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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)
Leif M. Clark, Trustee of the Edgemere Litigation Trust Plaintiff, v Intercity Investment Properties, Inc., and Kong Capital LLC, Defendants.	Adv. Pro. No. 22-03040 (MVL)

DEFENDANTS' WITNESS AND EXHIBIT LIST FOR HEARING SCHEDULED FOR JUNE 25, 2024

[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.

Intercity Investment Properties, Inc. ("ICI") and Kong Capital LLC ("Kong") file their Witness and Exhibit List for the hearing to be held on June 25, 2024.

WITNESSES

ICI and Kong may call the following witnesses at the Hearing:

1. Nick Harshfield;
2. Any witness listed by any other party or third party; and
3. Rebuttal and foundation witnesses as necessary.

ICI and Kong reserve the right to cross-examine any witness called by any other party.

EXHIBITS

(see chart beginning on following page)

EXHIBIT	DESCRIPTION	MARK	OFFER	OBJECT	ADMIT	W/D	DISPOSITION AFTER TRIAL
1	Defendants' Motion to Compel Production by Plaintiff and Brief in Support [AP Docket No. 362][1]						
2	Defendants' Supplemental Brief Regarding the Lifespace Privilege Waiver and GrayRobinson Communications [AP Docket No. 434]						
3	Brief in Support of Response of Lifespace Communities, Inc. Regarding Defendants' Motion to Compel [AP Docket No. 449]						
4	Defendants' Reply to the Response of Lifespace Communities, Inc. to Defendants' Motion to Compel Production of the Lifespace Communications and GrayRobinson Communications [AP Docket No. 455]						
5	Order on Motions to Compel entered April 25, 2024 [AP Docket No. 512]						
6	Defendants' Motion to Enforce the Court's Order on Motions to Compel or, in the Alternative, for Entry of an Order Compelling Further Production of Documents from the Plaintiff and Lifespace Communities, Inc. [AP Docket No. 515]						
7	Lifespace Communities, Inc.'s Objection to Defendants' Motion to Enforce the Courts Order on Motions to Compel . . . . [AP Docket No. 520]						
8	Defendants' Reply in Support of Their Motion to Enforce the Court's Order on Motions to Compel . . . . [AP Docket No. 552]						
9	Edgemere Eighth Amended Privilege Log						

[1] Exhibits omitted.

EXHIBIT	DESCRIPTION	MARK	OFFER	OBJECT	ADMIT	W/D	DISPOSITION AFTER TRIAL
10	Transcript of March 7, 2023 2:00 p.m. Hearing						
11	Transcript of March 8, 2023 Hearing						
12	Declaration of Nick Harshfield Dated as of December 22, 2023 [AP Docket No. 450, Ex. 1]						
13	Declaration of Nick Harshfield Dated as of January 20, 2023 [AP Docket No. 450, Ex. 2]						
14	Declaration of Elizabeth B. Vandesteeg and Exhibits A and B thereto						
15	Transcript of January 12, 2024 Hearing **[UNDER SEAL]**						
	Any exhibits listed by any other party or filed subsequently to the submission of this list.						
	Any exhibits appearing on Defendants' witness and exhibit list for the January 12, 2024 hearing						
	Any pleadings or documents filed in the above captioned and titled bankruptcy case or adversary proceeding.						
	Any rebuttal exhibits.						

RESERVATION OF RIGHTS

ICI and Kong reserve the right to call or to introduce one or more, or none, of the witnesses and exhibits listed above, and further reserves the right to supplement this list prior to the Hearing.

Dallas, Texas
June 20, 2024

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CERTIFICATE OF SERVICE

I certify that on this 20th day of June, 2024, a copy of the foregoing was filed electronically with the Clerk of Court via ECF, which caused a copy of same to be transmitted to all counsel of record.

/s/ Ryan C. Hardy

EXHIBIT 1

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FOR THE NORTHERN DISTRICT OF TEXAS
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In re: NORTHWEST SENIOR HOUSING CORPORATION, *et al*.[1] Debtors.	Chapter 11 Case No. 22-30659 (MVL)
Leif M. Clark, Trustee of the Edgemere Litigation Trust Plaintiff, v Intercity Investment Properties, Inc., and Kong Capital LLC, Defendants.	Adv. Pro. No. 22-03040 (MVL)

DEFENDANTS' MOTION TO COMPEL PRODUCTION BY PLAINTIFF AND BRIEF IN SUPPORT

[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.

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Adversary Defendants Intercity Investment Properties, Inc. ("ICI") and Kong Capital LLC ("Kong" and, with ICI, the "Defendants") hereby file their *Motion to Compel Production by Plaintiff* (this "Motion") pursuant to Fed. R. Civ. P. 37 and 45. In support of this Motion, the Defendants respectfully state as follows:

I. INTRODUCTION

1. This Motion seeks the Court's intervention to compel Northwest Senior Housing Corporation d/b/a Edgemere ("Plaintiff" or "Edgemere")[2] to produce three (3) categories of documents in response to the Defendants' discovery requests: (a) complete interrogatory responses, (b) subpoenaed non-privileged documents held by Sidley Austin LLP ("Sidley") and/or an updated privilege log, and (c) subpoenaed non-privileged documents held by Plaintiff that Plaintiff improperly withheld for privilege.

II. FACTUAL BACKGROUND

2. The Defendants issued their discovery requests to the Plaintiff on July 1, 2022. On August 5, 2022, Plaintiff produced its first set of documents in response to Defendants' discovery requests, and further acknowledged additional documents would need to be produced. On September 16, 2022, Plaintiff provided a privilege log and redaction log (the "Privilege Log" and the "Redaction Log," respectively), both of which were amended on September 26, 2022 (the "Amended Privilege Log" and the "Amended Redaction Log"), and Plaintiff produced a Second Amended Privilege Log on October 26, 2022 (the "Second Amended Privilege Log").[3] On

[2] At the time the underlying discovery was served, Edgemere was the Plaintiff. Leif M. Clark, in his capacity as Trustee of the Edgemere Litigation Trust, later was substituted for Edgemere as Plaintiff. Where relevant, references here to "Plaintiff" include Mr. Clark in his capacity as Trustee.

[3] The Second Amended Privilege Log and the Amended Redaction Log are attached hereto as Exhibits A and B, respectively.

November 16, 2022, Plaintiff produced a Supplemental Privilege Log (the "Supplemental Privilege Log") and on November 18, 2022, Plaintiff produced a Supplemental Redaction Log (the "Supplemental Redaction Log"),[4] on December 22, 2022, Plaintiff produced another Supplemental Privilege Log and Supplemental Redaction Log (the "Second Supplemental Privilege Log" and the "Second Supplemental Redaction Log,"[5] and, together with the Privilege Log, the Redaction Log, the Amended Privilege Log, the Amended Redaction Log, the Second Amended Privilege Log, the Supplemental Privilege Log, and the Supplemental Redaction Log, the "Privilege/Redaction Logs").

3. On June 28, 2022, the Defendants issued their Subpoena to Produce Documents, Information, or Objects and to Provide Deposition Testimony to Sidley Austin LLP (the "Sidley Subpoena"), to which Sidley responded on July 18, 2022. Sidley produced documents on July 21, 2022, produced a Privilege Log and Redaction Log on December 14, 2022, and then produced additional documents, with no supplemental privilege log, on August 22, 2023. Upon information and belief, Sidley withheld certain responsive documents pending Plaintiff's counsel's privilege review.

4. On December 29, 2022, the Court entered the *Order Granting in Part Defendants' Motion to Compel Plaintiff's Production of Documents* [Dkt. 262] (the "December 2022 Order"), which, among other things, ordered the Plaintiff to produce communications with Padic, Inc., the Debtor's private investigator.[6] On February 6, 2023, the Court entered the *Order Regarding*

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[4] The Supplemental Privilege Log and the Supplemental Redaction Log are attached hereto as Exhibits C and D, respectively.

[5] The Second Supplemental Privilege Log and the Second Supplemental Redaction Log are attached hereto as Exhibits E and F, respectively.

[6] *See* December 2022 Order ("With respect to Defendants' request for withheld communications with Padic, Inc., Defendants' Motion is GRANTED and it is therefore ORDERED that Plaintiff produce the withheld

Court's in Camera *Review of Certain Documents in Connection with Plaintiff and Defendants' Motions to Compel Production* [Dkt. 303] (the "February 2023 Order"), which, among other things, ruled that communications between UMB Bank, N.A. ("UMB") and Plaintiff were not privileged and ordered the production of such communications.[7]

5. Pursuant to Rule 37(a)(1), Defendants' counsel ("LP") and Plaintiff's counsel ("Diamond McCarthy") have engaged in multiple meet-and-confer communications regarding the issues addressed herein (the "Meet and Confer Communications").[8] The parties remain at an impasse.

III. ARGUMENT

6. The relief sought here is governed by Fed. R. Civ. P. 37 and 45, made applicable to this proceeding by Fed. R. Bankr. P. 7037 and 9016. Pursuant to Rule 37(a)(3)(B), a party seeking discovery may move for an order compelling production against another party when the latter has failed to produce documents requested under Fed. R. Civ. P. 34. *See* Fed. R. Civ. P. 37(a)(3)(B)(iv). For purposes of Rule 37(a), "an evasive or incomplete disclosure, answer, or response must be treated as a failure to disclose, answer, or respond." Fed. R. Civ. P. 37(A)(4). Additionally, Fed. R. Civ. P. 37(a)(5)(A) provides that, if a motion to compel discovery is granted, the Court must, after allowing an opportunity to be heard, require the party whose conduct necessitated the motion,

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communications with Padic, Inc. subject to necessary redactions to preserve independently privileged communications.) (emphasis in original).

7 *See* February 2023 Order ("the Court finds no privilege applies to communications between UMB and Plaintiff or UMB and Lifespace and orders production.")

8 The specific Meet and Confer Communications are as follows: Email dated September 14, 2023, from LP to Diamond McCarthy, attached hereto as Exhibit G; Email dated October 4, 2023, from LP to Diamond McCarthy, attached hereto as Exhibit H; Email dated October 6, 2023, from LP to Diamond McCarthy, *see* Exhibit G; Email dated October 10, 2023 from Diamond McCarthy, *see id.*; Email dated October 11, 2023, from LP to Diamond McCarthy, *see id.*; and Email dated October 13, 2023, from Diamond McCarthy to LP, *see id.*.

or the party or attorney advising that conduct, or both to pay the movant's reasonable expenses incurred in bringing the motion. If the motion is granted the Court may, after allowing an opportunity to be heard, apportion the reasonable expenses for the motion. *Id.*

7. Fed. R. Civ. P. 45 permits the issuance of subpoenas compelling the production of documents. It further provides that objections must be served before the earlier of the time specified for compliance or fourteen days after the subpoena is served. Finally, to withhold documents based on claims of privilege or work product protection, the subpoenaed person must expressly make the claim and "describe the nature of the withheld documents . . . in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim." Fed. R. Civ. P. 45(e)(2)(A).

A. Plaintiff's Interrogatory Responses are Insufficient.

8. Plaintiff's interrogatory responses, attached as Exhibit L (the "Answers to Interrogatories"), repeatedly direct attention to the Plaintiff's document production comprising over 60,000 pages without specifying which of those documents contain the responsive information on which Plaintiff relies.[9] While Fed. R. Civ. P. 33(d) permits reference to business records as part of an interrogatory response, doing so is permissible only when the response "specif[ies] the records that must be reviewed, in sufficient detail to enable the interrogating party to locate and identify them as readily as the responding party could." Fed. R. Civ. P. 33(d).

9. Plaintiff's failure on this score is wildly prejudicial to Defendants. For instance, Interrogatory 5 asks Plaintiff to identify what Confidential Information Plaintiff contends Defendants disclosed in violation of the NDA—the central allegation of Plaintiff's purported claim for breach of contract. In response, Plaintiff offers a generalized assertion that Defendants

[9] *See, in particular*, Answers to Interrogatories #4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15 and 16.

disclosed "forward-looking financial projections and related information" and refers the reader to his entire document production. Similarly, Interrogatories 8 and 9 sought disclosure of existing and prospective contracts with which Defendants allegedly interfered tortiously, but Plaintiff fails to identify a single one. Rather, Plaintiff has stood on the position that the present "response is pretty specific" and that Plaintiff is "going through all of the documents needed to support our new pleading presently, and will amend once that process is complete."[10]

10. Defendants, therefore, request entry of an order compelling Plaintiff to supplement his interrogatory responses so that the responses referring to business records identify the referenced records by bates range.

B. Plaintiff Should Authorize Sidley to Produce the Non-Privileged Sidley Documents.

11. On June 28, 2022, Sidley was served with the Sidley Subpoena attached as Exhibit M. While Sidley has produced documents, it also has withheld documents on privilege and work-product grounds. As discussed herein, on February 6, 2023, the Court ordered as part of the February 2023 Order that the Plaintiff holds no common interest with UMB. On July 17, 2023, the stay of this adversary proceeding was lifted, and on July 25, 2023, Defendants contacted to Sidley to advise of the need for a supplemental production given the Court's February 2023 Order.[11] On August 21, 2023, Sidley produced certain documents.[12] On August 24, 2023, Defendants asked whether Sidley's production would be a rolling production as originally represented, and Sidley responded and said it would not be a rolling production because Diamond McCarthy instructed

[10] *See* Exhibit G hereto.

[11] *See* Exhibit I hereto.

[12] *See* Exhibit J hereto.

Sidley not to send the remaining documents pending privilege review.[13] Defendants asked Diamond McCarthy for an update on the privilege review and informed Sidley that if Sidley did not produce additional documents, Defendants would be moving to compel.[14] Defendants' counsel attempted to resolve the impasse with Sidley Austin, but Sidley Austin directed Defendants to "direct all further communications and motions to compel to Diamond McCarthy, as they are handling the privilege designation of withheld documents."[15] Defendants requested that Plaintiff issue such direction.[16]

12. On October 13, 2023, Diamond McCarthy informed Defendants that all documents have been produced, and Diamond McCarthy adopts the privilege log that has not been updated since entry of the February 2023 Order.[17]

13. By this Motion, Defendants seek entry of an order compelling Plaintiff to produce a complete copy of Sidley's files regarding Sidley's representation of the Debtor, and, if Plaintiff intends to withhold any documents under claim of privilege or protection, to produce a privilege log furnishing the bases for same.

C. Plaintiff Must Produce the Withheld Non-Privileged Documents.

14. The Plaintiff's Privilege/Redaction Logs indicate that certain non-privileged documents have been withheld for privilege. For example, numerous communications on the Privilege/Redaction Logs either (a) do not include counsel, (b) include individuals from

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13 *Id.*

14 *See* Exhibit K hereto.

15 *See* Email dated September 18, 2023, from Sidley to LP, attached hereto as Exhibit N.

16 *See* Exhibit J hereto; *see also* note 8, *supra* and exhibits cited therein.

17 *See* Exhibit G hereto.

GrayRobinson PA (assumed to be counsel to the independent directors of the Debtor), (c) include individuals from The Point Group (Debtor's communications consultant), or (d) include other third parties. While it is possible that some communications that do not include counsel involve a discussion of privileged legal advice, it strains credulity that approximately six hundred and sixty (660) communications without counsel identified on the Privilege/Redaction Logs involve discussions of privileged legal advice. The remaining documents include third parties who are not counsel, and with whom the Debtor does not have a common legal interest, which constitutes a waiver of the attorney-client or work product privilege. Accordingly, the Defendants respectfully request that the Court order the Plaintiff to produce all non-privileged communications where counsel was not included, produce all communications with third parties, and furnish supplemental privilege and redaction logs.[18]

15. The Defendants also request that the Court order the Plaintiff to either (a) confirm in writing that the Plaintiff has produced all communications with Padic, Inc. and/or UMB pursuant to the December 2022 Order and the February 2023 Order, or (b) produce all such communications promptly.

* * *

For the foregoing reasons, Defendants respectfully request that the Court enter orders compelling the supplemental discovery set forth above.

[18] Defendants reserve their right to seek production of additional withheld or redacted documents, particularly in light of the Court's pending *in camera* review of documents to assess the applicability of the "related companies" exception to privilege waiver on which Plaintiff relies to withhold or redact many responsive documents.

WHEREFORE, Defendants Intercity Investments, Inc. and Kong Capital LLC respectfully request that the Court enter an order compelling compliance with discovery obligations as further set forth above, and that the Court enter such other or additional relief as it may deem just and appropriate in the circumstances.

Dated: October 16, 2023
Dallas, Texas

/s/ *Elizabeth B. Vandesteeg*

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CERTIFICATE OF CONFERENCE

I hereby certify that counsel for Defendants attempted to confer with counsel for Plaintiff prior to the submission of this Motion as more fully shown in Exhibits G-K. I further certify that, notwithstanding those efforts, the parties remain at an impasse.

/s/ *Ryan C. Hardy*
Ryan C. Hardy

CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of October 2023, a true and correct copy of the foregoing was served electronically on all persons via the Court's CM/ECF system.

/s/ *Michael S. Held*
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EXHIBIT 2

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FOR THE NORTHERN DISTRICT OF TEXAS
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In re: NORTHWEST SENIOR HOUSING CORPORATION, *et al*.[1] Debtors.	Chapter 11 Case No. 22-30659 (MVL)
Leif M. Clark, Trustee of the Edgemere Litigation Trust Plaintiff, v Intercity Investment Properties, Inc., and Kong Capital LLC, Defendants.	Adv. Pro. No. 22-03040 (MVL)

DEFENDANTS' SUPPLEMENTAL BRIEF REGARDING THE LIFESPACE PRIVILEGE WAIVER AND GRAYROBINSON COMMUNICATIONS

[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.

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Defendants, Intercity Investment Properties, Inc. ("ICI") and Kong Capital LLC ("Kong" and, with ICI, the "Defendants"), respectfully state as follows for their *Supplemental Brief Regarding Lifespace Privilege Waiver and the GrayRobinson Communications*.[1]

I. PRELIMINARY STATEMENT

Defendants' Motion to Compel Production by Plaintiff and Brief in Support [Adv. Proc. Dkt. 362] (the "Motion to Compel") sought to compel the Plaintiff to produce non-privileged documents. The Court instructed the parties to further meet and confer regarding the issues raised in this Brief and continued the Motion to November 29, 2023. [Adv. Proc. Dkt. 423]. Defendants and Plaintiff met and conferred by telephone on November 21, 2023, and Defendants, Plaintiff, and Lifespace met and conferred by telephone on November 27, 2023. On November 29, 2023, the Court requested supplemental briefing on two issues: (1) whether Lifespace's post-petition disclosure of documents to Edgemere served to waive privilege and/or protection over communications between Lifespace and its counsel, and (2) whether pre-petition communications between Lifespace, Edgemere, and their respective counsel with GrayRobinson—counsel to Edgemere's Board of Directors—is privileged or protected. This Brief addresses that request.

As discussed at the November 9, 2023 hearing, among other hearings, Lifespace made a post-petition disclosure of all or substantially all of its relevant documents, privileged and otherwise, to Northwest Senior Housing Corporation ("Edgemere"). This disclosure constituted a waiver of attorney-client privilege and work-product protection that may have otherwise attached to such documents. Accordingly, communications between or among any Lifespace employee or

[1] During the meet and confer process, there was some dispute whether these matters fell within the ambit of the Motion to Compel appearing at adversary docket #362. To the extent they did not—and Defendants believe they did—Defendants hereby move for the production of the Lifespace Communications and the GrayRobinson Communications as those terms are defined herein.

officer, on the one hand, and, on the other hand, any or all of: Dorsey & Whitney LLP, Perkins Coie LLP, Cooley LLP, Locke Lord LLP, Norton Rose Fulbright, Gilmore & Bell, P.C., Ropes & Gray LLP, and/or Stewart Wiegland & Owens PC (the "Lifespace Communications"), are not privileged.

Also at issue is whether Lifespace and Edgemere's communications with GrayRobinson—counsel to Edgemere's Board of Directors—are attorney-client privileged or work-product protected. Those communications (the "GrayRobinson Communications") are neither privileged nor protected.

II. FACTUAL BACKGROUND

A. Lifespace Disclosed Privileged Information to Attorneys Representing Edgemere.

Lifespace and Edgemere worked together to supply a combined document production and a corresponding joint privilege log. As part of that process, Lifespace provided documents to Edgemere's attorneys, as Lifespace has explained in hearings[2] and in filings[3]. Edgemere's attorneys then reviewed the documents for privilege and protection and prepared the privilege log. In short, Lifespace provided all of its documents—even those in which Lifespace sought legal

[2] Transcript of Hearing Held Jan. 25, 2023, p. 37:4-12 (E. Walker for Lifespace) (Because "Lifespace manages all of the information that could be potentially responsive to these overlapping discovery requests, Edgemere coordinated with Lifespace to perform a reasonable search to collect all information in Lifespace's possession, custody, and control that could be potentially responsive to Defendants' discovery requests. That information was reviewed for responsiveness and for privilege, and produced to Defendants, together with a comprehensive privilege log.").

[3] *Lifespace Communities, Inc.'s Response to Defendants' Motion to Compel Production of Documents* [Adv. Proc. Dkt. 260] pp. 5-6 ("Lifespace coordinated with Edgemere . . . to conduct a reasonable search to collect documents and other information responsive to these duplicative requests, Edgemere, as the party to this adversary proceeding, produced responsive, non-privileged documents to Defendants in the manner required by the rules . . . and prepared a comprehensive privilege log for that production."). *Id.* at 14 ("Just as the Edgemere production of documents is coextensive with the Lifespace production of documents, so too the privilege log provided by Edgemere is sufficient to set forth the documents withheld by Lifespace on the basis of privilege.").

guidance from Lifespace attorneys—to Edgemere. By doing so, Lifespace waived the attorney-client privilege and any work-product protection that may otherwise have attached.

B. Lifespace and Edgemere Were Adverse at the Time of Disclosure

Lifespace and Edgemere were adverse to each other at the time the relevant documents were disclosed. By the time these chapter 11 cases began, Lifespace was no longer taking management fees it was owed by Edgemere and held a resultant $5.5 million claim; Lifespace and Edgemere had separate counsel; and Lifespace and Edgemere were engaged in "arm's length" negotiations regarding a restructuring. *See* Claim No. 145, filed by Lifespace Communities, Inc.; *Declaration of Nick Harshfield in Support of Chapter 11 Petition and First Day Pleadings* [Dkt. 7] p. 7 (discussing arm's length negotiations between Edgemere and Lifespace); *Declaration of Nick Harshfield* [Adv. Proc. Dkt. 275] p. 5-7 (identifying the various law firms who represented Lifespace and Edgemere and Lifespace in-house counsel).

The Court has also recognized that Lifespace and Edgemere are different entities with divergent interests. *See, e.g.*, November 7, 2023 Hr'g Tr. 45:11-17 ("[A]s I have ruled a number of times, formally and informally, these are two different entities and, without seeing all the documents I don't know, but there did come a time in this courtroom, post-petition, in which interests diverged, in which Lifespace was making deals, entering into settlements, in its own right separate from Edgemere, okay.").

Thus, Lifespace and Edgemere were adverse at the time of the disclosures. And, as explained below, the disclosures therefore served to waive any privilege or protection that may otherwise have attached to the Lifespace Communications.

III. LEGAL ARGUMENT

A. Lifespace Has Not Met its Burden to Prove that Communications Between Lifespace Personnel and Edgemere Attorneys Are Privileged.

1. Attorney-Client Privilege

The Federal Rules of Evidence apply to this adversary proceeding. *See* Fed. R. Evid. P. 101 (The Federal Rules of Evidence apply to proceedings in United States courts.); Fed. R. Evid. 1101(a) (the Federal Rules of Evidence "apply to proceedings before . . . United States bankruptcy and magistrate judges."); Fed. R. Evid. 1101(b) (the Federal Rules of Evidence "apply in . . . civil cases and proceedings, including bankruptcy . . . cases."); Fed. R. Bankr. P. 9017 ("The Federal Rules of Evidence and Rules 43, 44, and 44.1 F. R. Civ. P. apply in cases under the Code.").

Under Federal Rule of Evidence 501, "[i]n a civil case, state law governs privilege regarding a claim or defense for which state law supplies the rule of decision." The claims advanced in this proceeding are governed by the substantive law of Texas; consequently, Federal Rule of Evidence 501 dictates application of Texas law concerning attorney-client privilege.[4]

a. Texas Law on Attorney-Client Privilege

"If a party asserts attorney-client privilege under Texas law, they must prove that there was: '(a) a confidential communication; (b) made for the purpose of facilitating the rendition of professional legal services; (c) between or among the client, lawyer and their representatives; and (d) the privilege has not been waived.'" *In re Lopez*, No. 21-10098, 2022 WL 2080187, at *8 (Bankr. E.D. Tex. June 9, 2022); *Hall Phoenix/Inwood v. Hallwood Group Inc. (In re Hallwood Energy, L.P.)*, No. 09-31253-11, 2010 WL 3211688, at *4 (Bankr. N.D. Tex. Aug. 11, 2010); *see also* Tex. R. Evid. 503(b). The party asserting the privilege has the burden to prove it applies.

[4] Lifespace previously has acknowledged that Texas law concerning attorney-client privilege applies in this proceeding. *See* ECF #370, pp. 4-6.

Peeples v. Honorable Fourth Supreme Judicial Dist., 701 S.W.2d 635, 637 (Tex. 1985) ("Any party who seeks to deny the production of evidence must claim a specific privilege against such production. The burden is on the party asserting a privilege from discovery to produce evidence concerning the applicability of a particular privilege"). "If the matter for which a privilege is sought has been disclosed to a third party, thus raising the question of waiver of the privilege, the party asserting the privilege has the burden of proving that no waiver has occurred." *Jordan v. Court of Appeals for Fourth Supreme Judicial Dist.*, 701 S.W.2d 644, 649 (Tex. 1985).

Thus, Lifespace must prove—with evidence—that its blanket disclosure to Edgemere was (a) a confidential communication, (b) made for the purpose of facilitating the rendition of professional legal services, (c) between or among the client, the lawyer and/or their representatives, and (d) the privilege has not been waived. *In re Lopez*, No. 21-10098, 2022 WL 2080187, at *8 (Bankr. E.D. Tex. June 9, 2022).

b. Waiver of Attorney-Client Privilege

Under Texas law, the holder of a privilege waives the privilege if he or she "voluntarily discloses or consents to disclosure of any significant part of the privileged matter unless such disclosure itself is privileged." Tex. R. Evid. 511(a)(1); *see also*, *e.g.*, *Paxton v. City of Dallas*, 509 S.W.3d 247, 263 (Tex. 2017); *Univ. of Texas Sys. v. Franklin Ctr. For Gov't & Pub. Integrity*, 675 S.W.3d 273 (Tex. 2023), *reh'g denied* (Oct. 20, 2023). While there is a narrow exception to this general rule in Texas Rule of Evidence 503(b)(1)(C) for communications by the client, the client's representative, the client's lawyer, or the lawyer's representative "to a lawyer representing another party in a pending action or that lawyer's representative," application of that exception still requires that the communication be "made to facilitate the rendition of professional legal services to the client" and that the communication "concern a matter of common interest in the pending action."

Here, there are two reasons why Lifespace's disclosure to Edgemere falls outside the bounds of the safe harbor in Texas Rule of Evidence 503(b)(1)(C). The first is that the disclosure was not, and could not have been, "made to facilitate the rendition of professional legal services to" Lifespace. Instead, it was merely for Lifespace's convenience in responding to a subpoena. Indeed, it *could not* have been for Lifespace to receive legal advice or rendition of professional legal services because Lifespace made the disclosure to Estate professionals (Edgemere's bankruptcy counsel at Polsinelli) who were foreclosed under 11 U.S.C. § 327(a)'s disinterestedness requirement from rendering legal services to a creditor like Lifespace.

Lifespace itself clearly explained that the disclosure was merely a matter of convenience, and not one intended to secure the rendition of legal services:

> So, because Lifespace manages all of the information that could be potentially responsive to these overlapping discovery requests, Edgemere coordinated with Lifespace to perform a reasonable search to collect all information in Lifespace's possession, custody, and control that could be potentially responsive to Defendants' discovery requests. That information was reviewed for responsiveness and for privilege, and produced to Defendants, together with a comprehensive privilege log.[5]

And, indeed, Lifespace and Plaintiff each doubled down on that characterization. As perhaps most clearly explained by Lifespace: "all documents were in the possession, custody, and control of both Lifespace and Edgemere" and if the companies "were to do two separate productions, they would have been identical."[6] Plaintiff agreed, responding affirmatively when the Court inquired whether "if called upon for Edgemere to do its own document gathering, it would have had access to the same documents that were pulled for it by its parent sponsor Lifespace[.]"[7]

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5 Transcript of Hearing dated January 25, 2023, at 37:4–12.

6 Transcript of Hearing Held Nov. 7, 2023 ("11/7 Tran."), pp. 9:15-18, 17:9-11 (E. Walker for Lifespace).

7 11/7 Tran., p. 43:2-13 (G. Taylor for Plaintiff).

Plaintiff further clarified that the overlap in the documents extended beyond those produced and also to those withheld: "If we had done a separate privilege log, my guess is, it would have been exactly the same as Lifespace."[8] Following those representations, the Court similarly acknowledged, correctly, that "I will say I find it hard to understand how a privilege log could be prepared by Polsinelli without having seen the document[.]"[9]

As a result of this wholesale provision of arguably-privileged correspondence from one entity (Lifespace) to a separate entity (Edgemere), Lifespace waived privilege over the Lifespace Communications.

Similarly, the Court in its June 23, 2023 Order recognized that:

> The mere relatedness of the Plaintiff and Lifespace does not create the privilege. This is particularly true in cases like the present where the entities are and were then represented by *separate* counsel. Thus, if the Plaintiff cannot show that the entities share a common attorney or a common legal interest so as to come within the joint-client rule, the Plaintiff must demonstrate that the disclosure was made between the entities *for the purpose of eliciting assistance from the attorney in rendering legal advice or services*.[10]

The italicized language in the above correctly underscores why Lifespace's disclosure to Plaintiff falls squarely within the general rule: Lifespace *did not* disclose communications to Lifespace to elicit legal advice or to facilitate the rendition of professional legal services to Lifespace. Rather, it did so simply as a manner of convenience.

That alone is enough to resolve the issue: Lifespace's disclosure of the Lifespace Communications was not to elicit legal advice or to facilitate the rendition of professional legal services to Lifespace—it could not have been, because Edgemere's bankruptcy counsel was

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8 *Id.* at p. 43:19-24.

9 *Id.* at p. 62:11-16.

10 Adv. Proc. Dkt. 314 at pp. 7–8 (emphasis in original, internal citations omitted.)

foreclosed from rendering legal advice or legal services to a creditor like Lifespace. But, even if that was not enough to resolve the issue, Lifespace also cannot show the "related companies exception" to privilege waiver applies here.[11] The foundation of the "related companies exception" is that a parent and its subsidiary share a unity of interest. *See, e.g.*, *In re Napster, Inc. Copyright Litig.*, 2005 WL 6569723 **4–5 (N.D. Cal. Apr. 12, 2005); *In re Teleglobe Commns. Corp.*, 493 F.3d 345, 370–71 (3d Cir. 2007) (intercorporate disclosures waive privilege when there is no longer a "community-of-interest" between the entities); *In re Grand Jury Subpoena #06-1*, 274 Fed. Appx. 306, 311 (4th Cir. 2008) ("co-client" privilege enjoyed by affiliated entities "circumscribed by the limited congruence of the clients' interests") (internal quotation omitted); *see also, e.g.*, Restatement (Third) of the Law Governing Lawyers § 73, cmt. *d* (a "subsidiary corporation's agents *who are responsible for affairs of the parent* are also considered agents of the parent for purpose of the privilege) (emphasis added). And as the *Gulf Islands* Court explained: "Having chosen to operate as separate entities—and to obtain whatever advantages inure from so operating—[Lifespace and Edgemere] must be held to their burden of proving the applicability of any privilege in the same manner as two unrelated entities." *Gulf Islands Leasing, Inc. v. Bombardier Cap., Inc.*, 215 F.R.D. 466, 474 (S.D.N.Y. 2003).

Here again, that community of interest no longer existed at the time of Lifespace's disclosure to Edgemere: it was a $5 million creditor engaged in arm's length negotiations with Edgemere. There is no proper basis for the application of the "related companies exception" under these circumstances. And, for substantially the same reasons, Lifespace and Edgemere did not share a common interest that could otherwise have changed the analysis (assuming,

[11] Defendants do not concede that the "related companies exception" exists under Texas law.

counterfactually, that the purpose of the disclosure was to facilitate the rendition of legal services by Edgemere's counsel to Lifespace).

2. Work-product Protection

Nor may the Lifespace Communications properly be withheld as attorney work-product. Work-product protection "works to protect the mental process of an attorney from inquiry by an opposing party" when documents are prepared in anticipation of litigation. *Smith v. Diamond Offshore Drilling, Inc., et al.,* 168 F.R.D. 582, 583 (S.D. Tex.1996) (citing *Hickman v. Taylor,* 329 U.S. 495, 67 S.Ct. 385, 91 L.Ed. 451 (1947)); Fed. R. Civ. P. 26(b)(3); *In re Kaiser Alum. & Chem. Co.,* 214 F.3d 586, 593 (5th Cir. 2000), *cert. denied* 532 U.S. 919, 121 S.Ct. 1354, 149 L.Ed.2d 285 (2001). Work-product protection attaches when a document is created "for use in or in anticipation of litigation." *Hodges, Grant & Kaufmann v. U.S. Govt., Dept. of the Treasury, I.R.S.*, 768 F.2d 719, 721 (5th Cir. 1985).

Work-product protection should be rejected when the proponent of the privilege provides only an affidavit with conclusory statements and insufficient facts to prove the privilege applies. *Colardo-Keen v. Rockdale Cnty., Georgia*, No. 1:14-CV-489-MHC, 2017 WL 4422349, at *2 (N.D. Ga. May 16, 2017); *see also Biegas v. Quickway Carriers, Inc.*, 573 F.3d 365, 381 (6th Cir. 2009); *Hunte v. Schneider Nat'l Carriers, Inc.*, No. 13-CV-2069-WSD, 2014 WL 3955723, at *4 (N.D. Ga. Aug. 13, 2014) ("The affidavit submitted by Jean Levash does not contain a factual basis for asserting the work-product privilege, and it is facially self-serving to support avoiding the production of required discovery."); *Freiermuth v. PPG Indus., Inc.*, 218 F.R.D. 694, 699 (N.D. Ala. 2003) ("An affidavit containing mere conclusory statements that a document was prepared for the purpose of obtaining legal advice will not suffice in meeting defendant's burden.").

There are at least three reasons why the Lifespace Communications may not be withheld as work product. ***First***, Lifespace is not a party and may not advance work product protection under Federal Rule of Civil Procedure 26(b)(3)(A). ***Second***, the Lifespace Communications have not been shown to have been created for use in litigation, nor is it likely that all were created even in anticipation of litigation. ***Third***, when Lifespace disclosed the Lifespace Communications to Edgemere post-petition, such disclosure was disclosure to an adversary or potential adversary that served to waive the protection.

a. Non-parties cannot rely on Rule 26(b)(3)(A).

Work-product protection is codified at Federal Rule of Civil Procedure 26, and by its terms does not extend to non-parties. Fed. R. Civ. P. 26(b)(3)(A) ("Ordinarily, a party may not discover documents and tangible things that are prepared in anticipation of litigation or for trial by or for another party or its representative (including the other party's attorney, consultant, surety, indemnitor, insurer, or agent)."); *see also* Wright & Miller, 8 Fed. Prac. & Proc. Civ. § 2028 (3d ed.). Thus, Lifespace cannot claim work-product protection under Federal Rule of Civil Procedure 26; it must instead show that it warrants protection under the common law precepts announced in *Hickman v. Taylor*, 329 U.S. 495, 67 S.Ct. 385, 91 L.Ed. 451 (1947) and its progeny. To date, Lifespace has not done so.

b. Absence of a concrete litigation link.

"Only those documents *truly* created for use in litigation should be shielded, and documents *primarily* created for some other purpose (business transactions, management direction, record-keeping, archiving) should not be shielded lest more and more crucial evidence is lost to the truth-seeking process." *In re Blue Cross Blue Shield Antitrust Litig.* (MDL No.: 2406), No. 2:13-CV-20000-RDP, 2015 WL 10891632, at *6 (N.D. Ala. Nov. 4, 2015). Here, Lifespace has not shown

and cannot show that the Lifespace Communications were "truly created for use in litigation" such that work-product protection ever attached in the first place. For work-product protection to apply, the emails "must be part of the process of seeking, developing, or conveying legal advice or strategy" or "involve the investigation of [a] claim . . . or the development of legal strategy." *In re Lumber Liquidator S Chinese–Manufactured Flooring Products Marketing*, No. 1:15-md-02627, 2015 WL 9474286, at *1 (E.D. Va. 2015); *Coffey v. Tyler Staffing Servs., Inc.*, No. 7:19-CV-00015, 2020 WL 1307233, at *3 (W.D. Va. Mar. 19, 2020). Defendants do not know what the Lifespace Communications contain, but Lifespace has not yet shown that the Lifespace Communications involve discussions of legal strategy or they conveyance of legal advice.

Nor, for that matter, has Lifespace yet shown that the Lifespace Communications—or at least all the Lifespace Communications—were created in anticipation of litigation. Indeed, many of the Lifespace Communications pre-date *any* discussions between Edgemere and Defendants and thus pre-date any reasonable expectation of litigation between Edgemere and Defendants. It is true that they may instead pertain to Edgemere's bankruptcy case, but again many far precede the Petition Date and if it is the case that Edgemere was engaged in concrete pre-bankruptcy planning before *any* discussions between Edgemere and Defendants occurred, it puts the lie to Plaintiff's allegations that Defendants caused or accelerated Edgemere's bankruptcy.

c. Waiver.

Work-product protection is waived when an attorney (a) voluntarily discloses protected information to the court or does not object when it is offered, or (b) discloses protected information to an adversary or substantially increases the opportunity for an adversary to obtain the information. *Shields v. Sturm, Ruger & Co.*, 864 F.2d 379, 382 (5th Cir. 1989) ("[T]he work-product privilege is waived when the attorney requests the witness to disclose the information or when the attorney discloses the information to the court voluntarily or makes no objection when it

is offered."); 34 A.L.R. Fed. 3d Art. 5 (Originally published in 2018) ("Since using the protection to keep documents from one adversary but disclosing the documents to another adversary when it is advantageous does not serve the function for which the protection was established, a disclosure of the work-product to one adversary also operates as a waiver of the protection as to other adversaries."); *Ecuadorian Plaintiffs v. Chevron Corp.*, 619 F.3d 373, 378 (5th Cir. 2010) ("Although work-product immunity is not automatically waived by disclosure of protected material to third parties, disclosure does waive protection if it 'has substantially increased the opportunities for potential adversaries to obtain the information.'").

Here, Lifespace waived the work-product protection by voluntarily disclosing the Lifespace Communications to Edgemere, which was its adversary or potential adversary because Lifespace was a creditor of Edgemere at the time of the disclosure. Creditors are always potential adversaries in a bankruptcy case, and Lifespace was no exception. Under *Ecuadorian Plaintiffs*, that is all that is required for waiver.

The Lifespace Communications should therefore be produced.

B. <u>The GrayRobinson Communications are not privileged or protected.</u>

The current iteration of Plaintiff and Lifespace's joint privilege log identifies a host of communications with GrayRobinson, each of which is dated in the immediate pre-petition period spanning March to April 2022. GrayRobinson represented Edgemere's Board of Directors.

As explained above, the burden of showing the application of privilege falls on the party advancing the privilege. It does not appear that any of the GrayRobinson Communications was intended to facilitate the provision of professional legal services *to the Edgemere Board*—GrayRobinson's client. Nor for that matter were they directed to "a lawyer representing another party in a pending action" or such attorney's representative, if for no other reason than because *there was no pending action* involving GrayRobinson's client, the Edgemere Board, when the

GrayRobinson Communications occurred. Tex. R. Evid. 503(b)(1)(C); *see also, e.g.*, *In re XL Specialty Ins. Co.*, 373 S.W.3d 46, 54 (Tex. 2012) ("no matter how common XL's and Cintas's interests might have been, our rule requires that the communication be made to a *lawyer or her representative* representing another party in a *pending action*") (emphases in original). For these reasons alone, the GrayRobinson Communications were not privileged and should be produced.[12]

Even if Texas privilege law was not crystal clear on this point—and it is—the interests of the Edgemere Board were separate and distinct from those of Edgemere itself and of Lifespace. Edgemere's counsel did not "advise or counsel the Boards' members in their deliberative process regarding the discharge of their fiduciary duties to the Debtors" and it was that "distinct role" that the Debtors considered warranted the engagement of GrayRobinson as an estate professional.[13] What is more, Edgemere recognized pre-petition that the directors' distinct interests warranted engagement of separate counsel, and so Edgemere engaged GrayRobinson pre-petition to represent the directors and to advance those distinct interests.[14] As Edgemere further explained, GrayRobinson's retention was "especially critical" in Edgemere's bankruptcy case because its engagement included "providing advice and counsel to the Restructuring Committee of [Edgemere], a committee whose purpose is to address *matters involving the Debtors restructuring and conflicts*, and is comprised only of independent directors who are not otherwise employed by

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[12] To be clear, the rule mandates a *pending* action, not an *impending* one, as explained in footnotes 7 and 8 of *XL* and their accompanying text, in which the Court distinguished between *federal* concepts of the common interest exception (extending also to "potential" litigants) and the law in Texas and other states mandating "pending litigation in order for the doctrine to apply." *See also, e.g.*, *In re Dalco*, 186 S.W.3d 660, 666–76 (Tex. App.—Beaumont 2006, no pet.) (disclosure of "confidential or proprietary information . . . did not occur during any 'pending action' and therefore could not concern 'a matter of common interest therein'").

[13] Bankr. Dkt. #289 ¶ 3.

[14] *Id.* at ¶ 9.

the Debtors."[15] And, to the extent there might otherwise be any doubt, GrayRobinson's engagement letter specifies that the firm was to serve "as counsel to the Edgemere Board and not to [Edgemere]."[16] And of course, this was wholly appropriate: while there is ample authority that the duties of a director of a wholly-owned subsidiary flow run to the subsidiary and its parent company in the ordinary context, when (as here) the subsidiary becomes insolvent the duties then run also to the subsidiary's creditors.[17]

All the same, the GrayRobinson Communications were not between GrayRobinson and the Edgemere Board. Instead, they were communications with Lifespace's outside counsel, Edgemere's outside counsel, and Edgemere's restructuring consultants. And, of course, they also included individuals who, in addition to serving on the Edgemere Board, also played leadership roles at Lifespace which, at the time, was among Edgemere's largest creditors. No privilege could have attached to the communications in the first place because there was no pending action as required under Texas law. But, even if that was not the rule, no privilege attached here because there were up to three entities (and their counsel) involved in the communications, each with separate and divergent interests in the immediate pre-petition period.

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15 *Id.* at ¶ 11 (emphasis added).

16 Bankr. Dkt. #270 p. 13.

17 *See, e.g.*, *In re Central Illinois Energy Cooperative*, 561 B.R. 699, 708-09 (Bankr. C.D. Ill. 2016) ("The Court sees no reason why the full panoply of common law duties and rules that apply to for-profit and other nonprofit corporations should not, as a general matter, apply equally to agricultural cooperative associations, including the special circumstances duties that occur upon insolvency" because requiring "officers and directors to consider the impact on creditors of a particular transaction or course of action when the entity is insolvent, is a normative rule tied to their position of authority unrelated to the organizational nature of the entity on whose behalf they act"); *In re Lemington Home for Aged*, 659 F.3d 282, 290 (3d Cir. 2011) (duties owed by nonprofit directors "are owed not only to the corporation and its shareholders, but also to the creditors of an insolvent entity"); *see also, e.g.*, Nancy A. Peterman & Sherri Morisette, *Directors' Duties in the Zone of Insolvency: the Quandry of the Nonprofit Corp.*, 23-Mar. Am. Bankr. Inst. J. 12, 12 (2004) ("As a result, upon entering the zone of insolvency, a board of directors has a fiduciary duty to consider all constituencies of the nonprofit corporation, including the creditors and the beneficiaries of the charitable mission of the corporation").

Nor does any claim of work-product protection fare any better. As explained above, only a party may assert protection under Rule 26, but **(a)** neither Lifespace nor the Edgemere Board is a party to this proceeding and **(b)** Edgemere has not explained and cannot explain why it is entitled to withhold work-product generated by the separate counsel to Edgemere's Board. What is more, as emphasized above, all of these communications were freely available between and among Lifespace and Edgemere in addition to Edgemere's Board, even though Lifespace was a major creditor and future adversary at the time of the GrayRobinson Communications. Thus, under *Ecuadorian Plaintiffs* any protection was waived because the GrayRobinson Communications were disclosed to "potential adversaries."

IV. CONCLUSION

Neither the Lifespace Communications nor the GrayRobinson Communications are privileged or protected. Same are therefore due to be produced.

Dallas, Texas
December 1, 2023

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CERTIFICATE OF SERVICE

I certify that on this 1st day of December, 2023, a copy of the foregoing was filed electronically with the Clerk of Court via ECF, which caused a copy of same to be transmitted to all counsel of record.

/s/ Ryan C. Hardy
Ryan C. Hardy

EXHIBIT 3

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

In re: NORTHWEST SENIOR HOUSING CORPORATION, *et al.*[1] Debtor.	Chapter 11 Case No. 22-30659 (MVL)
Leif M. Clark, Trustee of the Edgemere Litigation Trust Plaintiff, v. Intercity Investment Properties, Inc., and Kong Capital LLC Defendants.	Adv. Pro. No. 22-03040 (MVL)

BRIEF IN SUPPORT OF RESPONSE OF LIFESPACE COMMUNITIES, INC. REGARDING DEFENDANTS' MOTION TO COMPEL

[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 d/b/a Edgemere ("Edgemere") (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

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Nonparty Lifespace Communities, Inc. ("Lifespace"), by and through its counsel, files this brief in opposition to the *Defendants' Motion to Compel Production by Plaintiff and Brief in Support* (the "Motion") at Adv. Pro. ECF No. 362[2] filed by Defendants Intercity Investment Properties, Inc. and Kong Capital LLC (collectively, "Defendants") and *Defendants' Supplemental Brief Regarding the Lifespace Privilege Waiver and GrayRobinson Communications* (the "Brief") at Adv. Pro. ECF No. 434. In support thereof, Lifespace respectfully states the following:

I. INTRODUCTION

Defendants' Brief is the latest in a series of aggressive litigation tactics intended to pressure and harass Lifespace, a nonparty to this Adversary Proceeding. This time, Defendants seek the extraordinary relief of obtaining access to substantially all of Lifespace's privileged communications with counsel. Defendants do not challenge the underlying privilege of any particular document withheld by Lifespace. Instead, Defendants make a sweeping argument that Lifespace's "disclosure" of privileged information to Plaintiff's counsel in coordinating responses to discovery in this Adversary Proceeding somehow constituted a wholesale waiver of Lifespace's privilege and work product protections. Defendants are wrong.

As Defendants concede, Texas Rule of Evidence 503(b)(1)(C) protects privileged communications disclosed to counsel for another party in a pending action to facilitate the rendition of professional legal services concerning a matter of common interest between the parties in that pending action. Here, Lifespace's disclosure of privileged communications to Plaintiff's counsel fits squarely within Rule 503(b)(1)(C) because it was made to facilitate the rendition of legal services in coordinating a response to duplicative discovery requests propounded by

[2] All references to "ECF No." refer to the official case docket for these chapter 11 cases; all references to "Adv. Pro. ECF No." refer to the official case docket for this Adversary Proceeding.

Defendants in the Adversary Proceeding in which Plaintiff and Lifespace share a common interest—namely, to hold Defendants accountable for the significant damages they caused the Debtor and its estate. As explained below, Defendants' suggestion that Plaintiff's counsel was somehow prohibited from collaborating with Lifespace's counsel on discovery responses because Plaintiff's counsel could not have jointly represented Lifespace under 11 U.S.C. § 327 is meritless. Likewise, Defendants' argument that Lifespace could not have shared a common interest with Plaintiff in this Adversary Proceeding because Lifespace was a creditor of Plaintiff in the underlying chapter 11 case—a ***different*** legal proceeding—is wrong and should be rejected.

Defendants also fail to demonstrate that Lifespace waived its work product protection. The documents withheld by Lifespace under the work product doctrine fit squarely within the common law work product doctrine first articulated by the United States Supreme Court in its seminal case, *Hickman v. Taylor*, 329 U.S. 495 (1947), and more recently endorsed by the Fifth Circuit in *Adams v. Memorial Hermann*, 973 F.3d 343 (5th Cir. 2020), which protects from disclosure, among other things, a lawyer's research, analysis of legal theories, mental impressions, memoranda, communications and notes prepared in anticipation of litigation. Defendants fail to meet their burden to demonstrate that Lifespace somehow waived its work product protection when coordinating with Plaintiff's counsel in response to Defendants' duplicative discovery requests because they cannot show that Plaintiff was an adversary or potential adversary of Lifespace in this Adversary Proceeding.

Finally, the GrayRobinson communications are privileged and protected from disclosure because they fall squarely within the related companies' exception to waiver, which protects privileged communications shared within the corporate organization relating to issues in which the parties share a common interest. Here, Lifespace, Edgemere and Edgemere's board of directors

all shared a common interest in pursuing claims against Defendants for their unlawful conduct in breaching the NDA and attempting to destroy the Edgemere community for their own financial gain.

II. BACKGROUND

Prior to its chapter 11 bankruptcy filing, Lifespace was the sole member and exclusive manager of Edgemere, responsible for managing all of Edgemere's operations and maintaining virtually all information relating to Edgemere's finances and operations pursuant to the terms of a Management Services Agreement dated August 15, 2019 between Lifespace and Edgemere (the "MSA"). *See* Ex. 2, App'x at 9-10. In connection with the management services Lifespace provided to Edgemere under the MSA, Lifespace maintained all information relating to Edgemere's operations and finances, including maintaining the exclusive email and document management and storage system used by Edgemere. *Id.* at 10. All Edgemere employees utilized a "lifespacecommunities.com" email address with which to conduct business. *Id.* Those emails, and all other electronic information relating to Edgemere, were stored on cloud-based information technology infrastructure operated by Lifespace (the "Lifespace Server"). *Id.*

On April 14, 2022 (the "Petition Date"), Edgemere filed its voluntary chapter 11 petition in this Court. *See* Pet., ECF No. 1. That same day, Edgemere commenced this Adversary Proceeding by a filing a complaint against its landlord, Intercity Investment Properties, Inc., and the landlord's agent, Kong Capital LLC, a private equity firm, asserting claims for breach of its non-disclosure agreement and tortious interference with existing and prospective customer and business relationships, which contributed to Edgemere's financial distress and chapter 11 bankruptcy filing. *See* Compl., Adv. Pro. ECF No. 1.[3]

[3] The initial adversary complaint was recently amended by Plaintiff. *See* First Amended Compl., Adv. Pro. ECF No. 422.

On June 28, 2022, Defendants propounded document requests on Edgemere in connection with this Adversary Proceeding. Two days later, Defendants served a Rule 45 subpoena (the "Subpoena") on Lifespace, which contained document requests nearly identical to the discovery served on Edgemere. Because of the substantial overlap of Defendants' duplicative discovery requests, the fact that all of the information responsive to these requests were likely to reside on the Lifespace Server and the common legal interest shared by Lifespace and Edgemere in the Adversary Proceeding, Lifespace coordinated its response to the Subpoena with Edgemere. Ex. 1, App'x. at 3, 4. Specifically, Lifespace coordinated with Edgemere's counsel to identify and collect potentially responsive information from the Lifespace Server, review that information for responsiveness and privilege, make a production of responsive, non-privileged information to Defendants and prepare a detailed privilege and redaction log for information withheld from production on the basis of privilege and/or work product. *Id.*

On August 1, 2022, Lifespace served its responses and objections to the Subpoena, and between August 4, 2022 and October 26, 2022, Edgemere produced responsive, non-privileged information to Defendants on behalf of both Edgemere and Lifespace (the "Joint Production") together with a comprehensive joint privilege log (as amended, the "Privilege Log") identifying various communications and other information withheld on the basis of attorney-client privilege, work product protection or other privileges and protections.

Over the past 16 months, Defendants have asserted no less than five challenges regarding the propriety of the Joint Production and Privilege Log. Defendants' latest gambit is their boldest yet—an attempt to deprive Lifespace of ***any*** of the bedrock legal protections provided by the attorney-client privilege or work product doctrine to create an unfair litigation advantage. As explained below, their misguided attempt must fail.

III. ARGUMENT

A. Lifespace's Privileged Communications Are Protected From Disclosure By Texas Rule Of Evidence 503(b)(1)(C).

It is axiomatic that the "attorney-client privilege is the oldest of the privileges for confidential communications known to the common law. Its purpose is to encourage full and frank communications between attorneys and their clients, and thereby promote broader public interests in the observance of law and administration of justice." *Upjohn Co. v. United States*, 449 U.S. 383, 389 (1981) (internal citation removed). As the Texas Supreme Court has recognized, "[t]he attorney-client privilege exists—and has been a cornerstone of our legal system for nearly 500 years—because the interests protected and secured by the promise of confidentiality are not merely significant; they are quintessentially imperative." *Paxton v. City of Dall.*, 509 S.W.3d 247, 259-60 (Tex. 2017).

Here, Lifespace appropriately asserted its attorney-client privilege by withholding from production certain communications listed on the Privilege Log (the "Lifespace Privileged Communications"). *See* Ex. 1, App'x at 4-5. The Lifespace Privileged Communications are privileged under Texas law because they consist of confidential communications made for the purpose of facilitating the rendition of legal professional legal services made between and among Lifespace, its counsel and its representatives. *See* Tex. R. Evid. 511(a)(1). In their Brief, Defendants do not challenge the underlying privilege of any of the Lifespace Privileged Communications.[4] Instead, Defendants argue that Lifespace triggered a wholesale waiver of the

[4] Defendants previously challenged Plaintiff's assertion of the attorney-client privilege for communications between Lifespace and Edgemere. The Court rejected that challenge, holding that the related companies' exception to waiver applied to communications between Lifespace and Edgemere and ordered an *in camera* review of a subset of Lifespace and Edgemere communications to determine whether those communications were made for a legal purpose or commercial purpose. *See* Order at 9-10, Adv. Proc. ECF No. 314 (the "June 23 Order"). Upon completing that review, the Court concluded that the vast majority of those communication were privileged and therefore protected from disclosure by the related companies' exception to waiver of privilege. *See* Nov. 7, 2023 Hr'g Tr. at 86:14-17.

privilege for all of the Lifespace Privileged Communications when they were disclosed to Plaintiff's counsel for the purpose of coordinating a response to the Subpoena.

However, as Defendants concede in their Brief (at 5), Texas Rule of Evidence 503(b)(1)(C) protects "confidential communications made to facilitate the rendition of professional legal services to the client . . . by the client, the client's representative, the client's lawyer, or the lawyer's representative to a lawyer representing another party in a pending action . . . if the communications concern a matter of common interest in the pending action." Tex. R. Evid. 503(b)(1)(C). Defendants contend that Lifespace should not get the benefit of this statutory protection because (1) the disclosure to Plaintiff for purposes of responding to the Subpoena was somehow not "made to facilitate the rendition of professional legal services," and (2) Lifespace did not share a common interest in the pending Adversary Proceeding because Lifespace was a creditor in the underlying chapter 11 proceeding. Br. at 6-9. Defendants are wrong on both points.

1. Lifespace's disclosure of the Lifespace Privileged Communications was made to facilitate the rendition of professional legal services.

The disclosure of the Lifespace Privileged Communications was not done "simply as a matter of convenience," as Defendants repeatedly contend. *See* Br. at 6-7. Rather, the disclosure was made to facilitate the rendition of professional legal services—*i.e.*, to coordinate Lifespace's response to the Subpoena, which included Plaintiff's counsel assisting Lifespace and its counsel in identifying information on the Lifespace Server that could be potentially responsive to the Subpoena, evaluating that information for responsiveness and privilege, producing responsive, non-privileged information in response to the Subpoena, and preparing a comprehensive privilege and redaction log. It is difficult to understand Defendants' position that these activities are somehow not professional legal services protected under Rule 503(b)(1)(C).

Defendants' argument that Plaintiff's counsel could not possibly have assisted Lifespace in performing these professional legal services because of the disinterestedness requirement under 11 U.S.C. § 327(a) is similarly unavailing. As an initial matter, Defendants do not explain how the disinterestedness requirement for representing a debtor under section 327(a) prohibits Plaintiff's counsel from either having a common interest with Lifespace or coordinating with Lifespace and its counsel in responding to Defendants' duplicative discovery requests. Indeed, coordination among debtors and creditors is commonplace in chapter 11 cases, and communications among debtors and creditors on issues in which they have a common interest are routinely protected as privileged. *See e.g. In re Cherokee Simeon Venture I, LLC*, 2012 WL 12940975, at *3 (Bankr. D. Del. May 31, 2012); *In re Tribune Co.*, 2011 WL 386827, at *6 (Bankr. D. Del. Feb. 3, 2011); *In re Leslie Controls, Inc.*, 437 B.R. 493, 502 (Bankr. D. Del. 2010); *In re Quigley Co., Inc.*, 2009 WL 9034027, at *4 (Bankr. S.D.N.Y. Apr. 24, 2009).

Furthermore, Rule 503(b)(1)(C) does not require the party to which the privileged communications were disclosed to provide legal services to the disclosing party. Rather, it only requires that the disclosure be made "to facilitate the rendition of professional legal services to the client," even where the services are provided by the client's own counsel. Here, it is sufficient that the Lifespace Privileged Communications were disclosed to Plaintiff's counsel to facilitate the rendition of professional legal services to Lifespace by its own counsel in responding to the Subpoena.

2. Lifespace shared a common interest with Plaintiff in this Adversary Proceeding.

Defendants are wrong to suggest that Lifespace's role as a creditor in the underlying chapter 11 case precludes it from sharing a common legal interest with Plaintiff in this Adversary Proceeding. Rule 503(b)(1)(C) only requires that Lifespace and Plaintiff share a common interest

"in the pending action," and not for all purposes in all other proceedings. *See, e.g., Schmidt v. Rodriguez (In re Rodriguez)*, 2012 WL 3257889, at *6 (Bankr. S.D. Tex. Aug. 7, 2012) ("the fact that the Trustee and the Petitioning Creditors are on opposite sides of the adversary proceeding does not prevent the Trustee from invoking the privilege where the two sides share a common interest."). Here, Lifespace and Plaintiff shared, and continue to share, a common interest in the Adversary Proceeding—namely, to hold Defendants' accountable for their unlawful actions in breaching the NDA and attempting to destroy the Edgemere community for their own financial gain. *See* Ex. 1, App'x. at 3. Indeed, Lifespace is the largest beneficiary of the post-confirmation trust for which the Plaintiff serves as the trustee. *See id.* The fact that Lifespace may have engaged in arm's length negotiations with Plaintiff or was a creditor in a different proceeding does not undermine the common interest it shares with Plaintiff in *this* Adversary Proceeding.

B. Lifespace's Work Product Is Protected From Disclosure.

In addition to the Lifespace Privileged Communications, Lifespace also withheld from production certain documents reflecting its counsel's research, analysis of legal theories, mental impressions and notes prepared in anticipation of litigation (the "Lifespace Work Product").[5] *See* Ex. 1, App'x at 4. As with the attorney-client privilege, the United States Supreme Court long ago emphasized the importance of protecting an attorney's work product from disclosure in litigation:

> Were such materials open to opposing counsel on mere demand, much of what is now put down in writing would remain unwritten. An attorney's thoughts, heretofore inviolate, would not be his own. Inefficiency, unfairness and sharp practices would inevitably develop in the giving of legal advice and in the preparation of cases for trial. The effect on the legal impression would be demoralizing. And the interests of the clients and the cause of justice would be poorly served.

Hickman v. Taylor, 329 U.S. 495, 510 (1947).

[5] All of the Lifespace Work Product is also protected from disclosure by the attorney-client privilege. Accordingly, Defendants would have to defeat both Lifespace's privileges to compel disclosure of the Lifespace Work Product.

Here, Defendants are attempting to deprive Lifespace of its work product protection and force a blanket disclosure of all Lifespace Work Product to obtain an unfair advantage in this Adversary Proceeding. Defendants' advance three arguments in support of their aim: (1) Lifespace cannot obtain the benefits of the work product protection under Federal Rule of Civil Procedure 26(b)(3)(A) because it is not a party to the Adversary Proceeding; (2) Lifespace has not shown that the Lifespace Work Product was prepared in anticipation of litigation; and (3) Lifespace waived its work product protection by disclosing the Lifespace Work Product to Plaintiff, which is or could become an adversary by virtue of the fact Lifespace was a creditor in Plaintiff's underlying chapter 11 case. All three arguments fail.

1. The Lifespace Work Product is protected from disclosure under *Hickman* and its progeny.

Defendants first contend that Lifespace cannot get the benefit of the work product protection under Federal Rule of Civil Procedure 26(b)(3)(A) because it is not a party to this Adversary Proceeding. But that is an overly narrow reading of the work product protection. Indeed, Defendants reluctantly concede, as they must, that the work product doctrine can apply to Lifespace as a nonparty under *Hickman* and its progeny. *See* Br. at 10.

In *Hickman*, the United States Supreme Court held that the "[w]ork product of the lawyer" reflected in "interviews, statements, memoranda, correspondence, briefs, mental impressions, personal beliefs, and countless other tangible and intangible ways" must be protected from disclosure. 329 U.S. at 510-11 ("it is essential that a lawyer work with a certain degree of privacy, free from unnecessary intrusion by opposing parties and their counsel."). In *Adams v. Mem. Hermann*, the Fifth Circuit recognized that the work product doctrine first articulated in *Hickman* was only "partially codified as Rule 26(b)(3) in the Federal Rules of Civil Procedure." 973 F.3d 343, 349 (5th Cir. 2020). Indeed, despite the text of Rule 26(b)(3), several courts have recognized

that a nonparty is entitled to withhold work product in responding to a subpoena. *See*, *e.g.*, *Carnes v. Crete Carrier Corp.*, 244 F.R.D. 694, 699 (N.D. Ga. 2007) ("Although the text of Rule 26(b)(3) appears to limit work product to parties, Rule 26(c), Rule 45, and *Hickman* suggest that the scope of protection should extend to a non-party"); *Stanziale v. Career Path Training Corp. (In re Student Finance Corp.)*, 2006 WL 3484387 (E.D. Pa. Nov. 29, 2006) (same).

To withhold documents from disclosure under the work product doctrine in the Fifth Circuit, "a party must show that 'the primary motivating purpose behind the creation of the document was to aid in possible future litigation." *United States v. Nelson*, 732 F.3d 504, 518 (5th Cir. 2013). Here, the Lifespace Work Product was appropriately withheld from production because it includes documents that reflect the mental impressions, notes, legal research and legal analysis of Lifespace's counsel that were prepared in anticipation of, and to aid in, possible future litigation.[6] Ex. 1, App'x. at 4. Accordingly, these fall squarely within the work product doctrine as articulated by the Fifth Circuit.

2. The Lifespace Work Product was prepared in anticipation of litigation.

Next, Defendants emphasize that only documents created in anticipation of litigation may be protected from disclosure under the work product doctrine and that Lifespace has not yet shown that all the Lifespace Work Product was prepared in anticipation of litigation. *See* Br. at 11. But as set forth above, and in the Declaration of Nick Harshfield appended hereto as Exhibit 1, the Lifespace Work Product *was* prepared in anticipation of, and to aid in, possible future litigation with Defendants. *See* Ex. 1, App'x. at 4.

[6] Additionally, all of the Lifespace Work Product are also protected from disclosure by the attorney-client privilege. Accordingly, even if the Court were to find that the work product doctrine does not apply to any of the Lifespace Work Product, they are nonetheless still protected from disclosure by the attorney-client privilege.

Defendants insinuate, without any explanation or evidentiary support, that some the Lifespace Work Product could not have been prepared in anticipation of litigation because "many of the Lifespace Communications pre-date *any* discussions between Edgemere and Defendants." Br. at 11. But Defendants fail to explain why Plaintiff or Lifespace could only have anticipated possible litigation with Defendants after certain, unspecified discussions between Edgemere and Defendants. In any event, the Fifth Circuit has rejected Defendants' suggestion that litigation must be imminent for documents to be entitled to the protection of the work product doctrine. *See, United States v. Davis*, 636 F.2d 1028, 1040 (5th Cir. 1981) ("It is admittedly difficult to reduce to a neat general formula the relationship between preparation of a document and possible litigation necessary to trigger the protection of the work product doctrine. We conclude that litigation need not necessarily be imminent as some courts have suggested as long as the primary motivating purpose behind the creation of the document was to aid in possible future litigation.") (internal citations omitted).[7] The evidence demonstrates that the Lifespace Work Product was prepared in anticipation of, or to aid in, litigation and thus is entitled to protection under the work product doctrine.

3. Lifespace did not waive its work product protections by disclosing the Lifespace Work Product to Plaintiff's counsel.

Unlike waiver of the attorney-client privilege, where disclosure to any third party can result in a waiver of the privilege, work product protection is only waived when there is a disclosure to an adversary or potential adversary. As the party asserting the waiver, Defendants have the burden of proving the Lifespace Work Product was waived. *See, e.g., Davidson v. Alltrade Tools, LLC*, 2019 WL 13194143, at *2 (N.D. Tex. May 10, 2019) ("Importantly, the burden of proving waiver

[7] Defendants also ignore that work product prepared in anticipation of *other* possible litigation may still be protected from disclosure. *See, e.g., United States v. Leggett & Platt, Inc.*, 542 F.2d 655, 660 (6th Cir. 1976) ("The work-product doctrine protects material produced in anticipation of other litigation.").

of work-product protection falls on the party asserting waiver."). Defendants fail to meet that burden here.

Defendants only argument is that Lifespace was a creditor of Plaintiff in the underlying chapter 11 case and therefore an adversary or potential adversary of Plaintiff. *See* Br. at 12 ("Creditors are always potential adversaries in a bankruptcy case, and Lifespace was no exception."). That argument misses the mark again because it incorrectly conflates the underlying chapter 11 case with the separate Adversary Proceeding against Defendants. Just because Lifespace may have been a creditor of Plaintiff in the underlying chapter 11 case does not make it an adversary or potential adversary of Plaintiff in this Adversary Proceeding. Indeed, as explained above and in the Harshfield Declaration, Lifespace and Plaintiff are completely aligned in this Adversary Proceeding and have a shared interest in holding Defendants accountable for their unlawful conduct. *See* Ex. 1, App'x at 3. Defendants have offered no evidence that Lifespace is an adversary or potential adversary of Plaintiff ***in this Adversary Proceeding***. Consequently, Defendants fail to meet their burden of proving a waiver of the protections of the work product doctrine.

C. The GrayRobinson Communications Are Privileged

Defendants also seek the wholesale disclosure of all communications with GrayRobinson (the "GrayRobinson Communications"), outside counsel to Edgemere's board of directors (the "Edgemere Board"). In support of that extraordinary relief, Defendants allege simply that "[i]t does not appear that any of the GrayRobinson Communications was intended to facilitate the provision of professional legal services *to the Edgemere Board*—GrayRobinson's client." Br. at 12. That is not correct. The GrayRobinson communications were made to facilitate the rendition of professional legal services from GrayRobinson to its client, the Edgemere Board, concerning a matter of common interest in this Adversary Proceeding. Ex. 1, App'x. at 3-4. These

communications are protected from disclosure by both the related companies' exception to waiver and Texas Rule of Evidence 503(b)(1)(C).

First, this Court has previously ruled that the related companies' exception to waiver applies to Lifespace and Plaintiff. *See* June 23 Order at 6-7. That exception includes the Edgemere Board because, like parent and subsidiary, which "are considered the same person for purposes of the privilege,"[8] the board of directors is also considered part of the corporate family for purposes of the privilege. *See, e.g., In re Grand Jury 90-1*, 758 F. Supp. 1411, 1413 (D. Colo. 1991) (holding that the attorney-client privilege of a company extends to the board of directors, finding that "relaying this information to the Board was merely making advice available to another part of this inanimate entity."). This conclusion is consistent with the Northern District of Texas's interpretation of the United States Supreme Court's seminal case concerning the application of the attorney-client privilege in the corporate setting, *Upjohn Co. v. United States*, 449 U.S. 383 (1981), which rejected a mechanistic approach to the application of the attorney-client privilege in the corporate setting in favor of a case-by-case evaluation to determine whether application of the privilege would further the underlying purpose of the privilege. *See American Airlines*, 2012 WL 12884822, at *5. In *American Airlines*, the Court agreed that the related companies' exception applied to a protect disclosure of privileged information shared between a parent and its majority-owned subsidiaries and rejected a claim of waiver for communications "shared with Blackstone employees, ***directors***, in-house counsel, and/or outside counsel." *Id*. at *5 (emphasis added). Similarly, this Court has held that the related companies' exception to waiver applies to Lifespace and its wholly owned affiliate, Edgemere. *See* June 23 Order at 6-7 ("The Court finds that the 'related companies exception' would apply to communications between Lifespace, the

[8] June 23 Order at 7 (quoting *Am. Airlines, Inc. v. Travelport Ltd.*, 2012 WL 12884822, at *5 (N.D. Tex. Jul. 16, 2012)).

Plaintiff and counsel to the extent the underlying communications were made in furtherance of legal services or are covered by some other applicable privilege."). As in *American Airlines*, that exception covers the directors of the Edgemere Board, who are ultimately responsible for making decisions for the Edgemere.

Defendants nevertheless attempt to separate the Edgemere Board from Edgemere and Lifespace, contending that "the interests of the Edgemere Board were separate and distinct from those of Edgemere itself and of Lifespace" and point to the GrayRobinson retention application filed in the underlying chapter 11 proceeding. Br. at 13 (citing to the purpose of GrayRobinson's retention in the chapter 11 proceeding to provide advice and counsel to the restructuring committee of the Edgemere Board to address matters involving the Debtor's restructuring and potential conflicts in the chapter 11 proceeding). Again, Defendants incorrectly conflate the underlying chapter 11 case from this Adversary Proceeding. Defendants have not offered any evidence that the Edgemere Board's interests conflicted with or diverged from the interests of Plaintiff and Lifespace ***in this Adversary Proceeding***. Indeed, none exists. The Edgemere Board shared a common interest with the Plaintiff and Lifespace in pursuing claims against Defendants in this Adversary Proceeding. *See* Ex. 1, App'x. at 3.

Second, the GrayRobinson communications are also protected from disclosure under Texas Rule of Evidence 503(b)(1)(C) because they were made to facilitate the rendition of professional legal services from GrayRobinson to its client, the Edgemere Board, concerning a matter of common interest in this Adversary Proceeding. Defendants argue that these communications are not protected because there is no pending action "involving GrayRobinson's client, the Edgemere Board, when the GrayRobinson Communications occurred." Br. at 12-13. But Rule 503(b)(1)(C)

does not require a pending action "involving" the client, it only requires a pending action. Here, the pending action is the Adversary Proceeding by Plaintiff against Defendants.

Finally, Defendants argue that the GrayRobinson Communications categorically are not protected by the work product doctrine. *See* Br. at 15. In support of that argument, Defendants simply reiterate their previous arguments with respect to work product: (a) neither Lifespace nor the Edgemere Board is a party to this Adversary Proceeding, and (b) the Edgemere Board waived its work product protections by sharing disclosing the work product to Plaintiff and Lifespace. *See* Br. at 15. Those arguments fail for the same reasons discussed above: (a) under *Hickman* and its progeny, the work product protection extends beyond just parties and includes the mental impressions, memoranda and correspondence of counsel for the Edgemere Board made in anticipation of possible litigation, and (b) Defendants have failed to meet their burden that the work product protection was waived by the Edgemere Board.

IV. CONCLUSION

For the foregoing reasons, the Court should deny all remaining aspects of the Motion that relate to the Lifespace Privileged Communications, Lifespace Work Product and GrayRobinson Communications, and order such further and other relief as is just and appropriate.

Dated: December 22, 2023

COOLEY LLP

/s/ Eric E. Walker

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CERTIFICATE OF SERVICE

I hereby certify that on December 22, 2023, a true and correct copy of the foregoing was served electronically on all persons via the Court's COM/ECF system.

/s/ *Eric E. Walker*
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EXHIBIT 4

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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)
Leif M. Clark, Trustee of the Edgemere Litigation Trust Plaintiff, v Intercity Investment Properties, Inc., and Kong Capital LLC, Defendants.	Adv. Pro. No. 22-03040 (MVL)

DEFENDANTS' REPLY TO THE RESPONSE OF LIFESPACE COMMUNITIES, INC.'S TO DEFENDANTS' MOTION TO COMPEL PRODUCTION OF THE LIFESPACE COMMUNICATIONS AND GRAYROBINSON COMMUNICATIONS

[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.

Defendants moved for, among other things, production of the Lifespace Communications and the GrayRobinson Communications.[1] The Lifespace Communications and GrayRobinson Communications were withheld first by Edgemere and now by Plaintiff based on misguided assertions of attorney-client privilege and work product protection. Lifespace alone responded, and its response shows that the documents were, and are, improperly withheld.

I. Disclosure of the Lifespace Communications waived the attorney-client privilege.

Lifespace does not dispute that it furnished all the Lifespace Communications to Edgemere's counsel post-petition. Lifespace's chief argument is that Tex. R. Evid. 503(b)(1)(C) excepts the disclosure from the general privilege waiver rule because Lifespace and Edgemere were aligned *in this adversary proceeding*. More particularly, Lifespace advances that "the underlying chapter 11 case" was "a ***different*** legal proceeding" from this adversary proceeding and that the "fact Lifespace may have engaged in arms' length negotiations with Plaintiff or was a creditor in a different proceeding does not undermine the common interest it shares with Plaintiff in *this* Adversary Proceeding." (Emphasis in original).

Lifespace's argument is self-defeating—it confirms that the disclosure waived privilege because the waiver exception embodied in Texas Rule of Evidence 503(b)(1)(C) applies only if the disclosing party and the receiving party[2] each are *parties* to the same "pending action." Lifespace insists that its disclosure was made as part of this adversary proceeding, that this adversary proceeding is distinct from the bankruptcy case, and that Lifespace is not (and never has

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[1] Capitalized terms not defined herein have the definitions ascribed to them in Defendants' *Supplemental Brief Regarding the Lifespace Privilege Waiver and GrayRobinson Communications*, ECF 434. The term Lifespace Communications means those communications between Lifespace and its outside counsel; the term "GrayRobinson Communications" means those communications between GrayRobinson and Edgemere, Lifespace, and/or Edgemere or Lifespace's respective professionals.

[2] More particularly, the Rule requires that disclosure be made to the *lawyer* for another party in a pending action or that lawyer's representative—not to the party itself.

been) a party to this adversary proceeding. Consequently, the disclosure was not made "to a lawyer representing *another party* in a pending action or that lawyer's representative," such that Texas Rule of Evidence 503(b)(1)(C) could apply.

Case authorities support this plain language interpretation of Rule 503(b)(1)(C). In *In re XL Specialty Ins. Co.*, 373 S.W.3d 46 (Tex. 2012), an injured employee brought a "bad faith" action against his employer's worker's compensation insurer. The trial court ordered that communications between the insurer's attorney and the employer made during the underlying administrative proceeding were discoverable, and the insurer and employer petitioned for a writ of mandamus holding that such communications were covered by the attorney-client privilege, relying chiefly on Texas Rule of Evidence 503(b)(1)(C). The Texas Supreme Court agreed with the trial court and held that the communications were not covered by the attorney-client privilege.

The *In re XL* Court characterized Rule 503(b)(1)(C) as an "allied litigant doctrine" narrower in scope than the corresponding federal "common interest" doctrine, in that "Texas requires that the communications be made in the context of a pending action." 373 S.W.3d at 51-52. In "jurisdictions like Texas, which have a pending action requirement," the Court held, "no commonality of interest exists absent actual litigation." *Id.* at 52. "Accordingly," Texas's "privilege is not a 'common interest' privilege that extends beyond litigation" nor "is it a 'joint defense' privilege, as it applies not just to defendants *but to any parties to a pending action*." *Id.* (emphasis added).

The Court continued to hold that the communications at issue were not covered by Rule 503(b)(1)(C) because the insurer was not a party to a pending action: "no matter how common XL's [the insurer's] and Cintas' [the employer's] interests might have been, our rule requires that

the communication be made to a *lawyer or her representative* representing another party in a *pending action*." *Id.* at 54 (emphasis in original).

Shortly after *In re XL*, another Texas court applied *In re XL*'s holding to conclude that documents exchanged between defendants in a pending action, on the one hand, and a bank the plaintiff-borrower sought to have added as a defendant to that action, on the other hand, were not protected under Rule 503(b)(1)(C) although (as argued by the relators) the defendants and the bank had a "common interest" in the outcome of the pending litigation, the plaintiff's "bankruptcy proceeding," and a second lawsuit by the plaintiff. *In re Park Cities Bank*, 409 S.W.3d 859, 875 (Tex. App.—Tyler 2013, no pet.). The court rejected the assertion of privilege because the parties claiming privilege "did not apply the 'pending action' requirement of Rule 503." *Id.* Although the lawyer and lawyer representatives to the communications each represented parties to pending litigation, they were not parties to the *same* litigation, so the privilege claim failed. *Id.*

Perhaps the clearest statement of the limitations of Rule 503(b)(1)(C) comes from *Benson v. Rosenthal*, 2016 WL 3001129 *4 (E.D. La. May 25, 2016) in which the court held that "Texas case law indicates that [Rule 503(b)(1)(C)] protects only persons who are co-litigants, either plaintiffs or defendants, in the same pending action, not in separate cases." (Citing *XL*, *supra*). In short, the Texas Supreme Court, a Texas intermediate court of appeals, and a federal court applying Texas law each have concluded that for Rule 503(b)(1)(C) to apply, the disclosure at issue must be between those representing parties *to the same litigation*.

Here, Lifespace emphasizes that this adversary proceeding is "a ***different*** legal proceeding" from the underlying bankruptcy. At the same time, though, Lifespace concedes that it is not and never has been a party to this adversary proceeding. Consequently, Lifespace's own analysis compels that its disclosure of the Lifespace Communications to Edgemere waived privilege.

While that is dispositive of the privilege issue, there is yet another, second, basis for the same result. To be privileged, the disclosure of the communication must also have been made to "facilitate the rendition of professional legal services *to the client*," Lifespace. (Emphasis added). Disclosing the Lifespace Communications to Edgemere's counsel did not and could not facilitate the rendition of professional legal services to Lifespace. Lifespace had its own counsel and all the tools necessary to review the document set for privileged communications. Instead, it turned over the entire universe of documents—including the Lifespace Communications—to Edgemere for privilege review. But as explained in Defendants' opening briefing, Edgemere's counsel was engaged by the Estate and *could not* render legal services to Lifespace, a major Estate creditor.

Lifespace attempts feebly to argue that Rule 503(b)(1)(C) "does not require the party to which the privileged communications were disclosed to provide legal services to the disclosing party" but rather that the Rule requires only that "the disclosure be made 'to facilitate the rendition of professional legal services to the client,' even where the services are provided by the client's own counsel." The flaw in this argument is that it is entirely unsupported by any Texas authority or by any showing that the disclosure in fact facilitated the rendition of professional legal services to Lifespace by Lifespace's counsel. Quite to the contrary, there was no proper reason for the Lifespace Communications ever to have been disclosed to Edgemere; Lifespace could simply *not* have done that, and instead reviewed and provided a privilege log for the Lifespace Communications on its own.[3]

[3] According to Nick Harshfield's declaration submitted with Lifespace's response, Lifespace reasoned that disclosure of the Lifespace Communications to Edgemere's counsel was warranted because the discovery issued to Lifespace was "substantially similar" to that issued to Edgemere and that all responsive documents "were likely to reside" on Lifespace's server. Put otherwise, rather than undertake its own search for responsive documents and to review same for privilege, Lifespace elected instead to dump all responsive documents on Edgemere's bankruptcy counsel and shift the cost of privilege review from Lifespace to Estate professionals.

In summation, Lifespace's own arguments demonstrate that Rule 503(b)(1)(C) does not apply here. Lifespace further omits to advance any other reason why its post-petition disclosure of the Lifespace Communications to Edgemere did not waive privilege. Consequently, the claim of privilege should be overruled and the Lifespace Communications should be produced.

II. The Lifespace Communications are not protected work product.

Defendants have little quibble with Lifespace's characterization of the work product doctrine. The problem with Lifespace's position is its failure to support legal argument with facts.

Lifespace claims the Lifespace Communications were prepared in anticipation of litigation. Purportedly in support of that notion, Lifespace submits a declaration from Nick Harshfield. Harshfield's declaration nowhere states that he reviewed or knows the substance of the Lifespace Communications withheld as work product. Harshfield's declaration similarly nowhere states the Lifespace Communications withheld as work product were created in anticipation of litigation. Instead, he advances that Lifespace's counsel and Edgemere's counsel coordinated to identify and withhold "Lifespace Work Product"—a fact over which he claims no personal knowledge and to which he is incompetent to testify—but never avers that the documents ultimately withheld as work product are, in fact, among the documents he defines as "Lifespace Work Product."

Harshfield's failure to offer more specificity with respect to the "Lifespace Work Product" is fatal to Lifespace's claim for work product protection. ***First***, as explained in Defendants' opening briefing, affidavits providing only conclusory statements are insufficient to support a claim of work product protection.[4] ***Second***, some of the documents over which Lifespace claims

[4] *Colardo-Keen v. Rockdale Cnty., Georgia*, No. 1:14-CV-489-MHC, 2017 WL 4422349, at *2 (N.D. Ga. May 16, 2017); *see also Biegas v. Quickway Carriers, Inc.*, 573 F.3d 365, 381 (6th Cir. 2009); *Hunte v. Schneider Nat'l Carriers, Inc.*, No. 13-CV-2069-WSD, 2014 WL 3955723, at *4 (N.D. Ga. Aug. 13, 2014) ("The affidavit submitted by Jean Levash does not contain a factual basis for asserting the work-product privilege, and it is facially self-serving to support avoiding the production of required discovery."); *Freiermuth v. PPG Indus., Inc.*,

protection pre-date this litigation by well over a year and, particularly considering the allegation that Defendants *caused* Edgemere's bankruptcy through their acts and omissions in late 2021 and early 2022, it is unclear how such communications could have related to *this* litigation. As characterized by Lifespace at page 10 of its brief, the "Lifespace Work Product" purportedly was created in anticipation of "future litigation with Defendants," but nowhere does Harshfield or Lifespace explain how Lifespace's counsel was preparing for litigation with Defendants before any of Defendants' alleged acts or omissions even had taken place. Either the allegations of the Complaint are false or the assertions in Harshfield's declaration are false; as the entity seeking to withhold documents, it is Lifespace's burden to show which set of conflicting assertions is false.[5]

What is more, even if the Lifespace Communications were once protected work product, their disclosure to Edgemere destroyed any such protection. As explained in Defendants' prior briefing, disclosure of work product even to a *potential* adversary destroys the protection. And Lifespace and Edgemere certainly were at least *potential* adversaries for the reasons explained before (and for the additional reasons that will be shown through the evidence at the upcoming January 12, 2024 evidentiary hearing). Among those reasons: Lifespace was a major creditor and, during the one-year pre-petition period, had drained millions of dollars of liquidity from Edgemere in preferential or fraudulent transfers, as explained by Nick Harshfield during Edgemere's meeting of creditors under section 341(a).

Lifespace urges that the disclosure is irrelevant because it was made as part of the adversary proceeding, not as part of the underlying bankruptcy case. That distinction makes no difference in

218 F.R.D. 694, 699 (N.D. Ala. 2003) ("An affidavit containing mere conclusory statements that a document was prepared for the purpose of obtaining legal advice will not suffice in meeting defendant's burden.").

5 *Hodges, Grant & Kaufmann v. U.S. Govt. Dept. of the Treasury, IRS*, 768 F.2d 719, 721 (5th Cir. 1985) ("The burden of establishing that a document is work product is on the party who asserts the claim").

this context and Lifespace cites no authority for the proposition. Edgemere and Lifespace were *potential* adversaries, and whether Edgemere may have advanced claims against Lifespace in this adversary proceeding, in another one, or through the claims administration process is wholly irrelevant. What matters under established Fifth Circuit precedent is that Lifespace disclosed the Lifespace Communications to Edgemere, a potential adversary. *See Ecuadorian Plaintiffs v. Chevron Corp.*, 619 F.3d 373, 378 (5th Cir. 2010) ("Although work-product immunity is not automatically waived by disclosure of protected material to third parties, disclosure does waive protection if it 'has substantially increased the opportunities for *potential adversaries* to obtain the information.'") (Emphasis added).

III. The GrayRobinson Communications are not privileged.

For many of the same reasons that the production of the Lifespace Communications are not properly withheld on privilege grounds, neither are the GrayRobinson Communications. Before explaining why, though, Defendants first note that Lifespace utterly fails to identify its standing to advance privilege or work-product protection over the GrayRobinson Communications when Lifespace was not GrayRobinson's client. In fact, Lifespace lacks standing to do so, and Lifespace's arguments about the GrayRobinson Communications may and should be rejected for that reason.

Even if Lifespace was a proper party to claim privilege over the GrayRobinson Communications, the GrayRobinson Communications are not and were never privileged.[6] Each pre-dates the commencement of this proceeding and, consequently, was not made by or to another

[6] To be clear, some of the GrayRobinson Communications are solely between GrayRobinson attorneys and some or all of Jesse Jantzen, Nick Harshfield, and Eddie Fenoglio. Given the multiple roles those individuals played and Lifespace and Edgemere's refusal to distinguish between which of those individuals' communications were on behalf of which entity, Lifespace has failed to demonstrate that those individuals were communicating in their capacities as Edgemere Board members here.

party in a *pending* action, as required for Texas Rule of Evidence 503(b)(1)(C) to apply—all as further addressed above with respect to Lifespace. Lifespace recognizes and acknowledges this requirement in its briefing, but inexplicably opines that the requirement is met because this adversary proceeding began *after* the GrayRobinson Communications occurred, effectively rewriting the Rule by substituting the word "impending" for the word "pending," and flatly contrary to *In re XL*, *Park Cities*, and *Benson*, *supra*. Lifespace identifies no authority holding that later-commenced litigation serves to cloak pre-litigation communications in privilege and none exists.

That issue—the absence of pending litigation—is dispositive. But, even if it was not, Lifespace's other arguments are equally infirm. Lifespace first argues that the Court already has concluded that the "related companies" exception to waiver applies to all communications between Lifespace and Plaintiff. That is both false and irrelevant. False because the Court's referenced order includes no such holding, and irrelevant because the GrayRobinson Communications are not with Plaintiff.[7] What is more, Lifespace cites no Texas authority even for the existence of a "related companies" exception to waiver under Texas law, much less facts supporting that it applies here.

Lifespace relatedly argues that Edgemere and its board are one and the same for purposes of privilege. The opinions Lifespace cites in support of this proposition are distinguishable, though. Here, unlike in Lifespace's cited cases, GrayRobinson's engagement letter specifies that its client was *only* the Edgemere Board, and *not* Edgemere itself. As explained in Defendants' earlier brief, "GrayRobinson's engagement letter specifies that the firm was to serve 'as counsel to the Edgemere Board and not to [Edgemere].'" Applying Lifespace's rule—that a company and its

[7] Lifespace presumably meant "Edgemere" when it referenced Plaintiff. Even so, the assertion still is irrelevant. GrayRobinson's client was the Edgemere Board, not Edgemere.

board are always the same for privilege purposes, even if the board engages separate counsel—would foreclose board counsel from providing confidential advice to its board client without that advice being equally available to company officers.[8]

Lifespace's argument also fails because even if it was right—that is, even if the Edgemere board and Edgemere are the same for privilege purposes—the GrayRobinson Communications still would be due to be produced because the "weight of authority . . . holds that a dissolved or defunct corporation retains no privilege." *S.E.C. v. Carrillo Huettel LLP*, No. 13 CIV. 1735 GBD, 2015 WL 1610282, at *2 (S.D.N.Y. Apr. 8, 2015). Here, Edgemere dissolved upon the plan effective date.[9] So too, therefore, did the privilege.

Lifespace finally argues, equally weakly, that the interests of Edgemere and its Board were at all times aligned. Aside from being immaterial given the absence of a pending action, this argument also is unsupported. The Board sought to engage its own counsel specifically to manage its own distinct duties. What is more, the Board's duties no longer ran to Edgemere, but to the creditor body at large. *Lifespace offers no facts to the contrary*, or at least no meaningful ones. The only support offered is Nick Harshfield's conclusory and untested statement in his new declaration that "the interests of the board of directors of Edgemere have been consistently aligned with the interests of Lifespace, Edgemere, and the Plaintiff in this Adversary Proceeding." Such conclusory assertions are not enough to carry Lifespace's burden, as the (improper) entity asserting privilege, to prove application of the privilege.

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[8] Such a rule would be wholly unworkable. Customary board functions include the selection and removal of key officers—like presidents and CEOs—and fixing their compensation. Under Lifespace's proposed rule, a board could not discuss those matters with its counsel without the very same officers about whom the advice pertains also having access to those communications.

[9] *See* Fourth Amended Plan, Bankr. Dkt. 1241, § 4.6 ("The Plan shall constitute a decree of dissolution with respect to each of the Debtors"); Notice of Effective Date, Bankr. Dkt. 1620 ("Therefore, June 13, 2023, is the Effective Date of the Plan").

The GrayRobinson Communications are not privileged. They are due to be produced.

IV. The GrayRobinson Communications are not protected work product.

As with the Lifespace Communications, Lifespace fails here to show that the GrayRobinson Communications are protected work product:

First, as identified above with respect to privilege, Lifespace has no standing to assert work product protection on behalf of GrayRobinson's client. ***Second***, as identified above with respect to the Lifespace Communications, Lifespace omits to advance *facts* supporting the application of the protection. ***Third***, as explained in Defendants' prior briefing and never refuted by Lifespace, the GrayRobinson Communications were freely available between and among Lifespace and Edgemere in addition to Edgemere's Board, even though Lifespace was a major creditor and future adversary at the time of the GrayRobinson Communications. In short, each of the GrayRobinson Communications was disclosed to *at least* a potential adversary, if not an actual one.

Any protection that may once have attached to the GrayRobinson Communications has been waived, Lifespace is not a proper party to assert the protection anyway, and the GrayRobinson Communications are due to be produced.

* * *

For the foregoing reasons, for those reasons set forth in Defendants' earlier briefing, and based on the additional facts that will be adduced during the January 12, 2024 evidentiary hearing, all claims of privilege or protection over the Lifespace Communications and the GrayRobinson Communications should be overruled, and those documents ordered to be produced immediately.

Dallas, Texas
January 8, 2024

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CERTIFICATE OF SERVICE

I certify that on this 8th day of January, 2024, a copy of the foregoing was filed electronically with the Clerk of Court via ECF, which caused a copy of same to be transmitted to all counsel of record.

/s/ *Michael S. Held*
Michael S. Held

EXHIBIT 5

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Michelle V. Larson

Signed April 24, 2024

United States Bankruptcy Judge

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

In re:	§	**Chapter 11**
NORTHWEST SENIOR HOUSING CORPORATION, *et al.*,	§	**Case No. 22-30659-mvl11**
Debtor.	§	
LEIF M. CLARK, TRUSTEE OF THE EDGEMERE LITIGATION TRUST,	§	
Plaintiff,	§	
v.	§	**Adv. Pro. No. 22-03040-MVL**
INTERCITY INVESTMENT PROPERTIES, INC., and KONG CAPITAL LLC,	§	
Defendants.	§	

ORDER ON MOTIONS TO COMPEL

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Before the Court are two motions: (1) the *Motion to Compel Production by the Plaintiff* [ECF No. 362] and the *Supplemental Brief Regarding the Lifespace Privilege Waiver and GrayRobinson Communications* [ECF No. 434] (collectively, the "**Lifespace Motion**") filed by Defendants Intercity Investment Properties, Inc. ("**ICI**") and Kong Capital LLC ("**Kong**") (collectively, the "**Defendants**") and (2) the Defendants' *Supplemental Motion to Compel Production of FTI Consulting, Inc. Documents and Brief in Support* [ECF No. 386] and *Supplemental Brief Regarding FTI Consulting, Inc. Documents* [ECF No. 442] (collectively, the "**FTI Motion**").

In the Lifespace Motion, the Defendants assert that Lifespace Communities, Inc. ("**Lifespace**"), a non-party to the above-captioned adversary proceeding (the "**Adversary Proceeding**") and the parent/sponsor of Northwest Senior Housing Corporation ("**Edgemere**" or the "**Debtor**"), waived its attorney client privilege when it disclosed communications between Lifespace and its counsel[1] (the "**Lifespace Communications**") to Edgemere and its counsel as part of a joint production. The Defendants also argue that the Lifespace Communications were improperly withheld on work product grounds. Additionally, the Defendants argue that Lifespace and Edgemere's communications with GrayRobinson (the "**GrayRobinson Communications**"), counsel to Edgemere's Board of Directors (the "**Edgemere Board**"), are not protected by the attorney client privilege and the work product doctrine for similar reasons as the Lifespace Communications.

On December 22, 2023, Lifespace filed its *Brief in Support of Response of Lifespace Communities, Inc. Regarding Defendant's Motion to Compel* [ECF No. 449] (the "**Lifespace**

[1] Over time, Lifespace's counsel included attorneys from Dorsey & Whitney LLP, Perkins Coie LLP, Cooley LLP, Locke Lord LLP, Norton Rose Fulbright, Gilmore & Bell, P.C., Ropes & Gray LLP, and Stewart Wiegland & Owens PC.

Response"). In the Lifespace Response, Lifespace contends the Lifespace Communications are protected from disclosure because Lifespace and Edgemere shared a common interest in the litigation. Lifespace further asserts that the communications were protected under the work product doctrine because Lifespace and Edgemere were never adverse, and the communications were made in anticipation of litigation. Similarly, Lifespace argues that the GrayRobinson Communications are protected by the common interest exception and the work product doctrine.

On January 8, 2024, the Defendants filed their *Reply to the Response of Lifespace Communities, Inc.'s to Defendants' Motion to Compel Production of the Lifespace Communications and GrayRobinson Communications* [ECF No. 455] (the "**Reply**"), by which the Defendants again assert that the Lifespace and GrayRobinson Communications are not covered by the work product doctrine. For the first time in the Reply, the Defendants substantively assert that the common interest doctrine does not apply under Texas law and that because Lifespace was not a party to the current litigation it waived the attorney client privilege as to the Lifespace Communications.

On January 12, 2024, the Court held a hearing (the "**January Hearing**") on the Lifespace Motion. Counsel appeared for the Defendants, Lifespace, and Leif M. Clark, Trustee of the Edgemere Litigation Trust (the "**Plaintiff**"). After hearing the testimony of Nick Harshfield ("**Mr. Harshfield**"), the Chief Financial Officer of Lifespace and Edgemere Board member, and the arguments of counsel on the underlying issues, the Court took the matter under advisement.[2]

In the FTI Motion, the Defendants assert that pre-petition communications with FTI Consulting, Inc. ("**FTI**") professionals and the Plaintiff (the "**FTI Communications**") are not

[2] Given the pendency of the FTI Motion and the related arguments, the Court held its decision on the Lifespace Motion in abeyance pending further hearing on the FTI Motion.

protected by the work product doctrine or the attorney client privilege. Similar to their arguments with regard to the Lifespace Communications, the Defendants argue that because Lifespace was included on many of the FTI Communications that the attorney client privilege with regard to those communications was waived. The Defendants also assert that because Lifespace was a potential adversary that the work product protection did not attach.

On January 29, 2024, the Plaintiff filed his *Supplemental Response Brief Regarding FTI Consulting, Inc. Documents* (the "**Supplemental Response**") [ECF No. 471]. In the Supplemental Response, the Plaintiff argues that the attorney client privilege was not waived as to the FTICcommunications because there was a common interest privilege that applied between Lifespace and Edgemere. The Plaintiff also asserts that the FTI Communications were protected by both the attorney client privilege and the work product doctrine.

On February 9, 2024, the Defendants filed their *Reply to Plaintiff's Supplemental Response Brief Regarding FTI Consulting, Inc. Documents* (the "**FTI Reply**") [ECF No. 474]. In the FTI Reply, the Defendants argue that the FTI Communications are not privileged because they were considered by a testifying expert when making his testimony. The Defendants also assert that the FTI Communications do not constitute work product because they were not made in anticipation of litigation. Finally, the Defendants echo their previous argument that the inclusion of Lifespace and GrayRobinson on the FTI Communications waived the privilege and protection.

On February 22, 2024, the Court held a hearing (the "**February Hearing**") on the FTI Motion. Counsel appeared for the Defendants, Plaintiff, and Lifespace. After hearing the testimony of Mr. Harshfield and the arguments of counsel on the underlying issues, the Court took the matter under advisement to be determined with the Lifespace Motion.

I. Jurisdiction

The Court has jurisdiction pursuant to 28 U.S.C. § 1334(b), and the matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(B). Venue is proper in this district pursuant to 28 U.S.C. § 1409(a).

II. Factual and Procedural History

On April 14, 2022, the Debtor filed a voluntary petition for bankruptcy under Chapter 11 of the Bankruptcy Code (the "**Bankruptcy Proceeding**").[3] On the same day, the Debtor filed its Complaint alleging certain causes of action against ICI and/or Kong. ECF No. 1. On June 28, 2022, the Defendants served a subpoena on Lifespace, the direct parent and sole member of Edgemere. ECF No. 64. Lifespace had appeared throughout the Bankruptcy Proceeding but is a non-party to the Adversary Proceeding. The Defendants separately served discovery on Edgemere. On August 1, 2022, Lifespace responded to the subpoena with its objections and responses asserting that it would produce the documents by way of the Edgemere. Edgemere began its production (the "**Joint Production**") shortly thereafter and did not distinguish between documents produced by Edgemere versus documents produced by Lifespace. Edgemere also produced a privilege log (the "**Joint Privilege Log**"), which also did not distinguish which party asserted the privilege.

On November 29, 2022, the Defendants filed their *Motion to Compel Lifespace Communities, Inc.'s Production of Documents* (the "**Initial Motion**") [ECF No. 238]. In the Initial Motion the Defendants asserted that Lifespace failed to comply with the subpoena because (1) the Defendants could not identify Lifespace-specific documents in Edgemere's production, and (2) Edgemere's privilege log inadequately identified documents withheld based on Lifespace's

[3] Voluntary Petition for Non-Individuals Filing for Bankruptcy, Case No. 22-30659-mvl11, ECF No. 1 (Bankr. N.D. Tex. 2022).

privilege. The Court held a hearing on the Initial Motion on January 25, 2023. ECF No. 287. Shortly after the hearing, the Adversary Proceeding was stayed from February 1, 2023, through July 19, 2023, to allow Edgemere's proposed chapter 11 plan to proceed through confirmation. *See* ECF No. 298. The Court issued an Order on June 23, 2023 (the "**June Order**") [ECF No. 314]. In the June Order, the Court found that the "related companies exception" applied to communications between Edgemere, Lifespace and counsel "to the extent the underlying communications were made in furtherance of legal services or are covered by some other applicable privilege." *Id.* at 6. Further, the Court noted that it could not determine if an exception to the waiver of the attorney client privilege applied until the substantive privilege had been established. *Id.* at 7. The Court ruled that it could not ascertain whether privilege attached to the documents without reviewing the documents and told parties to meet and confer to narrow the issues before pursuing *in camera* review. *Id.* at 9-10.

After several status conferences addressing the Joint Production and Joint Privilege Log, Lifespace filed its *Motion to Clarify the Order Regarding the Production of Documents by Lifespace Communities, Inc.* (the "**Motion to Clarify**") [ECF No. 372] on October 17, 2023. The Court held a hearing on the Motion to Clarify on November 7, 2023. At that hearing, Lifespace offered a stipulation that "(1) Lifespace's and Plaintiff's respective documents productions would have for all purposes been identical, and (2) all documents produced by Lifespace and Plaintiff to Defendants are owned by both Lifespace and Plaintiff," which the Court later entered as an Order. ECF No. 418.

The Defendants filed their *Motion to Compel Production by Plaintiff and Brief in Support* (the "**Original Motion to Compel**") [ECF No. 362] and their *Omnibus Motion to Compel* (the "Omnibus Motion") [ECF No. 363] on October 16, 2023. The Defendants also filed their

Supplemental Motion to Compel Production of FTI Consulting, Inc. Documents [ECF No. 386] on November 1, 2023. The Court held a hearing on the three motions on November 9, 2023, during which the Court instructed the parties to meet and confer regarding the issues raised in the hearing and continued certain matters to November 29, 2023. *See* ECF Nos. 414, 415, & 417. On November 29, 2023, the Court requested supplemental briefing on (1) whether Lifespace's post-petition disclosure of documents to Edgemere served to waive privilege and/or protection over communications between Lifespace and its counsel, (2) whether pre-petition communications between Lifespace, Edgemere, and their respective counsel with GrayRobinson is privileged or protected, and (3) whether there were any defects regarding FTI's production. ECF No. 432. The Defendants filed the Lifespace Motion and the FTI Motion and this further litigation ensued.

III. Analysis

There are two primary questions before the Court. First, the Court must determine whether the federal common interest exception to attorney client privilege applies to the disclosure of the Lifespace, GrayRobinson, and FTI Communications. Second, the Court must determine whether the work product doctrine allows the Plaintiff and Lifespace to withhold production of any of the Lifespace, GrayRobinson, and FTI Communications. Specifically, the Court must determine if there was any adversity between Edgemere and Lifespace that would waive work product protection. The following constitutes the Court's analysis.

a. Attorney Client Privilege

The Federal Rules of Evidence apply to this Adversary Proceeding, but Federal Rule of Evidence 501 provides that, "state law governs privilege regarding a claim or defense for which state law supplies the rule of decision." FED. R. EVID. 501. In this proceeding, every cause of action

in the Amended Complaint, except the equitable subordination claim (Count 8), is based on Texas law. Therefore, Texas law supplies the rule of decision for attorney client privilege issues in this Adversary Proceeding. Furthermore, the Court notes that neither party contests that Texas privilege law applies in this Adversary Proceeding. Because the Bankruptcy Proceeding is based on federal law, "the common law—as interpreted by United States courts in the light of reason and experience—governs a claim of privilege" as it relates to the Bankruptcy Proceeding. *Id.*

Texas law generally shields confidential communications made between clients and their counsel for the purpose of facilitating legal services from disclosure. *See* Tex. R. Evid. 503(b). The attorney client privilege applies to communications if it can be shown that: (1) the communication was confidential; (2) made between or among the client, lawyer, and their representatives; (3) for the purpose of facilitating the rendition of legal services; and (4) the privilege has not been waived. *Crider, Inc. v. Silgan Containers LLC*, No. 3:21-CV-1047-M, 2023 WL 479094, at *9 (N.D. Tex. Jan. 13, 2023). The burden of proof is on the privilege claimant. *Id.*

The Texas Supreme Court has recognized that privileges "represent society's desire to protect certain relationships." *Republic Ins. Co. v. Davis*, 856 S.W.2d 158, 163 (Tex. 1983). "It is the rule in Texas that the protections afforded by a privilege are waived by voluntary disclosure of the privileged documents." *Jordan v. Court of Appeals for Fourth Supreme Judicial Dist.*, 701 S.W.2d 644, 649 (Tex. 1985). More specifically, under Texas law, the attorney client privilege prohibits disclosure of confidential communications made for the purpose of facilitating the rendition of professional legal services to the client. Tex. R. Evid. 503(b)(1). The privilege can be claimed by the client or by the attorney on the client's behalf. *Id.* at 503(c).

Generally, the voluntary disclosure of privileged communications to a third party results in a waiver of the privilege. *Id.* at 511. There is an exception to this rule found in Rule 503(b)(1)(C) of the Texas Rules of Evidence. This exception protects

> confidential communications made for the purpose of facilitating the rendition of professional legal services … by the client or a representative of the client, or the client's lawyer or a representative of the lawyer, to a lawyer or a representative of a lawyer representing another party in a pending action and concerning a matter of common interest therein.

Tex. R. Evid. 503(b)(1)(C).

The Supreme Court of Texas has specifically distinguished the Texas exception contained in Texas Rule of Evidence 503(b)(1)(C) from the federal common interest privilege. *See In re XL Specialty Ins. Co.*, 373 S.W.3d 46, 51-52 (Tex. 2012) (distinguishing *In re Santa Fe Int'l Corp.*, 272 F.3d 705, 710 (5th Cir. 2001)). The Supreme Court of Texas notes in *XL Specialty* that the Texas privilege is neither a common interest privilege, nor is it a joint defense privilege, but is "more appropriately termed an 'allied litigant' privilege." *Id.* at 52. The Texas allied litigant doctrine requires that communications be made in the context of a *pending action*. *Id.* at 51-52. "[N]o commonality of interest exists absent *actual* litigation." *Id.* at 52 (emphasis added). Additionally, the Texas allied litigant doctrine "protects communications made between a client, or the client's lawyer, to another party's lawyer, not to the other party itself." *Id.* Therefore, the allied litigant doctrine requires "the communication be made to a lawyer or her representative representing another party in a pending action." *Id.* at 54.

The Defendants first assert that certain of the Edgemere communications are no longer privileged because a dissolved company retains no privilege. Next, the Defendants further assert that Lifespace waived its attorney client privilege as to the Lifespace Communications because it disclosed those communications to Edgemere and its counsel via the Joint Production and by

allowing Edgemere to review its documents for privilege. Finally, the Defendants argue the attorney client privilege either did not attach or was waived, as it relates to the FTI and GrayRobinson Communications, because Lifespace and its counsel were included on the communications and the communications were not made by a party in a pending action. The Court will address each of these arguments in turn.

i. The Plaintiff May Claim Privilege Even Though Edgemere Dissolved

The Court will first address the Defendants' argument that the Plaintiff cannot claim the attorney client privilege for a corporation that has dissolved because the answer is so straightforward. Texas Rule of Evidence 503(c)(4) provides that the attorney client privilege may be claimed by "the successor, trustee, or similar representative of a corporation, association, or other organization or entity—whether or not in existence." Under article 3.2(j) of the Litigation Trust Agreement, the Plaintiff has the authority to "preserve, assert, or waive any privilege or any defense on behalf of the Litigation Trust or the Debtors."[4] Therefore, the attorney client privilege may be claimed by the Plaintiff even if the Debtor has been dissolved, which Mr. Harshfield testified was not the case at the February Hearing. As such, the Debtor's dissolution would not waive privilege.

ii. The Effect of Disclosing the Lifespace Communications to Edgemere

The Court will next address the effect of Lifespace disclosing the Lifespace Communications to Edgemere via the Joint Production and Edgemere's counsel's review thereof. The crux of the Defendants' argument is that the attorney client privilege was waived by the disclosure of the Lifespace Communications to Edgemere because Lifespace is not a party to the

[4] Notice of Filing of Supplemental Information to Plan Supplement, Case No. 22-30659-mvl11, ECF No. 1526 (Bankr. N.D. Tex. 2022).

Adversary Proceeding. The "allied litigant doctrine" only protects the disclosure of documents between parties to the same, active litigation. *See XL Specialties*, 373 S.W.3d at 52. Therefore, the Court must determine whether Lifespace is a party to the current litigation.

At the January Hearing, Lifespace argued that it is a party to the litigation because it is a subpoena party. Relying on *Russell v. Jones*, 49 F.4th 507 (5th Cir. 2022), Lifespace argues that a subpoena constitutes a suit or legal action because it is a coercive judicial process. Lifespace also argues that under *Broidy Cap. Mgmt. LLC v. Muzin*, 61 F.4th 984 (D.C. Cir. 2023), the term "party" is an expansive concept that includes a party like Lifespace because it would be bound by the Court's ruling and would be able to appeal this Order.

Lifespace's argument on this point is part of the incongruity in the parties' briefing and argument with regard to the instant Motions and occurring historically in these cases. The Defendants argued *for the first time* substantively in their Reply that Texas law governs the Court's determination of privilege pursuant to Texas Rule of Evidence 503(b)(1)(C) and particularly the "allied litigant doctrine" as laid out by the Texas Supreme Court in *XL Specialty*.[5] Lifespace does not dispute the applicability of state law, but nevertheless continues to point this Court to *federal* cases applying *federal* common law. The Court again notes that *XL Specialty* specifically distinguished federal common law from the Texas "allied litigant doctrine." *XL Specialties*, 373 S.W.3d at 52.

In an attempt to save its privilege, Lifespace argued at the January Hearing that the Court should apply the federal common interest privilege under the law of the case doctrine based on the Court's June Order. Under the law of the case doctrine, "when a court decides upon a rule of law,

[5] Prior to the Reply, the Defendants had relied on federal common law in their briefing in this Adversary Proceeding.

that decision should continue to govern the same issues in subsequent stages of the same case." *Montante v. Fed. Bureau of Prisons*, No. 3:23-CV-2358-D-BH, 2023 WL 8006410, at *1 (N.D. Tex. Nov. 17, 2023) (quoting *Christianson v. Colt Indus. Operating Corp.*, 486 U.S. 800, 815-816 (1988)). However, trial courts have discretion on when to apply the doctrine. *Id.* Review of a prior substantive ruling is appropriate in three instances—where there exists: (1) substantially different evidence; (2) a change in controlling authority; or (3) a "clearly erroneous" decision that would work a manifest injustice. *Id.* (citing *Free v. Abbott Lab'ys, Inc.*, 164 F.3d 270, 272 (5th Cir. 1999). Additionally, the doctrine only applies to issues that were actually decided. *Clifford v. Gibbs*, 298 F.3d 282, 331 (5th Cir. 2002). "An issue is 'actually decided' if the court explicitly decided it or necessarily decided it by implication." *Af-Cap, Inc. v. Republic of Congo*, 462 F.3d 417, 425 (5th Cir. 2006). Here, the Court has never been called upon to decide which substantive privilege law applied. Although the Court would certainly have preferred a more timely assertion of the Defendants' position on this issue and briefing more geared toward state law privilege, the Court is behooved to apply the law that the Rules require and the parties ***agreed*** was applicable—Texas state law.

As it regards Texas Rule of Evidence 503, the term "party" has been interpreted narrowly to mean "only persons who are co-litigants, either co-plaintiffs or co-defendants, in the same pending action, not in separate cases." *Benson v. Rosenthal*, No. CV 15-782, 2016 WL 3001129, at *4 (E.D. La. May 25, 2016)(citing *XL Specialty*, 373 S.W.3d at 52). While the federal common interest privilege applies to co-defendants in actual litigation as well as to communications between potential co-defendants and their counsel, the Texas Supreme Court distinguished the federal privilege from the Texas allied litigant doctrine, clarifying that the communications must be made in the context of a pending action. *See XL Specialty*, 373 S.W.3d at 52 n. 7. Therefore,

under Texas law, one must be an actual co-litigant in pending litigation for a communication to fall under the allied litigant exception to waiver of the attorney client privilege. *See id.*

The Court notes that the Lifespace Communications were *Lifespace only* documents between Lifespace and its counsel, which, Lifespace's only witness, Mr. Harshfield, testified at the January Hearing, were not accessible by Edgemere employees despite the two entities sharing a server. Because Lifespace is Edgemere's parent/sponsor and is not a co-plaintiff or co-defendant to the Adversary Proceeding, it is not a "party" as that term is used in the Texas allied litigant doctrine. Therefore, the allied litigant doctrine does not serve to protect the Lifespace Communications from waiver. The Court will note that Lifespace's waiver of the attorney client privilege is a consequence of the production method that it unilaterally employed with Edgemere. Lifespace freely produced its private communications with its counsel to Edgemere and Edgemere's counsel for review. Therefore, the attorney client privilege has been waived as to the Lifespace Communications.

iii. The Effect of Lifespace Being Included on the GrayRobinson and FTI Communications

The GrayRobinson and FTI Communications are distinct from the Lifespace Communications based on when and how the alleged waiver of the attorney client privilege took place. The Defendants claim that the GrayRobinson Communications are not privileged because the communications contained Lifespace's outside counsel, Edgemere's outside counsel, and Edgemere's restructuring consultants. Each of the disputed GrayRobinson Communications were dated pre-petition, spanning March to April 2022, which the Defendants also claim waives the privilege because they did not take place during a pending action. The Defendants raise similar arguments as to the FTI Communications, asserting that the inclusion of Lifespace on the FTI

Communications served as a third party disclosure that either prevented the privilege from attaching or waived the privilege entirely. Additionally, the Defendants argue that because the FTI Communications took place pre-petition they would also fail to meet the pending action requirement under Texas law. By way of contrast, the attorney client privilege with regard to the Lifespace Communications was waived *after* the commencement of the Adversary Proceeding by disclosing Lifespace only communications to Edgemere via the Joint Production.

Having reviewed the Joint Privilege Log, as well as numerous documents *in camera*, over the course of this Adversary Proceeding, it is without question that communications exist wherein legal advice was secured for two different proceedings, the Bankruptcy Proceeding and the Adversary Proceeding. As already mentioned, any communications made in furtherance of the Adversary Proceeding are governed by Texas privilege law because the vast majority of the causes of action in the Amended Complaint are state law causes of action. *See* Fed. R. Evid. 501. However, any communications made in furtherance of the Bankruptcy Proceeding would be governed by federal common law.

Under federal common law, the attorney client privilege is one of the oldest recognized privileges for confidential communications. *Upjohn Co. v. United States*, 449 U.S. 383, 389 (1981). The privilege is intended to encourage "full and frank communication between attorneys and their clients and thereby promote broader public interests in the observance of law and the administration of justice." *Id.* The attorney client privilege applies to communications if it can be shown that: (1) the communication was confidential; (2) made to a lawyer or his subordinate; (3) for the primary purpose of securing either legal opinion or legal services, or assistance in a legal proceeding. *Jolivet v. Compass Group USA, Inc.*, 340 F.R.D. 7, 19 (N.D. Tex. 2021) (citing *United States v. Robinson*, 121 F.3d 971, 974 (5th Cir. 1997)). The client retains the attorney client

privilege unless the privilege has been waived. *See id.* at 20. The privilege is so highly regarded that courts have found that the privilege survives the death of the client. *Swindler & Berlin v. United States*, 524 U.S. 399, 410 (1998).

Additionally, federal common law recognizes the "related companies exception" to waiver of the attorney client privilege. *See Am. Airlines, Inc. v. Travelport Ltd.*, No. 4:11-CV-244-Y, 2012 WL 12884822, at *5 (N.D. Tex. July 16, 2012). Under the related companies exception, "corporations related through common ownership or control are treated as one entity for attorney-client privilege purposes." *Id.* (quoting *Pasadena Refining Sys. Inc. v. United States*, No. 3:10-CV-0785-k(BF), 2011 WL 1938133, at *2 (N.D. Tex. Apr. 26, 2011)). This means that "the disclosure of communications between a parent and its majority-owned subsidiaries does not result in a waiver of the attorney-client privilege." *Id.*

The Court previously held in its June Order that the related companies exception applies to "communications between Lifespace, the Plaintiff, and counsel to the extent the underlying communications were made in furtherance of legal services or are covered by some other applicable privilege." ECF No. 314 at 6. The Court further clarified that the disclosure must be made between the entities "for the purpose of eliciting assistance from the attorney in rendering legal advice or services." *Id.* at 8. In the Bankruptcy Proceeding, Edgemere, the Edgemere Board, and Lifespace all shared a common legal interest. Mr. Harshfield wholeheartedly testified at both the January and February Hearings that there was never any adversity between Edgemere and Lifespace. Therefore, any joint communications that were in furtherance of the Bankruptcy Proceeding would still be privileged under the federal related companies exception.

The existence of the current Adversary Proceeding does not waive the attorney client privilege as to the communications that were made in furtherance of the Bankruptcy Proceeding.

Therefore, the Court finds that any of the FTI and GrayRobinson Communications that were made in furtherance of the Bankruptcy Proceeding are privileged, but that the attorney client privilege has been waived as to any FTI and GrayRobinson Communications that were made in furtherance of the Adversary Proceeding given that the communications would fail to meet the pending action requirement having occurred prior to the Adversary Proceeding being initiated.

In sum, Lifespace waived its individual attorney client privilege as to the Lifespace Communications by disclosing them to Edgemere as part of the Joint Production. With regard to the GrayRobinson and FTI Communications that were prepared in furtherance of the Bankruptcy Proceeding, those communications are privileged, but the attorney client privilege has been waived as to those prepared in furtherance of the Adversary Proceeding.

b. Work Product Protection

The work product doctrine is distinct and broader than the attorney client privilege. *Adams v. Mem'l Hermann*, 973 F.3d 343, 349 (5th Cir. 2020). Although the issue of attorney client privilege is determined by state law, federal law governs whether documents are exempt from discovery under the attorney work product doctrine because work product is not a substantive privilege within the meaning of Federal Rule of Evidence 501. *Dunn v. State Farm Fire & Cas. Co.*, 927 F.2d 869, 875 (5th Cir. 1991). Pursuant to Rule 26(b)(3) of the Federal Rules of Civil Procedure (the "**Rules**"), as made appliable by Rule 7026 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the federal work product doctrine provides for protection of documents and tangible things prepared by or for a party or that party's representative "in anticipation of litigation or for trial," whether those materials were prepared by the attorney or by agents of the attorney. *Adams*, 973 F.3d at 349. A document need not be generated during an ongoing lawsuit to qualify for work product protection. *McKinney/Pearl Rest. Partners, L.P. v.*

Metro. Life Ins. Co., No. 3:14-CV-2498-B, 2016 WL 2997744, at *6 (N.D. Tex. May 25, 2016). Nevertheless, "the primary motivating purpose" behind the creation of the document must be to aid in possible future litigation. *Id.* As the Advisory Committee Notes to Rule 26(b)(3) state, "[m]aterials assembled in the ordinary course of business, or pursuant to public requirements unrelated to litigation, or for other nonlitigation purposes are not under the qualified immunity provided by this subdivision." FED. R. CIV. P. 26(b)(3), Adv. Comm. Notes.

The Defendants advance three main arguments about why the Lifespace Communications are not protected by the work product doctrine. First, the Defendants argue that Lifespace is not a party and therefore may not advance work product protection under Rule 26(b)(3)(A). Second, Defendants assert that the Lifespace Communications have not been shown to have been created either for use in the litigation or in anticipation of litigation. Third, Defendants claim that Lifespace waived the work product protection when it disclosed the documents to Edgemere, which would be considered an adversary or potential adversary. The Defendants raise similar arguments as to the GrayRobinson Communications. The Defendants also claim that Lifespace had no standing to assert the work product protection on behalf GrayRobinson's client, the Edgemere Board.

The Defendants advance a similar waiver argument regarding the FTI Communications. Particularly, the Defendants argue that the FTI Communications were disclosed to an adversary or potential adversary in Lifespace. Furthermore, the Defendants argue that documents that testifying expert FTI's Chad Shandler ("**Mr. Shandler**") considered when creating his expert report are not privileged under Rule 26(a)(2)(B).

i. Lifespace may assert work product protection as a non-party to the Adversary Proceeding

The Court will first address whether Lifespace may properly claim work party protection as a non-party to the Adversary Proceeding. Under Rule 26(b)(3)(A), "a party may not discover documents and tangible things that are prepared in anticipation of litigation or for trial by or for another party or its representative." FED. R. CIV. P. 26(b)(3)(A). Although the text of the rule seems to limit work product protection only to parties in the litigation, federal courts have extended work product protection beyond the strict terms of the rule to third parties when doing so accords with the purposes of the privilege set out in *Hickman v. Taylor*, 329 U.S. 495, 511 (1974). *See In re Student Fin. Corp*, No. 02-11620 JBR, 2006 WL 3484387, at *10 (E.D. Pa. Nov. 29, 2006); *Carnes v. Crete Carrier Corp.*, 244 F.R.D. 694, 699 (N.D. Ga. 2007); *Allied Irish Banks, P.L.C. v. Bank of Am., N.A.*, 252 F.R.D. 163, 175 (S.D.N.Y. 2008). Thus, courts should consider the purposes for the work product protection as articulated in *Hickman*: preventing discovery from chilling attorneys' ability to formulate their legal theories and prepare their cases, preventing opponents from freeloading off their adversaries' preparation, and preventing disruption of ongoing litigation. *Hickman*, 329 U.S. at 511.

Here, the Defendants seek access to communications between Lifespace and its counsel as well as communications between the Edgemere Board and its counsel GrayRobinson. Lifespace has repeatedly claimed that these communications were prepared in anticipation of litigation, either the Bankruptcy or the Adversary Proceeding. Furthermore, Mr. Harshfield testified at the January hearing that there was never any divergence in interests between Lifespace and Edgemere. The evidence indicates that Lifespace shared a common interest with the Plaintiffs and the Edgemere Board in pursuing claims against the Defendants. The disclosure of work product from the Lifespace Communications and the GrayRobinson Communications would implicate the purposes

of the privilege articulated in *Hickman*. Namely, it would chill the attorneys' ability to formulate legal theories and prepare cases because the attorneys would not be able to adequately prepare without the fear of disclosure to a potential adversary. Additionally, it would enable the Defendants to utilize the Lifespace and GrayRobinson Communications as their own and thereby free ride on the "wits borrowed from this adversary." *Id.* at 517 (Jackson, J., concurring). Therefore, the Court finds that Lifespace has borne its burden to justify an assertion of work product protection as to the aforementioned communications in this case.

ii. Work Product Protection was Not Waived

Next, the Court addresses the issue of waiver. Unlike the attorney client privilege, it is harder to waive work product protection because work product protection exists to "promote the adversary system by safeguarding fruits of attorney's trial preparation from discovery attempts of opponents." *Shields v. Sturm, Ruger & Co.*, 864 F.2d 379, 382 (5th Cir. 1989). Therefore, merely disclosing protected material to a third person is insufficient to waive the work product protection. *Id.* Disclosure to a third person only waives the work product protection if protected material is given to either an adversary or "treated in a manner that substantially increases the likelihood that an adversary will come into possession of the material." *McKinney*, 2016 WL 2997744, at *7 (quoting *Advance Technology Incubator, Inc. v. Sharp Corp.*, 2009 WL 4432569, at *2 (E.D. Tex. 2009)). The burden of proving waiver of work product protection falls on the party asserting the waiver. *Id.*

The Defendants argue that Lifespace, Edgemere, and the Edgemere Board waived their work product protection as to the three sets of communications because they were potential adversaries. The Defendants argue that Lifespace and Edgemere were adversaries or potential adversaries because Lifespace was a creditor of Edgemere at the time of disclosure. The Plaintiffs

and Lifespace counter that they were never adverse in the actual sense even during the Bankruptcy Proceeding. Lifespace also argues that even if they were ever potentially adverse in the Bankruptcy Proceeding, they were never adverse to the Plaintiff with regard to the claims asserted in this Adversary Proceeding.

The Defendants rely heavily on the Fifth Circuit's opinion in *Ecuadorian Plaintiffs v. Chevron Corp.*, 619 F.3d 373 (5th Cir. 2010) to show that disclosure to potential adversaries waives the privilege. In *Ecuadorian Plaintiffs*, a discovery dispute was initiated under 28 U.S.C. § 1782(a) for use in a foreign proceeding. *Id.* at 375. The defendant brought the discovery dispute to obtain information to challenge the impartiality of a court appointed expert and that expert's report. *Id.* at 376. Particularly, the defendant sought discovery of information used by the expert when making his report. *Id.* "Although work product immunity is not automatically waived by disclosure of protected materials to third parties," the Fifth Circuit held that disclosure of documents waives work product protection if it has "substantially increased the opportunities for potential adversaries to obtain the information." *Id.* at 378. By disclosing documents to a court appointed expert, the plaintiffs in *Ecuadorian Plaintiffs* waived work product immunity, among other things, by virtue of Rule 26(a)(2)(b). *Id.*

Ecuadorian Plaintiffs is distinguishable from this case because that decision did not address the issue of parent and subsidiary corporations sharing documents between each other in real time. In this context, numerous courts have found that documents shared between parent and subsidiary corporations do not waive the protection provided by the work product doctrine. *See Matter of Celotex Corp.*, 196 B.R. 596, 601 (Bankr. M.D. Fla. 1996) (holding that a debtor sharing documents with its parent corporation did not waive work product protection); *In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig.*, No. 14MD2542VSBHBP, 2019 WL 6736132, at *9

(S.D.N.Y. July 22, 2019), report and recommendation adopted, No. 14MD2542VSBHBP, 2019 WL 4359551 (S.D.N.Y. Sept. 12, 2019) (holding that sharing work product among related companies generally is not inconsistent with the work product protection); *Tate & Lyle Americas, LLC, v. Glatt Air Techniques, Inc.*, No. 13-2037, 2015 WL 4647561, at *5 (C.D. Ill. July 31, 2015) (holding that documents remain protected under the work product doctrine if disclosed to a party with a shared legal interest in litigation).

Further, at the January Hearing, Mr. Harshfield credibly testified that there was never any adversity between Edgemere and Lifespace, even during the Bankruptcy Proceeding. Mr. Harshfield testified repeatedly at the January Hearing that he did not recall any divergence of interests between Lifespace and Edgemere. Likewise, there was no evidence to indicate that there was any divergence of interests between Edgemere and Lifespace with regard to the claims in this Adversary Proceeding. To be certain, the Edgemere corporate structure demonstrates a lack of adversity between Lifespace and Edgemere because Lifespace was the parent/sponsor of Edgemere, the two entities shared employees, and documents were stored on the same corporate server. While Mr. Harshfield admittedly wore "two hats" as a representative of both companies, this was not symbolic of adversity, but rather demonstrates the unity between Lifespace and Edgemere built into their corporate structure. Although Lifespace was a creditor of Edgemere during the Bankruptcy Proceeding, the Court finds that the corporate structure and the testimony of Mr. Harshfield demonstrate that there was no actual divergence of interests during the Bankruptcy Proceeding that would have caused Lifespace and Edgemere to become adversaries in the true sense. Nor did the Defendants bear their burden of proving Lifespace was ever adverse to the Edgemere Board. Therefore, the Court finds that Lifespace, Edgemere, and the Edgemere

Board did not waive their work product protections by disclosing the communications to each other.

iii. The Connection Between the Communications and Anticipated Litigation

Having determined that Lifespace has standing to assert work product protection and that work product protections have not been waived, the Court will next address the Defendant's argument that the Plaintiff and Lifespace have not shown that there is a link between the disputed communications and the litigation. Defendants argue that many of the Lifespace Communications pre-date any discussions between Edgemere and the Defendants that would tie them to the Adversary Proceeding. The Defendants further assert that even if the Lifespace Communications relate to the Bankruptcy Proceeding that they occurred far before the petition date. Likewise, the Defendants also argue that the FTI Communications do not relate to anticipated litigation because they relate to "projections, audits, schedules, and/or accounting" rather than legal issues. ECF No. 474.

Factors for determining the primary motivation for the creation of a document include the counsel's involvement in the generation of the document, whether it was routine practice to prepare that type of document, or whether the document was prepared in response to a particular circumstance. *Navigant Consulting, Inc. v. Wilkinson*, 220 F.R.D. 467, 477 (N.D. Tex. 2004). If the document would have been created without regard to the whether litigation was expected to ensue, it was made in the ordinary course of business and not in anticipation of litigation. *See id.*

The burden is on the party seeking work product protection to show that the materials at issue were prepared in anticipation of litigation. *Hodges, Grant & Kaufmann v. U.S. Gov't, Dep't of the Treasury, I.R.S.*, 768 F.2d 719, 721 (5th Cir. 1985). A party seeking work product protection

must clearly show which production requests they are objecting to and the reason for that objection. *Navigant*, 220 F.R.D. at 473. A general allegation of work product protection is not sufficient. *Id.* Generally, the proponent must provide sufficient facts either through detailed affidavits or other evidence to enable the court to determine whether the documents constitute work product. *Id.* If a party meets its burden and proves that the materials sought warrant work product protection, the party seeking discovery must prove why those materials should still be produced. *Hodges*, 768 R.2d at 721. If the court cannot decide based on the evidence and the arguments of counsel, it may resort to an *in camera* review of documents to assist the court in conducting the analysis. *Navigant*, 220 F.R.D. at 473-74.

Mr. Harshfield submitted affidavits and testified as a witness at both hearings as to the nature of the withheld documents. Mr. Harshfield testified that Edgemere and Lifespace anticipated litigation once the forbearance agreement was allowed to terminate. Mr. Harshfield testified that Lifespace, Edgemere, and the Edgemere Board all retained counsel to provide legal advice in anticipation of potential bankruptcy litigation. Mr. Harshfield also testified that the communications with FTI and its various professionals were made in anticipation of litigation because they helped determine what Edgemere would need from a financial perspective. The Harshfield Declaration provides a blanket assertion that the communications were made for "soliciting and obtaining legal advice and attorney work product." ECF No. 462, Exh. 6.

During cross examination, however, the Defendants questioned Mr. Harshfield about whether specific communications found on the Joint Privilege Log were made in anticipation of litigation. Mr. Harshfield could not specifically determine whether any of the communications were made in anticipation of litigation based on the Joint Privilege Log entries. Likewise, Mr. Harshfield admitted that he would not be able to identify, based on the Joint Privilege Log, whether

any or each of the specific emails or attachments were created specifically in anticipation of litigation. The Court does not believe that the blanket assertion is sufficient to carry the Plaintiff's and Lifespace's assertions of work product protection in light of Mr. Harshfield's testimony.

In order to determine whether the work product protection properly attaches to the withheld communications, the Court must conduct an *in camera* review of the communications. The Court will review whether the communications were prepared in anticipation of litigation and whether they are legal in nature as opposed to commercial. Therefore, the Court orders the parties to meet and confer and deliver 100 documents across the Lifespace, FTI, and GrayRobinson Communications to the Court for an *in camera* review within 21 days of the date of this Order.

iv. The Impact of a Testifying Expert on Work Product Protection

Finally, the Court will address the documents used by the Plaintiff's expert, Mr. Shandler of FTI, when making his expert report. The Defendants argue that documents used by Mr. Shandler when making his expert report in the Adversary Proceeding (the "**Adversary Report**") [ECF No. 475, Exh. 14], as well as his declaration in the Bankruptcy Proceeding (the "**Bankruptcy Declaration**") [ECF No. 475, Exh. 15], are not protected by the work product doctrine.

Rule 26(b)(4)(C) protects as work product "communications between the party's attorney and any [retained, testifying expert] witness," unless the communications fall within one of the three listed exceptions: (i) if they relate to compensation for the expert's study or testimony; (ii) if they identify facts or data that the party's attorney provided and that the expert considered in forming the opinions to be expressed; or (iii) if they identify assumptions that the party's attorney provided and that the expert relied on in forming the opinions to be expressed. FED. R. CIV. P. 26(b)(4)(C). Before the 2010 amendments to the Rules, courts generally required the disclosure of

all documents given to testifying experts. *Antero Res. Corp. v. C&R Downhole Drilling Inc.*, No. 4:16-CV-668-Y, 2017 WL 11685172, at *3 (N.D. Tex. Feb. 24, 2017). This broad disclosure had undesired effects such as impeding interactions and communications between counsel and experts. *Id.* These effects led to the 2010 change in the Rules that "created an express but limited work-product protection for collaborative interactions between counsel and testifying experts." *Id.* (quoting *Davita Healthcare Partners, Inc. v. United States*, 128 Fed. Cl. 584, 588 (2016)).

Exception (ii) of Rule 26(b)(4)(C) works in conjunction with Rule 26(a)(2)(B), which requires retained experts to provide a written report that contains various items, including facts or data considered by the witness in forming his or her opinions. FED. R. CIV. P. 26(a)(2)(B). Additionally, the Advisory Committee's Note to the 2010 amendment makes clear that the focus on "facts and data" in exception (ii) was meant to "limit disclosure to material of a factual nature by excluding theories or mental impressions of counsel." FED. R. CIV. P. 26(a)(2)(B), Adv. Comm. Notes. The Advisory Committee also notes that "facts or data" is intended to be "interpreted broadly to require disclosure of any material considered by the expert, from whatever source, that contains factual ingredients." *Id.*

Here, the Defendants assert that since Mr. Shandler is a testifying expert in the Adversary Proceeding that work product protection does not attach to any communications that identify facts or data that he considered when making the Adversary Report or the Bankruptcy Declaration. The Defendants further assert that any documents that relate to any of the topics mentioned either the Bankruptcy Declaration or the Adversary Report would not be protected under the work product doctrine. The Court does not agree with the Defendants' expansive view that Rule 26(b)(4)(C) includes the documents relied upon by Mr. Shandler in both the Adversary Report as well as the Bankruptcy Declaration. The scope of the exceptions of Rule 26(b)(4)(C) only apply to the current

proceeding, which in this case is the Adversary Proceeding. The only documents that the Defendants are entitled to are the documents that Mr. Shandler considered when making the Adversary Report. Plaintiff's counsel asserts that the documents that Mr. Shandler considered when making the Adversary Report were identified in the report and previously produced to the Defendants. Therefore, the Defendants are not entitled further production.

In sum, Lifespace has standing to assert work product protection as a non-party to the Adversary Proceeding because it would further the purposes of the doctrine as laid out in *Hickman*. Additionally, work product protection was not waived because there was no adversity between Lifespace, Edgemere, and the Edgemere Board. For the Court to determine whether work product protection affirmatively and substantively applies, i.e., whether the documents were made in anticipation of litigation and legal in nature, the Court will conduct *in camera* review of a subset of the documents. Finally, the Defendants are not entitled to any further documents that Mr. Shandler considered when making the Adversary Report because they were listed in the report and already produced to the Defendants.

II. Conclusion

The Court encourages the Defendants, Lifespace, and the Plaintiffs to continue to work towards a resolution of discovery issues. It is important to note that although the attorney client privilege may be waived as to certain communications in accordance with this Order, the work product protection may still shield such communications from production. Accordingly, based upon the foregoing and the record before the Court, it is hereby

ORDERED that the Lifespace Motion is **GRANTED, in part**, as set forth above; it is further

ORDERED that the FTI Motion is **GRANTED, in part**, as set forth above; it is further

ORDERED that the Plaintiffs amend the Joint Privilege Log and produce documents in accordance with the terms of this Order within 21 days hereof.

###END OF ORDER###

EXHIBIT 6

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Counsel for Intercity Investment Properties, Inc. and Kong Capital LLC

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)
Leif M. Clark, Trustee of the Edgemere Litigation Trust Plaintiff, v Intercity Investment Properties, Inc., and Kong Capital LLC, Defendants.	Adv. Pro. No. 22-03040 (MVL)

DEFENDANTS' MOTION TO ENFORCE THE COURT'S *ORDER ON MOTIONS TO COMPEL* OR, IN THE ALTERNATIVE, FOR ENTRY OF AN ORDER COMPELLING FURTHER PRODUCTION OF DOCUMENTS FROM THE PLAINTIFF AND LIFESPACE COMMUNITIES, INC.

[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, "Edgemere") and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

2230659240603000000000001

Intercity Investment Properties, Inc. ("ICI") and Kong Capital LLC ("Kong") move for entry of an order **(a)** under Fed. R. Civ. P. 37(b)[2] and Fed. R. Civ. P. 45[3] for enforcement of this Court's *Order on Motions to Compel* entered April 25, 2024[4] (ECF 512, the "Privilege Order") or, alternatively, **(b)** under Fed. R. Civ. P. 37(a) and Fed. R. Civ. P. 45 to compel the production of documents the Court already has determined are no longer privileged due to the wholesale disclosure by Lifespace Communities, Inc. ("Lifespace") of its otherwise attorney-client privileged communications to Edgemere. In addition, Movants respectfully request that they be awarded their fees and costs incurred in connection with this Motion pursuant to Fed. R. Civ. P. 37(a)(5), 37(b)(2)(C) and/or Fed. R. Civ. P. 45.

INTRODUCTION

In the early days of this adversary proceeding, Defendants served Lifespace and Edgemere with written discovery requests, including requests to produce documents.[5] Purportedly to facilitate an efficient, joint production of documents: **(i)** Lifespace "freely produced its private communications with its counsel to Edgemere and Edgemere's counsel for review"—both privileged and non-privileged; and **(ii)** Edgemere then "began its joint production" that "did not distinguish between documents produced by Edgemere versus documents produced by Lifespace,"

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[2] Fed. R. Civ. P. 37 is made applicable to this adversary proceeding by Fed. R. Bankr. P. 7037.

[3] Fed. R. Civ. P. 45 is made applicable to this adversary proceeding by Fed. R. Bankr. P. 9016.

[4] The Privilege Order is dated April 24, 2024 but was entered April 25, 2024.

[5] Privilege Order, p. 5.

and delivered a "joint privilege log" that "also did not distinguish which party asserted the privilege."[6]

Defendants moved to compel the production of documents from Lifespace and Plaintiff on several grounds.[7] As germane to this Motion, Defendants sought to compel from Plaintiff "subpoenaed non-privileged documents held by Plaintiff that Plaintiff improperly withheld for privilege," including "all non-privileged communications where counsel was not included" and "all communications with third parties."[8]

After the Court requested additional briefing, Defendants filed a supplemental brief addressing "whether Lifespace's post-petition disclosure of documents to Edgemere served to waive [attorney-client] privilege and/or [work product] protection over communications between Lifespace and its counsel."[9] Defendants argued that Lifespace's post-petition disclosure to Edgemere "constituted a waiver of attorney-client privilege and work-product protection that may have otherwise attached to such documents."[10] Defendants specified that "communications between or among any Lifespace employee or officer, on the one hand, and, on the other hand, any or all of [Lifespace's eight outside law firms] are not privileged."

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[6] Privilege Order, pp. 5, 13.

[7] After Lifespace's disclosure of its communications to Edgemere, Plaintiff was substituted for Edgemere as the party prosecuting this proceeding.

[8] ECF 362, pp. 1, 8

[9] ECF 434, p. 1. Work product protection is not at issue in this Motion.

[10] *Ibid.*

Ultimately, the Court agreed that Lifespace's communications with its outside counsel (the "Lifespace Communications")[11] were

> *Lifespace only* documents between Lifespace and its counsel, which, Lifespace's only witness, Mr. Harshfield, testified at the January Hearing, were not accessible by Edgemere employees despite the two entities sharing a server. Because Lifespace is Edgemere's parent/sponsor and is not a co-plaintiff or co-defendant to the Adversary Proceeding, it is not a "party" as that term is used in the Texas allied litigant doctrine. Therefore, the allied litigant doctrine does not serve to protect the Lifespace Communications from waiver. The Court will note that Lifespace's waiver of the attorney client privilege is a consequence of the production method that it unilaterally employed with Edgemere. Lifespace freely produced its private communications with its counsel to Edgemere and Edgemere's counsel for review. Therefore, the attorney client privilege has been waived as to the Lifespace Communications.[12] (Italics in original, underlining supplied).

After entry of the Privilege Order, Defendants wrote to Lifespace and Plaintiff to confirm that the otherwise-privileged communications between Lifespace and its counsel (and among Lifespace employees and officers concerning communications between Lifespace and its counsel) would be produced, and to address former executive director John Falldine's deposition testimony that Lifespace and Edgemere failed to collect his locally-stored data and therefore omitted to produce key evidence.[13]

During a telephonic meet-and-confer, Lifespace disclosed that it (and, by extension, Plaintiff) intended to produce only the communications between Lifespace and its outside counsel—not those with Lifespace's in-house counsel or communications solely among Lifespace's non-attorney employees withheld on the basis that they discussed legal advice from

---

[11] The term "Lifespace Communications" is not defined in the Privilege Order, but was defined in Defendants' briefing to mean communications between Lifespace and Lifespace's various outside law firms.

[12] Privilege Order, p. 13.

[13] The failure to collect or produce locally-stored data is not at issue in this Motion.

in-house or outside counsel. Lifespace reasoned that the Privilege Order only compelled production of the communications between Lifespace and its outside counsel.

Defendants urged Lifespace to reconsider. ***First***, while the Privilege Order focused chiefly on communications between Lifespace and its outside counsel, it was not expressly limited to those communications. ***Second***, even if the Privilege Order compelled production only of the communications between Lifespace and its outside counsel, *its reasoning* applies with equal force to the other communications Lifespace considered to be attorney-client privileged but disclosed to Edgemere all the same: the disclosure to Edgemere waived the privilege.

Lifespace declined to reconsider. Neither Lifespace nor Plaintiff agreed to produce the documents subject of this Motion.

MEET AND CONFER HISTORY

As explained above, counsel for Defendants conferred with counsel for Lifespace and Plaintiff both by telephone and by email. The telephonic conference occurred on May 9, 2024 between and among Ryan Hardy and Elizabeth Vandesteeg for Defendants; Eric Walker and Samuel Rabuck for Lifespace; and Drew Jones for Plaintiff. The related email chain is attached as Exhibit A.

Despite diligent efforts, the undersigned certifies that the parties have reached an impasse.

THE DOCUMENTS ARE DUE TO BE PRODUCED

The Court already has held that Lifespace's disclosure of its privileged communications to Edgemere waived the attorney-client privilege. Defendants incorporate their prior briefing on that issue by reference; there is no need to rehash it here.

Lifespace's sole argument that it need not produce the otherwise-privileged communications it disclosed to Edgemere is that the Defendants only moved for production of

Lifespace's communications with its outside counsel and, consequently, that is all the Court ordered—no more and no less.[14]

As noted, Defendants' initial motion to compel sought "subpoenaed non-privileged documents held by Plaintiff that Plaintiff improperly withheld for privilege," including "all non-privileged communications where counsel was not included" and "all communications with third parties." It was not limited to communications between Lifespace and Lifespace's outside counsel. Defendants thus dispute both that they never asked for all the documents Lifespace disclosed to Edgemere and that the Privilege Order was limited only to Lifespace's communications with its outside counsel.

Ultimately, though, that distinction is immaterial to the substance of the relief sought here. The immutable fact is that the Court already has determined—correctly—that Lifespace's unilateral decision to turn over all of its documents to Edgemere, whether those documents were privileged or not, served to waive the privilege. The documents therefore are due to be produced.

FURTHER RELIEF REQUESTED

Fed. R. Civ. P. 37(a)(5)(A) provides that if a motion to compel discovery is granted, "the court must, after giving an opportunity to be heard, require the party or deponent whose conduct necessitated the motion, the party or attorney advising that conduct, or both to pay the movant's reasonable expense incurred in making the motion, including attorney's fees." Fed. R. Civ. P. 37(d)(3) provides for similar sanctions following failure to follow a court order. Finally, Fed. R. Civ. P. 45(g) holds that a person who fails to abide by an order related to a subpoena is subject to entry of an order of contempt.

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[14] Exhibit A.

Each of these rules is subject to exceptions where the failure to comply is substantially justified or where there is an adequate excuse for failure to comply. Those exceptions do not apply here. The Court held that Lifespace's disclosure of its otherwise-privileged communications to Edgemere served to waive privilege. That waiver attaches whether the underlying communications were with outside counsel, with inside counsel, or with no counsel whatsoever. To date, nobody has advanced any argument otherwise.

WHEREFORE, Defendants Intercity Investment Properties, Inc. and Kong Capital LLC respectfully request that the Court enter an order: (a) compelling production of the referenced documents; (b) awarding to the said Defendants from Leif M. Clark in his capacity as trustee and/or Lifespace Communities, Inc. the said Defendants' reasonable costs and expenses incurred in connection with this Motion; and (c) entering such other or additional relief as the Court deems just and appropriate in the circumstances.

Dallas, Texas
May 24, 2024

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Counsel for Defendants

CERTIFICATE OF SERVICE

I certify that on this 24th day of May, 2024, a copy of the foregoing was filed electronically with the Clerk of Court via ECF, which caused a copy of same to be transmitted to all counsel of record.

/s/ Ryan C. Hardy

Ryan C. Hardy

From: Ryan C. Hardy
Sent: Friday, May 24, 2024 9:52 AM
To: Walker, Eric
Cc: Rabuck, Samuel R; greg.taylor@diamondmccarthy.com; Drew A. Jones; Mark Sales; Elizabeth B. Vandesteeg; Kutcher, Matthew
Subject: RE: Clark v. ICI, et al. [LP-ACTIVE.46317.46317-132590.FID1191903]

Eric, Drew:

We agree you have made clear that we are at an impasse as to whether Lifespace waived privilege by disclosing its otherwise-privileged communications—including those with its in-house attorneys and those discussing legal advice given to Lifespace by Lifespace's in-house or outside counsel—to Edgemere. We have yet to see from you any reasoning to support your conclusion, but we nonetheless acknowledge it and will proceed accordingly.

Regarding the Falldine spreadsheet:

- You state you "believe" the document produced is the document Falldine references. Why do you believe that and what steps have you taken to confirm your belief? Has Falldine affirmed that it is the spreadsheet?
- You identify that the document was found on Falldine's computer. When, specifically, was it found? We recognize your statement that it was after the subpoena and document requests, but it has been years since those.
- What steps have you taken to ensure that each and every responsive locally-stored document—whether on Falldine's computer or otherwise—has been produced or logged? We are hard-pressed to believe that Falldine's spreadsheet is the *only* relevant locally-stored document created after the subpoena and requests issued.

Regarding the blank pages and png files: we agree that, standing alone, those are not a big deal. What are missing is that you have been directed at least twice now to re-review your privilege log to ensure that you have not over-withheld. And yet we continue—even through the **sixth** amended privilege log—to learn that there are errors. The reason that concerns us is that we only learn of the errors when the Court offers *in camera* review of a sample of documents, you have expressed no interest in undertaking a complete review, and the last time you represented to the Court that you would undertake a complete review we later learned that there were still significant errors. Thus, we have no way of knowing whether the blank documents and pngs were intentionally or inadvertently designated as privileged or withheld or, in turn, whether their inclusion on the log is instead indicative of continuing shortcomings on your firm's part.

At any rate, I take it from your strenuous objection that Cooley has fully quality-checked the **eighth** amended privilege log and that Cooley gives its confident representation that the eighth amended privilege log is accurate. Please confirm.

Naturally, our review of the production and privilege log has only just begun so we reserve all rights.

From: Walker, Eric <ewalker@cooley.com>
Sent: Friday, May 17, 2024 8:59 AM
To: Ryan C. Hardy <rhardy@lplegal.com>
Cc: Rabuck, Samuel R <srabuck@cooley.com>; greg.taylor@diamondmccarthy.com; Drew A. Jones <drew.jones@diamondmccarthy.com>; Mark Sales <MSales@diamondmccarthy.com>; Elizabeth B. Vandesteeg

EXHIBIT A

<evandesteeg@lplegal.com>; Kutcher, Matthew <MKutcher@cooley.com>
Subject: RE: Clark v. ICI, et al. [LP-ACTIVE.46317.46317-132590.FID1191903]

Ryan:

We again disagree with your mischaracterization of the Court's April 24 Order. The Court only found that "the attorney client privilege has been waived as to the Lifespace Communications." The term "Lifespace Communications" is defined in the Order as "communications between Lifespace and its counsel," which the Court further noted included "attorneys from Dorsey & Whitney LLP, Perkins Coie LLP, Cooley LLP, Locke Lord LLP, Norton Rose Fulbright, Gilmore & Bell, P.C., Ropes & Gray LLP, and Stewart Wiegland & Owens PC."

That is precisely the universe of documents that Defendants sought to compel the production of from Lifespace. In Defendants' supplemental brief framing this issue for the Court, you very specifically defined the documents at issue as "communications between or among any Lifespace employee or officer, on the one hand, and, on the other hand, any or all of: Dorsey & Whitney LLP, Perkins Coie LLP, Cooley LLP, Locke Lord LLP, Norton Rose Fulbright, Gilmore & Bell, P.C., Ropes & Gray LLP, and/or Stewart Wiegland & Owens PC (the "Lifespace Communications")." In Defendants' reply brief, you confirmed for the Court that the documents at issue were limited only to Lifespace communications with its outside counsel: "The term Lifespace Communications means those communications between Lifespace and its outside counsel." That is the only issue that was briefed and tried by the parties and considered by the Court. Your mischaracterization of what the Court ordered is belied by Defendants own pleadings. Defendants had their opportunity to address these issues with the Court. Your threat to revisit these issues with yet more motion practice at the tail end of fact discovery is unduly burdensome, harassing and designed for further delay, and Lifespace reserves all rights with respect to same.

We have produced what we believe to be the Falldine spreadsheet in native format in our supplemental production produced to you yesterday. We collected it from Falldine's desktop computer. It was not previously produced because it appears to have been created after Defendants' issued their subpoena and document requests. As we told you previously, we have confirmed that Lifespace's collection included responsive documents saved locally on Edgemere and Lifespace devices.

Your complaint that blank pages or jpeg logos were "improperly withheld" by Lifespace is absurd. As you know, with the collection of electronically stored information, sometimes email logos and other fragment information (including blank pages) contained in emails show up as attachments and were logged accordingly. For ease of the Court's in camera review, we identified and removed them. They are obviously not responsive or relevant. Your suggestion that this somehow undermines the integrity or accuracy of the privilege log is transparently false.

Eric E. Walker
Cooley LLP
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+1 773 412 7018 mobile
ewalker@cooley.com

From: Ryan C. Hardy <rhardy@lplegal.com>
Sent: Wednesday, May 15, 2024 10:26 AM
To: Walker, Eric <ewalker@cooley.com>
Cc: Rabuck, Samuel R <srabuck@cooley.com>; greg.taylor@diamondmccarthy.com; Drew A. Jones <drew.jones@diamondmccarthy.com>; Mark Sales <MSales@diamondmccarthy.com>; Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>
Subject: RE: Clark v. ICI, et al. [LP-ACTIVE.46317.46317-132590.FID1191903]

[External]

Eric:

We are disappointed you've declined to reconsider your position with respect to the communications between Lifespace and its inside counsel, and communications between Lifespace employees concerning otherwise privileged information. The Court concluded that Lifespace's wholesale disclosure of its otherwise privileged communications to Edgemere served to waive privilege. Your position compels us to engage in additional motion practice. We will seek our fees and costs in connection with same.

As to Falldine's spreadsheet, please be sure it is produced to us in native format with all metadata preserved. Please also explain where it was found, why it was not previously produced, and what steps you have taken to ensure that responsive documents saved locally on Edgemere or Lifespace devices have been either produced or logged.

Finally, Sam's follow-up email disclosed that the descriptions for some of the withheld documents are inaccurate, that some of the documents appearing on the log (namely the Dorsey logos and blank pages) were improperly withheld as privileged or protected when they clearly are not, and that some of the logged documents have been previously produced. What we used to prepare our list of documents for in camera review was the sixth amended privilege log, and you have been instructed on multiple occasions to ensure its accuracy. The fact it is still inaccurate is deeply concerning, particularly since we have no doubt a law firm of Cooley's caliber is capable of producing an accurate privilege log. We understand the Court already has ordered the preparation and production of a seventh amended and restated privilege log so we do not intend to seek further relief at this time, but suffice to say that if it turns out the seventh amended privilege log also is inaccurate we will be seeking further relief.

Ryan C. Hardy
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M 773 485 4326

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From: Walker, Eric <ewalker@cooley.com>
Sent: Monday, May 13, 2024 6:39 PM
To: Ryan C. Hardy <rhardy@lplegal.com>
Cc: Rabuck, Samuel R <srabuck@cooley.com>; greg.taylor@diamondmccarthy.com; Drew A. Jones <drew.jones@diamondmccarthy.com>; Mark Sales <MSales@diamondmccarthy.com>; Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>
Subject: RE: Clark v. ICI, et al. [LP-ACTIVE.46317.46317-132590.FID1191903]

Ryan –

As we discussed during our conference on May 9, we intend to comply with the Court's order by making a supplemental production of communications between Lifespace and its counsel, as specifically defined in the Court's order, by May 16. We do not agree with your selective interpretation of the Court's reasoning or that it requires production above and beyond what the Court ordered. We intend to include the Falldine spreadsheet in our supplemental production on May 16. We have received and reviewed your revised spreadsheets for the Court's in camera review of select work product documents. Sam will respond under separate cover with a few specific questions regarding this list so we can finalize and transmit to the Court by May 16.

Eric E. Walker
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ewalker@cooley.com

From: Ryan C. Hardy <rhardy@lplegal.com>
Sent: Friday, May 10, 2024 12:28 PM
To: Walker, Eric <ewalker@cooley.com>
Cc: Rabuck, Samuel R <srabuck@cooley.com>; greg.taylor@diamondmccarthy.com; Drew A. Jones <drew.jones@diamondmccarthy.com>; Mark Sales <MSales@diamondmccarthy.com>; Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>
Subject: RE: Clark v. ICI, et al. [LP-ACTIVE.46317.46317-132590.FID1191903]

[External]

Eric, Sam:

Thanks for your time yesterday concerning the Edgemere AP and your confirmation that a supplemental production would be forthcoming on or by May 16.

You advised that you did not consider the Court's order to mandate production of Lifespace correspondence with Lifespace's in-house counsel, although such correspondence was turned over to Edgemere. We disagree. As the Court explained at page 2 of the order, we asserted that Lifespace "waived its attorney client privilege when it disclosed communications between Lifespace and its counsel . . . to Edgemere and its counsel as part of a joint production." The omitted footnote identifies that "Over time, Lifespace's counsel included attorneys from" a number of firms, but we do not consider the Court's use of the word "included" to be limiting. There is nothing in the Court's reasoning to treat otherwise-privileged in-house communications differently from otherwise-privileged communications with outside counsel. Indeed, the Court explained that the "Lifespace Communications were *Lifespace only* documents between Lifespace and its counsel, which, Liefspace's only witness, Mr. Harshfield, testified at the January Hearing, were not accessible by Edgemere employees despite the two entities sharing a server. . . . Lifespace freely produced its private communications with its counsel to Edgemere and Edgemere's counsel for review [and t]herefore, the attorney client privilege has been waived as to the Lifespace Communications." And, at any rate, even if the Court's order does not itself embrace this correspondence, certainly its reasoning holds that the attorney-client privilege was waived as to this correspondence such that same is due to be produced.

Accordingly, we ask that you reconsider your position and confirm that all documents that otherwise would have been Lifespace privileged but which were disclosed to Edgemere will be produced, as requested in our initial email. Please let us know by Monday, May 13, whether you intend to stand on your position or whether upon further consideration you will produce it.

You noted, too, that some of the documents we identified for *in camera* review from the Lifespace privilege log were designated "attorney client" only, not "work product." You consider the Court's order permitting *in camera* review to pertain only to assertions of work product. Upon closer review, we agree that your reading of the order is probably the

better one. Accordingly, we attach a revised copy of the Lifespace privilege log with documents highlighted for *in camera* review (newly-selected documents are highlighted in blue for ease of reference). However, we are compelled to note the language in the Order that led to our initial conclusion: "With regard to the GrayRobinson and FTI Communications that were prepared in furtherance of the Bankruptcy Proceeding, those communications are privileged, but the attorney client privilege has been waived as to those prepared in furtherance of the Adversary Proceeding." Although it appears the Court did not order *in camera* review of documents to assess which side of that line various documents fell, we emphasize the need for the supplemental production to include those GrayRobinson and FTI Communications that were prepared, in whole or in part, in furtherance of the Adversary Proceeding.

Finally, you advised that you believe you have located Falldine's spreadsheet and that you are investigating whether it was produced or, if not, why not. You stated also that, contrary to Falldine's testimony, Lifespace or Edgemere did, in fact, collect and produce locally stored documents. You agreed to keep us apprised of the results of your investigation, and we can revisit the issue then. Although we did not discuss a deadline for the conclusion of that investigation, we consider that May 16 is a sensible one and ask for your commitment to bring the matter to a close by then.

Thank you again for taking the time to meet with us, and I'm pleased that we were able to make progress on at least some of the outstanding issues.

Ryan C. Hardy
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From: Walker, Eric <ewalker@cooley.com>
Sent: Wednesday, May 8, 2024 4:43 PM
To: Ryan C. Hardy <rhardy@lplegal.com>
Cc: Rabuck, Samuel R <srabuck@cooley.com>; greg.taylor@diamondmccarthy.com; Drew A. Jones <drew.jones@diamondmccarthy.com>; Mark Sales <MSales@diamondmccarthy.com>; Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>
Subject: Re: Clark v. ICI, et al. [LP-ACTIVE.46317.46317-132590.FID1191903]

That works. Can you please send an invite?

Eric Walker

Cooley LLP

On May 7, 2024, at 10:33 PM, Ryan C. Hardy <rhardy@lplegal.com> wrote:

[External]

This Thursday works if in the afternoon. How does 1:00 sound?

Get Outlook for iOS

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From: Walker, Eric <ewalker@cooley.com>
Sent: Tuesday, May 7, 2024 3:31:17 PM
To: Ryan C. Hardy <rhardy@lplegal.com>; Rabuck, Samuel R <srabuck@cooley.com>; greg.taylor@diamondmccarthy.com <greg.taylor@diamondmccarthy.com>; 'Drew A. Jones' <drew.jones@diamondmccarthy.com>; Mark Sales <MSales@DiamondMcCarthy.com>
Cc: Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>
Subject: RE: Clark v. ICI, et al. [LP-ACTIVE.46317.46317-132590.FID1191903]

Ryan – Are you available to discuss this Thursday?

Thanks,

Eric E. Walker
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ewalker@cooley.com

From: Ryan C. Hardy <rhardy@lplegal.com>
Sent: Friday, May 3, 2024 10:35 AM
To: Walker, Eric <ewalker@cooley.com>; Rabuck, Samuel R <srabuck@cooley.com>; greg.taylor@diamondmccarthy.com; 'Drew A. Jones' <drew.jones@diamondmccarthy.com>; Mark Sales <MSales@DiamondMcCarthy.com>

Cc: Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>
Subject: RE: Clark v. ICI, et al. [LP-ACTIVE.46317.46317-132590.FID1191903]

[External]

That puts us in a tight spot because we don't want to file a motion prematurely but we also can't wait indefinitely for a response. I suppose for now I would propose that you provide responses to the various issues on a rolling basis rather than wait to respond to each at once. That way the parties can at least minimize the delay while still ensuring that we are discharging our obligation to meet and confer as may be necessary.

Assuming we don't talk before, have a good weekend.

Ryan C. Hardy
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From: Walker, Eric <ewalker@cooley.com>
Sent: Friday, May 3, 2024 10:25 AM
To: Ryan C. Hardy <rhardy@lplegal.com>; Rabuck, Samuel R <srabuck@cooley.com>; greg.taylor@diamondmccarthy.com; 'Drew A. Jones' <drew.jones@diamondmccarthy.com>; Mark Sales <MSales@DiamondMcCarthy.com>
Cc: Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>
Subject: RE: Clark v. ICI, et al. [LP-ACTIVE.46317.46317-132590.FID1191903]

I don't have an estimate for you as we are still reviewing. We will circulate deposition availability for Harshfield and Jantzen next week.

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From: Ryan C. Hardy <rhardy@lplegal.com>
Sent: Friday, May 3, 2024 10:20 AM
To: Walker, Eric <ewalker@cooley.com>; Rabuck, Samuel R <srabuck@cooley.com>; greg.taylor@diamondmccarthy.com; 'Drew A. Jones' <drew.jones@diamondmccarthy.com>; Mark Sales

<MSales@DiamondMcCarthy.com>
Cc: Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>
Subject: RE: Clark v. ICI, et al. [LP-ACTIVE.46317.46317-132590.FID1191903]

[External]

When do you anticipate having a response? We're trying to map out the rest of fact discovery on our end, and naturally any need for motion practice is going to impact timing. For instance, we have outstanding requests for Nick Harshfield and Jesse Jantzen's availability, but the timing of productions will affect when we are ready to take those depositions.

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Sent: Friday, May 3, 2024 10:16 AM
To: Ryan C. Hardy <rhardy@lplegal.com>; Rabuck, Samuel R <srabuck@cooley.com>; greg.taylor@diamondmccarthy.com; 'Drew A. Jones' <drew.jones@diamondmccarthy.com>; Mark Sales <MSales@DiamondMcCarthy.com>
Cc: Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>
Subject: RE: Clark v. ICI, et al. [LP-ACTIVE.46317.46317-132590.FID1191903]

Ryan –

We are still reviewing the various issues you raise below and will get back to you when we have a response.

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From: Ryan C. Hardy <rhardy@lplegal.com>
Sent: Friday, May 3, 2024 10:13 AM
To: Walker, Eric <ewalker@cooley.com>; Rabuck, Samuel R <srabuck@cooley.com>; greg.taylor@diamondmccarthy.com; 'Drew A. Jones' <drew.jones@diamondmccarthy.com>; Mark Sales

<MSales@DiamondMcCarthy.com>
Cc: Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>
Subject: RE: Clark v. ICI, et al. [LP-ACTIVE.46317.46317-132590.FID1191903]

[External]

Following up. Thank you.

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From: Walker, Eric <ewalker@cooley.com>
Sent: Wednesday, May 1, 2024 1:48 PM
To: Ryan C. Hardy <rhardy@lplegal.com>; Rabuck, Samuel R <srabuck@cooley.com>; greg.taylor@diamondmccarthy.com; 'Drew A. Jones' <drew.jones@diamondmccarthy.com>; Mark Sales <MSales@DiamondMcCarthy.com>
Cc: Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>
Subject: RE: Clark v. ICI, et al. [LP-ACTIVE.46317.46317-132590.FID1191903]

Ryan – Acknowledging receipt. We will review and get back to you.

Thanks,

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From: Ryan C. Hardy <rhardy@lplegal.com>
Sent: Tuesday, April 30, 2024 2:43 PM
To: Walker, Eric <ewalker@cooley.com>; Rabuck, Samuel R <srabuck@cooley.com>; greg.taylor@diamondmccarthy.com; 'Drew A. Jones' <drew.jones@diamondmccarthy.com>; Mark Sales <MSales@DiamondMcCarthy.com>
Cc: Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>
Subject: Clark v. ICI, et al. [LP-ACTIVE.46317.46317-132590.FID1191903]

[External]

Eric, Greg:

I'm writing to follow up on a couple of things: (1) the Court's order last week regarding various privilege and protection issues; and (2) locally-stored responsive documents.

Last week's order

Per the Court's instruction, we attach two spreadsheets identifying documents for *in camera* review. One is a highlighted version of the Sixth Amended Edgemere/Lifespace privilege log; the other, a highlighted version of the FTI privilege log. In both, we've highlighted in yellow documents for *in camera* review. Where those documents appear to have attachments, we have highlighted the attachments in green for ease of reference. In our view, a transmitting email and its attachments are fairly considered a single document for purposes of the Court's order. Please let us know if you disagree so that we may meet and confer on the matter.

As well, we write to confirm our understanding of the Court's order that all the Lifespace Communications that *were not* also designated as work product are due to be produced without need for further Court intervention. For avoidance of doubt, we consider the Court's order to compel the production of the following communications, so long as they were not also designated as work product: (a) between Lifespace and Lifespace outside counsel; (b) between Lifespace and Lifespace in-house counsel; (c) between Lifespace in-house counsel and Lifespace outside counsel; and (d) among Lifespace personnel although referencing or discussing legal advice furnished by Lifespace in-house or outside counsel. If you view the issue differently please let us know so that we may meet and confer on the matter.

Locally-stored responsive documents

During his deposition, John Falldine testified he maintained a spreadsheet of each instance "where a resident was leaving the community and it had something to do with a financial circumstances or the negative press." (Falldine Deposition, p. 227). He further testified that he never deleted that spreadsheet, that it was saved locally on his work computer, and that during the document collection process files saved locally on his computer were never collected. (*Id.* at pp. 227, 231-33).

We understand from a discussion with Greg that Greg already has requested that the spreadsheet be turned over. Our concern is broader: the evident failure to collect locally-saved documents on computers that we believe, based on the ultimate disposition of Edgemere's assets, have been in control of a third-party now for nearly a year—with all the modifications, changes, and deletions that likely accompany that change in control.

We ask that you please advise what steps you propose to take to correct Edgemere and Lifespace's failure to preserve relevant information sources so that we can move this proceeding forward without delay. In our view, those steps should include, at minimum, securing the computers or forensic images of the computer drives from Bay 9. We reserve all rights, and this email is not intended to be a comprehensive statement of our position with respect to Falldine's spreadsheet, his computer, or Edgemere and Lifespace's document collection and production.

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EXHIBIT 7

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

In re: NORTHWEST SENIOR HOUSING CORPORATION, *et al.*[1] Debtor.	Chapter 11 Case No. 22-30659 (MVL)
Leif M. Clark, Trustee of the Edgemere Litigation Trust Plaintiff, v. Intercity Investment Properties, Inc., and Kong Capital LLC Defendants.	Adv. Pro. No. 22-03040 (MVL)

LIFESPACE COMMUNITIES, INC.'S OBJECTION TO DEFENDANTS' MOTION TO ENFORCE THE COURT'S *ORDER ON MOTIONS TO COMPEL* OR, IN THE ALTERNATIVE, FOR ENTRY OF AN ORDER COMPELLING FURTHER PRODUCTION OF DOCUMENTS FROM THE PLAINTIFF AND LIFESPACE COMMUNITIES, INC.

[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 d/b/a Edgemere ("Edgemere") (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

Lifespace Communities, Inc. ("Lifespace"), by and through its counsel, objects to *Defendants' Motion to Enforce the Court's Order on Motions to Compel or, in the Alternative, for Entry of an Order Compelling Further Production of Documents from the Plaintiff and Lifespace Communities, Inc.* (the "Motion"), and in support thereof, respectfully states the following:

I. INTRODUCTION

On April 25, 2024, the Court entered its *Order on Motions to Compel* (the "Order"), which granted, in part, various pending discovery motions filed by Intercity Investment Properties, Inc. and Kong Capital LLC (together, "Defendants"). *See* Adv Pro. ECF No. 512. The Order required, among other things, Lifespace to make a supplemental production and produce a revised privilege log to Defendants within 21 days of entry of the Order. Lifespace timely complied with the Order by producing 431 documents and an amended privilege log to Defendants on May 14, 2024.

Defendants do not seriously dispute that Lifespace has fully complied with the Order. Instead, Defendants' Motion seeks the production of a new category of Lifespace privileged information not addressed in the Order, and that has not been previously briefed or otherwise raised with the Court. This new Motion is the ***tenth*** discovery motion Defendants have filed in this Adversary Proceeding, which has been pending for over two years, with fact discovery now scheduled to close in less than two weeks. Defendants could have raised these new issues in their prior discovery motions, but neglected to do so, instead adopting a piecemeal approach to discovery intended to obstruct and delay this Adversary Proceeding and harass nonparty Lifespace. The Court should deny the Motion on that basis alone.

Additionally, the recent holdings in the Court's Order requires the Motion be denied. In its Order, the Court recognized that "it is without question that communications exist wherein legal advice was secured for two different proceedings, the Bankruptcy Proceed and the Adversary Proceeding" and that "communications made in furtherance of the Bankruptcy Proceeding would

be governed by federal common law." Order at 14. The Court held that any communications in furtherance of the Bankruptcy Proceeding "would still be privileged under the federal related companies exception" and that "[t]he existence of the current Adversary Proceeding does not waive the attorney client privilege as to communications that were made in furtherance of the Bankruptcy Proceeding." *Id*. at 15. Nearly all the privileged communications Defendants now seek to compel are communications made in furtherance of the Bankruptcy Proceeding or discuss legal advice provided by Edgemere counsel and therefore do not constitute "Lifespace only" documents produced to Edgemere as part of the joint review and production in the Adversary Proceeding. Accordingly, the Motion should be denied.

II. ARGUMENT

A. Lifespace Fully Complied with the Order.

In its Order, the Court required the production of the Lifespace Communications, which the Court defined as "communications between Lifespace and its counsel," that the Court noted "included attorneys from Dorsey & Whitney LLP, Perkins Coie LLP, Cooley LLP, Locke Lord LLP, Norton Rose Fulbright, Gilmore & Bell, P.C., Ropes & Gray LLP, and Stewart Wiegland & Owens PC." Order at 2, n.1.[2] That is precisely the same definition used by Defendants in defining the nature of privileged communications they sought to compel from Lifespace. In their supplemental brief, Defendants framed the privilege issue for the Court as involving "communications between or among any Lifespace employee or officer, on the one hand, and, on the other hand, any or all of: Dorsey & Whitney LLP, Perkins Coie LLP, Cooley LLP, Locke Lord LLP, Norton Rose Fulbright, Gilmore & Bell, P.C., Ropes & Gray LLP, and/or Stewart Wiegland

[2] In their Motion, Defendants incorrectly contend that the term "Lifespace Communications" is not defined in the Order. *See* Mot. at 4, n.11.

& Owens PC (the 'Lifespace Communications')." *Defendants' Supplemental Brief Regarding the Lifespace Privilege Waiver and GrayRobinson Communications* ("Defendants Privilege Brief") [Adv Pro. ECF No. 434] at 1-2. In their reply brief, Defendants confirmed for the Court that "[t]he term Lifespace Communications means those communications between Lifespace and its outside counsel." *Defendants' Reply to the Response of Lifespace Communities, Inc.'s to Defendants' Motion to Compel Production of the Lifespace Communications and GrayRobinson Communications* [Adv Pro. ECF No. 455] at 1, n.1. That is the issue the parties extensively briefed and presented to the Court; it was also the scope of documents that the Court ultimately ordered to be produced in the Order. Lifespace fully complied with the Order by timely producing all Lifespace Communications not otherwise protected by the work product doctrine.[3] Defendants do not contend otherwise.

B. Privileged Communications in Furtherance of the Bankruptcy Proceeding or Containing Edgemere Legal Advice are Protected from Disclosure.

Defendants now seek to compel the production of an entirely new set of privileged information—namely, privileged communications between Lifespace and its in-house counsel and internal Lifespace privileged communications that discusses legal advice, regardless of whether such communications were related to the Bankruptcy Proceeding or the Adversary Proceeding, or whether the communications discuss legal advice from Lifespace counsel or Edgemere counsel. As explained below, the Court has already held that privileged communications made in furtherance of the Bankruptcy Proceeding remain protected by the federal common interest privilege and related companies' exception to waiver. *See* Order at 14-15. In addition, internal

[3] The Court clarified in the Order that "[i]t is important to note that although the attorney client privilege may be waived as to certain communications in accordance with this Order, the work product protection may still shield such communications from production." Order at 26.

Lifespace communications relating to legal advice from Edgemere's counsel was not disclosed to Edgemere as part of the joint production and therefore was never waived. Accordingly, the Court should deny the Motion.

In its Order, the Court found as a matter of fact that "it is without question that communications exist wherein legal advice was secured for two different proceedings, the Bankruptcy Proceeding and the Adversary Proceeding." Order at 14. The Court held that while "any communications made in furtherance of the Adversary Proceeding are governed by Texas privilege law because the vast majority of the causes of action in the Amended Complaint are state law causes of action . . . any communication made in furtherance of the Bankruptcy Proceeding would be governed by federal common law." *Id*. (internal citations omitted). The Court further explained that "federal common law recognizes the 'related companies exception' to waiver of the attorney client privilege," which "means that 'the disclosure of communications between a parent and its majority-owned subsidiaries does not result in a waiver of the attorney-client privilege.'" *Id.* at 15 (quoting *Am. Airlines, Inc. v. Travelpoart Ltd.*, No. 4:11-CV-244-Y, 2012 WL 12884822, at *5 (N.D. Tex. July 16, 2012)). After conducting an extensive evidentiary hearing on the issues of privilege, the Court found that "[i]n the Bankruptcy Proceeding, Edgemere, the Edgemere Board, and Lifespace all shared a common legal interest." *Id*. Accordingly, the Court concluded that "any joint communications that were in furtherance of the Bankruptcy Proceeding would still be privileged under the federal related companies exception" and that "[t]he existence of the current Adversary Proceeding does not waive the attorney client privilege as to communications that were made in furtherance of the Bankruptcy Proceeding." *Id*.

Despite these recent holdings, Defendants now seek to compel the production of additional Lifespace privileged communications, including those made in furtherance of the Bankruptcy

Proceeding, that the Court has already concluded remains privileged under the federal related companies exception. *See* Order at 15. Additionally, Defendants seek to compel the production of all internal Lifespace privileged communications without counsel, including privileged communications discussing legal advice provided by ***Edgemere's*** counsel. But those communications are far different from the Lifespace only documents, the contents of which were disclosed to Edgemere for the first time in connection with the joint response and production to Defendants, because they discuss legal advice provided by ***Edgemere's*** counsel. There cannot have been any privilege waiver by disclosing back to Edgemere discussions regarding legal advice provided by Edgemere's own counsel. Accordingly, the Court should deny the Motion.

C. The Court Should Reject Defendants' Piecemeal Approach to Discovery Motion Practice and Deny the Motion Filed at the Close of Fact Discovery.

Lifespace and Edgemere made their initial production of documents, including a comprehensive privilege log, to Defendants in August 2022. Defendants have had nearly ***two years*** to evaluate and challenge Lifespace and Edgemere's responses to written discovery and production of documents. Indeed, Defendants have already filed ***six*** separate discovery motions against Lifespace and/or Edgemere.[4] Most recently, Defendants challenged Lifespace's assertion of privilege and work product on several grounds. *See* Adv Pro. ECF No. 434. Defendants very specifically defined the universe of documents they were challenging as "communications between or among any Lifespace employee or officer, on the one hand, and, on the other hand, any or all of: Dorsey & Whitney LLP, Perkins Coie LLP, Cooley LLP, Locke Lord LLP, Norton Rose Fulbright, Gilmore & Bell, P.C., Ropes & Gray LLP, and/or Stewart Wiegland & Owens PC (the 'Lifespace Communications')." Def's Priv. Br. at 1-2. Those issues were extensively briefed and

[4] *See* Adv Pro. ECF Nos. 106, 226, 238, 362, 434, 515.

presented to the Court by the parties at a full day evidentiary hearing and the Court entered its Order resolving those issues. *See* Adv Pro. ECF No. 512. Defendants had the opportunity to challenge the other privileged information they now seek from Lifespace at that time, such that it could have been briefed and considered by the Court before the end of fact discovery but declined to do so. There is no legitimate explanation for why Defendants waited until weeks before the end of fact discovery to challenge another category of Lifespace privileged documents other than to impose an undue burden on nonparty Lifespace and attempt to further delay resolution of this Adversary Proceeding that has already been pending for ***over two years***.

Defendants' belated Motion should be denied because it is not likely to be resolved before the end of fact discovery. Courts in the Northern District of Texas have repeatedly recognized that a party cannot wait until the eleventh hour to file a discovery motion, but instead must file such a motion sufficiently in advance of the discovery deadline to allow it to be heard, decided and implemented prior to the deadline. *See Days Inn Worldwide, Inc. v. Sonia Invs.*, 237 F.R.D. 395, 398 (N.D. Tex. 2006) (denying a motion to compel filed at the end of discovery, holding that "[i]n order to timely obtain the discovery which Keshav sought in his motion to compel, Keshav's motion had to be filed sufficiently in advance of the discovery deadline (not the motions deadline) in order to allow it to be heard by a court, and if granted, to allow the compelled discovery to be produced prior to the deadline.") (listing cases). Here, Defendants waited, without justification, to file their latest Motion just a few weeks before the June 26, 2024 fact discovery cutoff (which has already been extended several times), with a hearing on the Motion scheduled just one day before the June 26, 2024 cutoff for fact discovery. As the Court in *Days Inn Worldwide* instructs, that is insufficient time to allow the Motion to be heard, decided and implemented prior to the June 26, 2024 discovery deadline. Defendants had the opportunity to seek this relief in connection with

their earlier discovery motion regarding privilege but decided to wait. Defendants made their decision and should have to live with its consequences. The Court should deny the Motion.

D. Defendants' Request for Fees Should Be Denied.

The Court should also deny Defendants' request for fees under Federal Rules of Civil Procedure 37 and 45. Rules 37(a)(5)(A) and 37(b)(2)(C)[5] provide for fee shifting in the event of a successful motion to compel or failure to obey a court order, respectively. Both provide exceptions where the position of the party from whom fees are sought was "substantially justified," among others. Fed. R. Civ. P. 37(a)(5)(A); 37(b)(2)(C). A position is "substantially justified" when "there is a genuine dispute, or if reasonable people could differ as to the appropriateness of the contested action." *De Angelis v. City of El Paso*, 265 F. App'x 390, 398 (5th Cir. 2008) (internal quotation marks omitted) (citing *Pierce v. Underwood*, 487 U.S. 552, 565 (1988)). Simply taking a position that a court rules against "does not merit punishment" under Rule 37. *Nafta Traders, Inc. v. Adidas Am., Inc.*, 2023 U.S. Dist. LEXIS 1641, at *20 (N.D. Tex. Jan. 4, 2023); *see also Zenith Ins. Co. v. Tex. Inst. for Surgery, L.L.P.*, 328 F.R.D. 153, 174 (N.D. Tex. 2018) (losing position substantially justified where it "presented genuine disputes that were appropriately submitted for the Court's determination."). Rule 45(g) provides that a court "may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it." Fed. R. Civ. P. 45(g). None of these Rules apply here, and even if they do, Lifespace's position with respect to the Order is substantially justified.

First, the Motion should be denied for the reasons set forth above, so Rule 37(a)(5)(A) does not apply. Second, there is no serious dispute that Lifespace timely and fully complied with the

[5] Defendants cite Fed. R. Civ. P. 37(d)(3) in their Motion (at 6) for the proposition that Lifespace should be sanctioned for failure to follow a court order; however, that reference appears to be in error. We assume that Defendants intended to refer to Fed. R. Civ. P. 37(b)(2)(C).

Order by producing all Lifespace Communications not otherwise protected by the attorney work product doctrine, so neither Federal Rules of Civil Procedure 37(b)(2)(C) nor 45(g) apply. Even if the Court were to grant partial or full relief on Defendants' Motion, Lifespace's position based on its interpretation of the Order, as set forth above, is substantially justified. Accordingly, Defendants' request for fees must fail.

V. CONCLUSION

For the foregoing reasons, the Court should deny the Motion and order such further and other relief as is just and appropriate.

Dated: June 12, 2024

/s/ James P. Muenker

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-and-

COOLEY LLP
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Facsimile: (312) 881-6598
Email: ewalker@cooley.com

Counsel for Lifespace Communities, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2024, a true and correct copy of the foregoing was served electronically on all persons via the Court's CM/ECF system.

/s/ James P. Muenker
James P. Muenker

EXHIBIT 8

JACKSON WALKER LLP
Michael S. Held (State Bar No. 09388150)
Jennifer F. Wertz (State Bar No. 24072822)
J. Machir Stull (State Bar No. 24070697)
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Local Counsel for Intercity Investment Properties, Inc. and Kong Capital LLC

LEVENFELD PEARLSTEIN, LLC
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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)
Leif M. Clark, Trustee of the Edgemere Litigation Trust Plaintiff, v Intercity Investment Properties, Inc., and Kong Capital LLC, Defendants.	Adv. Pro. No. 22-03040 (MVL)

DEFENDANTS' REPLY IN SUPPORT OF THEIR MOTION TO ENFORCE THE COURT'S *ORDERS ON MOTIONS TO COMPEL* OR, IN THE ALTERNATIVE, FOR ENTRY OF AN ORDER COMPELLING FURTHER PRODUCTIONS FROM THE PLAINTIFF AND LIFESPACE COMMUNITIES, INC.

[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.

Lifespace[2] waived the attorney-client privilege by disclosing its otherwise-privileged communications to Edgemere during this proceeding. The Court has already decided that issue.[3]

But Lifespace[4] now advances two arguments it never raised during the meet-and-confer process that preceded the present motion (the "Motion," ECF 515). ***First***, that the Motion is untimely even though it was filed and is due to be heard before the current close of fact discovery. ***Second***, that the wall-to-wall waiver the Court recognized in the Privilege Order extends only to communications about the adversary proceeding, rather than communications about the bankruptcy case, notwithstanding that the Court incontrovertibly ordered Lifespace and Plaintiff to produce all the communications between Lifespace and its outside counsel (other than those also protected by the work product doctrine) without regard to their subject matter.

Neither argument holds water, nor does either rise to the level of substantial justification to warrant that Defendants bear the costs of briefing this matter. The Motion should be granted in its entirety.

I. The Motion is timely.

Defendants filed the Motion on May 24, 2024. The Motion is set to be heard on June 25, 2024. The current close of fact discovery is June 26, 2024.

Notwithstanding that the Motion was filed before the current close of fact discovery and that it is scheduled to be heard before the current close of fact discovery, Lifespace urges that it is

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[2] Capitalized terms not defined herein have the meaning ascribed to them in the underlying motion.

[3] Privilege Order, pp. 12-13.

[4] The Plaintiff did not respond.

untimely. Purportedly in support, Lifespace cites a single opinion in which a discovery motion *filed* after the close of discovery was denied as untimely.[5] And, as acknowledged in Lifespace's case and in subsequent cases, even filing a motion to compel after the close of discovery—which, again, is not an issue presented here because the Motion was filed and is due to be heard before the close of fact discovery—does not by itself pose a bar to hearing or granting the motion.[6] Rather, courts consider a host of factors that Lifespace wholly fails to address, such as:

- **The length of time since the expiration of the fact discovery deadline** – the fact discovery deadline here has not expired.
- **The length of time that the moving party has known about the discovery** – the Privilege Order was entered on April 25, 2024; the meet-and-confer process began on May 3, 2024 and ended on May 9, 2024; and the Motion was filed on May 24, 2024. Less than a month elapsed between the start of the meet-and-confer process and the Motion date.
- **Whether the discovery deadline has been extended** – it has been extended, by agreement, for reasons unrelated to the Motion.
- **The explanation for the tardiness or delay** – the Motion was filed well prior to the applicable deadline.
- **Whether dispositive motions have been scheduled or filed** – none have been filed and the current dispositive motion deadline is months away.

[5] *Days Inn Worldwide, Inc. v. Sonia Investments*, 237 F.R.D. 395, 398 (N.D. Tex. 2006) (motion at issue was filed "two weeks after the extended [fact discovery] deadline expired on May 31, 2006").

[6] *See, e.g.*, *Garcia v. City of Amarillo, Tex.*, 2019 WL 11250160 *2 (N.D. Tex. Sept. 26, 2019).

- **The age of the case** – this case is approximately two years old, but also was stayed over Defendants' objection for a lengthy period during which discovery did not and could not proceed.
- **Prejudice to the party from whom late discovery was sought** – again, late discovery is not sought here. And anyway, Lifespace has identified no prejudice.
- **Disruption of the court's schedule** – Lifespace's additional production pursuant to the Motion should not materially impact other deadlines that are not already under discussion to be moved.

Lifespace's argument that the Motion is untimely is unmoored from the single case on which Lifespace relies for support, and the facts do not warrant denying the Motion as untimely. The Motion thus may, and should, be considered on its merits and granted.

II. Lifespace waived the privilege.

The Court could not have been clearer: Lifespace waived privilege when it "freely produced" its otherwise-privileged communications to Edgemere "for review" in connection with this Adversary Proceeding pursuant to the "production method that [Lifespace] unilaterally employed with Edgemere."[7] Those communications "were not [otherwise] accessible by Edgemere employees despite the two entities sharing a server."[8] In other words, Lifespace gave Edgemere privileged documents, during this proceeding, to which Edgemere otherwise had no access. Lifespace thereby waived the attorney-client privilege as to those documents.

[7] Privilege Order, p. 13.

[8] *Id.*

Lifespace's communications with its in-house counsel, or its deliberations about legal advice, are no different. Nor is the outcome different. Lifespace urges that the subject matter of the communications warrants a different outcome, drawing an artificial distinction between communications about the bankruptcy case and communications about the adversary proceeding. The Court correctly drew no such distinction with respect to Lifespace's communications with its outside counsel that the Court indisputably ordered to be produced, and no such distinction exists for the other communications either.

The genesis of Lifespace's argument is a different part of the Privilege Order dealing with different communications among different people serving different roles. Defendants argued that the inclusion of Lifespace officers on communications by or to GrayRobinson (counsel to the Edgemere board) and FTI Consulting (financial advisor to Edgemere) foreclosed privilege from attaching to those communications. In rejecting that argument, the Court reasoned that because Edgemere and Lifespace shared a common interest in the bankruptcy case, communications between Lifespace officers and Edgemere's professionals remained privileged so long as the communications pertained to the bankruptcy case.

The key distinction is that *Edgemere already had access to all those communications*. Unlike the Lifespace Communications—which Edgemere obtained solely by way of Lifespace's voluntary turnover—the FTI Communications and GrayRobinson Communications[9] included

[9] The terms FTI Communications and GrayRobinson Communications are used here with the definitions ascribed to them in the Privilege Order.

Edgemere's own professionals.[10] Thus, those were not communications that came into Edgemere's possession only by way of this Adversary Proceeding; Edgemere already had them.

Just as with its communications with outside counsel, Lifespace voluntarily turned over its otherwise-privileged communications to Edgemere as part of this adversary proceeding, which afforded Edgemere access to those communications for the first time. By doing so, Lifespace waived privilege, regardless of whether the subject of the communications was the bankruptcy case, the adversary proceeding, both, or neither.

And even if, counterfactually, that was not the case, Lifespace here offers nothing more than the bald, unsupported assertion that "[n]early all the privileged communications Defendants now seek to compel are communications made in furtherance of the Bankruptcy Proceeding or discuss legal advice provided by Edgemere counsel."[11] But it offers no evidence in support of that assertion and the assertion itself is frankly incredible, if for no other reason than because many of the documents at issue long pre-date the bankruptcy case—the earliest of them dates back to June 22, **2018**. Consequently, Lifespace fails to support that its otherwise-privileged communications fall within the exception Lifespace attempts to graft onto the Privilege Order.

Just like its communications with its outside counsel, Lifespace voluntarily supplied to Edgemere for review in this adversary proceeding otherwise-privileged documents to which Edgemere did not otherwise have access. And just as with the communications with its outside

[10] This is the same reason Defendants did not seek to compel the production of documents between Lifespace's counsel and Edgemere's counsel—Edgemere already had those documents.

[11] Lifespace Response, ECF 520, p. 3.

counsel, Lifespace's voluntary disclosure served to waive privilege. The Motion should therefore be granted.

III. Lifespace should bear the costs of this briefing.

Lifespace contends that its refusal to produce the documents is substantially justified. It is not. For one thing, the arguments Lifespace advances here were not raised during the meet and confer process—they are nothing more than post hoc attempts to justify the decision Lifespace already had made to continue withholding the documents. For another, the chief substantive argument Lifespace advances here—that the subject matter of a communication controls whether there was a privilege waiver—already is foreclosed by the Privilege Order itself.

CONCLUSION

The Court already has addressed and dispensed with the substantive arguments Lifespace advances here. Lifespace's legal arguments are without merit and, moreover, Lifespace fails to support its argument with evidence.

The Motion is timely and it seeks relief to which Defendants are entitled. The Motion should be granted in its entirety.

Dallas, Texas
June 19, 2024

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CERTIFICATE OF SERVICE

I certify that on this 19 day of June, 2024, a copy of the foregoing was filed electronically with the Clerk of Court via ECF, which caused a copy of same to be transmitted to all counsel of record.

/s/ Ryan C. Hardy

EXHIBIT 9

Row #	To	From	CC	Privilege Asserted	Date	Description for Basis of Privilege
2	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>		Attorney-Client; Work Product	6/13/2018	Correspondence containing legal advice regarding bond documents
3	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>; Larry Smith <Larry.Smith@lifespacecommunities.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>		Attorney-Client	6/22/2018	Correspondence relaying legal advice of in house counsel and outside counsel regarding restructuring
4	Tom Brod <Tom.Brod@lifespacecommunities.com>; Sloan Bentley <Sloan.Bentley@LifeSpaceCommunities.com>; Larry Smith <Larry.Smith@lifespacecommunities.com>	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>		Attorney-Client	7/27/2018	Correspondence containing legal advice regarding management fees
5	Tom Brod <Tom.Brod@lifespacecommunities.com>	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>		Attorney-Client	7/28/2018	Correspondence containing legal advice regarding bondholders
6	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>	Attorney-Client	7/30/2018	Correspondence containing legal advice regarding restructuring
7	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>	Attorney-Client; Work Product	7/30/2018	Correspondence containing legal advice regarding restructuring
8				Attorney-Client; Work Product	7/30/2018	Correspondence containing legal advice regarding restructuring
9				Attorney-Client; Work Product	7/30/2018	Correspondence containing legal advice regarding restructuring
10	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>	Jodi Hirsch (Jodi.Hirsch@lifespacecommunities.com) <Jodi.Hirsch@lifespacecommunities.com>; Sloan Bentley (sloan.bentley@lifespacecommunities.com) <sloan.bentley@lifespacecommuniti	Attorney-Client; Work Product	7/30/2018	Correspondence containing legal advice regarding restructuring
11				Attorney-Client; Work Product	7/30/2018	Correspondence containing legal advice regarding restructuring
12	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Sloan Bentley <Sloan.Bentley@LifeSpaceCommunities.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>	Attorney-Client; Work Product	7/30/2018	Correspondence containing legal advice and work product regarding restructuring
13	Tom Brod <Tom.Brod@lifespacecommunities.com>	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>	Sloan Bentley <Sloan.Bentley@LifeSpaceCommunities.com>; Larry Smith <Larry.Smith@lifespacecommunities.com>	Attorney-Client; Work Product	12/9/2018	Correspondence requesting legal advice regarding bondholders

14	Chesley, John O. <John.Chesley@ropesgray.com>; Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>		Attorney-Client; Work Product	4/3/2019	Correspondence containing legal advice regarding TDI filing
15	'Chesley, John O.' <John.Chesley@ropesgray.com>; Tom Brod <Tom.Brod@lifespacecommunities.com>	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>		Attorney-Client; Work Product	4/3/2019	Correspondence containing legal advice regarding TDI filings
16				Attorney-Client; Work Product	4/3/2019	Attachment to correspondence containing legal advice regarding TDI filings
17				Attorney-Client; Work Product	4/3/2019	Attachment to correspondence containing legal advice regarding TDI filings
18				Attorney-Client; Work Product	4/3/2019	Attachment to correspondence containing legal advice regarding TDI filings
19				Attorney-Client; Work Product	4/3/2019	Attachment to correspondence containing legal advice regarding TDI filings
20				Attorney-Client; Work Product	4/3/2019	Attachment to correspondence containing legal advice regarding TDI filings
21	'Chesley, John O.' <John.Chesley@ropesgray.com>; Tom Brod <Tom.Brod@lifespacecommunities.com>	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>		Attorney-Client; Work Product	4/3/2019	Correspondence containing legal advice regarding TDI filings
22	Whitkin, Elizabeth M. <Elizabeth.Whitkin@ropesgray.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>	Jodi Hirsch (Jodi.Hirsch@lifespacecommunities.com) <Jodi.Hirsch@lifespacecommunities.com>	Attorney-Client; Work Product	4/5/2019	Correspondence containing legal advice regarding financials
23	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>; Tom Brod <Tom.Brod@lifespacecommunities.com>; elizabeth.whitkin@ropesgray.com	McLaughlin, Cara (G&B) <cmclaughlin@gilmorebell.com>	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>; Burns, Bill (G&B) <bburns@gilmorebell.com>	Attorney-Client; Work Product	4/5/2019	Correspondence containing legal advice regarding schedules
24				Attorney-Client; Work Product	4/5/2019	Correspondence containing legal advice regarding schedules
25				Attorney-Client; Work Product	4/5/2019	Correspondence containing legal advice regarding schedules
26	Tom Brod <Tom.Brod@lifespacecommunities.com>	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>		Attorney-Client; Work Product	4/24/2019	Correspondence relaying legal advice of outside counsel regarding TDI filings
27	Tom Brod <Tom.Brod@lifespacecommunities.com>; Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>; 'Chesley, John O.' <John.Chesley@ropesgray.com>	Rangel, Jennifer L. <JRangel@lockelord.com>		Attorney-Client; Work Product	4/24/2019	Correspondence containing legal advice regarding TDI filings
28	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>; Larry Smith <Larry.Smith@lifespacecommunities.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>		Attorney-Client	5/8/2019	Correspondence relaying legal advice of in house counsel and outside counsel regarding restructuring

29	Tom Brod <Tom.Brod@lifespacecommunities.com>; Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>	Whitkin, Elizabeth M. <Elizabeth.Whitkin@ropesgray.com>		Attorney-Client; Work Product	5/22/2019	Correspondence containing legal advice regarding TDI filings
30				Attorney-Client; Work Product	5/22/2019	Correspondence containing legal advice regarding TDI filings
31	Rangel, Jennifer L. <JRangel@lockelord.com>	Chesley, John O. <John.Chesley@ropesgray.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>; Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>	Attorney-Client; Work Product	6/13/2019	Correspondence containing legal advice regarding TDI filings
32	Tom Brod <Tom.Brod@lifespacecommunities.com>	Shari Turner <Shari.Turner@LifeSpaceCommunities.com>		Attorney-Client; Work Product	6/17/2019	Correspondence relaying legal advice of in house counsel regarding audit reports
33	Jess Grant <Jess.Grant@LifeSpaceCommunities.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>		Attorney-Client; Work Product	6/18/2019	Correspondence relaying legal advice of in house counsel and outside counsel regarding EMMA notice
34				Attorney-Client; Work Product	6/18/2019	Correspondence relaying legal advice of in house counsel and outside counsel regarding EMMA notice
35	Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>	Whitkin, Elizabeth M. <Elizabeth.Whitkin@ropesgray.com>	Sanders, Mara <Mara.Sanders@ropesgray.com>; Chesley, John O. <John.Chesley@ropesgray.com>; Tom Brod <Tom.Brod@lifespacecommunities.com>	Attorney-Client; Work Product	7/9/2019	Correspondence containing legal advice regarding landlord consent to change of control in Lifespace SQLC affiliation
36	Tom Brod <Tom.Brod@lifespacecommunities.com>	Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>		Attorney-Client	7/18/2019	Correspondence containing legal advice regarding lease
37	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Heidi Leavengood </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4981C8241AD8491D8AD6984712F3A389-HKERN>	Chris Hutfless <Chris.Hutfless@lifespacecommunities.com>	Attorney-Client	1/29/2020	Correspondence relaying legal advice regarding Edgemere lease from outside counsel
38	Larry Smith <Larry.Smith@lifespacecommunities.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	2/4/2020	Correspondence containing legal advice regarding Edgemere covenants
39	'Wright, Rick (G&B)' <RWRIGHT@GilmoreBell.com>; Tom Brod <Tom.Brod@lifespacecommunities.com>	Heidi Leavengood </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4981C8241AD8491D8AD6984712F3A389-HKERN>		Attorney-Client; Work Product	2/5/2020	Correspondence containing legal advice regarding Edgemere covenant violation
40	Tom Brod <Tom.Brod@lifespacecommunities.com>; RWRIGHT@GilmoreBell.com	Grossklaus.David@dorsey.com	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	2/6/2020	Correspondence containing legal advice regarding Edgemere covenants
41	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Larry Smith <Larry.Smith@lifespacecommunities.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>		Attorney-Client	2/6/2020	Correspondence relaying legal advice of outside counsel regarding disclosures

42	RWRIGHT@GilmoreBell.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Tom Brod <Tom.Brod@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client; Work Product	2/7/2020	Correspondence containing legal advice regarding restructuring
43	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>		Attorney-Client; Work Product	2/11/2020	Correspondence containing legal advice regarding restructuring and bondholder agreements
44	Grossklaus.David@dorsey.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>; RWRIGHT@GilmoreBell.com	Tom Brod <Tom.Brod@lifespacecommunities.com>		Attorney-Client; Work Product	2/12/2020	Correspondence containing legal advice regarding Edgemere bond covenants
45	Anita Rao <Anita.Rao@lifespacecommunities.com>; Julio Macias <Julio.Macias@lifespacecommunities.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777DF9AF2A9D8-ABDUL>		Attorney-Client	2/24/2020	Communications containing legal advice regarding resident power of attorney
46	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Rob Clark <Rob.Clark@lifespacecommunities.com>		Attorney-Client	3/4/2020	Correspondence seeking legal advice regarding resident agreement
47				Attorney-Client	3/4/2020	Attachment to correspondence seeking legal advice regarding resident agreement
48				Attorney-Client	3/4/2020	Attachment to correspondence seeking legal advice regarding resident agreement
49				Attorney-Client	3/4/2020	Attachment to correspondence seeking legal advice regarding resident agreement
50				Attorney-Client	3/4/2020	Attachment to correspondence seeking legal advice regarding resident agreement
51				Attorney-Client	3/4/2020	Attachment to correspondence seeking legal advice regarding resident agreement
52				Attorney-Client	3/4/2020	Attachment to correspondence seeking legal advice regarding resident agreement
53	Tom Brod <Tom.Brod@lifespacecommunities.com>; Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Tim Nevins <Tim.Nevins@LifeSpaceCommunities.com>		Attorney-Client	3/5/2020	Correspondence containing legal advice regarding check
54				Attorney-Client	3/5/2020	Correspondence containing legal advice regarding check
55	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Michael Stewart <michael.stewart@swolegal.com>		Attorney-Client; Work Product	3/9/2020	Communications containing legal advice regarding potential resident litigation
56	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Michael Stewart <michael.stewart@swolegal.com>	Jennifer Moore <jmoore@swolegal.com>	Attorney-Client; Work Product	3/9/2020	Communications containing legal advice regarding potential resident litigation
57	'Michael Stewart' <michael.stewart@swolegal.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777DF9AF2A9D8-ABDUL>		Attorney-Client; Work Product	3/9/2020	Correspondence containing legal advice and work product regarding ongoing litigation
58				Attorney-Client; Work Product	3/9/2020	Attachment to correspondence containing legal advice and work product regarding ongoing litigation

59				Attorney-Client; Work Product	3/9/2020	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
60				Attorney-Client; Work Product	3/9/2020	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
61	Tom Brod <Tom.Brod@lifespacecommunities.com>; Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>		Attorney-Client	3/11/2020	Correspondence containing legal advice regarding nondisclosure agreement
62				Attorney-Client; Work Product	3/11/2020	Correspondence containing legal advice and work product regarding ongoing litigation
63	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>		Attorney-Client; Work Product	3/11/2020	Correspondence seeking legal advice and containing work product regarding ongoing litigation
64	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Michael Stewart <michael.stewart@swolegal.com>		Attorney-Client; Work Product	3/11/2020	Correspondence containing legal advice and work product regarding ongoing litigation
65	Darla Joens <Darla.Joens@lifespacecommunities.com>	Heidi Leavengood </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4981C8241AD8491D8AD6984712534380-HKERN>		Attorney-Client	3/29/2020	Correspondence relaying legal advice of outside counsel regarding Fitch Rating Decision
66	'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>	Heidi Leavengood </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4981C8241AD8491D8AD6984712534380-HKERN>		Attorney-Client; Work Product	3/30/2020	Correspondence containing legal advice regarding EMMA filing
67	'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>	Larry Smith <Larry.Smith@lifespacecommunities.com>; Greg Sieman <Greg.Sieman@lifespacecommunities.com>	Attorney-Client; Work Product	3/30/2020	Correspondence containing legal advice regarding EMMA filing
68	Darla Joens <Darla.Joens@lifespacecommunities.com>	Heidi Leavengood </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4981C8241AD8491D8AD6984712534380-HKERN>		Attorney-Client; Work Product	3/30/2020	Correspondence relaying legal advice and work product of outside counsel regarding EMMA filing
69				Attorney-Client; Work Product	3/30/2020	Attachment to correspondence relaying legal advice and work product of outside counsel regarding EMMA filing
70	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>		Attorney-Client	4/17/2020	Correspondence requesting legal advice regarding Edgemere COVID-19 plan
71				Attorney-Client	4/17/2020	Attachment to correspondence requesting legal advice regarding Edgemere COVID-19 plan
72	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Anita Rao <Anita.Rao@lifespacecommunities.com>		Attorney-Client	4/20/2020	Correspondence seeking legal advice regarding resident agreement
73				Attorney-Client	4/20/2020	Attachment to correspondence seeking legal advice regarding resident agreement
74	Ann Walsh <Ann.Walsh@LifeSpaceCommunities.com>	Rob Clark <Rob.Clark@lifespacecommunities.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Attorney-Client; Work Product	4/29/2020	Correspondence seeking legal advice and containing work product regarding potential litigation
75				Attorney-Client; Work Product	4/29/2020	Attachment to correspondence seeking legal advice and containing work product regarding potential litigation
76				Attorney-Client; Work Product	4/29/2020	Attachment to correspondence seeking legal advice and containing work product regarding potential litigation

77	Greg Sieman <Greg.Sieman@lifespacecommunities.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777D		Attorney-Client	4/30/2020	Correspondence containing legal advice regarding resident agreement
78				Attorney-Client	4/30/2020	Attachment to correspondence containing legal advice regarding resident agreement
79				Attorney-Client	4/30/2020	Attachment to correspondence containing legal advice regarding resident agreement
80	Lisa O'Neal <Lisa.O'Neal@lifespacecommunities.com>	Lisa.O' <Neal@lifespacecommunities.com> on behalf of Lisa O'Neal Lisa.O' <Neal@lifespacecommunities.com>		Attorney-Client	5/4/2020	Correspondence containing legal advice regarding bylaws
81				Attorney-Client	5/4/2020	Attachment to correspondence containing legal advice regarding bylaws
82				Attorney-Client	5/4/2020	Attachment to correspondence containing legal advice regarding bylaws
83	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Rob Clark <Rob.Clark@lifespacecommunities.com>	Attorney-Client; Work Product	5/15/2020	Correspondence containing legal advice and work product regarding ongoing litigation
84				Attorney-Client; Work Product	5/15/2020	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
85	Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Shari Turner <Shari.Turner@LifeSpaceCommunities.com>	Attorney-Client; Work Product	6/1/2020	Correspondence containing legal advice regarding potential litigation
86				Attorney-Client; Work Product	6/1/2020	Attachment to correspondence containing legal advice regarding potential litigation
87	Chris Hutfless <Chris.Hutfless@lifespacecommunities.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777D	Shari Turner <Shari.Turner@LifeSpaceCommunities.com>	Attorney-Client; Work Product	6/1/2020	Correspondence containing legal advice and work product regarding potential litigation
88				Attorney-Client; Work Product	6/1/2020	Attachment to correspondence containing legal advice and work product regarding potential litigation
89	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>		Attorney-Client; Work Product	6/1/2020	Communications containing legal advice regarding potential resident litigation
90	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	6/2/2020	Correspondence seeking legal advice regarding resident agreement
91				Attorney-Client	6/2/2020	Attachment to correspondence seeking legal advice regarding resident agreement
92	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Rob Clark <Rob.Clark@lifespacecommunities.com>		Attorney-Client; Work Product	6/5/2020	Correspondence discussing legal advice and work product regarding resident agreement
93				Attorney-Client; Work Product	6/5/2020	Attachment to correspondence discussing legal advice and work product regarding resident agreement
94	Amanda Schwilch <Amanda.Schwilch@lifespacecommunities.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777D		Attorney-Client	6/5/2020	Correspondence containing legal advice regarding resident agreement
95				Attorney-Client	6/5/2020	Attachment to correspondence containing legal advice regarding resident agreement

96				Attorney-Client	6/5/2020	Attachment to correspondence containing legal advice regarding resident agreement
97	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Amanda Schwilch <Amanda.Schwilch@lifespacecommunities.com>		Attorney-Client	6/5/2020	Correspondence seeking legal advice regarding resident agreement
98				Attorney-Client	6/5/2020	Attachment to correspondence seeking legal advice regarding resident agreement
99				Attorney-Client	6/5/2020	Attachment to correspondence seeking legal advice regarding resident agreement
100	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Attorney-Client	6/23/2020	Correspondence requesting legal advice regarding Edgemere COVID-19 plan
101				Attorney-Client	6/23/2020	Attachment to correspondence requesting legal advice regarding Edgemere COVID-19 plan
102				Attorney-Client	6/23/2020	Attachment to correspondence requesting legal advice regarding Edgemere COVID-19 plan
103	Chris Hutfless <Chris.Hutfless@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777D59A5A9D8-ABDUL>		Attorney-Client	6/23/2020	Correspondence requesting legal advice regarding Edgemere COVID-19 plan
104				Attorney-Client	6/23/2020	Attachment to correspondence requesting legal advice regarding Edgemere COVID-19 plan
105	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Crystal Barnett <Crystal.Barnett@lifespacecommunities.com>	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>		Attorney-Client; Work Product	6/25/2020	Correspondence seeking legal advice and containing work product regarding ongoing litigation
106	Shari Turner <Shari.Turner@LifeSpaceCommunities.com>; Mike McCoy <mmccoy@caringcomm.org>	Michael Stewart <michael.stewart@swolegal.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Jennifer Owens <jowens@swolegal.com>; Marie Janssen <mjanssen@swolegal.com>	Attorney-Client; Work Product	6/26/2020	Communications containing legal advice and work product regarding potential resident litigation
107				Attorney-Client; Work Product	6/26/2020	Communications containing legal advice and work product regarding potential resident litigation
108	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777D59A5A9D8-ABDUL>		Attorney-Client; Work Product	7/28/2020	Correspondence containing legal advice and work product regarding ongoing litigation
109	Shari Turner <Shari.Turner@LifeSpaceCommunities.com>; Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Jennifer Owens <jowens@swolegal.com>		Attorney-Client; Work Product	7/28/2020	Correspondence containing legal advice and work product regarding ongoing litigation
110				Attorney-Client; Work Product	7/28/2020	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
111	Karen Davila <Karen.Davila@lifespacecommunities.com>	Shari Turner </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=C487A86A67754B6287C412A795486096-SHARI>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Attorney-Client; Work Product	8/2/2020	Correspondence seeking legal advice and containing work product regarding ongoing litigation
112				Attorney-Client; Work Product	8/2/2020	Attachment to correspondence seeking legal advice and containing work product regarding ongoing litigation

113				Attorney-Client; Work Product	8/2/2020	Attachment to correspondence seeking legal advice and containing work product regarding ongoing litigation
114				Attorney-Client; Work Product	8/2/2020	Attachment to correspondence seeking legal advice and containing work product regarding ongoing litigation
115				Attorney-Client; Work Product	8/2/2020	Attachment to correspondence seeking legal advice and containing work product regarding ongoing litigation
116	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sara Hamm <Sara.Hamm@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@lifespacecommunities.com>; Joey Leonhardt <Joey.Leonhardt@lifespacecommunities.com>; Rick Oros <Rick.Oros@lifespacecommunities.com>; Rob Clark <Rob.Clark@lifespacecommunities.c	Shari Turner </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=C487A86A67754B6287C412A79E486006-SHARI>	Karen Davila <Karen.Davila@lifespacecommunities.com>; Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Attorney-Client; Work Product	8/10/2020	Correspondence discussing legal advice and work product regarding resident agreement
117				Attorney-Client; Work Product	8/10/2020	Attachment to correspondence discussing legal advice and work product regarding resident agreement
118				Attorney-Client; Work Product	8/10/2020	Attachment to correspondence discussing legal advice and work product regarding resident agreement
119				Attorney-Client; Work Product	8/10/2020	Attachment to correspondence discussing legal advice and work product regarding resident agreement
120	Heidi Leavengood <Heidi.Leavengood@lifespacecommunities.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777DE9AE3A9D8-ABDUL>		Attorney-Client	8/18/2020	Correspondence containing legal advice regarding financials
121	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Michael Stewart <michael.stewart@swolegal.com>	Robert C. Wiegand <bob.wiegand@swolegal.com>; Jennifer Moore <jmoore@swolegal.com>	Attorney-Client; Work Product	8/24/2020	Correspondence containing legal advice and work product regarding ongoing litigation
122	Michael Stewart <michael.stewart@swolegal.com>; Shari Turner <Shari.Turner@LifeSpaceCommunities.com>		Robert C. Wiegand <bob.wiegand@swolegal.com>; Jennifer Moore <jmoore@swolegal.com>	Attorney-Client; Work Product	8/24/2020	Correspondence containing legal advice and work product regarding ongoing litigation
123	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Shari Turner <Shari.Turner@LifeSpaceCommunities.com>	Michael Stewart <michael.stewart@swolegal.com>	Robert C. Wiegand <bob.wiegand@swolegal.com>; Jennifer Moore <jmoore@swolegal.com>	Attorney-Client; Work Product	8/24/2020	Correspondence containing legal advice and work product regarding ongoing litigation
124	Michael Stewart <michael.stewart@swolegal.com>; Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Shari Turner <Shari.Turner@LifeSpaceCommuniti	Robert C. Wiegand <bob.wiegand@swolegal.com>	Jennifer Moore <jmoore@swolegal.com>	Attorney-Client; Work Product	8/24/2020	Correspondence containing legal advice and work product regarding ongoing litigation
125	Michael Stewart <michael.stewart@swolegal.com>; Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Rob Clark <Rob.Clark@lifespacecommunities.c	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Robert C. Wiegand <bob.wiegand@swolegal.com>	Attorney-Client; Work Product	8/25/2020	Correspondence seeking legal advice and containing work product regarding ongoing litigation

126	Michael Stewart <michael.stewart@swolegal.com>; Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>		Robert C. Wiegand <bob.wiegand@swolegal.com>	Attorney-Client; Work Product	8/25/2020	Correspondence containing legal advice and work product regarding ongoing litigation
127	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Shari Turner <Shari.Turner@LifeSpaceCommunities.com>	Michael Stewart <michael.stewart@swolegal.com>	Robert C. Wiegand <bob.wiegand@swolegal.com>; Jennifer Moore <jmoore@swolegal.com>; Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Attorney-Client; Work Product	8/27/2020	Correspondence containing legal advice and work product regarding ongoing litigation
128	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08F60571925A4F758EEF69CCA37D825E-NICK>		Attorney-Client; Work Product	8/28/2020	Correspondence relaying legal advice and work product regarding resident refund
129	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>		Attorney-Client; Work Product	8/28/2020	Correspondence relaying legal advice and work product from in house and outside counsel regarding resident refund
130	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	8/31/2020	Correspondence containing legal advice regarding resident refund
131	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	8/31/2020	Correspondence containing legal advice regarding resident refund
132	Ann Powell <Ann.Powell@lifespacecommunities.com>			Attorney-Client; Work Product	8/31/2020	Correspondence containing legal advice and work product regarding ongoing litigation
133	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Michael Stewart <michael.stewart@swolegal.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Rick Oros <Rick.Oros@lifespacecommunities.com>; Robert C. Wiegand <bob.wiegand@swolegal.com>	Attorney-Client; Work Product	8/31/2020	Correspondence seeking legal advice and containing work product regarding ongoing litigation
134	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Bill Nutty <Bill.Nutty@lifespacecommunities.com>		Attorney-Client; Work Product	8/31/2020	Correspondence seeking legal advice and containing work product regarding lease agreement
135	Michael Stewart <michael.stewart@swolegal.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Rick Oros <Rick.Oros@lifespacecommunities.com>; Robert C. Wiegand <bob.wiegand@swolegal.com>	Attorney-Client; Work Product	8/31/2020	Communications containing legal advice regarding potential resident litigation
136	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Michael Stewart <michael.stewart@swolegal.com>	Shari Turner </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=C487A86A67754B6287C412A79F486006-SHARI>	Marie Janssen <mjanssen@swolegal.com>; Robert C. Wiegand <bob.wiegand@swolegal.com>	Attorney-Client; Work Product	8/31/2020	Communications containing legal advice regarding resident litigation

137				Attorney-Client; Work Product	8/31/2020	Communications containing legal advice regarding resident litigation
138	Karen Davila <Karen.Davila@lifespacecommunities.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777D59A52A9D8-ABDUL>		Attorney-Client	8/31/2020	Correspondence containing legal advice regarding resident agreements
139				Attorney-Client	8/31/2020	Attachment to correspondence containing legal advice regarding resident agreements
140	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>		Attorney-Client; Work Product	8/31/2020	Correspondence seeking legal advice and containing work product regarding ongoing litigation
141				Attorney-Client; Work Product	8/31/2020	Attachment to correspondence seeking legal advice and containing work product regarding ongoing litigation
142	Michael Stewart <michael.stewart@swolegal.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Rick Oros <Rick.Oros@lifespacecommunities.com>	Attorney-Client; Work Product	9/1/2020	Communications containing legal advice regarding potential resident litigation
143	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Michael Stewart <michael.stewart@swolegal.com>	Rick Oros <Rick.Oros@lifespacecommunities.com>; Robert C. Wiegand <bob.wiegand@swolegal.com>	Attorney-Client; Work Product	9/2/2020	Correspondence containing legal advice and work product regarding ongoing litigation
144	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Michael Stewart <michael.stewart@swolegal.com>	Rick Oros <Rick.Oros@lifespacecommunities.com>; Robert C. Wiegand <bob.wiegand@swolegal.com>	Attorney-Client; Work Product	9/2/2020	Communications containing legal advice regarding potential resident litigation
145	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Michael Stewart <michael.stewart@swolegal.com>	Rick Oros <Rick.Oros@lifespacecommunities.com>; Robert C. Wiegand <bob.wiegand@swolegal.com>	Attorney-Client; Work Product	9/3/2020	Communications containing legal advice regarding potential resident litigation
146	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Rick Oros <Rick.Oros@lifespacecommunities.com>	Attorney-Client	9/4/2020	Correspondence seeking legal advice regarding resident agreement
147				Attorney-Client	9/4/2020	Attachment to correspondence seeking legal advice regarding resident agreement
148				Attorney-Client	9/4/2020	Attachment to correspondence seeking legal advice regarding resident agreement
149				Attorney-Client	9/4/2020	Attachment to correspondence seeking legal advice regarding resident agreement

150	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>; Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Rick Oros <Rick.Oros@lifespacecommunities.com>		Attorney-Client; Work Product	9/4/2020	Communications containing legal advice regarding potential resident litigation
151	Michael Stewart <michael.stewart@swolegal.com>; Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Rick Oros <Rick.Oros@lifespacecommunities.com>; Robert C. Wiegand <bob.wiegand@swolegal.com>	Attorney-Client; Work Product	9/8/2020	Communications containing legal advice regarding potential resident litigation
152	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>		Attorney-Client	9/10/2020	Correspondence relaying work product and legal advice of outside counsel
153				Attorney-Client	9/10/2020	Attachment to correspondence relaying legal advice and work product of outside counsel regarding resident refunds
154	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Michael Stewart <michael.stewart@swolegal.com>; Rick Oros <Rick.Oros@lifespacecommunities.com>	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Robert C. Wiegand <bob.wiegand@swolegal.com>	Attorney-Client; Work Product	9/10/2020	Correspondence seeking legal advice and containing work product regarding ongoing litigation
155	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Rick Oros <Rick.Oros@lifespacecommunities.com>	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Attorney-Client; Work Product	9/10/2020	Correspondence seeking legal advice and containing work product regarding ongoing litigation
156	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Rick Oros <Rick.Oros@lifespacecommunities.com>	Michael Stewart <michael.stewart@swolegal.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>; Robert C. Wiegand <bob.wiegand@swolegal.com>	Attorney-Client; Work Product	9/10/2020	Correspondence containing legal advice and work product regarding ongoing litigation
157	Heidi Leavengood <Heidi.Leavengood@lifespacecommunities.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777D		Attorney-Client; Work Product	10/7/2020	Correspondence containing legal advice and work product regarding restructuring
158				Attorney-Client; Work Product	10/7/2020	Attachment to correspondence containing legal advice and work product regarding restructuring
159	Ann Powell <Ann.Powell@lifespacecommunities.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777D		Attorney-Client	10/14/2020	Correspondence relaying legal advice regarding Edgemere occupancy and finances
160				Attorney-Client	10/14/2020	Attachment to correspondence relaying legal advice regarding Edgemere occupancy and finances
161				Attorney-Client	10/14/2020	Attachment to correspondence relaying legal advice regarding Edgemere occupancy and finances
162				Attorney-Client	10/14/2020	Attachment to correspondence relaying legal advice regarding Edgemere occupancy and finances
163				Attorney-Client	10/14/2020	Attachment to correspondence relaying legal advice regarding Edgemere occupancy and finances

164	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Sara Hamm <Sara.Hamm@LifeSpaceCommunities.com>; Russell Mauk <Russell.Mauk@lifespacecommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	John Couture <John.Couture@LifeSpaceCommunities.com>	Attorney-Client; Work Product	10/14/2020	Correspondence containing legal advice regarding Edgemere finances and bonds
165				Attorney-Client; Work Product	10/14/2020	Attachment to correspondence containing legal advice regarding Edgemere finances and bonds
166				Attorney-Client; Work Product	10/14/2020	Attachment to correspondence containing legal advice regarding Edgemere finances and bonds
167				Attorney-Client; Work Product	10/14/2020	Attachment to correspondence containing legal advice regarding Edgemere finances and bonds
168				Attorney-Client; Work Product	10/14/2020	Attachment to correspondence containing legal advice regarding Edgemere finances and bonds
169	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Rick Oros <Rick.Oros@lifespacecommunities.com>	Rick Oros <Rick.Oros@lifespacecommunities.com>	Attorney-Client	10/15/2020	Correspondence requesting legal advice regarding Edgemere contract
170				Attorney-Client	10/15/2020	Attachment to correspondence requesting legal advice regarding Edgemere contract
171	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Martha Holloway </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=7D6A6D5B0F944ABDA84BEB4		Attorney-Client	11/2/2020	Correspondence containing legal advice regarding disclosure statement
172				Attorney-Client	11/2/2020	Correspondence containing legal advice regarding disclosure statement
173		Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777D		Attorney-Client; Work Product	11/19/2020	Correspondence containing legal advice regarding Edgemere finances and investments
174				Attorney-Client; Work Product	11/19/2020	Attachment to correspondence containing legal advice regarding Edgemere finances and investments
175	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Ann Joyce <Ann.Joyce@lifespacecommunities.com>	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Attorney-Client; Work Product	11/25/2020	Correspondence seeking legal advice and containing work product regarding potential litigation
176				Attorney-Client; Work Product	11/25/2020	Attachment to correspondence seeking legal advice and containing work product regarding potential litigation
177				Attorney-Client; Work Product	11/25/2020	Attachment to correspondence seeking legal advice and containing work product regarding potential litigation
178	Shari Turner <Shari.Turner@LifeSpaceCommunities.com>; Karen Davila <Karen.Davila@lifespacecommunities.com>	Abdul Shakoor </o=First Organization/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=ecec7a36e11c46ada54777de9ae		Attorney-Client; Work Product	11/30/2020	Correspondence containing legal advice pertaining to threatened litigation
179				Attorney-Client; Work Product	11/30/2020	Attachment to correspondence containing legal advice pertaining to threatened litigation
180				Attorney-Client; Work Product	11/30/2020	Attachment to correspondence containing legal advice pertaining to threatened litigation
181				Attorney-Client; Work Product	11/30/2020	Attachment to correspondence containing legal advice pertaining to threatened litigation
182				Attorney-Client; Work Product	11/30/2020	Attachment to correspondence containing legal advice pertaining to threatened litigation

183	Shari Turner <Shari.Turner@LifeSpaceCommunities.com>; Karen Davila <Karen.Davila@lifespacecommunities.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777DE9AE2A9D8-ABDUL>		Attorney-Client; Work Product	11/30/2020	Communications containing legal advice regarding resident litigation
184				Attorney-Client; Work Product	11/30/2020	Communications containing legal advice regarding resident litigation
185				Attorney-Client; Work Product	11/30/2020	Communications containing legal advice regarding resident litigation
186				Attorney-Client; Work Product	11/30/2020	Communications containing legal advice regarding resident litigation
187				Attorney-Client; Work Product	11/30/2020	Communications containing legal advice regarding resident litigation
188	Michael Stewart <michael.stewart@swolegal.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777DE9AE2A9D8-ABDUL>	Shari Turner <Shari.Turner@LifeSpaceCommunities.com>	Attorney-Client; Work Product	12/2/2020	Communications containing legal advice regarding potential resident litigation
189				Attorney-Client; Work Product	12/2/2020	Communications containing legal advice regarding potential resident litigation
190				Attorney-Client; Work Product	12/2/2020	Communications containing legal advice regarding potential resident litigation
191				Attorney-Client; Work Product	12/2/2020	Communications containing legal advice regarding potential resident litigation
192				Attorney-Client; Work Product	12/2/2020	Communications containing legal advice regarding potential resident litigation
193	Michael Stewart <michael.stewart@swolegal.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Shari Turner <Shari.Turner@LifeSpaceCommunities.com>	Attorney-Client; Work Product	12/2/2020	Correspondence requesting legal advice regarding litigation against Edgemere
194				Attorney-Client; Work Product	12/2/2020	Attachment to correspondence requesting legal advice regarding litigation against Edgemere
195				Attorney-Client; Work Product	12/2/2020	Attachment to correspondence requesting legal advice regarding litigation against Edgemere
196				Attorney-Client; Work Product	12/2/2020	Attachment to correspondence requesting legal advice regarding litigation against Edgemere
197				Attorney-Client; Work Product	12/2/2020	Attachment to correspondence requesting legal advice regarding litigation against Edgemere
198	'Michael Stewart' <michael.stewart@swolegal.com>	Abdul Shakoor </o=First Organization/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=ecec7a36e11c46ada54777de9ae2a9d8-Abdul>	Shari Turner <Shari.Turner@LifeSpaceCommunities.com>	Attorney-Client; Work Product	12/2/2020	Correspondence containing legal advice and work product regarding ongoing litigation
199				Attorney-Client; Work Product	12/2/2020	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
200				Attorney-Client; Work Product	12/2/2020	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
201				Attorney-Client; Work Product	12/2/2020	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
202				Attorney-Client; Work Product	12/2/2020	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
203	Robert C. Wiegand <bob.wiegand@swolegal.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777DE9AE2A9D8-ABDUL>	Michael Stewart <michael.stewart@swolegal.com>	Attorney-Client; Work Product	12/3/2020	Communications containing legal advice regarding potential resident litigation

204	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Robert C. Wiegand <bob.wiegand@swolegal.com>	Robert C. Wiegand <bob.wiegand@swolegal.com>; Michael Stewart <michael.stewart@swolegal.com>	Attorney-Client; Work Product	12/4/2020	Correspondence containing legal advice and work product regarding ongoing litigation
205				Attorney-Client; Work Product	12/4/2020	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
206	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Anita Rao <Anita.Rao@lifespacecommunities.com>		Attorney-Client; Work Product	12/8/2020	Correspondence seeking legal advice and containing work product regarding potential litigation
207	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Anita Rao <Anita.Rao@lifespacecommunities.com>		Attorney-Client; Work Product	12/8/2020	Correspondence containing legal advice regarding resident refund
208				Attorney-Client; Work Product	12/8/2020	Attachment to correspondence containing legal advice regarding resident refund
209	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Robert C. Wiegand <bob.wiegand@swolegal.com>	Michael Stewart <michael.stewart@swolegal.com>; Robert C. Wiegand <bob.wiegand@swolegal.com>	Attorney-Client; Work Product	12/8/2020	Correspondence containing legal advice and work product regarding ongoing litigation
210				Attorney-Client; Work Product	12/8/2020	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
211	Shari Turner <Shari.Turner@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Karen Davila <Karen.Davila@lifespacecommunities.com>		Attorney-Client	12/10/2020	Correspondence requesting legal advice regarding Dallas Morning News
212	Karen Davila <Karen.Davila@lifespacecommunities.com>; Shari Turner <Shari.Turner@LifeSpaceCommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766EED-JESSE JANTZ>	Susan Straub <Susan.Straub@lifespacecommunities.com>; Greg Sieman <Greg.Sieman@lifespacecommunities.com>	Attorney-Client	12/10/2020	Correspondence requesting legal advice regarding Dallas Morning News
213	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>; Rick Oros <Rick.Oros@lifespacecommunities.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777DE9AE2A9D8-ABDUL>		Attorney-Client; Work Product	12/10/2020	Communications containing legal advice regarding potential resident litigation
214	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Rick Oros <Rick.Oros@lifespacecommunities.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>		Attorney-Client	12/10/2020	Communications containing legal advice regarding resident refund
215	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766EED-JESSE JANTZ>		Attorney-Client	12/11/2020	Correspondence containing legal advice regarding FTI engagement
216	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Rick Oros <Rick.Oros@lifespacecommunities.com>	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>		Attorney-Client; Work Product	12/11/2020	Correspondence seeking legal advice and containing work product regarding ongoing litigation

217	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	12/12/2020	Correspondence containing legal advice regarding restructuring
218	Bill Nutty <Bill.Nutty@lifespacecommunities.com>	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	'cownie.katie@dorsey.com' <cownie.katie@dorsey.com>	Attorney-Client; Work Product	12/22/2020	Correspondence containing legal advice and work product regarding escrow agreement
219				Attorney-Client; Work Product	12/22/2020	Attachment to correspondence containing legal advice and work product regarding escrow agreement
220	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	Bill Nutty </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FE5A1CE43CFB4D09AB5122EBEECA1974-BILL>		Attorney-Client	12/24/2020	Correspondence relaying legal advice from outside counsel regarding financials
221	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	Bill Nutty </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FE5A1CE43CFB4D09AB5122EBEECA1974-BILL>		Attorney-Client	12/24/2020	Correspondence relaying legal advice from outside counsel regarding financials
222	Jane VanHorn <Jane.VanHorn@lifespacecommunities.com>	Bill Nutty </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FE5A1CE43CFB4D09AB5122EBEECA1974-BILL>		Attorney-Client	12/28/2020	Correspondence relaying legal advice from outside counsel regarding financials
223	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Rick Oros <Rick.Oros@lifespacecommunities.com>		Attorney-Client	12/31/2020	Correspondence seeking legal advice regarding resident agreement
224				Attorney-Client	12/31/2020	Attachment to correspondence seeking legal advice regarding resident agreement
225	'Rick Oros' <Rick.Oros@lifespacecommunities.com>	Abdul Shakoor </o=First Organization/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=ecec7a36e11c46ada54777de9ae2a9d8-Abdul>	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Rick Oros <Rick.Oros@lifespacecommunities.com>	Attorney-Client	12/31/2020	Correspondence containing legal advice regarding resident agreement
226				Attorney-Client	12/31/2020	Attachment to correspondence containing legal advice regarding resident agreement
227	rwright@gilmorebell.com; Burns, Bill (G&B) <bburns@gilmorebell.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC200CC-HEIDI LEAVE>		Attorney-Client; Work Product	1/13/2021	Correspondence containing legal advice regarding Edgemere bonds
228		Abdul Shakoor </o=First Organization/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=ecec7a36e11c46ada54777de9ae2a9d8-Abdul>		Attorney-Client; Work Product	1/29/2021	Correspondence containing legal advice regarding Edgemere finances and investments
229				Attorney-Client; Work Product	1/29/2021	Attachment to correspondence containing legal advice regarding Edgemere finances and investments

230	Califano, Thomas R. <thomas.califano@dlapiper.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Casado-Cruz, Sonia <sonia.casado-cruz@dlapiper.com>	Attorney-Client; Work Product	2/3/2021	Correspondence containing legal advice regarding bondholder call
231	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>		Attorney-Client	2/3/2021	Correspondence relaying legal advice from outside counsel regarding bondholder agreement
232	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Casado-Cruz, Sonia <sonia.casado-cruz@dlapiper.com>	Attorney-Client; Work Product	2/3/2021	Correspondence requesting legal advice regarding bondholder call
233		Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777DE9AE2A9D8-ABDUL>		Attorney-Client; Work Product	2/3/2021	Correspondence containing legal advice regarding Edgemere finances and investments
234				Attorney-Client; Work Product	2/3/2021	Attachment to correspondence containing legal advice regarding Edgemere finances and investments
235	Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client	2/8/2021	Correspondence relaying legal advice from outside counsel regarding bond refinancing
236	Ann Powell <Ann.Powell@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24A5C200CC-HEIDI LEAVE>		Attorney-Client	2/8/2021	Correspondence relaying request for legal advice from outside counsel regarding Edgemere bonds
237	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>; John Robertson <John.Robertson@LifeSpaceCommunities.com>; Martha Holloway <Martha.Holloway@lifespacecommunities.com>	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777DE9AE2A9D8-ABDUL>		Attorney-Client	2/9/2021	Correspondence containing legal advice regarding resident agreement
238				Attorney-Client	2/9/2021	Attachment to correspondence containing legal advice regarding resident agreement
239	Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>; John Robertson <John.Robertson@LifeSpaceCommunities.com>; Martha Holloway <Martha.Holloway@lifespacecommunities.com>	Abdul Shakoor </o=First Organization/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=ecec7a36e11c46ada54777de9ae2a9d8-Abdul>		Attorney-Client; Work Product	2/9/2021	Correspondence containing legal advice and work product regarding potential litigation

240				Attorney-Client; Work Product	2/9/2021	Attachment to correspondence containing legal advice and work product regarding potential litigation
241	'Shandler, Chad' <Chad.Shandler@fticonsulting.com>; 'Califano, Thomas R.' <Thomas.Califano@us.dlapiper.com>	/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE		Attorney-Client; Work Product	2/11/2021	Correspondence containing legal advice regarding disclosure
242				Attorney-Client	2/11/2021	Attachment to correspondence containing legal advice regarding disclosure
243		Abdul Shakoor </o=First Organization/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=ecec7a36e11c46ada54777de9ae2a9d8-Abdul>		Attorney-Client; Work Product	2/15/2021	Attachment to correspondence containing legal advice regarding Edgemere finances
244				Attorney-Client; Work Product	2/15/2021	Attachment to correspondence containing legal advice regarding Edgemere finances
245				Attorney-Client; Work Product	2/16/2021	Correspondence containing legal advice regarding Edgemere bonds and finances
246				Attorney-Client; Work Product	2/16/2021	Attachment to correspondence containing legal advice regarding Edgemere bonds and finances
247	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	2/17/2021	Correspondence requesting legal advice regarding forbearance agreement
248	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	2/17/2021	Correspondence discussing request for legal advice from outside counsel regarding lease
249	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>		Attorney-Client; Work Product	2/17/2021	Correspondence containing legal advice regarding lease
250	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	2/17/2021	Correspondence containing legal advice regarding lease
251	Heidi Leavengood (Heidi.Leavengood@lifespacecommunities.com) <Heidi.Leavengood@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	2/17/2021	Correspondence relaying legal advice from outside counsel and in house counsel regarding lease
252				Attorney-Client	2/17/2021	Correspondence relaying legal advice from outside counsel and in house counsel regarding lease
253				Attorney-Client	2/17/2021	Correspondence relaying legal advice from outside counsel and in house counsel regarding lease

254	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>		Attorney-Client	2/17/2021	Correspondence containing legal advice regarding restructuring
255				Attorney-Client	2/17/2021	Attachment to correspondence containing legal advice regarding restructuring
256	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Abdul Shakoor </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=480275429D20442A9574CAC81728562F-ABDUL SHAKO>		Attorney-Client; Work Product	2/17/2021	Correspondence containing legal advice regarding ground lease
257				Attorney-Client; Work Product	2/17/2021	Attachment to correspondence containing legal advice regarding ground lease
258	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <Thomas.Califano@us.dlapiper.com>	Attorney-Client; Work Product	2/18/2021	Correspondence containing legal advice regarding restructuring
259	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Attorney-Client; Work Product	2/18/2021	Correspondence containing legal advice and work product regarding restructuring
260				Attorney-Client; Work Product	2/18/2021	Attachment to correspondence containing legal advice and work product regarding restructuring
261	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>		Attorney-Client; Work Product	2/18/2021	Correspondence containing legal advice pertaining to Edgemere finances
262				Attorney-Client; Work Product	2/18/2021	Attachment to correspondence containing legal advice pertaining to Edgemere finances
263				Attorney-Client	2/20/2021	Correspondence containing legal advice regarding engagement letters
264	Greg Sieman <Greg.Sieman@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	2/20/2021	Correspondence relaying legal advice and work product of outside counsel regarding joint notice
265				Work Product; Attorney Client	2/20/2021	Attachment to correspondence relaying legal advice and work product of outside counsel regarding joint notice
266	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	2/22/2021	Correspondence relaying legal advice of outside counsel regarding joint notice

267	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nanes, Rachel <rachel.nanes@dlapiper.com>	Attorney-Client; Work Product	2/22/2021	Correspondence containing legal advice regarding bond refinancing
268	Califano, Thomas R. <thomas.califano@dlapiper.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nanes, Rachel	Attorney-Client; Work Product	2/22/2021	Correspondence containing legal advice regarding bankruptcy filing
269	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>	Nanes, Rachel <rachel.nanes@dlapiper.com>	Attorney-Client; Work Product	2/22/2021	Correspondence containing legal advice regarding restructuring
270	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>	Nanes, Rachel <rachel.nanes@dlapiper.com>	Attorney-Client; Work Product	2/22/2021	Correspondence containing legal advice regarding joint notice
271	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; 'Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com)' <chad.shandler@fticonsulting.com>; 'Califano, Thomas R.' <thomas.califano@dlapiper.com>; Bridgette Walshe <Bridgette.Walshe@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>	Califano, Thomas R. <Thomas.Califano@us.dlapiper.com>	Attorney-Client; Work Product	2/22/2021	Correspondence containing legal advice regarding bondholders
272				Attorney-Client	2/22/2021	Attachment to correspondence containing legal advice regarding bondholders

273				Attorney-Client; Work Product	2/22/2021	Document containing attorney work product regarding ongoing litigation
274	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nanes, Rachel <rachel.nanes@dlapiper.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>		Attorney-Client; Work Product	2/23/2021	Correspondence containing legal advice and work product regarding joint notice
275	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nanes, Rachel <rachel.nanes@dlapiper.com>; Califano, Thomas R. <thomas.califano@dlapiper.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	2/23/2021	Correspondence containing legal advice and work product regarding joint notice
276	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	2/23/2021	Correspondence containing legal advice regarding joint notice
277	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nanes, Rachel <rachel.nanes@dlapiper.com>	Attorney-Client; Work Product	2/23/2021	Correspondence containing legal advice regarding joint statement
278	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766EED-JESSE JANTZ>		Attorney-Client	2/23/2021	Correspondence relaying legal advice regarding joint notice
279	Susan Straub <Susan.Straub@lifespacecommunities.com>; Greg Sieman <Greg.Sieman@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766EED-JESSE JANTZ>		Attorney-Client	2/23/2021	Correspondence relaying legal advice regarding joint notice
280	Darla Joens <Darla.Joens@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC209CC-HEIDI LEAVE>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Attorney-Client; Work Product	2/23/2021	Correspondence relaying work product and legal advice of outside counsel regarding joint notice
281				Attorney-Client	2/23/2021	Attachment to correspondence relaying work product of outside counsel regarding joint notice

282	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF7766EED-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	2/24/2021	Correspondence containing legal advice regarding SQLC and the forbearance agreement
283	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Abdul Shakoor </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=480275429D20442A9574CAC817285625-ABDUL SHAKO>		Attorney-Client	2/26/2021	Correspondence containing legal advice regarding management agreement
284				Attorney-Client	2/26/2021	Attachment to correspondence containing legal advice regarding management agreement
285				Attorney-Client	2/26/2021	Attachment to correspondence containing legal advice regarding management agreement
286				Attorney-Client	2/26/2021	Attachment to correspondence containing legal advice regarding management agreement
287				Attorney-Client; Work Product	2/27/2021	Document containing attorney work product regarding EMMA
288	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>		Attorney-Client	3/1/2021	Correspondence relaying legal advice of in house counsel regarding restructuring
289	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>		Attorney-Client; Work Product	3/1/2021	Correspondence containing legal advice and work product regarding forbearance agreement
290	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Califano, Thomas R. <thomas.califano@dlapiper.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	3/1/2021	Correspondence containing legal advice regarding forbearance agreement
291	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF7766EED-JESSE JANTZ>		Attorney-Client; Work Product	3/1/2021	Correspondence discussing legal advice and work product from outside counsel regarding forbearance agreement
292	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	3/1/2021	Correspondence containing legal advice regarding forbearance agreement

293	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client; Work Product	3/2/2021	Notes documenting legal advice of outside counsel regarding ground lease
294	Califano, Thomas R. <thomas.califano@dlapiper.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/3/2021	Correspondence containing legal advice regarding lease
295	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>		Attorney-Client	3/3/2021	Correspondence containing legal advice regarding lease
296	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>		Attorney-Client	3/3/2021	Correspondence containing legal advice regarding lease
297	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/3/2021	Correspondence relaying legal advice from outside counsel regarding lease
298	Califano, Thomas R. <thomas.califano@dlapiper.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/3/2021	Correspondence containing legal advice regarding lease
299	Califano, Thomas R. <thomas.califano@dlapiper.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/3/2021	Correspondence seeking legal advice regarding lease agreement
300				Attorney-Client	3/3/2021	Attachment to correspondence seeking legal advice regarding lease agreement
301	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/4/2021	Correspondence relaying legal advice from inside and outside counsel regarding lease
302	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/4/2021	Correspondence containing legal advice regarding lease
303	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/4/2021	Correspondence containing legal advice regarding lease

304	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client; Work Product	3/4/2021	Correspondence relaying legal advice and work product regarding lease
305				Attorney-Client; Work Product	3/4/2021	Document containing attorney work product regarding lease
306	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	3/4/2021	Correspondence containing legal advice and work product regarding restructuring
307	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>		Attorney-Client; Work Product	3/4/2021	Correspondence relaying legal advice from outside counsel regarding Edgemere ground lease
308	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>			Attorney-Client; Work Product	3/4/2021	Correspondence containing legal advice and work product regarding lease agreement
309	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Abdul Shakoor </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=480275429D20442A9574CAC81728563F-ABDUL SHAKO>		Attorney-Client; Work Product	3/4/2021	Correspondence containing legal advice pertaining to due diligence
310				Attorney-Client; Work Product	3/4/2021	Attachment to correspondence containing legal advice pertaining to due diligence
311	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Karen Davila <Karen.Davila@lifespacecommunities.com>		Attorney-Client; Work Product	3/4/2021	Correspondence seeking legal advice and containing work product regarding ongoing litigation
312				Attorney-Client; Work Product	3/4/2021	Attachment to correspondence seeking legal advice and containing work product regarding ongoing litigation
313	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	3/9/2021	Correspondence requesting and containing legal advice and work product regarding forbearance agreement
314	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client	3/9/2021	Correspondence relaying legal advice from outside counsel representative regarding forbearance agreement
315	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	3/9/2021	Correspondence containing legal advice regarding restructuring

316	Tom Califano <thomas.califano@dlapiper.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@lifespacecommunities.com>	Attorney-Client; Work Product	3/9/2021	Correspondence regarding bondholder agreement
317	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	3/10/2021	Correspondence containing legal advice regarding restructuring
318	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Nanes, Rachel <rachel.nanes@dlapiper.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>		Attorney-Client; Work Product	3/12/2021	Correspondence containing work product regarding restructuring
319				Attorney-Client; Work Product	3/12/2021	Attachment to correspondence containing work product regarding restructuring
320	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/15/2021	Correspondence relaying legal advice and work product of outside counsel and attorney-retained advisor regarding Intercity research
321	Ann Powell <Ann.Powell@lifespacecommunities.com>	Heidi Leavengood </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9076d85eb4484916a2f54b24afc200cc-Heidi Leave>		Attorney-Client	3/15/2021	Correspondence relaying legal advice of outside counsel regarding ground lease
322	'Califano, Thomas R.' <thomas.califano@dlapiper.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC200CC-HEIDI LEAVE>		Attorney-Client	3/15/2021	Correspondence containing legal advice regarding ground lease
323	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/16/2021	Correspondence relaying legal advice of outside counsel regarding bond documents
324	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Nanes, Rachel <rachel.nanes@dlapiper.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>	Attorney-Client	3/16/2021	Correspondence containing legal advice regarding bond refinancing

325	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/16/2021	Correspondence relaying legal advice from outside counsel regarding bond documents
326	Nanes, Rachel <rachel.nanes@dlapiper.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/16/2021	Correspondence relaying legal advice from outside counsel regarding bond refinancing
327	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nanes, Rachel <rachel.nanes@dlapiper.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Califano, Thomas R. <thomas.califano@dlapiper.com>	Attorney-Client	3/16/2021	Correspondence containing legal advice regarding bond documents
328	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nanes, Rachel <rachel.nanes@dlapiper.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	3/18/2021	Correspondence containing legal advice regarding forbearance agreement
329				Work Product	3/18/2021	Attachment to correspondence containing work product regarding lease
330	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>	Greg Sieman <Greg.Sieman@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	3/20/2021	Correspondence containing legal advice and work product regarding restructuring
331	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>	Greg Sieman <Greg.Sieman@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	3/20/2021	Correspondence containing legal advice regarding joint notice
332	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	3/23/2021	Notes documenting legal advice from outside counsel regarding ground lease
333	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>		Attorney-Client	3/23/2021	Correspondence containing legal advice regarding lease
334	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	3/25/2021	Correspondence containing legal advice regarding nondisclosure agreement
335	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Nanes, Rachel <rachel.nanes@dlapiper.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/25/2021	Correspondence containing legal advice regarding nondisclosure agreement
336	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>		Attorney-Client; Work Product	3/25/2021	Correspondence containing work product regarding lease

337	rachel.nanes@dlapiper.com	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/25/2021	Correspondence containing legal advice regarding restructuring
338	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nanes, Rachel <rachel.nanes@dlapiper.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Califano, Thomas R. <thomas.califano@dlapiper.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client; Work Product	3/25/2021	Correspondence containing legal advice regarding call with restricted group and nondisclosure agreement
339	Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/25/2021	Correspondence relaying legal advice from outside counsel and attorney-retained advisor regarding bond refinancing
340	Califano, Thomas R. <thomas.califano@dlapiper.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/25/2021	Correspondence containing legal advice regarding lease
341	Ann Powell <Ann.Powell@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC209CC-HEIDI LEAVE>		Attorney-Client	3/26/2021	Correspondence containing work product and legal advice regarding nondisclosure agreement
342				Attorney-Client	3/26/2021	Attachment to correspondence containing work product and legal advice regarding nondisclosure agreement
343				Attorney-Client	3/26/2021	Attachment to correspondence containing work product and legal advice regarding nondisclosure agreement
344	Califano, Thomas R. <thomas.califano@dlapiper.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client; Work Product	3/31/2021	Correspondence containing legal advice regarding lease
345	Califano, Thomas R. <thomas.califano@dlapiper.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nanes, Rachel <rachel.nanes@dlapiper.com>		Attorney-Client; Work Product	4/1/2021	Correspondence containing legal advice and work product regarding restricted group presentation

346	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Califano, Thomas R. <thomas.califano@dlapiper.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	4/6/2021	Correspondence containing legal advice and work product regarding ground lease
347	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766655D-JESSE JANTZ>		Attorney-Client	4/6/2021	Correspondence relaying legal advice of outside counsel regarding landlord
348	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Califano, Thomas R. <thomas.califano@dlapiper.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Heidi Leavengood (Heidi.Leavengood@lifespacecommunities.com) <Heidi.Leavengood@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	4/6/2021	Correspondence requesting legal advice and work product regarding lease
349	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Califano, Thomas R. <thomas.califano@dlapiper.com>; Heidi Leavengood <Heidi.Leavengood@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Califano, Thomas R. <Thomas.Califano@us.dlapiper.com>	Attorney-Client; Work Product	4/6/2021	Calendar invitation reflecting discussion containing legal advice regarding ground lease
350	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Califano, Thomas R. <thomas.califano@dlapiper.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	4/6/2021	Correspondence containing legal advice regarding restructuring

351	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	4/6/2021	Correspondence containing legal advice regarding financing
352	Califano, Thomas R. <thomas.califano@dlapiper.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Nanes, Rachel	Attorney-Client; Work Product	4/7/2021	Correspondence containing legal advice regarding restructuring
353	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Califano, Thomas R. <thomas.califano@dlapiper.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Nanes, Rachel <rachel.nanes@dlapiper.com>	Attorney-Client; Work Product	4/7/2021	Correspondence containing legal advice and work product regarding restructuring
354	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Nanes, Rachel	Califano, Thomas R. <thomas.califano@dlapiper.com>		Attorney-Client; Work Product	4/7/2021	Correspondence containing legal advice regarding restructuring
355	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	4/7/2021	Correspondence containing and relaying legal advice regarding restructuring
356	Nanes, Rachel <rachel.nanes@dlapiper.com>; Califano, Thomas R. <thomas.califano@dlapiper.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Attorney-Client; Work Product	4/15/2021	Correspondence containing legal advice regarding call with Restricted Group and NDA
357	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client	4/15/2021	Correspondence relaying legal advice from outside counsel regarding bond refinancing
358	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>		Attorney-Client	4/15/2021	Correspondence relaying legal advice from outside counsel regarding bondholder agreement

359	Nanes, Rachel <rachel.nanes@dlapiper.com>	Abdul Shakoor </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=480275429D20442A9574CAC81728562F-ABDUL SHAKO>		Attorney-Client	4/15/2021	Correspondence containing legal advice regarding nondisclosure agreement
360	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Nanes, Rachel <rachel.nanes@dlapiper.com>		Attorney-Client; Work Product	4/15/2021	Correspondence containing legal advice and work product regarding nondisclosure agreement
361				Attorney-Client; Work Product	4/15/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreement
362				Attorney-Client; Work Product	4/15/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreement
363	Nanes, Rachel <rachel.nanes@dlapiper.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>		Attorney-Client	4/19/2021	Correspondence containing legal advice regarding nondisclosure agreement
364	rachel.nanes@dlapiper.com	Jesse Jantzen <jantzen.jesse@gmail.com>		Attorney-Client; Work Product	4/19/2021	Correspondence containing legal advice and work product regarding nondisclosure agreement
365				Attorney-Client; Work Product	4/19/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreement
366				Attorney-Client	4/19/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreement
367	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	4/27/2021	Correspondence containing legal advice regarding restructuring
368	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE77665ED-JESSE JANTZ>		Attorney-Client	4/27/2021	Correspondence relaying legal advice from outside counsel regarding restructuring
369	Califano, Thomas R. <tom.califano@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	4/28/2021	Correspondence containing legal advice and work product regarding restructuring
370	Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	4/28/2021	Correspondence containing legal advice regarding lease
371	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	4/28/2021	Correspondence containing legal advice regarding joint notice and restructuring
372	Califano, Thomas R. <tom.califano@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	5/4/2021	Correspondence requesting legal advice and work product regarding restructuring

373				Attorney-Client; Work Product	5/4/2021	Attachment to correspondence requesting legal advice and work product regarding restructuring
374				Attorney-Client; Work Product	5/4/2021	Attachment to correspondence requesting legal advice and work product regarding restructuring
375	Russell Mauk <Russell.Mauk@lifespacecommunities.com>; Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client; Work Product	5/11/2021	Correspondence containing legal advice regarding finances
376	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	5/12/2021	Correspondence containing legal advice and work product regarding public filing
377	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Tom Califano <tom.califano@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	5/12/2021	Correspondence containing legal advice and work product regarding 1st quarter filing
378	Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Tom Califano <tom.califano@sidley.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	5/12/2021	Correspondence requesting legal advice regarding bankruptcy filings
379	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	5/12/2021	Correspondence requesting legal advice regarding first quarter filing
380	Ann Powell <Ann.Powell@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AEC200CC-HEIDI LEAVE>		Attorney-Client; Work Product	5/12/2021	Correspondence containing legal advice regarding bondholder filing
381	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Darla Joens <Darla.Joens@lifespacecommunities.com>		Attorney-Client; Work Product	5/12/2021	Correspondence relaying legal advice and work product of outside counsel regarding financials
382	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	5/16/2021	Correspondence containing legal advice regarding bondholders
383	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client	5/18/2021	Correspondence relaying legal advice of outside counsel regarding restructuring

384	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Thomas R. Califano <tom.califano@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	6/4/2021	Correspondence discussing work product regarding draft report
385	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	6/7/2021	Correspondence relaying legal advice from outside counsel regarding restructuring
386	Califano, Thomas R. <tom.califano@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCom	Persons, Charles M. <cpersons@sidley.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	6/8/2021	Correspondence containing legal advice and work product regarding nondisclosure agreements
387	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	6/8/2021	Correspondence requesting legal advice regarding Edgemere report
388	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Persons, Charles M. <cpersons@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	6/8/2021	Correspondence containing legal advice regarding FTI report
389	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF57766FFD-JESSE JANTZ>		Attorney-Client	6/8/2021	Correspondence containing legal advice regarding forbearance agreement

390	Persons, Charles M. <cpersons@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.co	Attorney-Client; Work Product	6/9/2021	Correspondence containing legal advice regarding restructuring
391				Work Product; Attorney Client	6/10/2021	Document containing attorney work product regarding lease
392	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Bill Nutty <Bill.Nutty@lifespacecommunities.com>		Attorney-Client	6/11/2021	Correspondence seeking legal advice regarding forbearance agreement
393	Persons, Charles M. <cpersons@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	6/12/2021	Correspondence containing legal advice regarding financials
394	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF577665ED-JESSE JANT7>		Attorney-Client	6/13/2021	Correspondence relaying legal advice from outside counsel regarding restructuring
395	Susan Straub <Susan.Straub@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC200CC-HEIDI LEAVE>		Attorney-Client	6/15/2021	Correspondence containing legal advice regarding John Falldine's return to Edgemere
396	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	6/17/2021	Correspondence containing legal advice regarding nondisclosure agreement
397	Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	6/18/2021	Correspondence containing legal advice regarding refinancing
398	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	6/18/2021	Correspondence containing legal advice regarding refinancing
399	Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	6/21/2021	Correspondence relaying legal advice from outside counsel regarding lease
400	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	6/21/2021	Correspondence containing legal advice regarding restructuring

401	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Thomas R. Califano <tom.califano@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	6/22/2021	Correspondence containing legal advice regarding bondholder agreement
402	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client	6/22/2021	Correspondence relaying legal advice from outside counsel regarding lease
403	'Shandler, Chad' <Chad.Shandler@fticonsulting.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>; tom.califano@sidley.com	Attorney-Client; Work Product	6/24/2021	Correspondence requesting and containing legal advice and work product regarding financials
404	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Califano, Thomas R. <tom.califano@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities	Attorney-Client; Work Product	6/25/2021	Correspondence containing legal advice regarding restructuring
405	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities	Attorney-Client; Work Product	6/25/2021	Correspondence containing legal advice regarding actuarial study
406	Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client; Work Product	6/25/2021	Correspondence containing legal advice regarding bondholders
407	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	6/28/2021	Correspondence containing legal advice regarding bond refinancing
408	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>		Attorney-Client	6/28/2021	Correspondence containing legal advice regarding forbearance agreement

409	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	6/28/2021	Correspondence containing legal advice regarding forbearance agreement
410	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	6/29/2021	Correspondence containing legal advice regarding bondholder agreement
411	'Pat Spangler' <Pat.Spangler@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bob Kehm <Bob.Kehm@LifeSpaceCommunities.com>	Attorney-Client	6/29/2021	Correspondence containing legal advice regarding forbearance agreement
412	'Pat Spangler' <Pat.Spangler@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	6/29/2021	Correspondence containing legal advice regarding forbearance agreement
413	Califano, Thomas R. <tom.califano@sidley.com>; cpersons@sidley.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	6/29/2021	Correspondence containing legal advice regarding restructuring
414				Attorney-Client	6/29/2021	Attachment to correspondence containing legal advice regarding bondholder agreement
415				Attorney-Client	6/29/2021	Attachment to correspondence containing legal advice regarding bondholder agreement
416	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	6/29/2021	Correspondence containing legal advice regarding forbearance agreement
417				Attorney-Client	6/29/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
418	Persons, Charles M. <cpersons@sidley.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	6/30/2021	Correspondence relaying legal advice regarding lease agreement
419	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Persons, Charles M. <cpersons@sidley.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client	6/30/2021	Correspondence requesting legal advice regarding lease
420	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Persons, Charles M. <cpersons@sidley.com>		Attorney-Client	6/30/2021	Correspondence containing legal advice regarding lease

421	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>		Attorney-Client; Work Product	7/1/2021	Correspondence containing legal advice regarding restructuring
422	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	7/3/2021	Correspondence containing legal advice regarding bondholders report
423	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Persons, Charles M. <cpersons@sidley.com>		Attorney-Client; Work Product	7/6/2021	Correspondence containing legal advice regarding appraisal
424	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	7/6/2021	Correspondence containing legal advice regarding refinancing
425	Grossklaus.David@dorsey.com; Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AFF15-SANDRA PARK>		Attorney-Client	7/6/2021	Correspondence containing legal advice regarding refinancing
426				Attorney-Client	7/6/2021	Attachment to correspondence containing legal advice regarding bondholder agreement
427	Grossklaus.David@dorsey.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	7/7/2021	Correspondence containing legal advice regarding refinancing
428	tom.califano@sidley.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	7/7/2021	Correspondence containing legal advice regarding refinancing
429				Attorney-Client	7/7/2021	Attachment to correspondence containing legal advice regarding bondholder agreement
430				Attorney-Client	7/7/2021	Attachment to correspondence containing legal advice regarding bondholder agreement

431	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCom	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client	7/8/2021	Correspondence containing legal advice regarding financing
432	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	7/9/2021	Correspondence containing legal advice regarding restructuring
433	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	7/9/2021	Correspondence containing legal advice regarding lease
434	Califano, Thomas R. <tom.califano@sidley.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	7/9/2021	Correspondence containing legal advice regarding landlord
435	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>		Attorney-Client	7/10/2021	Correspondence containing legal advice regarding bondholder agreement
436	Tom Califano <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	7/11/2021	Correspondence requesting legal advice regarding board of directors
437	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	7/11/2021	Correspondence containing legal advice regarding restructuring
438	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE776655D-JESSE JANTZ>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>	Attorney-Client; Work Product	7/11/2021	Correspondence containing work product regarding restructuring

439	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Persons, Charles M. <cpersons@sidley.com>		Attorney-Client; Work Product	7/12/2021	Correspondence containing legal advice regarding appraisal
440	Persons, Charles M. <cpersons@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	7/12/2021	Correspondence containing legal advice regarding lease
441	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>		Attorney-Client	7/12/2021	Correspondence containing legal advice regarding refinancing
442				Attorney-Client	7/12/2021	Attachment to correspondence containing legal advice regarding bondholder agreement
443				Attorney-Client	7/12/2021	Attachment to correspondence containing legal advice regarding bondholder agreement
444				Attorney-Client	7/12/2021	Attachment to correspondence containing legal advice regarding bondholder agreement
445				Attorney-Client	7/12/2021	Attachment to correspondence containing legal advice regarding bondholder agreement
446				Attorney-Client	7/12/2021	Attachment to correspondence containing legal advice regarding bondholder agreement
447	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>		Attorney-Client	7/12/2021	Correspondence containing legal advice regarding refinancing
448	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Grossklaus.David@dorsey.com	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	7/12/2021	Correspondence containing legal advice regarding restructuring
449				Attorney-Client; Work Product	7/12/2021	Correspondence containing legal advice regarding restructuring

450	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	7/13/2021	Correspondence containing legal advice regarding board executive session
451	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	7/13/2021	Correspondence containing legal advice regarding board of directors
452	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	7/13/2021	Correspondence containing legal advice regarding financing
453	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	7/13/2021	Correspondence containing legal advice regarding restructuring
454	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	7/13/2021	Correspondence containing legal advice regarding restructuring
455	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	7/14/2021	Correspondence containing legal advice regarding restructuring
456	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	7/14/2021	Correspondence containing legal advice regarding restructuring
457	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	7/14/2021	Correspondence containing legal advice regarding restructuring
458	Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	7/14/2021	Correspondence containing legal advice regarding restructuring
459				Attorney-Client	7/14/2021	Attachment to correspondence containing legal advice regarding restructuring
460	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	7/15/2021	Correspondence containing legal advice regarding restructuring

461	Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	7/16/2021	Correspondence relaying legal advice and work product from outside counsel regarding lease
462				Attorney-Client; Work Product	7/16/2021	Contains work product related to ongoing litigation
463	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	7/16/2021	Correspondence containing legal advice regarding restructuring
464	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>		Attorney-Client	7/16/2021	Correspondence containing legal advice regarding refinancing
465				Attorney-Client	7/16/2021	Attachment to correspondence containing legal advice regarding restructuring
466				Attorney-Client	7/16/2021	Attachment to correspondence containing legal advice regarding restructuring
467				Attorney-Client	7/16/2021	Attachment to correspondence containing legal advice regarding restructuring
468				Attorney-Client	7/16/2021	Attachment to correspondence containing legal advice regarding restructuring
469				Attorney-Client	7/16/2021	Correspondence containing legal advice regarding restructuring
470	Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	7/19/2021	Correspondence containing legal advice and work product regarding lease
471	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>		Attorney-Client	7/20/2021	Correspondence containing legal advice regarding lease
472	Califano, Thomas R. <tom.califano@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFE776655D-JESSE JANTZ>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client	7/20/2021	Correspondence containing legal advice regarding restructuring
473	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; 'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	7/20/2021	Correspondence containing legal advice regarding bondholder agreement
474	Califano, Thomas R. <tom.califano@sidley.com>; 'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>		Attorney-Client	7/20/2021	Correspondence containing legal advice regarding lease agreement

475	'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>; Califano, Thomas R. <tom.califano@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	7/20/2021	Correspondence containing legal advice regarding restructuring strategy
476				Attorney-Client; Work Product	7/20/2021	Attachment to correspondence containing legal advice and work product regarding restructuring
477	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	7/20/2021	Correspondence containing legal advice regarding refinancing
478				Attorney-Client	7/20/2021	Attachment to correspondence containing legal advice regarding bondholder agreement
479	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Neal Yanofsky <neal@yanofsky.com>		Attorney-Client	7/21/2021	Correspondence between Lifespace representatives and outside counsel relaying legal advice regarding ground lease
480	Tom Califano <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	7/21/2021	Correspondence requesting legal advice regarding restructuring
481	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	7/21/2021	Correspondence containing legal advice regarding disclosure statement
482	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	7/21/2021	Correspondence seeking legal advice regarding restructuring
483	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	7/21/2021	Correspondence seeking legal advice regarding bondholder agreement
484	Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; 'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	7/22/2021	Correspondence requesting legal advice regarding Texas Department of Insurance disclosure
485	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	7/22/2021	Correspondence seeking legal advice regarding bondholder agreement
486	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	7/25/2021	Correspondence relaying legal advice and work product of in house and outside counsel regarding restructuring

487	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client; Work Product	7/25/2021	Correspondence relaying legal advice and work product of outside counsel regarding restructuring
488				Attorney-Client	7/25/2021	Attachment to correspondence relaying legal advice and work product of outside counsel regarding restructuring
489	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	7/26/2021	Correspondence containing legal advice and work product regarding restructuring
490	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	7/26/2021	Correspondence containing legal advice regarding lease restructuring
491	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C0AE-NICK HARSHF>		Attorney-Client	7/26/2021	Correspondence containing legal advice regarding financials
492	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	7/26/2021	Correspondence seeking legal advice regarding resident agreement
493				Attorney-Client	7/26/2021	Attachment to correspondence seeking legal advice regarding resident agreement
494	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>		Attorney-Client	7/26/2021	Correspondence containing legal advice regarding Edgemere bond restructuring
495	Scott Collier <Scott.Collier@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	7/27/2021	Correspondence containing legal advice regarding restructuring
496	Tom Califano <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	7/28/2021	Correspondence containing legal advice and work product regarding restructuring

497	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>		Attorney-Client	7/28/2021	Correspondence containing legal advice regarding nondisclosure agreement
498	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAF515-SANDRA PARK>		Attorney-Client	7/28/2021	Correspondence containing legal advice regarding nondisclosure agreement
499	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAF515-SANDRA PARK>		Attorney-Client	7/28/2021	Correspondence containing legal advice regarding nondisclosure agreement
500	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071eaf515-Sandra Park>		Attorney-Client	7/28/2021	Correspondence containing legal advice regarding restructuring
501	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAF515-SANDRA PARK>	Persons, Charles M. <cpersons@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	7/28/2021	Correspondence containing legal advice regarding nondisclosure agreement
502				Attorney-Client	7/28/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
503	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Tom Califano <tom.califano@sidley.com>	Attorney-Client; Work Product	7/29/2021	Correspondence containing legal advice and work product regarding restructuring
504	'Chad Shandler' <chad.shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>	Attorney-Client; Work Product	7/29/2021	Correspondence containing legal advice and work product regarding lease and bond obligations
505	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	7/29/2021	Correspondence relaying legal advice regarding bondholder agreement
506	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Tom Califano <tom.califano@sidley.com>	Attorney-Client; Work Product	7/29/2021	Correspondence containing legal advice regarding bond refinancing

507	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	7/29/2021	Correspondence relaying legal advice regarding ground lease agreement
508	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>		Attorney-Client	7/29/2021	Correspondence requesting legal advice regarding resident agreement
509	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	7/30/2021	Correspondence relaying legal advice and work product of in house and outside counsel regarding report to bondholders
510	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	7/30/2021	Correspondence containing legal advice and work product regarding bond refinancing
511	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	7/30/2021	Correspondence containing legal advice regarding nondisclosure agreement
512	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	7/30/2021	Correspondence containing legal advice regarding bond refinancing

513	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	7/30/2021	Correspondence containing legal advice and work product regarding bond refinancing
514	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	7/30/2021	Correspondence relaying legal advice from outside counsel and in house counsel regarding bond refinancing
515	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	7/30/2021	Correspondence containing legal advice regarding bondholder agreement
516	Persons, Charles M. <cpersons@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	7/30/2021	Correspondence containing legal advice regarding nondisclosure agreement
517	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	7/30/2021	Correspondence relaying legal advice from outside counsel regarding bond refinancing
518	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Persons, Charles M. <cpersons@sidley.com>		Attorney-Client	7/30/2021	Correspondence containing legal advice regarding nondisclosure agreement

519	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M.	Attorney-Client; Work Product	7/30/2021	Correspondence containing legal advice and wok product regarding bond refinancing
520	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>		Attorney-Client	7/30/2021	Correspondence containing legal advice regarding nondisclosure agreement
521				Attorney-Client	7/30/2021	Correspondence containing legal advice regarding nondisclosure agreement
522	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF57766F5D-JESSE JANT7>		Attorney-Client	7/30/2021	Correspondence relaying legal advice from outside counsel and in house counsel regarding bondholder agreement
523	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Jane VanHorn via DocuSign <dse_na2@docusign.net>		Attorney-Client	7/30/2021	Correspondence seeking legal advice regarding nondisclosure agreement
524	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Persons, Charles M. <cpersons@sidley.com>		Attorney-Client	7/30/2021	Correspondence containing legal advice regarding nondisclosure agreement
525	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	7/30/2021	Correspondence containing legal advice regarding nondisclosure agreement
526	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client	7/30/2021	Correspondence containing legal advice regarding nondisclosure agreement
527	Persons, Charles M. <cpersons@sidley.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071eaff15-Sandra Park>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client	7/30/2021	Correspondence containing legal advice regarding nondisclosure agreement
528	Persons, Charles M. <cpersons@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	7/30/2021	Correspondence containing legal advice regarding nondisclosure agreement
529				Attorney-Client	7/30/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement

530	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071		Attorney-Client	7/30/2021	Correspondence containing legal advice regarding nondisclosure agreement
531				Attorney-Client	7/30/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
532	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D		Attorney-Client	7/30/2021	Correspondence containing legal advice regarding nondisclosure agreement
533				Attorney-Client	7/30/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
534	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>		Attorney-Client	7/30/2021	Correspondence containing legal advice regarding bondholder agreement
535	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6F		Attorney-Client; Work Product	8/2/2021	Correspondence discussing legal advice and work product from outside counsel and attorney-retained consultant regarding restructuring
536	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D		Attorney-Client	8/3/2021	Correspondence containing legal advice regarding lease
537	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	8/3/2021	Correspondence requesting legal advice regarding restructuring
538	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client	8/3/2021	Correspondence containing legal advice regarding restructuring
539	Persons, Charles M. <cpersons@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	8/3/2021	Correspondence containing legal advice regarding restructuring
540	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D		Attorney-Client	8/3/2021	Correspondence containing legal advice regarding lease agreement

541	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client	8/3/2021	Correspondence containing legal advice regarding restructuring
542	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	8/3/2021	Correspondence containing legal advice regarding refinancing
543				Attorney-Client	8/3/2021	Attachment to correspondence containing legal advice regarding bondholder agreement
544	Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	8/3/2021	Correspondence containing legal advice regarding lease agreement
545				Attorney-Client	8/3/2021	Attachment to correspondence containing legal advice regarding bondholder agreement
546				Attorney-Client	8/3/2021	Attachment to correspondence containing legal advice regarding bondholder agreement
547	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>		Attorney-Client	8/4/2021	Correspondence relaying legal advice from inside counsel regarding disclosures
548	Persons, Charles M. <cpersons@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R.	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	8/4/2021	Correspondence containing legal advice and work product regarding nondisclosure agreement
549	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	8/4/2021	Correspondence containing legal advice regarding bondholder agreement
550	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client	8/4/2021	Correspondence containing legal advice regarding restructuring
551	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Persons, Charles M.	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	8/4/2021	Correspondence containing legal advice regarding bondholder agreement

552	Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Persons, Charles M. <cpersons@sidley.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	8/4/2021	Correspondence containing legal advice and work product regarding restructuring
553	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Persons, Charles M. <cpersons@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client	8/4/2021	Correspondence containing legal advice regarding lease
554	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunit	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	8/4/2021	Correspondence containing legal advice regarding bondholder refinancing
555	Persons, Charles M. <cpersons@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunit	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	8/4/2021	Correspondence containing legal advice regarding nondisclosure agreement
556	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client; Work Product	8/4/2021	Correspondence containing legal advice and work product regarding lease
557				Attorney-Client; Work Product	8/4/2021	Document containing attorney work product regarding lease
558				Attorney-Client; Work Product	8/4/2021	Document containing attorney work product regarding lease
559	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>		Attorney-Client	8/4/2021	Correspondence containing legal advice regarding disclosure statement

560	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Persons, Charles M. <cpersons@sidley.com>		Attorney-Client; Work Product	8/4/2021	Correspondence containing legal advice regarding nondisclosure agreement
561				Attorney-Client	8/4/2021	Correspondence containing legal advice regarding nondisclosure agreement
562				Attorney-Client	8/4/2021	Correspondence containing legal advice regarding nondisclosure agreement
563				Attorney-Client	8/4/2021	Correspondence containing legal advice regarding nondisclosure agreement
564	Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Persons, Charles M. <cpersons@sidley.com>		Attorney-Client	8/4/2021	Correspondence containing legal advice regarding nondisclosure agreement
565	Persons, Charles M. <cpersons@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	8/4/2021	Correspondence containing legal advice regarding restructuring
566	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	8/4/2021	Correspondence containing legal advice regarding lease agreement
567	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	8/5/2021	Correspondence containing legal advice regarding bondholder agreement
568	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Califano, Thomas R. <tom.califano@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunit	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	8/5/2021	Correspondence containing legal advice regarding ground lease
569	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>		Attorney-Client	8/5/2021	Correspondence containing legal advice regarding nondisclosure agreement

570	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	8/5/2021	Correspondence containing work product regarding restructuring
571	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	8/5/2021	Correspondence containing legal advice regarding lease
572	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Hoffman, Juliana <jhoffman@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	8/5/2021	Correspondence containing legal advice regarding nondisclosure agreement
573				Attorney-Client	8/5/2021	Correspondence containing legal advice regarding nondisclosure agreement
574	Hoffman, Juliana <jhoffman@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	8/5/2021	Correspondence containing legal advice regarding nondisclosure agreement
575				Attorney-Client	8/5/2021	Correspondence containing legal advice regarding nondisclosure agreement
576	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Hoffman, Juliana <jhoffman@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	8/5/2021	Correspondence containing legal advice regarding nondisclosure agreement
577				Attorney-Client	8/5/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
578	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	8/5/2021	Correspondence containing legal advice and work product regarding nondisclosure agreements

579	Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071		Attorney-Client	8/5/2021	Correspondence containing legal advice regarding restructuring
580	Hoffman, Juliana <jhoffman@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client; Work Product	8/5/2021	Correspondence containing legal advice regarding nondisclosure agreement
581				Attorney-Client	8/5/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
582	Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D		Attorney-Client	8/5/2021	Correspondence requesting legal advice regarding Edgemere disclosure statement
583				Attorney-Client; Work Product	8/5/2021	Contains work product related to disclosure statement
584				Attorney-Client; Work Product	8/5/2021	Contains work product related to disclosure statement
585	Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Hoffman, Juliana <jhoffman@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	8/5/2021	Correspondence containing legal advice regarding nondisclosure agreement
586				Attorney-Client	8/5/2021	Correspondence containing legal advice regarding nondisclosure agreement
587	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Persons, Charles M. <cpersons@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	8/6/2021	Correspondence containing legal advice and work product regarding nondisclosure agreement

588	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Attorney-Client; Work Product	8/6/2021	Correspondence containing legal advice regarding nondisclosure agreement
589	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	8/7/2021	Correspondence containing legal advice regarding bondholder nondisclosure agreements
590	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	8/7/2021	Correspondence containing legal advice regarding nondisclosure agreement
591	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF577665FD-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	8/7/2021	Correspondence relaying legal advice from in house counsel regarding lease
592	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	8/9/2021	Correspondence containing legal advice regarding FTI report
593	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCom	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	8/10/2021	Correspondence containing legal advice and work product regarding restructuring
594	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Tracy Smalley <Tracy.Smalley@lifespacecommunities.com>		Attorney-Client	8/10/2021	Correspondence relaying legal advice from outside counsel regarding lease

595	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	8/13/2021	Correspondence containing legal advice regarding attorney
596	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	8/13/2021	Correspondence containing legal advice regarding lease
597	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	8/13/2021	Correspondence containing legal advice regarding lease
598	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Persons, Charles M. <cpersons@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client	8/13/2021	Correspondence containing legal advice regarding restructuring
599	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client	8/13/2021	Correspondence containing legal advice regarding restructuring
600				Attorney-Client	8/13/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
601				Attorney-Client	8/13/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
602				Attorney-Client	8/13/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
603	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	8/14/2021	Correspondence containing legal advice and work product regarding ongoing litigation
604	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Califano, Thomas R. <tom.califano@sidley.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	8/16/2021	Correspondence containing legal advice regarding bond refinancing
605				Attorney-Client; Work Product	8/16/2021	Correspondence containing legal advice regarding bond refinancing
606				Attorney-Client; Work Product	8/16/2021	Correspondence containing legal advice regarding bond refinancing
607	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	8/17/2021	Correspondence containing legal advice regarding bond refinancing
608	Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	8/17/2021	Correspondence containing legal advice regarding landlord

609	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	8/17/2021	Correspondence relaying legal advice from outside counsel regarding bondholder agreement
610	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	8/17/2021	Correspondence containing legal advice regarding bondholder agreement
611	John Falldine <John.Falldine@lifespacecommunities.com>; Pam Haman <Pam.Haman@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>		Attorney-Client	8/17/2021	Correspondence containing legal advice regarding bondholder agreement
612	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	8/18/2021	Correspondence relaying legal advice of outside counsel regarding restructuring
613	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>; tom.califano@sidley.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	8/18/2021	Correspondence containing legal advice regarding restructuring
614	Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEF15-SANDRA PARK>		Attorney-Client	8/19/2021	Correspondence containing legal advice regarding restructuring
615	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEF15-SANDRA PARK>		Attorney-Client	8/19/2021	Correspondence containing legal advice regarding refinancing
616	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>		Attorney-Client	8/20/2021	Correspondence relaying legal advice of in house counsel regarding audit

617	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	8/20/2021	Correspondence containing legal advice regarding disclosures and restructuring
618	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	8/21/2021	Correspondence relaying legal advice regarding nondisclosure agreements
619	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071 5aff15-Sandra Park>		Attorney-Client; Work Product	8/22/2021	Correspondence requesting legal advice regarding nondisclosure agreement
620	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071 5AFF15-SANDRA PARK>		Attorney-Client	8/23/2021	Correspondence containing legal advice regarding nondisclosure agreement
621	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	8/24/2021	Correspondence containing legal advice regarding nondisclosure agreement
622	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071 5AFF15-SANDRA PARK>		Attorney-Client	8/24/2021	Correspondence containing legal advice regarding restructuring
623				Attorney-Client	8/24/2021	Attachment to correspondence containing legal advice regarding lease agreement
624	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C0AE-NICK HARSHF>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client	8/25/2021	Correspondence containing legal advice regarding restructuring
625	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071 5AFF15-SANDRA PARK>		Attorney-Client; Work Product	8/25/2021	Correspondence containing requests for legal advice regarding Edgemere disclosure statement
626				Attorney-Client; Work Product	8/25/2021	Contains work product related to disclosure statement
627				Attorney-Client; Work Product	8/25/2021	Contains work product related to disclosure statement
628				Attorney-Client; Work Product	8/25/2021	Contains work product related to disclosure statement

629	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client; Work Product	8/26/2021	Correspondence containing legal advice and work product regarding nondisclosure agreement
630	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	8/26/2021	Correspondence containing legal advice regarding financials
631	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client; Work Product	8/27/2021	Correspondence containing legal advice regarding lease
632	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client; Work Product	8/27/2021	Correspondence requesting legal advice regarding forbearance agreement
633	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client	9/1/2021	Correspondence containing legal advice regarding lease agreement
634	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client	9/1/2021	Correspondence containing legal advice regarding lease agreement
635				Attorney-Client	9/1/2021	Attachment to correspondence containing legal advice regarding lease agreement
636	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAF515-SANDRA PARK>		Attorney-Client	9/1/2021	Correspondence containing legal advice regarding lease agreement
637				Attorney-Client	9/1/2021	Attachment to correspondence containing legal advice regarding lease agreement
638	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE77665ED-JESSE JANTZ>		Attorney-Client; Work Product	9/2/2021	Correspondence containing and relaying legal advice regarding forbearance agreement;
639	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071eaf515-Sandra Park>		Attorney-Client	9/2/2021	Correspondence containing legal advice regarding lease agreement

640	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	9/2/2021	Correspondence containing legal advice regarding lease agreement
641	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client; Work Product; Common Interest	9/2/2021	Correspondence containing legal advice and work product regarding lease agreement
642				Attorney-Client; Work Product; Common Interest	9/2/2021	Attachment to correspondence containing legal advice and work product regarding lease agreement
643	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	9/7/2021	Correspondence containing legal advice regarding lease
644	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	9/7/2021	Correspondence seeking legal advice regarding lease agreement
645				Attorney-Client	9/7/2021	Attachment to correspondence seeking legal advice regarding lease agreement
646	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>		Attorney-Client	9/8/2021	Correspondence containing legal advice regarding broker fee
647	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	9/8/2021	Correspondence containing legal advice regarding nondisclosure agreement
648	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client	9/8/2021	Correspondence containing legal advice regarding lease agreement
649	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client	9/8/2021	Correspondence containing legal advice regarding lease agreement
650				Attorney-Client	9/8/2021	Attachment to correspondence containing legal advice regarding lease agreement

651	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client	9/9/2021	Correspondence relaying legal advice from outside counsel regarding nondisclosure agreement
652	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C0AE-NICK HARSHF>		Attorney-Client	9/9/2021	Correspondence containing legal advice regarding nondisclosure agreement
653	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C0AE-NICK HARSHF>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client	9/9/2021	Correspondence containing legal advice regarding nondisclosure agreement
654	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client	9/9/2021	Correspondence seeking legal advice regarding nondisclosure agreement
655	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF77665FD-JESSE JANTZ>		Attorney-Client; Work Product	9/13/2021	Correspondence discussing legal advice and work product from outside counsel regarding nondisclosure agreement
656	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	9/13/2021	Correspondence containing legal advice regarding restructuring
657	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	9/13/2021	Correspondence containing legal advice regarding nondisclosure agreement
658				Attorney-Client	9/13/2021	Correspondence containing legal advice regarding nondisclosure agreement
659	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C0AE-NICK HARSHF>		Attorney-Client	9/14/2021	Correspondence relaying legal advice from outside counsel regarding restructuring
660	Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C0AE-NICK HARSHF>		Attorney-Client	9/14/2021	Correspondence relaying legal advice from outside counsel regarding lease
661	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	9/14/2021	Correspondence requesting legal advice and work product of outside counsel regarding restructuring
662				Attorney-Client; Work Product	9/14/2021	Attachment to correspondence requesting legal advice and work product of outside counsel regarding restructuring

663	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>; Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	9/15/2021	Correspondence containing legal advice regarding restructuring
664	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	9/15/2021	Correspondence seeking legal advice regarding lease agreement
665	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client	9/15/2021	Correspondence seeking legal advice regarding restructuring
666	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071		Attorney-Client	9/15/2021	Correspondence containing legal advice regarding refinancing
667	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client	9/15/2021	Correspondence seeking legal advice regarding restructuring
668	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	9/16/2021	Correspondence containing legal advice and work product regarding nondisclosure agreement
669	Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	9/16/2021	Correspondence containing legal advice regarding nondisclosure agreement
670	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client	9/17/2021	Correspondence seeking legal advice regarding lease agreement
671	Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D		Attorney-Client	9/17/2021	Correspondence containing legal advice regarding lease agreement
672	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	9/19/2021	Correspondence requesting legal advice regarding ground lease
673	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173		Attorney-Client	9/19/2021	Correspondence containing legal advice regarding restructuring

674	Tom Califano <tom.califano@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	9/19/2021	Correspondence requesting legal advice regarding ground lease
675	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	9/19/2021	Correspondence requesting legal advice regarding restructuring
676	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Attorney-Client	9/19/2021	Correspondence containing legal advice regarding lease agreement
677	Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Attorney-Client	9/19/2021	Correspondence containing legal advice regarding lease agreement
678	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	9/19/2021	Correspondence containing legal advice regarding lease agreement
679	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	9/19/2021	Correspondence containing legal advice regarding lease agreement
680	Persons, Charles M. <cpersons@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	9/19/2021	Correspondence containing legal advice regarding lease agreement
681	Persons, Charles M. <cpersons@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Califano, Thomas R. <tom.califano@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	9/20/2021	Correspondence containing legal advice and work product regarding notice of intent to terminate

682	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Attorney-Client	9/20/2021	Correspondence containing legal advice regarding nondisclosure agreement
683	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client	9/20/2021	Correspondence containing legal advice regarding lease agreement
684	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client	9/20/2021	Correspondence containing legal advice regarding lease agreement
685	Hoffman, Juliana <jhoffman@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Attorney-Client	9/20/2021	Correspondence containing legal advice regarding nondisclosure agreement
686	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	9/20/2021	Correspondence containing legal advice regarding lease agreement
687				Attorney-Client	9/20/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
688				Attorney-Client	9/20/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
689				Attorney-Client	9/20/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
690	Hoffman, Juliana <jhoffman@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client; Work Product	9/20/2021	Correspondence containing legal advice regarding nondisclosure agreement
691				Attorney-Client	9/20/2021	Correspondence containing legal advice regarding nondisclosure agreement

692	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	9/21/2021	Correspondence containing legal advice and work product regarding restructuring and notice to landlord
693	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Work Product; Attorney Client	9/21/2021	Correspondence memorializing legal advice of outside counsel regarding restructuring
694	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client	9/21/2021	Correspondence seeking legal advice regarding management agreement
695	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client	9/21/2021	Correspondence containing legal advice regarding lease agreement
696	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client	9/21/2021	Correspondence containing legal advice regarding restructuring
697				Attorney-Client	9/21/2021	Attachment to correspondence containing legal advice regarding management agreements
698	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client	9/21/2021	Correspondence containing legal advice regarding restructuring
699				Attorney-Client	9/21/2021	Attachment to correspondence containing legal advice regarding management agreements
700	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client; Work Product; Common Interest	9/21/2021	Correspondence containing legal advice regarding nondisclosure agreement
701				Attorney-Client; Work Product	9/21/2021	Attachment to correspondence relaying request for legal advice from outside counsel regarding land lease
702	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	9/22/2021	Correspondence relaying legal advice and work product of in house and outside counsel regarding nondisclosure agreement
703	Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C0AE-NICK HARSHF>		Attorney-Client	9/22/2021	Correspondence relaying legal advice of outside counsel regarding bond refinancing

704	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>; Grossklaus.David@dorsey.com	Attorney-Client; Work Product	9/22/2021	Correspondence containing legal advice and work product regarding restructuring and the forbearance agreement
705	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>; Grossklaus.David@dorsey.com	Attorney-Client; Work Product	9/22/2021	Correspondence containing legal advice regarding forbearance agreement
706	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	9/22/2021	Correspondence containing legal advice regarding restructuring
707	Tom Califano <tom.califano@sidley.com>; Grossklaus.David@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client; work product	9/22/2021	Correspondence containing legal advice and work product regarding Edgemere disclosure statement
708				Attorney-Client; work product	9/22/2021	Attachment to correspondence containing legal advice and work product regarding Edgemere disclosure statement
709	Grossklaus.David@dorsey.com; Tom Califano <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client	9/22/2021	Correspondence containing legal advice regarding lease agreement
710				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
711				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
712				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
713				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
714				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
715				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
716				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
717				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
718				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement

719				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
720				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
721				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
722				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
723				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
724				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
725				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
726				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
727				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
728				Attorney-Client	9/22/2021	Attachment to correspondence containing legal advice regarding lease agreement
729	Susan Straub <Susan.Straub@lifespacecommunities.com>	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>		Attorney-Client; Work Product	9/22/2021	Correspondence relaying legal advice and work product regarding Edgemere lease
730				Attorney-Client; Work Product	9/22/2021	Document containing attorney work product regarding disclosure
731				Work Product; Attorney Client	9/22/2021	Document containing attorney work product regarding restructuring
732	Tom Califano <tom.califano@sidley.com>; 'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>		Attorney-Client; Work Product	9/22/2021	Correspondence containing legal advice and work product regarding restructuring
733				Attorney-Client; Work Product	9/22/2021	Attachment to correspondence containing legal advice and work product regarding restructuring
734	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	9/23/2021	Correspondence containing legal advice regarding ground lease
735	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	9/23/2021	Correspondence containing legal advice regarding ground lease
736	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com <grossklaus.david@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	9/23/2021	Correspondence containing legal advice regarding SQLC affiliation and lease
737				Attorney-Client; Work Product	9/23/2021	Correspondence containing work product regarding restructuring

738	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071		Attorney-Client	9/23/2021	Correspondence containing legal advice regarding lease agreement
739	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; tom.califano@sidley.com	Grossklaus.David@dorsey.com		Attorney-Client	9/23/2021	Correspondence containing requests for legal advice regarding Edgemere disclosure statement
740				Attorney-Client	9/23/2021	Contains work product related to disclosure statement
741	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>		Work Product	9/27/2021	Correspondence relaying work product from attorney-retained advisor regarding financials
742	'Chad Shandler' <chad.shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunit	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	9/27/2021	Correspondence containing legal advice regarding forbearance agreement
743	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	9/27/2021	Correspondence requesting legal advice regarding bondholder agreement
744	John Falldine <John.Falldine@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D		Attorney-Client	9/27/2021	Correspondence containing legal advice regarding lease agreement
745	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	9/27/2021	Correspondence seeking legal advice regarding forbearance agreement
746	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D		Attorney-Client	9/27/2021	Correspondence containing legal advice regarding forbearance agreement
747	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D		Attorney-Client	9/27/2021	Correspondence containing legal advice regarding lease agreement
748	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; tom.califano@sidley.com	Grossklaus.David@dorsey.com		Attorney-Client	9/27/2021	Correspondence containing legal advice regarding forbearance agreement
749	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client; Work Product; Common Interest	9/27/2021	Correspondence containing legal advice and work product regarding nondisclosure agreement
750				Attorney-Client; Work Product; Common Interest	9/27/2021	Correspondence containing legal advice and work product regarding nondisclosure agreement
751	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	9/27/2021	Correspondence requesting legal advice regarding lease agreement

752				Attorney-Client	9/27/2021	Attachment to correspondence requesting legal advice regarding lease agreement
753				Attorney-Client	9/27/2021	Attachment to correspondence requesting legal advice regarding lease agreement
754	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	9/27/2021	Correspondence seeking legal advice regarding lease agreement
755				Attorney-Client	9/27/2021	Attachment to correspondence seeking legal advice regarding lease agreement
756	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	9/27/2021	Correspondence requesting legal advice regarding restructuring
757				Attorney-Client	9/27/2021	Attachment to correspondence requesting legal advice regarding restructuring
758	Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBF15D-JOHN FALLDI>		Attorney-Client; Work Product	9/27/2021	Correspondence relaying work product and legal advice of in house counsel regarding resident communications
759				Attorney-Client; Work Product	9/27/2021	Attachment to correspondence containing work product and legal advice related to resident communications
760				Attorney-Client; Work Product	9/27/2021	Attachment to correspondence containing work product and legal advice related to resident communications
761				Attorney-Client; Work Product	9/27/2021	Document containing attorney work product regarding forbearance
762	Califano, Thomas R. <tom.califano@sidley.com>; Grossklaus.David@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	9/28/2021	Correspondence containing legal advice regarding lease agreement
763	Thalassinos, Angelo <Angelo.Thalassinos@fticonsulting.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	9/28/2021	Correspondence containing work product regarding resident forbearance agreement
764				Attorney-Client; Work Product	9/28/2021	Document containing attorney work product regarding forbearance
765	Califano, Thomas R. <tom.califano@sidley.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>	Thalassinos, Angelo <Angelo.Thalassinos@fticonsulting.com>		Attorney-Client; Work Product	9/28/2021	Correspondence requesting legal advice regarding forbearance agreement
766				Work Product	9/28/2021	Attachment to correspondence relaying work product from attorney-retained advisor regarding financials
767				Work Product	9/28/2021	Attachment to correspondence relaying work product from attorney-retained advisor regarding financials
768				Work Product	9/28/2021	Attachment to correspondence relaying work product from attorney-retained advisor regarding financials
769	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>		Work Product	9/28/2021	Attachment to correspondence containing work product regarding financials
770	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>		Work Product	9/28/2021	Attachment to correspondence containing work product regarding financials

771				Work Product	9/28/2021	Attachment to correspondence containing work product regarding financials
772				Work Product	9/28/2021	Attachment to correspondence containing work product regarding financials
773	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Darla Joens <Darla.Joens@lifespacecommunities.com>	Attorney-Client	9/29/2021	Correspondence containing legal advice regarding conflicts
774	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	9/29/2021	Correspondence requesting legal advice regarding entrance fees
775	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF776655D-JESSE JANT7>		Attorney-Client	9/29/2021	Correspondence containing legal advice regarding resident communications
776	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF776655D-JESSE JANT7>		Attorney-Client; Common Interest	9/29/2021	Correspondence containing legal advice regarding forbearance agreement
777	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>		Attorney-Client	9/29/2021	Correspondence requesting and containing legal advice regarding forbearance
778				Attorney-Client	9/29/2021	Correspondence requesting and containing legal advice regarding forbearance
779	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	9/29/2021	Correspondence containing legal advice regarding forbearance agreement
780	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF776655D-JESSE JANT7>		Attorney-Client; Work Product	9/29/2021	Correspondence containing legal advice regarding the restructuring
781	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product; Common Interest	9/29/2021	Correspondence containing legal advice and work product regarding restructuring
782				Attorney-Client; Work Product; Common Interest	9/29/2021	Attachment to correspondence containing legal advice and work product regarding forbearance
783	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	9/29/2021	Correspondence requesting legal advice regarding restructuring
784				Attorney-Client	9/29/2021	Attachment to correspondence requesting legal advice regarding restructuring

785	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client	9/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
786				Attorney-Client	9/29/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
787				Attorney-Client	9/29/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
788				Work Product	9/29/2021	Attachment to correspondence containing work product regarding financials
789				Work Product	9/29/2021	Attachment to correspondence containing work product regarding financials
790	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	9/30/2021	Correspondence relaying legal advice from outside counsel regarding forbearance agreement
791	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF7766EED-JESSE JANTZ>		Attorney-Client; Common Interest	9/30/2021	Correspondence containing legal advice regarding forbearance agreement
792	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client	9/30/2021	Correspondence containing legal advice regarding nondisclosure agreement
793				Work Product; Attorney Client	9/30/2021	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
794	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>		Attorney-Client; Work Product	9/30/2021	Attachment to correspondence discussing legal advice and work product from outside counsel regarding bondholder agreement
795	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>		Attorney-Client; Work Product	9/30/2021	Attachment to correspondence discussing legal advice and work product from outside counsel regarding bondholder agreement
796				Attorney-Client; Work Product	9/30/2021	Attachment to correspondence discussing legal advice and work product from outside counsel regarding bondholder agreement
797				Attorney-Client; Work Product	9/30/2021	Attachment to correspondence discussing legal advice and work product from outside counsel regarding bondholder agreement
798				Attorney-Client; Work Product	9/30/2021	Attachment to correspondence discussing legal advice and work product from outside counsel regarding bondholder agreement
799	Tom Califano <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF7766EED-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	10/1/2021	Correspondence containing legal advice regarding forbearance agreement
800	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	10/1/2021	Correspondence containing legal advice regarding escrow agreement
801	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	10/1/2021	Correspondence containing legal advice regarding forbearance agreement

802	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	10/2/2021	Correspondence containing legal advice regarding ground lease
803	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	10/3/2021	Correspondence containing legal advice regarding term sheet template
804	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client	10/3/2021	Correspondence containing legal advice regarding disclosures
805	Tom Califano <tom.califano@sidley.com>; David Grossklaus <grossklaus.david@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client; Work Product	10/3/2021	Correspondence discussing legal advice regarding disclosures
806				Attorney-Client; Work Product	10/3/2021	Attachment to correspondence containing legal advice regarding disclosures
807				Attorney-Client; Work Product	10/3/2021	Attachment to correspondence containing legal advice regarding disclosures
808	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	10/3/2021	Correspondence containing legal advice regarding TDI disclosures
809	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	10/4/2021	Correspondence containing legal advice and work product regarding forbearance agreement
810	John Falldine <John.Falldine@lifespacecommunities.com>; Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client	10/4/2021	Correspondence containing legal advice regarding restructuring
811				Attorney-Client; Work Product	10/4/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
812				Attorney-Client; Work Product	10/4/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
813	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	10/4/2021	Correspondence containing legal advice regarding lease agreement
814				Attorney-Client	10/4/2021	Attachment to correspondence containing legal advice regarding lease agreement

815	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	10/4/2021	Correspondence requesting legal advice regarding forbearance
816				Attorney-Client	10/4/2021	Attachment to correspondence requesting legal advice regarding forbearance
817	Jenna Moore <Jenna.Moore@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client	10/4/2021	Correspondence containing legal advice regarding restructuring
818	John Falldine <John.Falldine@lifespacecommunities.com>; Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client	10/4/2021	Correspondence containing legal advice regarding restructuring
819				Attorney-Client	10/4/2021	Attachment to correspondence containing legal advice regarding restructuring
820				Attorney-Client	10/4/2021	Attachment to correspondence containing legal advice regarding restructuring
821	John Falldine <John.Falldine@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client	10/4/2021	Correspondence requesting legal advice regarding restructuring
822	Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FB51FD-JOHN FALLDI>		Attorney-Client; Work Product	10/4/2021	Correspondence relaying work product of in house counsel regarding disclosures
823				Attorney-Client; Work Product	10/4/2021	Attachment to correspondence relaying work product of in house counsel regarding disclosures
824	Martha Holloway <Martha.Holloway@lifespacecommunities.com>; Leslie DoranSparacino <Leslie.DoranSparacino@LifeSpaceCommunities.com>; Joel Hernandez <Joel.Hernandez@lifespacecommunities.com>	Chris Silasavage </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B31FCF259B4340F49A55545F82652EB7-CHRIS SILAS>	John Falldine <John.Falldine@lifespacecommunities.com>	Attorney-Client; Work Product	10/4/2021	Correspondence relaying legal advice of in house counsel regarding disclosure statement
825				Attorney-Client; Work Product	10/4/2021	Attachment to correspondence relaying legal advice of in house counsel regarding disclosure statement

826	Joel Hernandez <Joel.Hernandez@lifespacecommunities.com>; Leslie DoranSparacino <Leslie.DoranSparacino@LifeSpaceCommunities.com>; Martha Holloway <Martha.Holloway@lifespacecommunities.com>	Chris Silasavage </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B31FCF259B4340F49A55545F82652EB7-CHRIS SILAS>	John Falldine <John.Falldine@lifespacecommunities.com>	Attorney-Client; Work Product	10/4/2021	Correspondence relaying legal advice of outside counsel regarding disclosure statement
827				Attorney-Client; Work Product	10/4/2021	Attachment to correspondence relaying legal advice of outside counsel regarding disclosure statement
828	Ann Powell <Ann.Powell@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF57766FFD-JESSE JANTZ>		Attorney-Client	10/6/2021	Correspondence relaying legal advice of outside counsel regarding resident refund
829	Ann Powell <Ann.Powell@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunit	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	10/6/2021	Correspondence containing legal advice regarding restructuring and resident refunds
830	Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/6/2021	Correspondence containing legal advice regarding lease agreement
831	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/6/2021	Correspondence containing legal advice regarding forbearance agreement
832	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/6/2021	Correspondence containing legal advice regarding forbearance agreement
833	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	10/6/2021	Correspondence seeking legal advice regarding forbearance agreement
834	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	10/6/2021	Correspondence requesting legal advice regarding the forbearance agreement
835				Attorney-Client	10/6/2021	Attachment to correspondence requesting legal advice regarding the forbearance agreement
836	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	10/6/2021	Correspondence containing legal advice regarding forbearance agreement

837				Attorney-Client	10/6/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
838				Attorney-Client	10/6/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
839	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	10/6/2021	Correspondence containing legal advice regarding forbearance agreement
840				Attorney-Client	10/6/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
841				Attorney-Client	10/6/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
842	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	10/6/2021	Correspondence containing legal advice regarding forbearance agreement
843	John Falldine <John.Falldine@lifespacecommunities.com>; Maria Balderas <Maria.Balderas@lifespacecommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>		Attorney-Client	10/6/2021	Correspondence at the request of in house counsel containing legal advice regarding forbearance agreement
844				Attorney-Client; Work Product	10/6/2021	Correspondence containing work product related to resident refunds
845	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	10/7/2021	Correspondence containing legal advice regarding forbearance agreement
846	Hoffman, Juliana <jhoffman@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	10/7/2021	Correspondence seeking legal advice regarding nondisclosure agreement
847	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	10/7/2021	Correspondence containing legal advice regarding nondisclosure agreement
848	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071eaff15-Sandra Park>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	10/7/2021	Correspondence containing legal advice regarding forbearance agreement
849	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	10/7/2021	Correspondence containing legal advice regarding nondisclosure agreement
850	John Falldine <John.Falldine@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	10/7/2021	Correspondence containing legal advice regarding forbearance agreement

851	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071		Attorney-Client	10/7/2021	Correspondence containing legal advice regarding forbearance agreement
852	Hoffman, Juliana <jhoffman@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	10/7/2021	Correspondence seeking legal advice regarding nondisclosure agreement
853				Attorney-Client	10/7/2021	Attachment to correspondence seeking legal advice regarding nondisclosure agreement
854	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunit	Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com	Attorney-Client; Work Product	10/7/2021	Correspondence containing legal advice and work product regarding restructuring
855				Attorney-Client; Work Product	10/7/2021	Attachment to correspondence containing legal advice and work product regarding restructuring
856				Attorney-Client; Work Product	10/7/2021	Document containing attorney work product regarding restructuring
857	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D		Attorney-Client	10/8/2021	Correspondence containing legal advice regarding forbearance agreement
858	Hoffman, Juliana <jhoffman@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	10/8/2021	Correspondence seeking legal advice regarding nondisclosure agreement
859	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <Grossklaus.David@dorsey.com>	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client	10/8/2021	Correspondence containing legal advice and work product regarding forbearance agreement
860				Attorney-Client	10/8/2021	Correspondence containing legal advice and work product regarding forbearance agreement
861	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D		Attorney-Client	10/8/2021	Correspondence containing legal advice regarding forbearance agreement
862	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D		Attorney-Client	10/8/2021	Correspondence containing legal advice regarding restructuring

863	Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <Grossklaus.David@dorsey.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	10/8/2021	Correspondence containing legal advice regarding forbearance agreement
864				Attorney-Client; Work Product	10/8/2021	Correspondence containing legal advice regarding forbearance agreement
865	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071		Attorney-Client	10/9/2021	Correspondence containing legal advice regarding forbearance agreement
866	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D		Attorney-Client	10/9/2021	Correspondence containing legal advice regarding forbearance agreement
867	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D		Attorney-Client	10/10/2021	Correspondence containing legal advice regarding forbearance agreement
868	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	10/10/2021	Correspondence containing legal advice and work product regarding forbearance agreement
869	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D		Attorney-Client	10/10/2021	Correspondence containing legal advice regarding forbearance agreement
870	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D		Attorney-Client	10/10/2021	Correspondence containing legal advice regarding forbearance agreement
871	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunit	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	10/10/2021	Correspondence containing legal advice regarding board resolutions

872	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AF-NICK HARSHF>		Work Product; Attorney Client	10/10/2021	Correspondence relaying legal advice regarding forbearance agreement
873				Work Product; Attorney Client	10/10/2021	Correspondence relaying legal advice regarding forbearance agreement
874	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/10/2021	Correspondence containing legal advice regarding forbearance agreement
875	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef7766555d-Jesse Jantz>		Attorney-Client	10/10/2021	Calendar invite containing notes regarding prior requests for legal advice from in house counsel regarding restructuring
876	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>		Attorney-Client	10/10/2021	Correspondence containing legal advice of in house and outside counsel regarding restructuring
877	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF577665ED-JESSE JANTZ>		Attorney-Client	10/10/2021	Attachment to calendar invite including notes regarding requests for legal advice from in house counsel regarding restructuring
878	Tom Califano <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Shandler, Chad <Chad.Shandler@fticonsulting.com>; David Grossklaus <grossklaus.david@dorsey.com>	Attorney-Client; Work Product	10/10/2021	Correspondence containing legal advice regarding forbearance agreement
879	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com; tom.califano@sidley.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Shandler, Chad <Chad.Shandler@fticonsulting.com>	cpersons@sidley.com; jhoffman@sidley.com	Attorney-Client; Work Product	10/10/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
880	tom.califano@sidley.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; chad.shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommun	Grossklaus.David@dorsey.com	cpersons@sidley.com; jhoffman@sidley.com	Attorney-Client; Work Product	10/10/2021	Correspondence containing legal advice regarding forbearance agreement
881				Attorney-Client; Work Product	10/10/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement

882	Grossklaus.David@dorsey.com; tom.califano@sidley.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; chad.shandler@fticonsulting.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	cpersons@sidley.com; jhoffman@sidley.com	Attorney-Client; Work Product	10/10/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
883				Attorney-Client; Work Product	10/10/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
884	tom.califano@sidley.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; chad.shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommun	Grossklaus.David@dorsey.com	cpersons@sidley.com; jhoffman@sidley.com	Attorney-Client; Work Product	10/10/2021	Correspondence requesting and containing legal advice and work product regarding forbearance
885				Attorney-Client; Work Product	10/10/2021	Attachment to correspondence requesting and containing legal advice and work product regarding forbearance
886	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	10/10/2021	Correspondence containing legal advice regarding restructuring
887				Attorney-Client	10/10/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
888				Attorney-Client	10/10/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
889	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	10/11/2021	Correspondence seeking legal advice regarding forbearance agreement
890				Attorney-Client	10/11/2021	Attachment to correspondence seeking legal advice regarding forbearance agreement
891	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client	10/11/2021	Correspondence containing legal advice regarding restructuring
892	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>		Attorney-Client	10/11/2021	Correspondence containing legal advice regarding restructuring
893				Attorney-Client; Work Product	10/11/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
894				Attorney-Client; Work Product	10/11/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement

895	Bob Kehm <Bob.Kehm@LifeSpaceCommunities.com>; Laverne Epp <elepp@btbcku.com>; LaVerne Epp <LaVerne.Epp@LifeSpaceCommunities.com>; Neal Yanofsky <Neal.Yanofsky@LifeSpaceCommunities.com>; Neal Yanofsky <neal@yanofsky.com>; Pat Spangler <Pat.Spangler@LifeSpaceCommunities.com>; Laurie Dotter <laurieldotter@gmail.com>; Laurie Dotter <Laurie.Dotter@lifespacecommunities.com>; Joyce Darkey-Hrinya <Joyce.Darkey-Hrinya@lifespacecommunities.com>; Joyce Hrinya <joyce@acquireretain.com>; Kerri Johnson <kjohnson@btbcku.com>; elepp@kuinnovationpark.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client	10/11/2021	Correspondence containing legal advice regarding forbearance agreement
896				Attorney-Client; Work Product	10/11/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
897				Attorney-Client; Work Product	10/11/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
898	Hoffman, Juliana <jhoffman@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	10/11/2021	Correspondence seeking legal advice regarding nondisclosure agreement
899				Attorney-Client	10/11/2021	Attachment to correspondence seeking legal advice regarding nondisclosure agreement
900				Attorney-Client; Work Product	10/11/2021	Document containing attorney work product regarding restructuring
901	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	10/12/2021	Correspondence seeking legal advice regarding lease agreement
902				Attorney-Client	10/12/2021	Attachment to correspondence seeking legal advice regarding lease agreement
903	Califano, Thomas R. <tom.califano@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; chad.shandler@fticonsulting.com	Hoffman, Juliana <jhoffman@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	10/12/2021	Correspondence containing legal advice and work product regarding forbearance agreement
904				Attorney-Client; Work Product	10/12/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
905				Attorney-Client; Work Product	10/12/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
906				Attorney-Client; Work Product	10/12/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement

907				Attorney-Client; Work Product	10/12/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
908	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C0AE-NICK HARSHF>		Attorney-Client; Work Product	10/13/2021	Correspondence relaying work product from outside counsel regarding forbearance agreement
909				Attorney-Client; Work Product	10/13/2021	Correspondence relaying work product from outside counsel regarding forbearance agreement
910				Attorney-Client; Work Product	10/13/2021	Correspondence relaying work product from outside counsel regarding forbearance agreement
911				Attorney-Client; Work Product	10/13/2021	Attachment to correspondence discussing legal advice and work product from outside counsel regarding restructuring
912	Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client; Common Interest	10/13/2021	Correspondence containing legal advice regarding nondisclosure agreement
913	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Grossklaus.David@dorsey.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.co	Attorney-Client; Work Product	10/13/2021	Correspondence containing legal advice and work product regarding forbearance agreement
914	Califano, Thomas R. <tom.califano@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client; Common Interest	10/13/2021	Correspondence containing legal advice regarding nondisclosure agreement
915	Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client; Common Interest	10/13/2021	Correspondence containing legal advice regarding nondisclosure agreement
916	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Grossklaus.David@dorsey.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	10/13/2021	Correspondence requesting and containing work product regarding forbearance

917				Attorney-Client	10/13/2021	Attachment to correspondence requesting and containing work product regarding forbearance
918				Attorney-Client; Work Product	10/13/2021	Attachment to correspondence requesting and containing work product regarding forbearance
919	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF5F15-SANDRA PARK>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	10/14/2021	Correspondence containing legal advice regarding nondisclosure agreement
920				Attorney-Client	10/14/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
921	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	10/15/2021	Correspondence containing legal advice regarding escrow agreement
922	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766F5D-JESSE JANTZ>		Attorney-Client	10/17/2021	Correspondence containing legal advice regarding forbearance agreement
923	Tom Califano <tom.califano@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF5F15-SANDRA PARK>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Attorney-Client; Work Product	10/17/2021	Correspondence containing legal advice regarding forbearance agreement
924	Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Attorney-Client; Work Product	10/17/2021	Correspondence containing legal advice and work product regarding forbearance
925				Attorney-Client; Work Product	10/17/2021	Attachments to Correspondence containing legal advice and work product regarding forbearance
926				Attorney-Client; Work Product	10/17/2021	Attachment to correspondence containing legal advice and work product regarding forbearance
927	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766F5D-JESSE JANTZ>		Attorney-Client	10/18/2021	Correspondence relaying legal advice and work product of in house and outside counsel regarding revised resolutions
928				Attorney-Client; Work Product	10/18/2021	Document containing attorney work product regarding resident refunds
929	Califano, Thomas R. <tom.califano@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus David@dorsey.com	Attorney-Client; Work Product	10/19/2021	Correspondence containing legal advice regarding bondholder response
930	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766F5D-JESSE JANTZ>		Attorney-Client; Common Interest	10/19/2021	Correspondence requesting legal advice regarding Notice of Default

931	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	10/19/2021	Correspondence containing legal advice regarding restructuring
932	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Thomas R. Califano <tom.califano@sidley.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	10/19/2021	Correspondence containing legal advice regarding forbearance agreement
933	Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Attorney-Client; Work Product	10/19/2021	Correspondence containing legal advice and work product regarding financials
934	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunit	Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	10/19/2021	Correspondence containing legal advice regarding the forbearance agreement
935	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	10/19/2021	Correspondence relaying legal advice from outside counsel regarding bondholder agreement

936	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173e9af-Nick Harshf>		Attorney-Client	10/19/2021	Correspondence conveying legal advice from outside counsel regarding forbearance agreement
937				Attorney-Client	10/19/2021	Attachment to correspondence relaying legal advice regarding forbearance agreement
938	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Hoffman, Juliana <jhoffman@sidley.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	10/19/2021	Correspondence containing legal advice regarding forbearance agreement
939	Grossklaus.David@dorsey.com	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Common Interest	10/19/2021	Correspondence containing legal advice regarding bondholder notice of default
940				Attorney-Client; Common Interest	10/19/2021	Attachment to correspondence containing legal advice regarding bondholder agreement
941	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Grossklaus.David@dorsey.com	Attorney-Client; Work Product	10/19/2021	Correspondence requesting and containing legal advice and work product of outside counsel regarding restructuring
942				Attorney-Client	10/19/2021	Attachment to correspondence requesting and containing legal advice and work product of outside counsel regarding restructuring
943	Grossklaus.David@dorsey.com; tom.califano@sidley.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766EED-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; chad.shandler@fticonsulting.com	Attorney-Client; Work Product	10/20/2021	Correspondence containing legal advice and work product regarding restructuring
944	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Etra McKinney <Etra.McKinney@lifespacecommunities.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	10/20/2021	Correspondence containing legal advice regarding ground lease

945	Tom Califano <tom.califano@sidley.com>; Grossklaus.David@dorsey.com <grossklaus.david@dorsey.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product; Common Interest	10/20/2021	Correspondence requesting legal advice and work product regarding bondholder agreement
946	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	10/20/2021	Correspondence seeking legal advice regarding forbearance agreement
947	Grossklaus.David@dorsey.com	Shandler, Chad <Chad.Shandler@fticonsulting.com>	tom.califano@sidley.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunit	Attorney-Client; Work Product; Common Interest	10/20/2021	Correspondence containing legal advice and work product regarding forbearance agreement
948	Etra McKinney <Etra.McKinney@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/20/2021	Correspondence containing legal advice regarding bondholder agreement
949	Califano, Thomas R. <tom.califano@sidley.com>; Grossklaus.David@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/20/2021	Correspondence containing legal advice regarding lease agreement
950	Grossklaus.David@dorsey.com; tom.califano@sidley.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/20/2021	Correspondence containing legal advice regarding lease agreement
951	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client; Common Interest	10/20/2021	Correspondence containing legal advice regarding nondisclosure agreement
952	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	10/20/2021	Correspondence requesting legal advice regarding lease agreement
953	Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>	Abdul Shakoor <Abdul.Shakoor@LifeSpaceCommunities.com>		Attorney-Client	10/20/2021	Attachment to correspondence requesting legal advice regarding lease agreement
954				Attorney-Client	10/20/2021	Attachment to correspondence requesting legal advice regarding lease agreement
955	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client; Work Product; Common Interest	10/20/2021	Correspondence containing legal advice regarding nondisclosure agreement

956	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>	Attorney-Client	10/20/2021	Correspondence requesting legal advice and work product regarding forbearance
957	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF5F15-SANDRA PARK>		Attorney-Client	10/20/2021	Correspondence containing legal advice regarding lease agreement
958				Attorney-Client	10/20/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
959				Attorney-Client	10/20/2021	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
960	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client; Common Interest	10/20/2021	Correspondence containing legal advice regarding nondisclosure agreement
961				Attorney-Client; Common Interest	10/20/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
962				Attorney-Client; Common Interest	10/20/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
963				Attorney-Client; Common Interest	10/20/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
964				Attorney-Client; Common Interest	10/20/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
965	'Hoffman, Juliana' <jhoffman@sidley.com>; Tom Califano <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF5F15-SANDRA PARK>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client; Work Product; Common Interest	10/20/2021	Correspondence containing legal advice and work product regarding nondisclosure agreement
966				Attorney-Client; Work Product; Common Interest	10/20/2021	Correspondence containing legal advice and work product regarding nondisclosure agreement
967				Attorney-Client; Work Product; Common Interest	10/20/2021	Correspondence containing legal advice and work product regarding nondisclosure agreement
968				Attorney-Client; Work Product; Common Interest	10/20/2021	Correspondence containing legal advice and work product regarding nondisclosure agreement
969				Attorney-Client; Work Product; Common Interest	10/20/2021	Correspondence containing legal advice and work product regarding nondisclosure agreement
970	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Tom Califano <tom.califano@sidley.com>; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client; Work Product; Common Interest	10/21/2021	Correspondence requesting legal advice and work product regarding bondholder agreement

971	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Etra McKinney <Etra.McKinney@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client; Common Interest	10/21/2021	Correspondence containing legal advice and work product regarding forbearance agreement
972	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client	10/21/2021	Correspondence containing legal advice regarding nondisclosure agreement
973	Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client; Common Interest	10/21/2021	Correspondence containing legal advice regarding nondisclosure agreement
974	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client; Work Product	10/21/2021	Correspondence requesting legal advice and providing work product regarding forbearance agreement
975				Attorney-Client; Work Product	10/21/2021	Attachment to correspondence requesting legal advice and providing work product regarding forbearance agreement
976				Attorney-Client	10/21/2021	Attachment to correspondence requesting legal advice and providing work product regarding forbearance agreement
977				Attorney-Client; Work Product	10/21/2021	Attachment to correspondence requesting legal advice and providing work product regarding forbearance agreement
978				Attorney-Client; Work Product	10/21/2021	Attachment to correspondence requesting legal advice and providing work product regarding forbearance agreement
979	Etra McKinney <Etra.McKinney@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/21/2021	Correspondence containing legal advice regarding lease agreement
980	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Darla Joens <Darla.Joens@lifespacecommunities.com>	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; 'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>; 'Chad.Shandler@fticonsulting.com' <Chad.Shandler@fticonsulting.com>; 'tom.califano@sidley.com' <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client; Work Product	10/22/2021	Correspondence containing legal advice and work product regarding bond refinancing
981	Califano, Thomas R. <tom.califano@sidley.com>; Grossklaus.David@dorsey.com <grossklaus.david@dorsey.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunit	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Ann Powell <Ann.Powell@lifespacecommunities.com>; Etra McKinney <Etra.McKinney@lifespacecommunities.com>	Attorney-Client; Work Product; Common Interest	10/22/2021	Correspondence requesting legal advice and work product regarding bondholder agreement

982	Grossklaus.David@dorsey.com <grossklaus.david@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product; Common Interest	10/22/2021	Correspondence requesting legal advice and work product regarding bondholder agreement
983	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Work Product	10/22/2021	Work product regarding bondholder agreement
984	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAF515-SANDRA PARK>		Attorney-Client	10/25/2021	Correspondence containing legal advice regarding bondholder agreement
985	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Califano, Thomas R. <tom.califano@sidley.com>; Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client; Work Product	10/25/2021	Correspondence containing legal advice and work product regarding restructuring and bondholder agreements
986				Attorney-Client	10/25/2021	Correspondence containing legal advice and work product regarding restructuring and bondholder agreements
987	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad.Shandler@fticonsulting.com; tom.califano@sidley.com	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client; Work Product	10/26/2021	Correspondence containing legal advice and work product regarding EMMA notice
988	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>		Attorney-Client; Work Product	10/26/2021	Correspondence containing legal advice and work product regarding EMMA notice
989	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client; Work Product	10/26/2021	Correspondence containing legal advice and work product regarding EMMA notice
990	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Tom Califano <tom.califano@sidley.com>; Hoffman, Juliana	Attorney-Client; Work Product	10/26/2021	Correspondence containing legal advice regarding restructuring
991	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad.Shandler@fticonsulting.com; tom.califano@sidley.com	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client; Work Product	10/26/2021	Correspondence containing legal advice regarding EMMA notice

992	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	David Grossklaus <grossklaus.david@dorsey.com>; Tom Califano <tom.califano@sidley.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	10/26/2021	Correspondence containing legal advice regarding bond refinancing
993	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Grossklaus.David@dorsey.com	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	10/26/2021	Correspondence containing legal advice and work product regarding EMMA notice
994	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad.Shandler@fticonsulting.com	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	10/26/2021	Correspondence containing legal advice and work product regarding EMMA notice
995	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad.Shandler@fticonsulting.com	Grossklaus.David@dorsey.com	tom.califano@sidley.com	Attorney-Client; Work Product	10/26/2021	Correspondence containing legal advice regarding EMMA notice
996	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE1E-SANDRA PARK>		Attorney-Client	10/26/2021	Correspondence containing legal advice regarding lease agreement
997				Attorney-Client; Work Product	10/26/2021	Attachment to correspondence containing legal advice regarding EMMA notice
998				Attorney-Client; Work Product	10/26/2021	Attachment to correspondence containing legal advice regarding EMMA notice
999	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Chad.Shandler@fticonsulting.com	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client; Work Product	10/26/2021	Correspondence containing legal advice and work product regarding restructuring
1000				Attorney-Client	10/26/2021	Attachment to correspondence containing legal advice and work product regarding restructuring

1001	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	10/26/2021	Correspondence containing legal advice regarding draft notice
1002				Attorney-Client	10/26/2021	Correspondence containing legal advice regarding draft notice
1003				Attorney-Client	10/26/2021	Correspondence containing legal advice regarding forbearance agreement
1004	Ann Joyce <Ann.Joyce@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>		Attorney-Client	10/26/2021	Correspondence containing legal advice regarding resident refund
1005				Attorney-Client	10/26/2021	Document containing attorney work product regarding forbearance
1006	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	10/27/2021	Correspondence containing legal advice regarding forbearance agreement
1007	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	'Ann Powell' <Ann.Powell@lifespacecommunities.com>; Etra McKinney <Etra.McKinney@lifespacecommunities.com>	Attorney-Client	10/27/2021	Correspondence relaying legal advice of outside counsel regarding forbearance agreement
1008	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client; Common Interest	10/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1009	Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071		Attorney-Client	10/27/2021	Correspondence containing legal advice regarding lease agreement
1010	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	10/27/2021	Correspondence containing legal advice regarding lease agreement
1011	Ann Powell <Ann.Powell@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071		Attorney-Client	10/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1012				Attorney-Client	10/27/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1013	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client; Common Interest	10/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1014	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client; Common Interest	10/27/2021	Correspondence containing legal advice regarding nondisclosure agreement

1015				Attorney-Client; Common Interest	10/27/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1016	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client	10/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1017	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>		Attorney-Client	10/28/2021	Correspondence containing legal advice regarding nondisclosure agreement
1018	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	10/28/2021	Correspondence containing legal advice and work product regarding restructuring
1019				Attorney-Client; Work Product	10/28/2021	Correspondence containing legal advice and work product regarding restructuring
1020	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Attorney-Client	10/28/2021	Correspondence containing legal advice regarding nondisclosure agreement
1021	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Attorney-Client	10/28/2021	Correspondence containing legal advice regarding nondisclosure agreement
1022	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	10/28/2021	Correspondence containing work product regarding restructuring
1023				Work Product; Attorney Client	10/28/2021	Attachment to correspondence containing work product regarding restructuring
1024	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/28/2021	Correspondence containing legal advice regarding nondisclosure agreement
1025				Attorney-Client	10/28/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1026				Attorney-Client	10/28/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement

1027				Attorney-Client	10/28/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1028	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/28/2021	Correspondence containing legal advice regarding nondisclosure agreement
1029				Attorney-Client	10/28/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1030				Attorney-Client	10/28/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1031				Attorney-Client	10/28/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1032				Attorney-Client	10/28/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1033	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client	10/28/2021	Correspondence containing legal advice regarding nondisclosure agreement
1034	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	10/28/2021	Correspondence requesting and containing legal advice and work product regarding restructuring
1035				Attorney-Client; Work Product	10/28/2021	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
1036	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	10/28/2021	Correspondence containing legal advice regarding forbearance
1037				Attorney-Client	10/28/2021	Attachment to correspondence containing legal advice regarding forbearance
1038	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	10/28/2021	Attachment to correspondence requesting and containing work product regarding restructuring
1039				Attorney-Client; Work Product	10/28/2021	Attachment to correspondence requesting and containing work product regarding restructuring
1040	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client	10/28/2021	Correspondence containing legal advice regarding nondisclosure agreement

1041	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	10/28/2021	Correspondence requesting legal advice regarding nondisclosure agreement
1042				Attorney-Client	10/28/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreement
1043				Attorney-Client	10/28/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreement
1044				Attorney-Client	10/28/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreement
1045				Attorney-Client	10/28/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreement
1046	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/28/2021	Correspondence containing legal advice regarding nondisclosure agreement
1047				Attorney-Client	10/28/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1048				Attorney-Client	10/28/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1049				Attorney-Client	10/28/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1050				Attorney-Client	10/28/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1051	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client	10/28/2021	Correspondence containing legal advice regarding nondisclosure agreement
1052	Califano, Thomas R. <tom.califano@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; 'grossklaus.david@dorsey.com'	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	10/29/2021	Correspondence containing legal advice regarding bondholders meeting
1053	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071		Attorney-Client	10/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
1054	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071		Attorney-Client	10/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
1055	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client; Common Interest	10/29/2021	Correspondence requesting legal advice regarding nondisclosure agreement

1056	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	10/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
1057	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	10/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
1058	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	10/29/2021	Correspondence requesting legal advice regarding nondisclosure agreement
1059	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	10/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
1060	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071Eaf515-Sandra Park>		Attorney-Client	10/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
1061	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	10/29/2021	Correspondence requesting legal advice regarding nondisclosure agreement
1062	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	10/29/2021	Correspondence requesting legal advice regarding nondisclosure agreement
1063	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	10/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
1064	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	10/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
1065				Attorney-Client	10/29/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1066				Attorney-Client	10/29/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1067	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	10/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
1068				Attorney-Client	10/29/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement

1069	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	10/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
1070				Attorney-Client	10/29/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1071	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	10/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
1072	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Persons, Charles M. <cpersons@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>		Attorney-Client; Work Product	10/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
1073				Attorney-Client	10/29/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1074				Attorney-Client	10/29/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1075				Attorney-Client	10/29/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1076	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	10/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
1077				Attorney-Client	10/29/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1078				Attorney-Client	10/29/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1079	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	10/29/2021	Correspondence containing legal advice regarding nondisclosure agreement
1080				Attorney-Client	10/29/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1081				Attorney-Client	10/29/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1082	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	10/29/2021	Correspondence requesting legal advice regarding nondisclosure agreement
1083				Attorney-Client	10/29/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreement
1084				Work Product	10/31/2021	Attachment to correspondence containing work product regarding bond refinancing
1085				Work Product	10/31/2021	Attachment to correspondence containing work product regarding bond refinancing
1086				Work Product	10/31/2021	Attachment to correspondence containing work product regarding bond refinancing
1087				Work Product	10/31/2021	Attachment to correspondence containing work product regarding bond refinancing

1088				Work Product	10/31/2021	Attachment to correspondence containing work product regarding bond refinancing
1089				Work Product	10/31/2021	Attachment to correspondence containing work product regarding bond refinancing
1090				Work Product	10/31/2021	Attachment to correspondence containing work product regarding bond refinancing
1091				Work Product	10/31/2021	Attachment to correspondence containing work product regarding bond refinancing
1092				Work Product	10/31/2021	Attachment to correspondence containing work product regarding bond refinancing
1093				Work Product	10/31/2021	Attachment to correspondence containing work product regarding bond refinancing
1094	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	11/1/2021	Correspondence relaying legal advice and work product of outside counsel regarding nondisclosure agreements
1095	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF776655D-JESSE JANTZ>		Attorney-Client	11/1/2021	Correspondence containing legal advice regarding nondisclosure agreements
1096				Work Product; Attorney Client	11/1/2021	Document containing attorney work product regarding restructuring
1097				Work Product; Attorney Client	11/1/2021	Document containing attorney work product regarding restructuring
1098				Work Product; Attorney Client	11/1/2021	Document containing attorney work product regarding restructuring
1099				Work Product; Attorney Client	11/1/2021	Document containing attorney work product regarding restructuring
1100				Work Product; Attorney Client	11/1/2021	Document containing attorney work product regarding restructuring
1101				Work Product; Attorney Client	11/1/2021	Document containing attorney work product regarding restructuring
1102				Work Product; Attorney Client	11/1/2021	Document containing attorney work product regarding restructuring
1103				Work Product; Attorney Client	11/1/2021	Document containing attorney work product regarding restructuring
1104				Work Product; Attorney Client	11/1/2021	Document containing attorney work product regarding restructuring
1105				Work Product; Attorney Client	11/1/2021	Document containing attorney work product regarding restructuring
1106	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client; Common Interest	11/1/2021	Correspondence containing legal advice regarding nondisclosure agreement
1107				Work Product	11/1/2021	Correspondence regarding bond refinancing
1108				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding restructuring
1109	Hoffman, Juliana <jhoffman@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client; Common Interest	11/1/2021	Correspondence seeking legal advice regarding nondisclosure agreement

1110	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071 5AF515-SANDRA PARK>		Attorney-Client; Common Interest	11/1/2021	Correspondence containing legal advice regarding lease agreement
1111	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	11/1/2021	Correspondence requesting legal advice regarding nondisclosure agreement
1112	Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client	11/1/2021	Correspondence containing legal advice regarding nondisclosure agreement
1113	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client	11/1/2021	Correspondence containing legal advice regarding nondisclosure agreement
1114	Hoffman, Juliana <jhoffman@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	11/1/2021	Correspondence seeking legal advice regarding nondisclosure agreements
1115	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Attorney-Client; Common Interest	11/1/2021	Correspondence containing legal advice regarding nondisclosure agreement
1116				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1117				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1118				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1119				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1120				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1121	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client	11/1/2021	Correspondence containing legal advice regarding nondisclosure agreement
1122	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071 5AF515-SANDRA PARK>		Attorney-Client	11/1/2021	Correspondence containing legal advice regarding refinancing
1123				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1124				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1125				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1126				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements

1127				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1128				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1129				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1130				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1131				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1132				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1133				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1134				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1135				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1136				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1137				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1138				Attorney-Client	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1139	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	11/1/2021	Correspondence requesting legal advice regarding nondisclosure agreements
1140	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jane VanHorn </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=06C3441F027246958D2B69B61A3C5D4A-JANE.VANHOR>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	11/1/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1141				Attorney-Client	11/1/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1142	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>		Attorney-Client	11/1/2021	Correspondence containing legal advice regarding refinancing
1143				Attorney-Client	11/1/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1144	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jane VanHorn </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=06C3441F027246958D2B69B61A3C5D4A-JANE.VANHOR>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	11/1/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1145				Attorney-Client	11/1/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1146	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jane VanHorn </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=06C3441F027246958D2B69B61A3C5D4A-JANE.VANHOR>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	11/1/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements

1147	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>		Attorney-Client; Work Product; Common Interest	11/1/2021	Correspondence containing legal advice and work product regarding nondisclosure agreements
1148				Attorney-Client; Work Product; Common Interest	11/1/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1149	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Common Interest	11/1/2021	Correspondence containing legal advice regarding nondisclosure agreements
1150				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1151				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1152				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1153				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1154				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1155				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1156				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1157				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1158				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1159				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1160				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1161				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1162				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1163				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1164				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1165				Attorney-Client; Common Interest	11/1/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements

1166	Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client	11/2/2021	Correspondence containing legal advice regarding nondisclosure agreement
1167	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	11/2/2021	Correspondence relaying request for legal advice from outside counsel and inside counsel regarding bond refinancing
1168	Hoffman, Juliana <jhoffman@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client	11/2/2021	Calendar entry reflecting work product regarding nondisclosure agreements
1169	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R.	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	11/2/2021	Correspondence requesting legal advice regarding Dallas Morning News
1170	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product; Common Interest	11/2/2021	Correspondence requesting legal advice and work product regarding restructuring
1171	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client; Work Product	11/2/2021	Document containing attorney work product regarding resident agreement

1172	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; John Falldine <John.Falldine@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	11/2/2021	Correspondence containing legal advice regarding resident agreement
1173	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Jane VanHorn via DocuSign <dse_na2@docusign.net>		Attorney-Client	11/2/2021	Correspondence requesting legal advice regarding nondisclosure agreements
1174	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client; Common Interest	11/2/2021	Correspondence containing legal advice regarding nondisclosure agreement
1175	Hoffman, Juliana <jhoffman@sidley.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client; Common Interest	11/2/2021	Correspondence containing legal advice regarding nondisclosure agreement
1176	Hoffman, Juliana <jhoffman@sidley.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client	11/2/2021	Correspondence containing legal advice regarding nondisclosure agreement
1177	Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client	11/2/2021	Correspondence containing legal advice regarding refinancing
1178	Hoffman, Juliana <jhoffman@sidley.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071EaffF15-Sandra Park>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client	11/2/2021	Correspondence containing legal advice regarding refinancing
1179	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Jane VanHorn via DocuSign <dse_na2@docusign.net>		Attorney-Client	11/2/2021	Correspondence requesting legal advice regarding nondisclosure agreements

1180	Hoffman, Juliana <jhoffman@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client	11/2/2021	Correspondence containing legal advice regarding refinancing
1181	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client; Work Product; Common Interest	11/2/2021	Correspondence containing legal advice and work product regarding nondisclosure agreements
1182				Attorney-Client; Work Product; Common Interest	11/2/2021	Correspondence containing legal advice and work product regarding nondisclosure agreements
1183	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product; Common Interest	11/2/2021	Correspondence containing legal advice and work product regarding nondisclosure agreements
1184				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1185				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1186				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1187				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1188				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1189				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1190				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1191				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1192				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements

1193				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1194				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1195				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1196				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1197				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1198				Attorney-Client; Work Product; Common Interest	11/2/2021	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements
1199	Hoffman, Juliana <jhoffman@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client	11/2/2021	Correspondence containing legal advice regarding nondisclosure agreements
1200	'grossklaus.david@dorsey.com' <Grossklaus.David@dorsey.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Work Product; Attorney Client	11/2/2021	Correspondence requesting legal advice regarding Edgemere presentation
1201				Work Product	11/2/2021	Attachment containing work product concerning restructuring
1202	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	11/2/2021	Correspondence requesting legal advice regarding nondisclosure agreements
1203				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1204				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1205				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1206				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1207				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1208				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1209				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1210				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1211				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1212				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1213				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1214				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements

1215				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1216				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1217				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1218				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1219				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1220				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1221				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1222				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1223				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1224				Attorney-Client	11/2/2021	Attachment to correspondence requesting legal advice regarding nondisclosure agreements
1225	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client; Work Product	11/2/2021	Correspondence containing legal advice regarding Edgemere bonds
1226	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF5776655D-JESSE JANTZ>		Attorney-Client; Work Product	11/3/2021	Correspondence requesting legal advice and work product regarding lease
1227	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF5776655D-JESSE JANTZ>		Attorney-Client; Work Product	11/3/2021	Correspondence relaying legal advice and work product of in house and outside counsel regarding restructuring
1228	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF5776655D-JESSE JANTZ>		Attorney-Client	11/3/2021	Correspondence containing legal advice of in house and outside counsel regarding restructuring
1229	Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	11/3/2021	Correspondence relaying legal advice from outside counsel and in house counsel regarding bondholder agreement

1230	Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client	11/3/2021	Correspondence relaying legal advice from outside counsel and in house counsel regarding bondholder agreement
1231	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Ann Powell <Ann.Powell@lifespacecommunities	Attorney-Client; Work Product	11/3/2021	Correspondence containing work product regarding restructuring
1232	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus <grossklaus.david@dorsey.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>		Work Product; Attorney Client	11/3/2021	Correspondence containing work product regarding forbearance agreement and restructuring
1233	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANT7>		Attorney-Client; Work Product	11/3/2021	Correspondence containing and relaying legal advice and work product regarding recharacterization of lease
1234	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client; Work Product	11/3/2021	Correspondence containing legal advice regarding restructuring
1235	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Etra McKinney <Etra.McKinney@lifespacecommunities.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus <grossklaus.david@dorsey.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; John Falldine <John.Falldine@lifespacecommuniti	Attorney-Client; Work Product	11/3/2021	Correspondence containing legal advice regarding bondholder agreements and restructuring

1236	Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>		Attorney-Client	11/3/2021	Correspondence containing legal advice regarding bondholder agreement
1237	David Grossklaus <grossklaus.david@dorsey.com>; Tom Califano [tom.califano@sidley.com]	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>		Attorney-Client	11/3/2021	Correspondence containing legal advice regarding management agreement
1238	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Etra McKinney <Etra.McKinney@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>		Attorney-Client	11/3/2021	Correspondence containing legal advice regarding refinancing
1239	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client	11/3/2021	Correspondence containing legal advice regarding lease agreement
1240	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus <grossklaus.david@dorsey.com>	Attorney-Client; Work Product; Common Interest	11/3/2021	Correspondence requesting and containing legal advice and work product regarding Edgemere disclosure statement
1241				Attorney-Client; Work Product; Common Interest	11/3/2021	Attachment to correspondence requesting and containing legal advice and work product regarding Edgemere disclosure statement
1242				Attorney-Client; Work Product; Common Interest	11/3/2021	Attachment to correspondence requesting and containing legal advice and work product regarding Edgemere disclosure statement
1243	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	11/3/2021	Correspondence containing legal advice regarding forbearance agreement
1244				Attorney-Client	11/3/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1245	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>		Attorney-Client	11/3/2021	Correspondence containing legal advice regarding restructuring
1246				Attorney-Client	11/3/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1247	David Grossklaus <grossklaus.david@dorsey.com>; Tom Califano <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>		Attorney-Client	11/3/2021	Correspondence containing legal advice regarding forbearance agreement
1248				Attorney-Client	11/3/2021	Attachment to correspondence containing legal advice regarding restructuring

1249	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus <grossklaus.david@dorsey.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client; Work Product	11/3/2021	Correspondence containing legal advice regarding forbearance agreement
1250	Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Attorney-Client; Work Product	11/3/2021	Correspondence containing legal advice regarding forbearance agreement
1251				Attorney-Client	11/3/2021	Attachment to correspondence containing legal advice regarding restructuring
1252				Attorney-Client	11/3/2021	Attachment to correspondence containing legal advice regarding restructuring
1253	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	11/3/2021	Correspondence relaying legal advice and work product regarding due diligence
1254				Attorney-Client; Work Product	11/3/2021	Attachment to correspondence relaying legal advice and work product regarding due diligence
1255				Attorney-Client; Work Product	11/3/2021	Attachment to correspondence relaying legal advice and work product regarding due diligence
1256	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client; Work Product	11/4/2021	Correspondence containing legal advice regarding financials
1257	Tim Nevins <Tim.Nevins@LifeSpaceCommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	11/4/2021	Correspondence requesting legal advice regarding restructuring
1258	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	11/5/2021	Correspondence relaying legal advice of outside counsel and in house counsel regarding forbearance agreement
1259	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	11/5/2021	Correspondence containing legal advice regarding Charles Brewer
1260	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; John Falldine <John.Falldine@lifespacecommunities.com>	Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	11/5/2021	Correspondence containing legal advice regarding resident refund

1261	Shandler, Chad <Chad.Shandler@fticonsulting.com>; 'Tom Califano' <tom.califano@sidley.com>; 'David Grossklaus' <grossklaus.david@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client; Work Product	11/5/2021	Correspondence containing legal advice regarding restructuring
1262	John Falldine <John.Falldine@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Ann Joyce <Ann.Joyce@lifespacecommunities.com>	Attorney-Client	11/5/2021	Correspondence containing legal advice regarding resident agreement
1263	John Falldine <John.Falldine@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	11/5/2021	Correspondence containing legal advice regarding resident agreement
1264				Attorney-Client	11/5/2021	Attachment to correspondence containing legal advice regarding resident agreement
1265				Attorney-Client	11/6/2021	Attachment to correspondence containing legal advice regarding resident agreement
1266	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>		Attorney-Client	11/8/2021	Correspondence containing and relaying legal advice regarding resident communications
1267	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Tom Califano <tom.califano@sidley.com>	Attorney-Client	11/8/2021	Correspondence containing legal advice regarding escrow agreement
1268	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Tom Califano <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Attorney-Client; Work Product	11/9/2021	Correspondence containing legal advice regarding escrow agreement
1269	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Tom Califano <tom.califano@sidley.com>	Attorney-Client; Work Product	11/9/2021	Correspondence containing legal advice regarding escrow agreement
1270	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	11/9/2021	Correspondence containing legal advice related to escrow agreement

1271	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	11/9/2021	Correspondence containing legal advice regarding forbearance agreement
1272	Tom Califano <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	11/9/2021	Correspondence containing legal advice regarding refinancing
1273	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommun	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	11/10/2021	Correspondence containing legal advice and work product regarding nondisclosure agreement, escrow agreement, and forbearance agreement
1274	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client	11/10/2021	Correspondence containing legal advice regarding escrow agreement
1275	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Califano, Thomas R. <tom.califano@sidley.com>	David Grossklaus <grossklaus.david@dorsey.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Attorney-Client; Work Product	11/10/2021	Correspondence containing legal advice regarding restructuring and bondholder agreements
1276	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Etra McKinney <Etra.McKinney@lifespacecommuni	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client	11/10/2021	Correspondence requesting legal advice regarding resident agreement
1277	Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	11/10/2021	Correspondence containing legal advice regarding forbearance agreement
1278	Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	11/10/2021	Correspondence containing legal advice regarding refinancing
1279	Tom Califano <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	11/10/2021	Correspondence containing legal advice regarding lease agreement

1280	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/10/2021	Correspondence containing legal advice regarding refinancing
1281	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Etra McKinney <Etra.McKinney@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client	11/10/2021	Correspondence requesting legal advice regarding resident agreement
1282	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/10/2021	Correspondence containing legal advice regarding lease agreement
1283	Ann Powell <Ann.Powell@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/10/2021	Correspondence containing legal advice regarding lease agreement
1284	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/10/2021	Correspondence containing legal advice regarding lease agreement
1285	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	David Grossklaus <grossklaus.david@dorsey.com>; Tom Califano <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Attorney-Client; Work Product	11/10/2021	Correspondence containing legal advice regarding nondisclosure agreement
1286	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	11/10/2021	Correspondence containing legal advice regarding lease agreement
1287	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/10/2021	Correspondence containing legal advice regarding lease agreement
1288				Attorney-Client	11/10/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1289	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF77665ED-JESSE JANTZ>		Attorney-Client; Common Interest	11/11/2021	Correspondence containing legal advice of counsel regarding forbearance agreement
1290	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Tom Califano	Attorney-Client; Work Product	11/11/2021	Correspondence containing legal advice regarding escrow agreement

1291	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	11/11/2021	Correspondence containing legal advice regarding ground lease agreement
1292	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Tom Califano <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Attorney-Client; Work Product	11/11/2021	Correspondence regarding escrow agreement
1293	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/11/2021	Correspondence containing legal advice regarding lease agreement
1294	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client	11/11/2021	Correspondence seeking legal advice regarding forbearance agreement
1295	Tom Califano <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/11/2021	Correspondence containing legal advice regarding lease agreement
1296				Attorney-Client	11/11/2021	Attachment to correspondence containing legal advice regarding escrow agreement
1297				Attorney-Client	11/11/2021	Attachment to correspondence containing legal advice regarding escrow agreement
1298	Tom Califano <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/12/2021	Correspondence containing legal advice regarding forbearance agreement
1299	John Falldine <John.Falldine@lifespacecommunities.com>; Maria Balderas <Maria.Balderas@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Ann Joyce <Ann.Joyce@lifespacecommunities.com>; Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>	Attorney-Client	11/12/2021	Correspondence containing legal advice regarding resident refund
1300	Larry Garcia <lgarcia@garcia-ps.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/12/2021	Correspondence containing legal advice regarding refinancing
1301	Ann Powell <Ann.Powell@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/12/2021	Correspondence containing legal advice regarding lease agreement
1302				Attorney-Client	11/12/2021	Contains work product related to disclosure statement

1303				Attorney-Client; Work Product	11/12/2021	Attachment to correspondence containing legal advice and work product regarding escrow agreement
1304				Attorney-Client	11/12/2021	Document containing attorney work product regarding escrow agreement
1305	Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product; Common Interest	11/14/2021	Correspondence containing legal advice regarding forbearance agreement
1306	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	11/15/2021	Correspondence relaying legal advice from in house and outside counsel regarding financials
1307	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Grossklaus.David@dorsey.com; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunit	Attorney-Client; Work Product; Common Interest	11/15/2021	Correspondence containing legal advice and work product regarding the forbearance agreement
1308	Hoffman, Juliana <jhoffman@sidley.com>; Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	11/15/2021	Correspondence containing legal advice regarding forbearance agreement
1309	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071		Attorney-Client	11/15/2021	Correspondence containing legal advice regarding lease agreement
1310	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>		Attorney-Client	11/15/2021	Correspondence requesting legal advice regarding forbearance agreement

1311	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	11/15/2021	Correspondence containing legal advice regarding lease agreement
1312	John Falldine <John.Falldine@lifespacecommunities.com>; Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	11/15/2021	Correspondence containing legal advice regarding resident agreement
1313	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client	11/15/2021	Correspondence containing legal advice regarding lease agreement
1314				Attorney-Client; Work Product	11/15/2021	Document containing attorney work product regarding escrow agreement
1315	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; David Grossklaus <grossklaus.david@dorsey.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	11/16/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1316	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	11/16/2021	Notes documenting legal advice and work product of in house and outside counsel regarding restructuring and escrow agreement
1317	John Falldine <John.Falldine@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; David Grossklaus <grossklaus.david@dorsey.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	11/16/2021	Correspondence containing legal advice regarding forbearance agreement
1318	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	11/16/2021	Correspondence containing legal advice regarding forbearance agreement
1319	Tom Califano <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	11/16/2021	Correspondence containing legal advice regarding forbearance agreement
1320	Larry Garcia <lgarcia@garcia-ps.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	11/16/2021	Correspondence containing legal advice regarding refinancing

1321	John Falldine <John.Falldine@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/16/2021	Correspondence containing legal advice regarding forbearance agreement
1322	John Falldine <John.Falldine@lifespacecommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; David Grossklaus <grossklaus.david@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	11/16/2021	Correspondence containing legal advice regarding forbearance agreement
1323				Attorney-Client	11/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1324	David Grossklaus <grossklaus.david@dorsey.com>; Tom Califano <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@lifespacecommunities.com>	Attorney-Client	11/16/2021	Correspondence containing legal advice regarding forbearance agreement
1325				Attorney-Client	11/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1326	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C0AE-NICK HARSHF>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	11/17/2021	Correspondence containing legal advice regarding escrow agreement
1327	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client; Common Interest	11/17/2021	Correspondence seeking legal advice regarding nondisclosure agreement
1328				Attorney-Client; Work Product	11/17/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
1329				Attorney-Client; Work Product	11/17/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
1330	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client	11/17/2021	Correspondence containing legal advice regarding forbearance agreement
1331	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	David Grossklaus <grossklaus.david@dorsey.com>; Tom Califano <tom.califano@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>; Chad.Shandler@fticonsulting.com	Attorney-Client; Work Product	11/18/2021	Correspondence containing legal advice regarding forbearance agreement

1332	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/18/2021	Correspondence containing legal advice regarding refinancing
1333	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071 5af515-Sandra Park>		Attorney-Client; Work Product	11/18/2021	Correspondence containing legal advice regarding refinancing
1334	Ann Powell <Ann.Powell@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	11/19/2021	Correspondence requesting legal advice regarding forbearance agreement
1335	Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173 c9af-Nick Harshf>		Attorney-Client	11/19/2021	Correspondence relaying legal advice from outside and in house counsel regarding forbearance agreement
1336	Ann Powell <Ann.Powell@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus	Ann Powell </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=94a634a5f04d4ff586350be2880f3a6d-Ann Powell>	Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Chad Shandler <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	11/19/2021	Correspondence containing legal advice regarding forbearance agreement
1337	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d071 5af515-Sandra Park>		Attorney-Client	11/19/2021	Correspondence containing legal advice regarding restructuring
1338	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Tom Califano <tom.califano@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Etra McKinney <Etra.McKinney@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client	11/19/2021	Correspondence containing legal advice regarding forbearance agreement

1339	Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071FAFF15-SANDRA PARK>	Etra McKinney <Etra.McKinney@lifespacecommunities.com>	Attorney-Client	11/19/2021	Correspondence containing legal advice regarding forbearance agreement
1340	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; Hoffman, Juliana	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	11/20/2021	Correspondence containing legal advice regarding forbearance agreement
1341	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Work Product; Attorney Client	11/20/2021	Correspondence containing work product regarding forbearance agreement
1342	Ann Powell <Ann.Powell@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Hoffman, Juliana	Califano, Thomas R. <tom.califano@sidley.com>	Etra McKinney <Etra.McKinney@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	11/20/2021	Correspondence containing legal advice regarding forbearance agreement
1343	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client	11/21/2021	Correspondence seeking legal advice regarding forbearance agreement
1344				Attorney-Client; Work Product	11/21/2021	Document containing attorney work product regarding restructuring
1345	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	11/22/2021	Correspondence discussing legal advice and work product from outside counsel regarding forbearance agreement
1346	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>		Attorney-Client	11/22/2021	Correspondence requesting legal advice regarding forbearance agreement
1347	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	11/22/2021	Correspondence containing legal advice and work product regarding forbearance
1348				Attorney-Client	11/22/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1349				Attorney-Client; Work Product	11/22/2021	Document containing attorney work product regarding restructuring
1350				Attorney-Client; Work Product	11/22/2021	Document containing attorney work product regarding restructuring
1351				Attorney-Client; Work Product	11/22/2021	Document containing attorney work product regarding restructuring

1352				Attorney-Client; Work Product	11/22/2021	Document containing attorney work product regarding restructuring
1353				Attorney-Client; Work Product	11/22/2021	Document containing attorney work product regarding restructuring
1354	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	11/23/2021	Correspondence containing legal advice and work product regarding lease
1355	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Thomas Califano <tom.califano@sidley.com>; John Falldine <John.Falldine@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	11/23/2021	Correspondence containing work product regarding restructuring
1356	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE15-SANDRA PARK>	Tom Califano <tom.califano@sidley.com>; David Grossklaus <grossklaus.david@dorsey.com>	Attorney-Client; Work Product	11/23/2021	Correspondence containing legal advice regarding forbearance agreement
1357	Hoffman, Juliana <jhoffman@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Persons, Charles M.	Attorney-Client; Work Product	11/23/2021	Correspondence containing legal advice and work product regarding the forbearance agreement
1358				Attorney-Client; Work Product	11/23/2021	Correspondence containing legal advice and work product regarding the forbearance agreement
1359	Chad.Shandler@fticonsulting.com	Grossklaus.David@dorsey.com	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; tom.califano@sidley.com	Attorney-Client; Work Product	11/23/2021	Correspondence containing legal advice regarding forbearance agreement

1360				Attorney-Client	11/23/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1361	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	11/23/2021	Correspondence requesting and containing legal advice and work product regarding restructuring
1362				Attorney-Client	11/23/2021	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
1363	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; John Falldine <John.Falldine@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	11/24/2021	Correspondence containing legal advice regarding financials

1364	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; John Falldine <John.Falldine@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	11/24/2021	Correspondence containing legal advice and work product regarding restructuring
1365	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	11/24/2021	Correspondence containing work product regarding bond refinancing
1366	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	11/24/2021	Correspondence containing legal advice and work product regarding escrow agreement
1367				Attorney-Client	11/24/2021	Correspondence containing legal advice and work product regarding escrow agreement
1368				Attorney-Client	11/24/2021	Document containing attorney work product regarding escrow agreement
1369	Tom Califano <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; Tom Califano	Attorney-Client; Work Product	11/24/2021	Correspondence containing legal advice regarding bondholder agreement
1370	Aaron Rulnick <arulnick@hjsims.com>; Nick Roberts <nroberts@hjsims.com>; Lynn Daly <ldaly@hjsims.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	'Jesse Jantzen' <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	11/24/2021	Correspondence discussing legal advice and work product from outside counsel and attorney-retained advisor regarding restructuring
1371				Attorney-Client; Work Product	11/24/2021	Attachment to correspondence discussing legal advice and work product from outside counsel and attorney-retained advisor regarding restructuring
1372				Attorney-Client; Work Product	11/24/2021	Attachment to correspondence discussing legal advice and work product from outside counsel and attorney-retained advisor regarding restructuring
1373	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client	11/24/2021	Correspondence containing legal advice regarding lease agreement

1374	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	11/24/2021	Correspondence containing legal advice regarding forbearance agreement
1375				Attorney-Client	11/24/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1376				Attorney-Client; Work Product	11/24/2021	Attachment to correspondence relaying work product for the purpose of providing to outside counsel for legal advice regarding Edgemere escrow and refunds
1377	'Hoffman, Juliana' <jhoffman@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAEE1E-SANDRA PARK>	Tom Califano <tom.califano@sidley.com>	Attorney-Client; Work Product	11/24/2021	Correspondence containing legal advice and work product regarding escrow agreement
1378				Attorney-Client; Work Product	11/24/2021	Attachment to correspondence containing legal advice and work product regarding escrow agreement
1379				Attorney-Client; Work Product	11/24/2021	Attachment to correspondence containing legal advice and work product regarding escrow agreement
1380				Attorney-Client; Work Product	11/24/2021	Attachment to correspondence containing legal advice and work product regarding escrow agreement
1381	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client	11/26/2021	Correspondence containing legal advice regarding escrow agreement
1382	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE77665ED-JESSE JANTZ>		Attorney-Client	11/30/2021	Correspondence relaying legal advice of outside counsel regarding forbearance agreement
1383	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	11/30/2021	Correspondence containing legal advice regarding forbearance agreement

1384	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	11/30/2021	Correspondence containing legal advice regarding forbearance agreement
1385				Attorney-Client	11/30/2021	Attachment to correspondence containing legal advice regarding restructuring
1386	Grossklaus.David@dorsey.com; tom.califano@sidley.com; jhoffman@sidley.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AEE15-SANDRA PARK>	jenkins.michael@dorsey.com	Attorney-Client	11/30/2021	Correspondence containing legal advice regarding escrow agreement
1387	Califano, Thomas R. <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AEE15-SANDRA PARK>		Attorney-Client	11/30/2021	Correspondence containing legal advice regarding restructuring
1388	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>		Attorney-Client	11/30/2021	Correspondence containing legal advice regarding forbearance agreement
1389				Attorney-Client	11/30/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1390				Attorney-Client	11/30/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1391				Attorney-Client	11/30/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1392	Hoffman, Juliana <jhoffman@sidley.com>; Tom Califano <tom.califano@sidley.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AEE15-SANDRA PARK>	David Grossklaus <grossklaus.david@dorsey.com>; jenkins.michael@dorsey.com	Attorney-Client	11/30/2021	Correspondence containing legal advice regarding lease agreement
1393				Attorney-Client	11/30/2021	Attachment to correspondence containing legal advice regarding escrow agreement
1394				Attorney-Client	11/30/2021	Attachment to correspondence containing legal advice regarding escrow agreement
1395	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	David Grossklaus <grossklaus.david@dorsey.com>; jenkins.michael@dorsey.com	Attorney-Client	11/30/2021	Correspondence containing legal advice regarding lease agreement
1396				Attorney-Client	11/30/2021	Attachment to correspondence containing legal advice regarding escrow agreement

1397	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.co	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	11/30/2021	Correspondence containing legal advice regarding restructuring
1398				Attorney-Client	11/30/2021	Attachment to correspondence containing legal advice regarding restructuring
1399	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	11/30/2021	Correspondence containing legal advice regarding restructuring
1400				Attorney-Client	11/30/2021	Correspondence containing legal advice regarding restructuring
1401	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	12/1/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1402	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	12/1/2021	Correspondence containing legal advice regarding forbearance agreement

1403	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Hoffman, Juliana	Attorney-Client; Work Product	12/1/2021	Correspondence containing legal advice regarding forbearance agreement
1404	Califano, Thomas R. <tom.califano@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Hoffman, Juliana <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	12/1/2021	Correspondence containing legal advice regarding restructuring
1405	Califano, Thomas R. <tom.califano@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Hoffman, Juliana <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	12/1/2021	Correspondence requesting and containing legal advice regarding forbearance
1406	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Hoffman, Juliana <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	12/2/2021	Correspondence containing legal advice regarding forbearance agreement
1407	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	12/2/2021	Correspondence containing legal advice regarding bondholder meeting

1408	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Hoffman, Juliana	Attorney-Client; Work Product; Common Interest	12/2/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1409	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Califano, Thomas R. <tom.califano@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Hoffman, Juliana <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	12/2/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1410	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client	12/2/2021	Correspondence seeking legal advice regarding forbearance agreement
1411	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product; Common Interest	12/2/2021	Correspondence containing legal advice, regarding forbearance agreement
1412				Attorney-Client; Work Product; Common Interest	12/2/2021	Attachment to correspondence containing legal advice, regarding forbearance agreement
1413				Attorney-Client; Work Product; Common Interest	12/2/2021	Attachment to correspondence containing legal advice, regarding forbearance agreement

1414	Califano, Thomas R. <tom.califano@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Hoffman, Juliana	Attorney-Client; Work Product; Common Interest	12/2/2021	Correspondence containing legal advice regarding forbearance agreement
1415				Attorney-Client; Work Product; Common Interest	12/2/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1416	Hoffman, Juliana <jhoffman@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	12/2/2021	Correspondence containing legal advice regarding escrow agreement
1417				Attorney-Client	12/2/2021	Attachment to correspondence containing legal advice regarding escrow agreement
1418	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Hoffman, Juliana	Attorney-Client; Work Product; Common Interest	12/3/2021	Correspondence containing legal advice regarding forbearance agreement
1419	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Califano, Thomas R. <tom.califano@sidley.com>	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Hoffman, Juliana	Attorney-Client; Work Product; Common Interest	12/3/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1420				Attorney-Client; Work Product	12/3/2021	Attachment to correspondence discussing legal advice and work product regarding restructuring
1421	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Hoffman, Juliana	Attorney-Client; Work Product; Common Interest	12/3/2021	Correspondence containing legal advice regarding forbearance agreement

1422	Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	12/3/2021	Correspondence containing legal advice regarding lease agreement
1423	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	David Grossklaus <grossklaus.david@dorsey.com>; Tom Califano <tom.califano@sidley.com>; jenkins.michael@dorsey.com	Attorney-Client	12/3/2021	Correspondence containing legal advice regarding restructuring
1424	Grossklaus.David@dorsey.com; tom.califano@sidley.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Chad.Shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; jhoffman@sidley.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Roberta.Probber@fticonsulting.com; Jill.Shapiro@fticonsulting.com	Attorney-Client; Work Product	12/5/2021	Correspondence containing legal advice and work product regarding forbearance
1425	Califano, Thomas R. <tom.califano@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Hoffman, Juliana <jhoffman@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	12/5/2021	Correspondence containing legal advice regarding forbearance agreement
1426				Attorney-Client	12/5/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1427	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client; Work Product	12/6/2021	Correspondence relaying legal advice and work product from outside counsel and attorney-retained advisor regarding forbearance agreement
1428	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Work Product; Attorney Client	12/6/2021	Correspondence relaying legal advice and work product of outside counsel and attorney-retained advisor regarding financials

1429	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Work Product	12/6/2021	Correspondence relaying legal advice from outside counsel regarding restructuring
1430	Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	12/6/2021	Correspondence containing legal advice regarding forbearance agreement
1431				Attorney-Client	12/6/2021	Correspondence containing legal advice regarding forbearance agreement
1432				Attorney-Client	12/6/2021	Correspondence containing legal advice regarding forbearance agreement
1433	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	12/6/2021	Correspondence containing legal advice regarding forbearance agreement
1434				Attorney-Client	12/6/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1435				Attorney-Client	12/6/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1436	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	12/7/2021	Correspondence containing legal advice regarding restructuring
1437				Attorney-Client	12/7/2021	Attachment to correspondence containing legal advice regarding restructuring
1438	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	12/7/2021	Correspondence relaying legal advice and work product of in house and outside counsel regarding restructuring
1439				Attorney-Client; Work Product	12/7/2021	Attachment to correspondence relaying legal advice and work product of in house and outside counsel regarding restructuring

1440	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	12/9/2021	Correspondence containing legal advice regarding forbearance agreement
1441	Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	'Jesse Jantzen' <Jesse.Jantzen@lifespacecommunities.com>; 'Heidi Leavengood (Heidi.Leavengood@lifespacecommunities.com)' <Heidi.Leavengood@lifespacecommunities.com>; 'Sandra Parker' <Sandra.Parker@lifespacecommunities.com>; LifespaceGC <LifespaceGC@LifeSpaceCommuniti	Attorney-Client; Work Product	12/9/2021	Correspondence containing legal advice regarding lease
1442	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client; Work Product	12/9/2021	Correspondence containing legal advice and work product regarding restructuring and forbearance agreement
1443	LifespaceGC <LifespaceGC@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	12/9/2021	Correspondence containing legal advice regarding escrow agreement
1444				Attorney-Client	12/9/2021	Attachment to correspondence containing legal advice regarding escrow agreement
1445				Attorney-Client	12/9/2021	Correspondence containing legal advice regarding escrow agreement
1446	Hoffman, Juliana <jhoffman@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Steve Owens <Steve.Owens@lifespacecommuniti	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	12/9/2021	Correspondence containing legal advice regarding forbearance agreement
1447				Work Product	12/9/2021	Correspondence containing work product regarding financial projections
1448				Work Product	12/9/2021	Correspondence containing work product regarding financial projections

1449	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@LifeSpaceCommunities.com>; tom.califano@sidley.com; jenkins.michael@dorsey.com	Attorney-Client	12/10/2021	Correspondence requesting legal advice regarding lease discussion
1450	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	David Grossklaus <grossklaus.david@dorsey.com>; Tom Califano <tom.califano@sidley.com>; jenkins.michael@dorsey.com	Attorney-Client	12/10/2021	Correspondence containing legal advice regarding restructuring
1451	John Falldine <John.Falldine@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R.	Attorney-Client; Work Product	12/13/2021	Correspondence requesting and containing legal advice regarding escrow agreement
1452	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	12/14/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1453	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	12/14/2021	Correspondence containing legal advice regarding forbearance agreement
1454	Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	12/14/2021	Correspondence containing legal advice regarding forbearance agreement
1455	Ann Powell <Ann.Powell@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Ann Powell </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=94a634a5f04d4ff586350be2880f3a6d-Ann Powell>	Grossklaus.David@dorsey.com <grossklaus.david@dorsey.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	12/14/2021	Correspondence containing legal advice regarding restructuring

1456	John Falldine <John.Falldine@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>; Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>	Attorney-Client	12/14/2021	Correspondence containing legal advice regarding lease agreement
1457	Hoffman, Juliana <jhoffman@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2EB515D-JOHN FALLDI>	Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCom	Attorney-Client; Work Product	12/14/2021	Correspondence requesting and containing legal advice regarding escrow agreement
1458	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client; Work Product	12/16/2021	Correspondence requesting legal advice regarding lease
1459	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>		Attorney-Client	12/16/2021	Correspondence containing legal advice regarding lease agreement
1460	John Falldine <John.Falldine@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF15-SANDRA PARK>	Heidi Leavengood <Heidi.Leavengood@lifespacecommunities.com>	Attorney-Client	12/16/2021	Correspondence containing legal advice regarding lease agreement
1461				Attorney-Client	12/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1462				Attorney-Client	12/16/2021	Correspondence containing legal advice regarding notice of acceleration
1463				Attorney-Client; Work Product	12/16/2021	Document containing attorney work product regarding escrow agreement
1464	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Juliana Hoffman via DocuSign <dse_na2@docusign.net>		Attorney-Client	12/17/2021	Correspondence containing work product regarding the forbearance agreement
1465	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Juliana Hoffman via DocuSign <dse_na2@docusign.net>		Attorney-Client	12/17/2021	Correspondence containing legal advice regarding forbearance agreement
1466	Juliana Hoffman <jhoffman@sidley.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Grossklaus.David@dorsey.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	12/17/2021	Correspondence seeking legal advice regarding forbearance agreement

1467	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Grossklaus.David@dorsey.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	12/17/2021	Correspondence containing legal advice regarding lease agreement
1468	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client	12/17/2021	Correspondence containing legal advice regarding refinancing
1469				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1470				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1471				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1472				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1473				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1474				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1475				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1476				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1477				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1478				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1479				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1480				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1481				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1482				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1483				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1484				Attorney-Client	12/17/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1485	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product; Common Interest	12/17/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1486				Attorney-Client; Work Product; Common Interest	12/17/2021	Attachment to correspondence containing legal advice and work product regarding forbearance agreement

1487	John Falldine <John.Falldine@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C0AE-NICK HARSHF>		Attorney-Client; Work Product	12/19/2021	Correspondence relaying legal advice and work product of outside counsel regarding escrow agreement
1488	Heidi Leavengood (Heidi.Leavengood@lifespacecommunities.com) <Heidi.Leavengood@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C0AE-NICK HARSHF>		Attorney-Client	12/19/2021	Correspondence relaying legal advice from outside and in house counsel regarding escrow agreement
1489				Attorney-Client	12/19/2021	Correspondence relaying legal advice from outside and in house counsel regarding escrow agreement
1490				Attorney-Client	12/19/2021	Correspondence relaying legal advice from outside and in house counsel regarding escrow agreement
1491				Attorney-Client	12/19/2021	Correspondence relaying legal advice from outside and in house counsel regarding escrow agreement
1492	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C0AE-NICK HARSHF>		Attorney-Client; Work Product; Common Interest	12/20/2021	Correspondence relaying legal advice and work product of outside counsel regarding forbearance agreement
1493	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>		Attorney-Client	12/20/2021	Correspondence relaying legal advice from in house counsel and outside counsel regarding financials
1494	John Falldine <John.Falldine@lifespacecommunities.com>	Chris Silasavage </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B31FCF259B4340F49A55545F82652EB7-CHRIS SILAS>		Attorney-Client	12/21/2021	Correspondence containing legal advice regarding escrow agreement
1495	Joel Hernandez <Joel.Hernandez@lifespacecommunities.com>; Martha Holloway <Martha.Holloway@lifespacecommunities.com>; Leslie DoranSparacino <Leslie.DoranSparacino@LifeSpaceCommunities.com>	Chris Silasavage </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B31FCF259B4340F49A55545F82652EB7-CHRIS SILAS>	John Falldine <John.Falldine@lifespacecommunities.com>; Maria Balderas <Maria.Balderas@lifespacecommunities.com>	Attorney-Client	12/21/2021	Correspondence containing legal advice regarding escrow agreement
1496				Attorney-Client	12/21/2021	Document containing attorney work product regarding escrow agreement
1497				Attorney-Client	12/21/2021	Document containing attorney work product regarding escrow agreement
1498	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	12/22/2021	Notes in preparation for obtaining legal advice and work product regarding restructuring
1499	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Juliana Hoffman via DocuSign <dse_na2@docusign.net>		Attorney-Client; Work Product	12/22/2021	Correspondence containing legal advice and work product regarding forbearance agreement

1500	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Attorney-Client; Common Interest	12/22/2021	Correspondence containing legal advice regarding forbearance agreement and side letter
1501	Hoffman, Juliana <jhoffman@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client; Common Interest	12/22/2021	Correspondence containing legal advice regarding forbearance agreement
1502	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Juliana Hoffman via DocuSign <dse_na2@docusign.net>		Attorney-Client	12/22/2021	Correspondence containing legal advice regarding forbearance agreement
1503	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Juliana Hoffman via DocuSign <dse_na2@docusign.net>		Attorney-Client; Work Product	12/22/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1504	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Juliana Hoffman via DocuSign <dse_na2@docusign.net>		Attorney-Client	12/22/2021	Correspondence containing legal advice regarding forbearance agreement
1505	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Attorney-Client; Work Product; Common Interest	12/22/2021	Correspondence containing legal advice and work product regarding forbearance agreement and side letter
1506	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCom	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	12/22/2021	Correspondence containing legal advice regarding financials

1507	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Califano, Thomas R. <tom.califano@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product; Common Interest	12/22/2021	Correspondence containing legal advice and work product regarding forbearance agreement and side letter
1508	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	12/22/2021	Correspondence containing legal advice regarding nondisclosure agreement
1509	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommuni	Hoffman, Juliana <jhoffman@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Common Interest	12/22/2021	Correspondence containing legal advice from counsel regarding refinancing
1510				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1511	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommuni	Hoffman, Juliana <jhoffman@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client	12/22/2021	Correspondence containing legal advice regarding refinancing
1512				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1513				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1514				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1515				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1516				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1517				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1518				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1519				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1520				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1521				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1522				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1523				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement

1524				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1525				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1526				Attorney-Client	12/22/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreement
1527				Attorney-Client; Work Product	12/22/2021	Attachment to correspondence containing legal advice regarding restructuring
1528				Attorney-Client; Work Product	12/22/2021	Attachment to correspondence containing legal advice regarding restructuring
1529	David Grossklaus <grossklaus.david@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D071EAFF1E-SANDRA PARK>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	12/22/2021	Correspondence containing legal advice regarding draft resident disclosures
1530				Attorney-Client; Work Product	12/22/2021	Attachment to correspondence containing legal advice regarding draft resident disclosures
1531				Attorney-Client; Work Product	12/22/2021	Attachment to correspondence containing legal advice regarding draft resident disclosures
1532	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC25BE15D-JOHN FALLDI>		Attorney-Client	12/22/2021	Correspondence relaying legal advice regarding escrow agreement
1533				Attorney-Client; Work Product	12/22/2021	Contains work product related to escrow agreement
1534				Attorney-Client; Work Product	12/22/2021	Contains work product related to escrow agreement
1535	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; John Falldine <John.Falldine@lifespacecommunities.com>	Chris Silasavage </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B31FCF259B4340F49A55545F82652FB7-CHRIS SILAS>		Attorney-Client	12/22/2021	Correspondence containing legal advice regarding escrow agreement
1536	Ann Powell <Ann.Powell@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; tom.califano@sidley.com; chad.shandler@fticonsulting.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	12/23/2021	Correspondence containing legal advice regarding
1537	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	12/23/2021	Correspondence containing legal advice regarding forbearance agreement

1538	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; 'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>	Califano, Thomas R. <tom.califano@sidley.com>	Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	12/23/2021	Correspondence containing legal advice and work product regarding ongoing litigation
1539	Hoffman, Juliana <jhoffman@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; 'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>	Califano, Thomas R. <tom.califano@sidley.com>	Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	12/23/2021	Correspondence containing legal advice and work product regarding restructuring
1540				Attorney-Client; Work Product	12/23/2021	Attachment to correspondence containing legal advice and work product regarding restructuring
1541	John Falldine <John.Falldine@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF776655D-JESSE JANTZ>		Attorney-Client	12/24/2021	Correspondence relaying legal advice of outside counsel regarding forbearance agreement
1542	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF776655D-JESSE JANTZ>		Attorney-Client	12/24/2021	Correspondence containing legal advice regarding forbearance agreement
1543	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; John Falldine <John.Falldine@lifespacecommunities.com>	Mary Ann Gillette <MaryAnn.Gillette@lifespacecommunities.com>	Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; John Robertson <John.Robertson@LifeSpaceCommu	Attorney-Client	12/24/2021	Correspondence relaying legal advice and work product of outside counselregarding forbearance agreement
1544	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client	12/27/2021	Correspondence containing legal advice regarding forbearance agreement

1545	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Ann Powell </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=94a634a5f04d4ff586350be2880f3a6d-Ann Powell> on behalf of Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6F		Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1546	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommuni	Hoffman, Juliana <jhoffman@sidley.com>	Persons, Charles M. <cpersons@sidley.com>	Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1547				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1548				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1549				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1550				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1551				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1552				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1553				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1554				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1555				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1556				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1557				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1558				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1559				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1560				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1561				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1562				Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1563				Attorney-Client	12/27/2021	Attachment to correspondence containing legal advice regarding forbearance agreement

1564	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; chad.shandler@fticonsulting.com; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Grossklaus.David@dorsey.com	Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product; Common Interest	12/27/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1565				Attorney-Client; Work Product; Common Interest	12/27/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1566				Attorney-Client; Work Product; Common Interest	12/27/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1567				Work Product; Attorney Client	12/27/2021	Document containing attorney work product regarding forbearance
1568	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of DocuSign via DocuSign <dse_na2@docusign.net>		Attorney-Client	12/28/2021	Correspondence containing work product regarding forbearance agreement
1569	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of DocuSign via DocuSign <dse_na2@docusign.net>		Attorney-Client	12/28/2021	Correspondence regarding forbearance agreement
1570	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	12/29/2021	Correspondence relaying legal advice regarding forbearance agreement
1571	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	12/29/2021	Correspondence containing legal advice regarding forbearance agreement
1572	John Falldine <John.Falldine@lifespacecommunities.com>; Mary Ann Gillette <MaryAnn.Gillette@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>; Susan Straub <Susan.Straub@lifespacecommuniti	Attorney-Client	12/30/2021	Correspondence relaying legal advice of outside counsel regarding forbearance agreement
1573	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Hoffman, Juliana <jhoffman@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Grossklaus.David@dorsey.com; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product; Common Interest	12/30/2021	Correspondence containing legal advice and work product regarding forbearance agreement

1574	Hoffman, Juliana <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product; Common Interest	12/30/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1575	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF77665FD-JESSE JANTZ>		Attorney-Client	12/30/2021	Correspondence containing legal advice regarding forbearance communications
1576	Grossklaus.David@dorsey.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Darla Joens <Darla.Joens@lifespacecommunities.com>	Tim Nevins <Tim.Nevins@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	12/30/2021	Correspondence containing legal advice regarding financials
1577	Darla Joens <Darla.Joens@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Tim Nevins <Tim.Nevins@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>		Attorney-Client; Work Product	12/30/2021	Correspondence containing legal advice and work product regarding financials
1578	Ann Powell <Ann.Powell@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Tom Califano <tom.califano@sidley.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; David Grossklaus <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Ann Powell </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=94A634A5F04D4FF586350BE2880F3A6D-ANN POWELL>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; jenkins.michael@dorsey.com	Attorney-Client; Work Product	12/30/2021	Correspondence requesting legal advice regarding forbearance
1579	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF77665FD-JESSE JANTZ>		Attorney-Client; Common Interest	12/30/2021	Correspondence relaying legal advice regarding forbearance agreement

1580	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; tom.califano@sidley.com; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Ann Powell <Ann.Powell@lifespacecommunities	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	jhoffman@sidley.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; cpersons@sidley.com	Attorney-Client; Work Product; Common Interest	12/30/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1581	Califano, Thomas R. <tom.califano@sidley.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	12/30/2021	Correspondence soliciting legal advice regarding lease agreement
1582				Attorney-Client; Work Product	12/30/2021	Attachment to correspondence soliciting legal advice regarding lease agreement
1583				Attorney-Client	12/30/2021	Attachment to correspondence soliciting legal advice regarding lease agreement
1584	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Califano, Thomas R. <tom.califano@sidley.com>; Chad.Shandler@fticonsulting.com; Ann Powell <Ann.Powell@lifespacecommunities	Hoffman, Juliana <jhoffman@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Roberta.Probber@fticonsulting.com; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product; Common Interest	12/30/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1585				Attorney-Client	12/30/2021	Attachment to correspondence containing work product regarding forbearance agreement
1586				Attorney-Client; Work Product; Common Interest	12/30/2021	Attachment to correspondence containing work product regarding forbearance agreement
1587	Susan Straub <Susan.Straub@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF57766FFD-JESSE JANTZ>		Attorney-Client; Work Product; Common Interest	12/30/2021	Correspondence relaying legal advice and work product of in house and outside counsel regarding forbearance
1588				Attorney-Client; Work Product; Common Interest	12/30/2021	Attachment to correspondence relaying legal advice and work product of in house and outside counsel regarding forbearance

1589	Califano, Thomas R. <tom.califano@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Grossklaus.David@dorsey.com; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product; Common Interest	12/30/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1590				Attorney-Client; Work Product; Common Interest	12/30/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1591	John Falldine <John.Falldine@lifespacecommunities.com>; Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>	Heidi Leavengood </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9076d85eb4484916a2f54b24afc		Attorney-Client; Work Product	12/30/2021	Correspondence discussing legal advice from outside counsel and attorney-retained consultant regarding forbearance agreement
1592	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Califano, Thomas R. <tom.califano@sidley.com>; Chad.Shandler@fticonsulting.com; Ann Powell <Ann.Powell@lifespacecommunities	Hoffman, Juliana <jhoffman@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Roberta.Probber@fticonsulting.com; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product; Common Interest	12/30/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1593				Attorney-Client; Work Product; Common Interest	12/30/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1594				Attorney-Client; Work Product; Common Interest	12/30/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1595				Attorney-Client; Work Product; Common Interest	12/30/2021	Correspondence containing legal advice and work product regarding forbearance agreement
1596	Maria Medici <Maria.Medici@lifespacecommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunities.com>	Chris Lynn </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=39B479A3A39D44C8976E62E		Attorney-Client	12/30/2021	Correspondence relaying legal advice of outside counsel regarding restructuring

1597	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Mary Ann Gillette <MaryAnn.Gillette@lifespacecommunities.com>; John Robertson <John.Robertson@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Attorney-Client	12/31/2021	Correspondence containing legal advice regarding forbearance agreement
1598	John Falldine <John.Falldine@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Mary Ann Gillette <MaryAnn.Gillette@lifespacecommunities.com>; John Robertson <John.Robertson@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Attorney-Client	12/31/2021	Correspondence relaying legal advice and work product of outside counsel regarding the forbearance agreement
1599				Work Product; Attorney Client	12/31/2021	Attachment to correspondence relaying legal advice and work product of outside counsel regarding the forbearance agreement
1600				Attorney-Client	12/31/2021	Correspondence relaying legal advice and work product of outside counsel regarding the forbearance agreement
1601	Steve Owens <Steve.Owens@lifespacecommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; John Falldine <John.Falldine@lifespacecommuniti	Attorney-Client; Work Product	1/3/2022	Correspondence discussing legal advice and work product from outside counsel regarding bondholder agreement
1602	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of DocuSign via DocuSign <dse_na2@docusign.net>		Attorney-Client	1/4/2022	Correspondence containing legal advice regarding forbearance agreement
1603	Chad.Shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; tom.califano@sidley.com	Grossklaus.David@dorsey.com		Attorney-Client; Work Product	1/4/2022	Correspondence containing legal advice and work product regarding lease
1604				Attorney-Client; Work Product	1/4/2022	Attachment to correspondence containing legal advice and work product regarding lease
1605				Attorney-Client; Work Product	1/4/2022	Attachment to correspondence containing legal advice and work product regarding lease

1606	Grossklaus.David@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE77665ED-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	1/5/2022	Correspondence containing legal advice and work product regarding nondisclosure agreement
1607	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF> on behalf of Hoffman, Juliana		Attorney-Client; Work Product	1/5/2022	Correspondence containing legal advice and work product regarding nondisclosure agreement
1608	Grossklaus.David@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE77665ED-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	1/5/2022	Correspondence containing legal advice regarding bondholder agreements
1609	jhoffman@sidley.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; tom.califano@sidley.com; cpersons@sidley.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	1/5/2022	Correspondence containing legal advice regarding bondholder nondisclosure agreement
1610	Califano, Thomas R. <tom.califano@sidley.com>; Grossklaus.David@dorsey.com; Hoffman, Juliana <jhoffman@sidley.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	1/5/2022	Correspondence containing legal advice regarding nondisclosure agreement

1611	Tom Califano <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	David Grossklaus <Grossklaus.David@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	1/5/2022	Correspondence requesting legal advice regarding forbearance agreement
1612	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	1/5/2022	Correspondence requesting legal advice regarding forbearance
1613				Attorney-Client	1/5/2022	Attachment to correspondence requesting legal advice regarding forbearance
1614	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Steve Owens <Steve.Owens@lifespacecommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>; John Falldine <John.Falldine@lifespacecommunities.com>	Work Product	1/6/2022	Correspondence containing work product regarding financials
1615				Work Product	1/6/2022	Attachment to correspondence containing work product regarding financials
1616	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; tom.califano@sidley.com	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; jenkins.michael@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	1/7/2022	Correspondence containing legal advice regarding forbearance agreement
1617	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	1/7/2022	Correspondence requesting legal advice of outside counsel regarding restructuring
1618	Califano, Thomas R. <tom.califano@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client	1/7/2022	Correspondence containing legal advice and work product regarding restructuring
1619	Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	1/8/2022	Correspondence containing legal advice regarding lease

1620	Califano, Thomas R. <tom.califano@sidley.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood (Heidi.Leavengood@lifespacecommunities.com) <Heidi.Leavengood@lifespacecommunities.com>	Attorney-Client; Work Product	1/8/2022	Correspondence between Edgemere and Lifespace representatives and outside counsel containing legal advice regarding landlord
1621				Attorney-Client	1/8/2022	Correspondence containing legal advice regarding landlord
1622				Attorney-Client	1/8/2022	Correspondence containing legal advice regarding landlord
1623				Attorney-Client	1/8/2022	Correspondence containing legal advice regarding landlord
1624				Attorney-Client	1/8/2022	Correspondence containing legal advice regarding landlord
1625				Attorney-Client	1/8/2022	Correspondence containing legal advice regarding landlord
1626				Attorney-Client	1/8/2022	Correspondence containing legal advice regarding landlord
1627				Attorney-Client	1/8/2022	Correspondence containing legal advice regarding landlord
1628	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>; Heidi Leavengood (Heidi.Leavengood@lifespacecommunities.com) <Heidi.Leavengood@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	1/8/2022	Correspondence conveying legal advice from outside counsel regarding lease agreement
1629				Attorney-Client	1/8/2022	Attachment to correspondence conveying legal advice from outside counsel regarding lease agreement
1630				Attorney-Client	1/8/2022	Attachment to correspondence conveying legal advice from outside counsel regarding lease agreement
1631				Attorney-Client	1/8/2022	Attachment to correspondence conveying legal advice from outside counsel regarding lease agreement
1632				Attorney-Client	1/8/2022	Attachment to correspondence conveying legal advice from outside counsel regarding lease agreement
1633				Attorney-Client	1/8/2022	Attachment to correspondence conveying legal advice from outside counsel regarding lease agreement
1634				Attorney-Client	1/8/2022	Attachment to correspondence conveying legal advice from outside counsel regarding lease agreement
1635				Attorney-Client	1/8/2022	Attachment to correspondence conveying legal advice from outside counsel regarding lease agreement
1636	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Work Product	1/9/2022	Correspondence containing work product regarding forbearance agreement
1637	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>; Grossklaus.David@dorsey.com; Persons, Charles M.	Attorney-Client; Work Product; Common Interest	1/9/2022	Correspondence containing legal advice and work product regarding forbearance agreement

1638	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	1/9/2022	Correspondence containing legal advice and work product regarding bond refinancing
1639	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product; Common Interest	1/9/2022	Correspondence containing legal advice and work product regarding first amendment to forbearance agreement
1640	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product; Common Interest	1/9/2022	Correspondence containing legal advice and work product regarding forbearance agreement
1641	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>		Attorney-Client	1/10/2022	Correspondence relaying legal advice of outside counsel pertaining to dispute with Landlord
1642	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; David Grossklaus <grossklaus.david@dorsey.com>	Hoffman, Juliana <jhoffman@sidley.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; jenkins.michael@dorsey.com; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	1/11/2022	Correspondence containing legal advice regarding letter response to landlord
1643	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; David Grossklaus <grossklaus.david@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; jenkins.michael@dorsey.com; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	1/11/2022	Correspondence requesting legal advice regarding nondisclosure agreements

1644	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; David Grossklaus <grossklaus.david@dorsey.com>	Califano, Thomas R. <tom.califano@sidley.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; jenkins.michael@dorsey.com; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	1/11/2022	Correspondence containing legal advice regarding nondisclosure agreement
1645	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; 'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>	Hoffman, Juliana <jhoffman@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	1/11/2022	Correspondence containing legal advice regarding notice of nonpayment
1646	Hoffman, Juliana <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Persons, Charles M. <cpersons@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>; Garvey, Jackson	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	1/11/2022	Correspondence containing legal advice regarding bankruptcy filings
1647	Garvey, Jackson <jgarvey@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Persons, Charles M. <cpersons@sidley.com>; Califano, Thomas R.	Garvey, Jackson <jgarvey@sidley.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	1/11/2022	Correspondence containing legal advice regarding bankruptcy filings
1648	Garvey, Jackson <jgarvey@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Persons, Charles M.	Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	1/11/2022	Correspondence containing legal advice regarding bankruptcy filings
1649	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client; Work Product	1/11/2022	Correspondence containing legal advice regarding threatened litigation
1650				Attorney-Client; Work Product	1/11/2022	Attachment to correspondence containing legal advice regarding threatened litigation

1651	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Persons, Charles M. <cpersons@sidley.com>; Califano, Thomas R.	Garvey, Jackson <jgarvey@sidley.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	1/11/2022	Correspondence containing legal advice regarding bankruptcy filings
1652				Attorney-Client; Work Product	1/11/2022	Attachment to correspondence containing legal advice regarding bankruptcy filings
1653	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Chris Lynn </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=39B479A3A39D44C8976E62E94E7B6B28-CHRIS LYNN>		Attorney-Client	1/11/2022	Correspondence relaying legal advice of outside counsel regarding restructuring
1654	Michael Jenkins <jenkins.michael@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	1/12/2022	Correspondence requesting legal advice and work product regarding resident disclosure statement
1655	Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; jenkins.michael@dorsey.com; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	1/12/2022	Correspondence containing legal advice regarding restructuring
1656	Grossklaus.David@dorsey.com; tom.califano@sidley.com	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; jhoffman@sidley.com	Attorney-Client; Work Product	1/12/2022	Correspondence containing legal advice regarding forbearance agreement

1657	Ann Powell <Ann.Powell@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; jenkins.michael@dorsey.com; 'Chad Shandler' <chad.shandler@fticonsulting.com>; Tom Califano	Ann Powell </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=94a634a5f04d4ff586350be2880f3a6d-Ann Powell>	jhoffman@sidley.com	Attorney-Client; Work Product	1/12/2022	Correspondence reflecting legal advice regarding forbearance
1658	Tom Califano <tom.califano@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF57766FFD-JESSE JANTZ>		Attorney-Client	1/12/2022	Correspondence requesting legal advice regarding resident nondisclosure agreements
1659	tom.califano@sidley.com; Chad.Shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>;	Grossklaus.David@dorsey.com	jhoffman@sidley.com	Attorney-Client; Work Product	1/12/2022	Correspondence containing legal advice and work product regarding the forbearance agreement
1660	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Juliana Hoffman <jhoffman@sidley.com>; Chad Shandler <chad.shandler@fticonsulting.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	1/12/2022	Correspondence containing legal advice regarding restructuring

1661	Ann Powell <Ann.Powell@lifespacecommunities.com>; Grossklaus.David@dorsey.com; tom.califano@sidley.com; Chad.Shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>;	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	jhoffman@sidley.com	Attorney-Client; Work Product	1/12/2022	Correspondence containing legal advice and work product regarding forbearance agreement
1662	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	1/12/2022	Correspondence containing legal advice regarding forbearance agreement
1663	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; tom.califano@sidley.com; Chad.Shandler@fticonsulting.com; LifespaceGC <LifespaceGC@lifespacecommunitie	Ann Powell <Ann.Powell@lifespacecommunities.com>	jhoffman@sidley.com	Attorney-Client; Work Product	1/12/2022	Correspondence containing legal advice and work product regarding forbearance agreement
1664	Grossklaus.David@dorsey.com; Chad.Shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>;	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	1/12/2022	Correspondence containing legal advice regarding forbearance agreement
1665	Tom Califano <tom.califano@sidley.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	1/12/2022	Correspondence containing legal advice regarding restructuring

1666	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; David Grossklaus <grossklaus.david@dorsey.com>	Hoffman, Juliana <jhoffman@sidley.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; jenkins.michael@dorsey.com; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	1/12/2022	Correspondence requesting and containing legal advice and work product regarding the forbearance agreement
1667				Attorney-Client	1/12/2022	Attachment to correspondence requesting and containing legal advice and work product regarding the forbearance agreement
1668				Work Product; Attorney Client	1/12/2022	Attachment to correspondence requesting and containing legal advice and work product regarding the forbearance agreement
1669				Work Product; Attorney Client	1/12/2022	Attachment to correspondence requesting and containing legal advice and work product regarding the forbearance agreement
1670	Ann Powell <Ann.Powell@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Chad.Shandler@fticonsulting.com; LifespaceGC <LifespaceGC@lifespacecommunitie	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	1/12/2022	Correspondence containing legal advice regarding forbearance
1671				Attorney-Client	1/12/2022	Attachment to correspondence containing legal advice regarding forbearance
1672	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; jenkins.michael@dorsey.com; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	1/12/2022	Correspondence containing legal advice regarding nondisclosure agreements
1673				Attorney-Client	1/12/2022	Attachment to correspondence containing legal advice regarding nondisclosure agreements

1674	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad.Shandler@fticonsulting.com	Hoffman, Juliana <jhoffman@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Persons, Charles M. <cpersons@sidley.com>; jenkins.michael@dorsey.com; Roberta.Probber@fticonsulting.com	Attorney-Client; Work Product	1/12/2022	Correspondence containing legal advice regarding restructuring
1675				Attorney-Client; Work Product	1/12/2022	Correspondence containing legal advice regarding restructuring
1676	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Persons, Charles M. <cpersons@sidley.com>; Califano, Thomas R.	Garvey, Jackson <jgarvey@sidley.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	1/12/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
1677				Attorney-Client; Work Product	1/12/2022	Attachment to correspondence containing legal advice and work product regarding bankruptcy filings
1678				Attorney-Client; Work Product	1/12/2022	Attachment to correspondence containing legal advice and work product regarding bankruptcy filings
1679	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	1/13/2022	Notes relaying legal advice and work product of outside counsel regarding restructuring
1680	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C0AE-NICK HARSHF>		Attorney-Client	1/13/2022	Correspondence requesting legal advice regarding resident deposit
1681	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C0AE-NICK HARSHF>		Attorney-Client	1/13/2022	Correspondence containing legal advice regarding entrance fees
1682	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; John Falldine <John.Falldine@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>	Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client	1/13/2022	Calendar invite reflecting request for legal advice regarding restructuring and resident communications

1683	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>		Attorney-Client; Work Product	1/13/2022	Internal correspondence containing legal advice of outside counsel
1684	Tom Califano <tom.califano@sidley.com>; John Falldine <John.Falldine@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client	1/13/2022	Correspondence containing legal advice regarding restructuring
1685	John Falldine <John.Falldine@lifespacecommunities.com>; Chris Soden <Chris.Soden@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	1/13/2022	Correspondence discussing legal advice from outside counsel regarding restructuring
1686				Attorney-Client; Work Product	1/13/2022	Attachment to correspondence discussing legal advice from outside counsel regarding restructuring
1687	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	1/13/2022	Correspondence requesting legal advice regarding restructuring
1688				Attorney-Client; Work Product	1/13/2022	Correspondence containing legal advice and work product related to bankruptcy filings
1689	Hoffman, Juliana <jhoffman@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF7766		Attorney-Client	1/14/2022	Correspondence containing legal advice regarding nondisclosure agreement
1690	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; tom.califano@sidley.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; jenkins.michael@dorsey.com; jhoffman@sidley.com; chad.shandler@fticonsulting.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	1/14/2022	Correspondence containing legal advice regarding restructuring
1691	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>;	Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client	1/14/2022	Correspondence containing legal advice regarding nondisclosure agreement
1692	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client; Work Product	1/14/2022	Correspondence containing legal advice and work product regarding nondisclosure agreements
1693				Attorney-Client; Work Product	1/14/2022	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreements

1694	John Falldine <John.Falldine@lifespacecommunities.com>; Chris Soden <Chris.Soden@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	1/14/2022	Correspondence discussing legal advice from outside counsel regarding restructuring
1695				Attorney-Client; Work Product	1/14/2022	Attachment to correspondence discussing legal advice from outside counsel regarding restructuring
1696	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC209CC-HEIDI LEAVE>		Attorney-Client	1/14/2022	Correspondence relaying legal advice of in house and outside counsel regarding escrow agreement
1697	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>		Attorney-Client; Work Product	1/14/2022	Correspondence relaying legal advice and work product regarding bankruptcy filings
1698	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>		Attorney-Client	1/15/2022	Correspondence relaying legal advice regarding resident nondisclosure agreements
1699	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client	1/15/2022	Correspondence containing legal advice regarding communications with landlord's counsel
1700	Hoffman, Juliana <jhoffman@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	1/15/2022	Correspondence containing legal advice and work product regarding nondisclosure agreement
1701	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Juliana Hoffman via DocuSign <dse_na2@docusign.net>		Attorney-Client	1/15/2022	Correspondence containing work product regarding the nondisclosure agreement
1702	'Bob Kehm' <Bob.Kehm@LifeSpaceCommunities.com>; LaVerne Epp <LaVerne.Epp@LifeSpaceCommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	1/15/2022	Correspondence relaying legal advice of outside counsel regarding restructuring
1703	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Juliana Hoffman via DocuSign <dse_na2@docusign.net>		Attorney-Client; Work Product	1/15/2022	Correspondence containing legal advice and work product regarding nondisclosure agreement

1704	Hoffman, Juliana <jhoffman@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	1/15/2022	Correspondence containing legal advice regarding nondisclosure agreement
1705	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	1/15/2022	Correspondence containing legal advice and work product regarding bondholder agreements
1706	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	1/15/2022	Correspondence containing work product regarding nondisclosure agreements
1707				Attorney-Client; Work Product	1/15/2022	Attachment to correspondence containing work product regarding nondisclosure agreements
1708	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	1/16/2022	Correspondence containing work product relating to nondisclosure agreement
1709	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client; Work Product	1/16/2022	Correspondence containing work product regarding nondisclosure agreements
1710	tom.califano@sidley.com	Grossklaus.David@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; jhoffman@sidley.com; cpersons@sidley.com; jgarvey@sidley.com	Attorney-Client	1/17/2022	Correspondence containing legal advice regarding restructuring
1711				Attorney-Client	1/17/2022	Correspondence containing legal advice regarding restructuring
1712	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Garvey, Jackson <jgarvey@sidley.com>	Attorney-Client	1/17/2022	Correspondence containing legal advice regarding restructuring
1713				Attorney-Client	1/17/2022	Correspondence containing legal advice regarding restructuring
1714	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Hoffman, Juliana	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	1/18/2022	Correspondence containing legal advice regarding ongoing litigation

1715	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Hoffman, Juliana	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	1/18/2022	Correspondence requesting and containing legal advice and work product regarding ongoing litigation
1716	Tom Califano <tom.califano@sidley.com>; David Grossklaus <Grossklaus.David@dorsey.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Hoffman, Juliana	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	1/18/2022	Correspondence containing legal advice and work product regarding restructuring
1717	Califano, Thomas R. <tom.califano@sidley.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Hoffman, Juliana	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	1/18/2022	Correspondence containing legal advice and work product regarding ground lease
1718	Tom Califano <tom.califano@sidley.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	1/18/2022	Correspondence containing legal advice regarding the restructuring
1719	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client	1/18/2022	Correspondence containing legal advice regarding nondisclosure agreement
1720	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Califano, Thomas R. <tom.califano@sidley.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>	Attorney-Client; Work Product	1/18/2022	Correspondence containing legal advice regarding restructuring

1721	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; Hoffman, Juliana	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	1/18/2022	Correspondence requesting legal advice regarding restructuring
1722				Attorney-Client	1/18/2022	Attachment to correspondence requesting legal advice and work product regarding restructuring
1723	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Hoffman, Juliana	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	1/18/2022	Correspondence requesting legal advice regarding restructuring
1724				Attorney-Client	1/18/2022	Attachment to correspondence requesting legal advice regarding restructuring
1725	tom.califano@sidley.com	Grossklaus.David@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; chad.shandler@fticonsulting.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; jhoffman@sidley.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	1/18/2022	Correspondence containing legal advice regarding restructuring
1726				Attorney-Client	1/18/2022	Attachment to correspondence containing legal advice regarding restructuring
1727	tom.califano@sidley.com	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; chad.shandler@fticonsulting.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; jhoffman@sidley.com	Attorney-Client; Work Product	1/18/2022	Correspondence containing legal advice regarding Intercity inspection
1728				Attorney-Client	1/18/2022	Attachment to correspondence containing legal advice regarding Intercity inspection

1729	Grossklaus.David@dorsey.com; Bob Kehm <bob.kehm@lifespacecommunities.com>; Laverne Epp <LaVerne.Epp@LifeSpaceCommunities.com>; Laverne Epp <elepp@kuinnovationpark.com>; Neal Yanofsky <neal.yanofsky@lifespacecommunities.com>; Neal Yanofsky (neal@yanofsky.com) <neal@yanofsky.com>; Paula Shives <paula.shives@lifespacecommunities.com>; Venita E. Fields (Pelhams) <venita.fields@pelhams2k.com>; Venita Fields </o=First Organization/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=d23bae7e91de4257b5377ed067083086-Venit>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Attorney-Client; Work Product	1/18/2022	Correspondence containing legal advice regarding restructuring
1730				Attorney-Client; Work Product	1/18/2022	Correspondence containing legal advice regarding restructuring
1731	John Falldine <John.Falldine@lifespacecommunities.com>	Chris Soden </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=104369865c47401f9395cd4942abb7c6-Chris Soden>		Work Product	1/18/2022	Correspondence containing work product regarding capital expenditures
1732	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Juliana Hoffman via DocuSign <dse_na2@docusign.net>		Work Product; Attorney Client	1/19/2022	Correspondence containing legal advice related to the nondisclosure agreement
1733	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad Shandler <chad.shandler@fticonsulting.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Juliana Hoffman <jhoffman@sidley.com>; Heidi Leavengood <Heidi.Leavengood@lifespacecomm	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	1/19/2022	Correspondence containing legal advice regarding restructuring
1734	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	1/19/2022	Correspondence containing legal advice regarding bankruptcy filings

1735	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client; Work Product	1/19/2022	Correspondence relaying legal advice from outside counsel regarding bankruptcy filings
1736	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad Shandler <chad.shandler@fticonsulting.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Juliana Hoffman <jhoffman@sidley.com>; Heidi Leavengood <Heidi.Leavengood@lifespacecomm	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	1/19/2022	Correspondence containing legal advice regarding restructuring
1737	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	tom.califano@sidley.com; chad.shandler@fticonsulting.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; jhoffman@sidley.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	1/19/2022	Correspondence containing legal advice regarding intercity inspection notice
1738	Tom Califano <tom.califano@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	1/20/2022	Correspondence requesting legal advice and work product regarding forbearance agreement
1739	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Juliana Hoffman via DocuSign <dse_na2@docusign.net>		Attorney-Client	1/20/2022	Correspondence containing work product regarding nondisclosure agreement

1740	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad Shandler <chad.shandler@fticonsulting.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Juliana Hoffman <jhoffman@sidley.com>; Heidi Leavengood <Heidi.Leavengood@lifespacecomm	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Work Product; Attorney Client	1/20/2022	Correspondence concerning legal advice related to restructuring and litigation strategy
1741	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	1/20/2022	Correspondence requesting legal advice regarding regroup discussion
1742	Joel Hernandez <Joel.Hernandez@lifespacecommunities.com>	Chris Silasavage </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B31FCF259B4340F49A55545F826F2FB7-CHRIS SILAS>		Attorney-Client	1/20/2022	Correspondence containing legal advice regarding disclosure statement
1743				Attorney-Client	1/20/2022	Document containing attorney work product regarding disclosures
1744	Hoffman, Juliana <jhoffman@sidley.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Califano, Thomas R. <tom.califano@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>;	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	1/21/2022	Correspondence containing legal advice regarding forbearance agreement and Texas Department of Insurance

1745	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of DocuSign via DocuSign <dse_na2@docusign.net>		Attorney-Client	1/21/2022	Correspondence containing work product regarding nondisclosure agreement
1746	Chris Soden <Chris.Soden@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBE15D-JOHN FALLDI>		Attorney-Client; Work Product	1/21/2022	Correspondence discussing legal advice from outside counsel and attorney-retained consultant regarding restructuring
1747				Attorney-Client; Work Product	1/21/2022	Attachment to correspondence discussing legal advice from outside counsel and attorney-retained consultant regarding restructuring
1748	John Robertson <John.Robertson@LifeSpaceCommunities.com>	Joel Hernandez <Joel.Hernandez@lifespacecommunities.com>	Martha Holloway <Martha.Holloway@lifespacecommunities.com>; Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client	1/21/2022	Correspondence containing legal advice regarding disclosure statement
1749				Attorney-Client	1/21/2022	Document containing attorney work product regarding disclosures
1750	Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client	1/22/2022	Correspondence relaying legal advice regarding forbearance agreement
1751				Attorney-Client	1/22/2022	Attachment to correspondence relaying legal advice regarding forbearance agreement
1752	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client; Work Product	1/23/2022	Correspondence containing legal advice and work product regarding restructuring
1753	Hoffman, Juliana <jhoffman@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE77665ED-JESSE JANTZ>	Califano, Thomas R. <tom.califano@sidley.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	1/23/2022	Correspondence containing legal advice regarding bondholder refinancing
1754	Califano, Thomas R. <tom.califano@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Garvey, Jackson <jgarvey@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Casado-Cruz, Sonia	Attorney-Client; Work Product	1/24/2022	Correspondence containing legal advice and work product regarding landlord response

1755	Chad.Shandler@fticonsulting.com; tom.califano@sidley.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Grossklaus.David@dorsey.com	jhoffman@sidley.com; jgarvey@sidley.com; cpersons@sidley.com; scasadocruz@sidley.com	Attorney-Client; Work Product	1/24/2022	Correspondence containing legal advice and work product regarding forbearance agreement
1756	Califano, Thomas R. <tom.califano@sidley.com>; Grossklaus.David@dorsey.com; Chad.Shandler@fticonsulting.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Hoffman, Juliana <jhoffman@sidley.com>	Garvey, Jackson <jgarvey@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Casado-Cruz, Sonia <scasadocruz@sidley.com>	Attorney-Client; Work Product	1/24/2022	Correspondence containing legal advice and work product regarding response to landlord's letter
1757	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>;	Grossklaus.David@dorsey.com		Attorney-Client; Work Product	1/24/2022	Correspondence requesting and containing legal advice and work product regarding forbearance agreement
1758	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; chad.shandler@fticonsulting.com; LifespaceGC <LifespaceGC@lifespacecommunitie	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>; Garvey, Jackson <jgarvey@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Casado-Cruz, Sonia <scasadocruz@sidley.com>	Attorney-Client; Work Product	1/24/2022	Correspondence containing legal advice and work product regarding forbearance agreement
1759	Grossklaus.David@dorsey.com; Chad.Shandler@fticonsulting.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>; Garvey, Jackson <jgarvey@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Casado-Cruz, Sonia <scasadocruz@sidley.com>	Attorney-Client; Work Product	1/24/2022	Correspondence containing legal advice and work product regarding ongoing litigation
1760	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Hoffman, Juliana <jhoffman@sidley.com>; Garvey, Jackson <jgarvey@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Casado-Cruz, Sonia <scasadocruz@sidley.com>	Attorney-Client; Work Product	1/24/2022	Correspondence containing legal advice and work product regarding restructuring

1761				Attorney-Client; Work Product	1/24/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
1762	tom.califano@sidley.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; chad.shandler@fticonsulting.com; LifespaceGC <LifespaceGC@lifespacecommunitie	Grossklaus.David@dorsey.com	jhoffman@sidley.com; jgarvey@sidley.com; cpersons@sidley.com; scasadocruz@sidley.com	Attorney-Client; Work Product	1/24/2022	Correspondence containing legal advice and work product regarding forbearance
1763				Attorney-Client; Work Product	1/24/2022	Attachment to correspondence containing legal advice and work product regarding forbearance
1764	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chad.Shandler@fticonsulting.com; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.co	Garvey, Jackson <jgarvey@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	1/24/2022	Correspondence containing legal advice and work product regarding restructuring
1765				Work Product; Attorney Client	1/24/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
1766	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	1/24/2022	Correspondence containing legal advice regarding cash budget
1767	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	1/25/2022	Correspondence containing legal advice regarding restructuring
1768	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus - Dorsey & Whitney LLP (Grossklaus.David@dorsey.com) <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	1/25/2022	Correspondence containing legal advice regarding bondholder call

1769				Attorney-Client; Work Product	1/25/2022	Correspondence containing legal advice regarding bondholder call
1770	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Garvey, Jackson <jgarvey@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunities.com>; Larisa Purdy <Larisa.Purdy@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client; Work Product	1/25/2022	Correspondence containing legal advice regarding restructuring and bankruptcy filing
1771	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Persons, Charles M. <cpersons@sidley.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunities.com>; Larisa Purdy <Larisa.Purdy@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Garvey, Jackson <jgarvey@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client; Work Product	1/25/2022	Correspondence relaying legal advice from outside counsel regarding bankruptcy filing
1772				Attorney-Client; Work Product	1/25/2022	Attachment to correspondence relaying legal advice from outside counsel representative regarding bankruptcy filing,
1773	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Work Product; Attorney Client	1/26/2022	Correspondence memorializing legal advice of outside counsel regarding ongoing litigation and restructuring
1774	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	1/26/2022	Correspondence containing legal advice regarding restructuring
1775	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	1/26/2022	Correspondence containing legal advice regarding restructuring

1776				Attorney-Client; Work Product	1/26/2022	Correspondence containing legal advice regarding restructuring
1777	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>		Attorney-Client	1/27/2022	Correspondence relaying legal advice from outside counsel regarding Edgemere contracts
1778				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1779				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1780				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1781				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1782				Attorney-Client; Work Product	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1783				Attorney-Client; Work Product	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1784				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1785				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1786				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1787				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1788				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1789				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1790				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1791				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1792				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1793				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1794				Attorney-Client	1/27/2022	Document containing attorney work product regarding Edgemere contracts
1795	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>		Attorney-Client; Work Product	1/27/2022	Correspondence relaying legal advice and work product regarding financials
1796				Attorney-Client; Work Product	1/27/2022	Correspondence relaying legal advice and work product regarding financials
1797				Attorney-Client; Work Product	1/27/2022	Correspondence relaying legal advice and work product regarding financials
1798				Attorney-Client; Work Product	1/27/2022	Correspondence relaying legal advice and work product regarding financials
1799				Attorney-Client; Work Product	1/27/2022	Correspondence relaying legal advice and work product regarding financials
1800	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client; Work Product	1/28/2022	Correspondence containing legal advice regarding bankruptcy filings

1801	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	1/28/2022	Correspondence containing legal advice and work product regarding restructuring
1802	Garvey, Jackson <jgarvey@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chad.Shandler@fticonsulting.com; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.co	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	1/28/2022	Correspondence containing legal advice and work product regarding notice of default
1803	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client; Work Product	1/28/2022	Correspondence containing legal advice and work product regarding ground lease and bankruptcy claim against landlord
1804	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client; Work Product	1/28/2022	Correspondence containing legal advice and work product regarding ground lease
1805	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Grossklaus.David@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; tom.califano@sidley.com; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; jhoffman@sidley.com; LifespaceGC <LifespaceGC@lifespacecommunitie	Attorney-Client; Work Product	1/28/2022	Correspondence seeking legal advice and containing work product regarding restructuring
1806	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Hermann, Dan <dhermann@ziegler.com>	Carney, Will <wcarney@ziegler.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	1/28/2022	Attachment to correspondence seeking legal advice and containing work product regarding restructuring
1807	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client	1/28/2022	Notes from correspondence requesting legal advice regarding restructuring
1808	Garvey, Jackson <jgarvey@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>; Grossklaus.David@dorsey.com; Chad.Shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Hoffman, Juliana <jhoffman@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Casado-Cruz, Sonia <scasadocruz@sidley.com>	Attorney-Client; Work Product	1/28/2022	Correspondence containing legal advice regarding forbearance agreement

1809	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client; Work Product	1/28/2022	Correspondence relaying legal advice and work product regarding restructuring
1810				Work Product; Attorney Client	1/28/2022	Attachment to correspondence relaying legal advice and work product regarding restructuring
1811	Chad.Shandler@fticonsulting.com	Grossklaus.David@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; tom.califano@sidley.com; Roberta.Probber@fticonsulting.com; jhoffman@sidley.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	1/28/2022	Correspondence containing legal advice and work product regarding restructuring
1812				Work Product; Attorney Client	1/28/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
1813	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; tom.califano@sidley.com; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; jhoffman@sidley.com; LifespaceGC <LifespaceGC@lifespacecommunitie	Attorney-Client; Work Product	1/28/2022	Correspondence containing legal advice and work product regarding restructuring
1814	Shandler, Chad <Chad.Shandler@fticonsulting.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBE15D-JOHN FALLDI>		Work Product; Attorney Client	1/28/2022	Correspondence containing legal advice and work product regarding ongoing litigation
1815	Shandler, Chad <Chad.Shandler@fticonsulting.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBE15D-JOHN FALLDI>		Attorney-Client; Work Product	1/28/2022	Correspondence containing legal advice regarding restructuring

1816	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>; David Grossklaus - Dorsey & Whitney LLP (Grossklaus.David@dorsey.com) <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	1/29/2022	Correspondence requesting legal advice and containing work product regarding restructuring
1817				Attorney-Client; Work Product	1/29/2022	Attachment to correspondence requesting legal advice and containing work product regarding restructuring
1818	John Falldine <John.Falldine@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	1/29/2022	Correspondence requesting and containing legal advice regarding forbearance agreement
1819				Attorney-Client	1/29/2022	Contains work product related to forbearance agreement
1820	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	1/30/2022	Correspondence containing legal advice and work product regarding response to landlord notice of default
1821	Ann Powell <Ann.Powell@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6F		Attorney-Client	1/30/2022	Correspondence relaying legal advice of outside counsel regarding weekly calls with counsel
1822	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client	1/30/2022	Correspondence relaying request for legal advice of outside counsel regarding weekly calls

1823	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>; David Grossklaus - Dorsey & Whitney LLP (Grossklaus.David@dorsey.com) <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client; Work Product	1/30/2022	Correspondence containing legal advice and work product regarding restructuring
1824	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	1/30/2022	Correspondence containing legal advice and work product regarding restructuring
1825	Garvey, Jackson <jgarvey@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chad.Shandler@fticonsulting.com; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.co	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Califano, Thomas R. <tom.califano@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	1/30/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
1826	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	1/31/2022	Internal notes relaying legal advice and work product of outside counsel regarding a meeting
1827	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client; Work Product	1/31/2022	Correspondence relaying legal advice and work product of outside counsel and attorney-retained advisor regarding restructuring
1828	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client; Work Product	1/31/2022	Correspondence relaying legal advice and work product of outside counsel and attorney-retained advisor regarding restructuring

1829	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	1/31/2022	Correspondence containing legal advice and work product regarding lease
1830	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	1/31/2022	Correspondence containing legal advice and work product regarding lease
1831	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655f-Jesse Jantz>		Attorney-Client; Work Product	1/31/2022	Internal notes containing legal advice and work product of outside counsel pertaining to restructuring
1832	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	2/1/2022	Correspondence containing legal advice regarding ongoing litigation
1833				Attorney-Client; Work Product	2/1/2022	Correspondence containing legal advice regarding ongoing litigation
1834	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; John Falldine <John.Falldine@lifespacecommunities.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	2/1/2022	Correspondence discussing legal advice and work product from outside counsel regarding forbearance agreement
1835	Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.co	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	2/2/2022	Correspondence containing legal advice and work product regarding bankruptcy

1836	Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	2/2/2022	Correspondence containing legal advice regarding bankruptcy filings
1837	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Juliana Hoffman <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	2/2/2022	Correspondence containing legal advice regarding bankruptcy filings
1838	jhoffman@sidley.com	Grossklaus.David@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Chad.Shandler@fticonsulting.com; jenkins.michael@dorsey.com;	Attorney-Client; Work Product	2/2/2022	Correspondence containing work product regarding restructuring
1839				Attorney-Client; Work Product	2/2/2022	Correspondence containing work product regarding restructuring
1840	jhoffman@sidley.com	Grossklaus.David@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Chad.Shandler@fticonsulting.com; jenkins.michael@dorsey.com;	Attorney-Client; Work Product	2/2/2022	Correspondence containing legal advice and work product regarding restructuring
1841				Work Product; Attorney Client	2/2/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
1842				Work Product; Attorney Client	2/2/2022	Attachment to correspondence containing legal advice and work product regarding restructuring

1843	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Tom Califano <tom.califano@sidley.com>; David Grossklaus <grossklaus.david@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Attorney-Client; Work Product	2/2/2022	Correspondence requesting and containing legal advice and work product regarding restructuring
1844				Attorney-Client; Work Product	2/2/2022	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
1845	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Grossklaus.David@dorsey.com; jenkins.michael@dorsey.com	Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Attorney-Client; Work Product	2/2/2022	Correspondence containing legal advice regarding restructuring
1846				Attorney-Client; Work Product	2/2/2022	Correspondence containing legal advice regarding restructuring
1847	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Work Product; Attorney Client	2/3/2022	Correspondence relaying legal advice and work product of in house counsel and outside counsel regarding ongoing litigation
1848	Grossklaus.David@dorsey.com; jenkins.michael@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	2/3/2022	Correspondence containing legal advice regarding financials
1849	Heidi Leavengood (Heidi.Leavengood@lifespacecommunities.com) <Heidi.Leavengood@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/3/2022	Correspondence containing legal advice regarding finances
1850	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	2/3/2022	Correspondence relaying legal advice and work product regarding lease
1851	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; jenkins.michael@dorsey.com; Abby Nicholson <Abby.Nicholson@lifespacecommun	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	2/4/2022	Correspondence containing legal advice and work product regarding disclosures
1852	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF7766555D-JESSE JANTZ>		Attorney-Client	2/4/2022	Correspondence relaying legal advice of outside counsel regarding disclosure statement

1853	lifespacegc@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C0AE-NICK HARSHF>		Attorney-Client; Work Product	2/4/2022	Correspondence containing legal advice regarding bankruptcy filings
1854	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Ann Powell </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=94a634a5f04d4ff586350be2880f3a6d-Ann Powell> on behalf of Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6F		Attorney-Client; Work Product	2/4/2022	Notes documenting legal advice of outside counsel regarding ground lease
1855	LifespaceGC <LifespaceGC@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C0AE-NICK HARSHF>		Attorney-Client; Work Product	2/4/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
1856				Attorney-Client; Work Product	2/4/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
1857				Attorney-Client; Work Product	2/4/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
1858				Attorney-Client; Work Product	2/4/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
1859				Attorney-Client; Work Product	2/4/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
1860				Attorney-Client; Work Product	2/4/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
1861				Attorney-Client; Work Product	2/4/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
1862				Attorney-Client; Work Product	2/4/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
1863				Attorney-Client; Work Product	2/4/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
1864	John Falldine <John.Falldine@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	2/4/2022	Correspondence discussing legal advice and work product from outside counsel regarding lease agreement
1865	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24A5C209CC-HEIDI LEAVE>		Attorney-Client	2/4/2022	Correspondence relaying legal advice of outside counsel regarding disclosures

1866	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Grossklaus.David@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client; Work Product	2/4/2022	Correspondence soliciting and containing legal advice regarding resident disclosures
1867	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C0AE-NICK HARSHF>		Attorney-Client	2/6/2022	Correspondence relaying legal advice from outside counsel regarding restructuring
1868	Hoffman, Juliana <jhoffman@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	2/6/2022	Correspondence containing legal advice regarding bondholder agreements
1869	'Chad Shandler' <chad.shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	2/6/2022	Correspondence containing legal advice regarding restructuring
1870	Tom Califano <tom.califano@sidley.com>; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Garvey, Jackson <jgarvey@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Michael Jenkins <jenkins.michael@dorsey.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	'Ann Powell' <Ann.Powell@lifespacecommunities.com>	Attorney-Client; Work Product	2/6/2022	Correspondence containing legal advice regarding bondholder agreement
1871	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	2/6/2022	Correspondence discussing legal advice and work product from outside counsel and attorney-retained consultant regarding restructuring

1872	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Juliana Hoffman <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	2/6/2022	Correspondence containing legal advice regarding bankruptcy filings
1873	Hoffman, Juliana <jhoffman@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	2/6/2022	Correspondence containing legal advice regarding restructuring
1874	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Tom Califano <tom.califano@sidley.com>; David Grossklaus <grossklaus.david@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Juliana Hoffman <jhoffman@sidley.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	2/7/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
1875	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus - Dorsey & Whitney LLP (Grossklaus.David@dorsey.com) <grossklaus.david@dorsey.com>; jenkins.michael@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	2/7/2022	Correspondence containing legal advice and work product regarding ongoing litigation
1876	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	2/7/2022	Correspondence containing legal advice and work product regarding Newco OG
1877	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	2/7/2022	Document containing attorney work product regarding restructuring

1878				Attorney-Client; Work Product	2/7/2022	Attachment to correspondence requesting legal advice and work product regarding restructuring
1879	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776		Attorney-Client; Work Product	2/7/2022	Correspondence relaying legal advice and work product of in house and outside regarding restructuring
1880				Attorney-Client; Work Product	2/7/2022	Attachment to correspondence relaying legal advice and work product of in house and outside regarding restructuring
1881				Attorney-Client; Work Product	2/7/2022	Attachment to correspondence relaying legal advice and work product of in house and outside regarding restructuring
1882				Attorney-Client; Work Product	2/7/2022	Attachment to correspondence relaying legal advice and work product of in house and outside regarding restructuring
1883	jenkins.michael@dorsey.com	Grossklaus.David@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Attorney-Client; Work Product	2/7/2022	Correspondence containing legal advice regarding restructuring
1884				Attorney-Client; Work Product	2/7/2022	Correspondence containing legal advice regarding restructuring
1885	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24		Attorney-Client; Work Product	2/7/2022	Correspondence containing legal advice regarding Edgemere disclosures
1886	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D		Work Product; Attorney Client	2/8/2022	Correspondence relaying legal advice from outside counsel regarding restructuring
1887	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>		Attorney-Client	2/8/2022	Correspondence relaying request for legal advice of outside counsel regarding call with bondholders
1888	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6F		Attorney-Client; Work Product	2/8/2022	Correspondence discussing legal advice and work product regarding restructuring
1889	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6F	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Grossklaus.David@dorsey.com	Attorney-Client; Work Product	2/8/2022	Correspondence containing legal advice regarding restructuring

1890	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Garvey, Jackson <jgarvey@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Michael Jenkins <jenkins.michael@dorsey.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client; Work Product	2/8/2022	Correspondence containing legal advice regarding restructuring
1891	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Garvey, Jackson <jgarvey@sidley.com>; Persons, Charles M. <cpersons@sidley.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunities.com>; Larisa Purdy <Larisa.Purdy@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Andres A. Estrada <AEstrada@kccllc.com>	Francine Gordon <FGordon@kccllc.com>; Robert Jordan <RJordan@Kccllc.com>	Attorney-Client; Work Product	2/8/2022	Correspondence containing legal advice regarding restructuring
1892	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>		Work Product	2/8/2022	Correspondence containing work product regarding bond restructuring
1893				Work Product	2/8/2022	Correspondence containing work product regarding bond restructuring
1894	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	2/9/2022	Correspondence containing legal advice and work product regarding bankruptcy filing and ongoing litigation

1895	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655ED-JESSE.JANTZ>		Attorney-Client; Work Product	2/9/2022	Correspondence discussing legal advice and work product from outside counsel and attorney-retained advisor regarding restructuring
1896	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	2/9/2022	Correspondence discussing legal advice and work product from outside counsel and attorney-retained consultant regarding forbearance agreement
1897	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655ED-JESSE.JANTZ>		Work Product; Attorney Client	2/9/2022	Correspondence memorializing meetings with counsel regarding forbearance agreement
1898	Hoffman, Juliana <jhoffman@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655ED-JESSE.JANTZ>		Attorney-Client	2/10/2022	Correspondence containing legal advice regarding Texas Department of Insurance
1899	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	2/10/2022	Notes documenting legal advice of outside counsel regarding restructuring
1900	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Work Product	2/11/2022	Correspondence containing work product regarding financials
1901	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.co	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Work Product	2/11/2022	Correspondence containing work product regarding financials
1902	Darla Joens <Darla.Joens@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC209CC-HEIDI LEAVE>		Attorney-Client	2/11/2022	Correspondence containing legal advice regarding 4Q disclosures
1903	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client	2/13/2022	Correspondence requesting legal advice regarding TDI audit report requirement

1904	John Falldine <John.Falldine@lifespacecommunities.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	2/14/2022	Correspondence discussing legal advice and work product from outside counsel regarding restructuring
1905	cownie.katie@dorsey.com; jenkins.michael@dorsey.com; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Vrieze, Jeff A. <jeff.vrieze@claconnect.com>	Attorney-Client; Work Product	2/15/2022	Correspondence containing legal advice and work product regarding financials
1906				Attorney-Client; Work Product	2/15/2022	Document containing attorney work product regarding financials
1907	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Cheney, Jed A. <Jed.Cheney@claconnect.com>		Attorney-Client	2/15/2022	Correspondence relaying legal advice and work product of in house and outside counsel regarding Edgemere audit report
1908	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Work Product	2/16/2022	Document containing attorney work product regarding Texas Department of Insurance
1909	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Tom Califano <tom.califano@sidley.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Hoffman, Juliana <jhoffman@sidley.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@lifespacecomm	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	2/16/2022	Correspondence containing legal work product regarding Kong call
1910	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Garvey, Jackson <jgarvey@sidley.com>	Attorney-Client; Work Product	2/16/2022	Correspondence containing legal advice regarding nondisclosure agreement

1911	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; tom.califano@sidley.com	Shandler, Chad <Chad.Shandler@fticonsulting.com>	jenkins.michael@dorsey.com	Attorney-Client; Work Product	2/17/2022	Correspondence containing legal advice and work product regarding bondholder meeting
1912	Garvey, Jackson <jgarvey@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Hoffman, Juliana	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	2/20/2022	Correspondence containing legal advice and work product regarding nondisclosure agreements
1913	Juliana Hoffman <jhoffman@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF5776655D-JESSE JANTZ>		Attorney-Client	2/20/2022	Correspondence reflecting work product regarding resident nondisclosure agreement
1914	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Juliana Hoffman via DocuSign <dse_na2@docusign.net>		Attorney-Client	2/20/2022	Correspondence containing legal advice and work product regarding nondisclosure agreement
1915	jenkins.michael@dorsey.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Grossklaus.David@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	tom.califano@sidley.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	2/21/2022	Correspondence containing legal advice regarding disclosure statement
1916	Hoffman, Juliana <jhoffman@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF5776655D-JESSE JANTZ>		Attorney-Client	2/21/2022	Correspondence containing legal advice regarding resident NDAs
1917	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client; Work Product	2/21/2022	Correspondence requesting and containing legal advice and work product regarding nondisclosure agreements
1918				Attorney-Client; Work Product	2/21/2022	Attachment to correspondence requesting and containing legal advice and work product regarding nondisclosure agreements
1919	jenkins.michael@dorsey.com	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC209CC-HEIDI LEAVE>		Attorney-Client; Work Product	2/21/2022	Correspondence containing legal advice and work product regarding financial disclosure statement

1920	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC209CC-HEIDI LEAVE>		Attorney-Client; Work Product	2/21/2022	Correspondence discussing legal advice and work product and attorney-retained consultant regarding restructuring
1921	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; John Falldine <John.Falldine@lifespacecommunities.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>		Attorney-Client; Work Product	2/22/2022	Correspondence discussing legal advice and work product from outside counsel regarding bondholder agreement
1922	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	2/23/2022	Correspondence containing legal advice regarding response to landlord
1923	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	2/23/2022	Notes documenting legal advice of outside counsel regarding ongoing litigation, disclosure statement, and ground lease
1924	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Attorney-Client; Work Product	2/23/2022	Correspondence containing legal advice regarding Edgemere updates and financial modeling
1925	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Attorney-Client; Work Product	2/23/2022	Correspondence containing legal advice regarding financials

1926	Tom Califano <tom.califano@sidley.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Attorney-Client; Work Product	2/23/2022	Correspondence requesting legal advice regarding restructuring and bankruptcy filings
1927	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Attorney-Client; Work Product	2/23/2022	Correspondence requesting and containing legal advice and work product regarding bankruptcy and restructuring
1928	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	2/23/2022	Correspondence discussing legal advice and work product from outside counsel regarding ongoing litigation
1929	Califano, Thomas R. <tom.califano@sidley.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Attorney-Client; Work Product	2/23/2022	Correspondence containing legal advice regarding restructuring and bankruptcy filings
1930	Joseph Acosta <acosta.joseph@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Attorney-Client; Work Product	2/23/2022	Correspondence containing legal advice and work product regarding restructuring
1931				Attorney-Client; Work Product	2/23/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
1932				Attorney-Client; Work Product	2/23/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
1933	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	2/23/2022	Correspondence relaying legal advice and work product of outside counsel and attorney-retained advisor regarding correspondence with the landlord
1934				Attorney-Client; Work Product	2/23/2022	Correspondence relaying legal advice and work product of outside counsel and attorney-retained advisor regarding correspondence with the landlord

1935	John Falldine <John.Falldine@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	2/24/2022	Correspondence relaying legal advice from outside counsel regarding Dallas Morning News
1936	David Grossklaus <grossklaus.david@dorsey.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client; Work Product	2/24/2022	Correspondence containing legal advice regarding lease
1937				Attorney-Client; Work Product	2/24/2022	Lease cure calculation prepared by attorney-retained advisor and outside counsel
1938	Grossklaus.David@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client; Work Product; Common Interest	2/24/2022	Correspondence containing legal advice and work product regarding notice of acceleration
1939				Attorney-Client; Work Product; Common Interest	2/24/2022	Correspondence containing legal advice and work product regarding notice of acceleration
1940				Attorney-Client; Work Product; Common Interest	2/24/2022	Correspondence containing legal advice and work product regarding notice of acceleration
1941				Attorney-Client; Work Product; Common Interest	2/24/2022	Correspondence containing legal advice and work product regarding notice of acceleration
1942	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; grossklaus.david@dorsey.com; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Garvey, Jackson <jgarvey@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	2/24/2022	Correspondence containing legal advice regarding restructuring
1943				Attorney-Client	2/24/2022	Attachment to correspondence containing legal advice regarding restructuring
1944	Leslie DoranSparacino <Leslie.DoranSparacino@LifeSpaceCommunities.com>; John Falldine <John.Falldine@lifespacecommunities.com>; Joel Hernandez <Joel.Hernandez@lifespacecommunities.com>	Chris Silasavage </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B31FCF259B4340F49A55545F82652EB7-CHRIS SILAS>	Martha Holloway <Martha.Holloway@lifespacecommunities.com>	Attorney-Client; Work Product	2/24/2022	Correspondence relaying legal advice from outside counsel regarding disclosure statement
1945	Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>; Leslie DoranSparacino <Leslie.DoranSparacino@LifeSpaceCommunities.com>; Fred Gollay <Fred.Gollay@lifespacecommunities.com>; Martha Holloway <Martha.Holloway@lifespacecommunities.com>	Joel Hernandez <Joel.Hernandez@lifespacecommunities.com>		Attorney-Client	2/24/2022	Correspondence containing legal advice regarding disclosure statement

1946				Attorney-Client	2/24/2022	Document containing attorney work product regarding disclosures
1947	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC299CC-HEIDI LEAVE>		Attorney-Client	2/24/2022	Correspondence containing legal advice regarding disclosures
1948				Attorney-Client	2/24/2022	Document containing attorney work product regarding disclosures
1949	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	2/25/2022	Correspondence containing legal advice regarding restructuring
1950	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	2/25/2022	Notes documenting legal advice and work product of outside counsel regarding restructuring and lease payment
1951	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	2/25/2022	Correspondence containing legal advice regarding ongoing litigation
1952	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client	2/25/2022	Notes documenting legal advice of outside counsel regarding forbearance agreement
1953	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; jenkins.michael@dorsey.com	acosta.joseph@dorsey.com	kelly.tom@dorsey.com	Work Product	2/25/2022	Correspondence containing work product regarding notice of acceleration
1954	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>		Attorney-Client	2/25/2022	Correspondence relaying legal advice from outside counsel regarding Dallas Morning News
1955	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	jenkins.michael@dorsey.com	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Attorney-Client; Work Product	2/25/2022	Correspondence containing legal advice regarding ongoing litigation
1956	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Juliana Hoffman via DocuSign <dse_na2@docusign.net>		Attorney Client	2/25/2022	Correspondence containing legal advice regarding nondisclosure agreement
1957	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	2/25/2022	Correspondence relaying legal advice from outside counsel regarding financing

1958	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com	jenkins.michael@dorsey.com	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	2/25/2022	Correspondence containing legal advice regarding forbearance agreement
1959	'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; Joseph Acosta <acosta.joseph@dorsey.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; work product	2/25/2022	Correspondence requesting legal advice regarding lease agreement
1960				Attorney-Client; Work Product	2/25/2022	Attachment to correspondence requesting legal advice regarding lease agreement
1961	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Michael Jenkins <jenkins.michael@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; acosta.joseph@dorsey.com	Attorney-Client; Common Interest	2/25/2022	Correspondence containing legal advice regarding notice of acceleration
1962	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Garvey, Jackson <jgarvey@sidley.com>		Attorney-Client; Work Product	2/25/2022	Correspondence containing legal advice and work product regarding ongoing litigation
1963	Garvey, Jackson <jgarvey@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	2/25/2022	Correspondence containing work product regarding nondisclosure agreement
1964				Attorney-Client; Work Product	2/25/2022	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreement
1965	Grossklaus.David@dorsey.com; tom.califano@sidley.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/26/2022	Correspondence containing legal advice regarding bondholder agreement

1966	Grossklaus.David@dorsey.com	Califano, Thomas R. <tom.califano@sidley.com>	Chad.Shandler@fticonsulting.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Garvey, Jackson <jgarvey@sidley.com>; acosta.joseph@dorsey.com; Roberta.Probber@fticonsulting.com	Attorney-Client; Work Product	2/26/2022	Correspondence containing legal advice regarding restructuring
1967	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>; Garvey, Jackson <jgarvey@sidley.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; David Grossklaus <Grossklaus.David@dorsey.com>; acosta.joseph@dorsey.com; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	2/26/2022	Correspondence containing legal advice regarding restructuring
1968	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	2/26/2022	Correspondence containing legal advice regarding financials
1969	Bobby Guy <BGuy@Polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C0AE-NICK HARSHF>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	2/26/2022	Correspondence containing legal advice regarding restructuring
1970	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com	Attorney-Client; Work Product; Common Interest	2/26/2022	Correspondence containing legal advice and work product regarding forbearance agreement
1971				Attorney-Client; Work Product; Common Interest	2/26/2022	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
1972				Attorney-Client; Work Product; Common Interest	2/26/2022	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
1973	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com	acosta.joseph@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	2/27/2022	Correspondence requesting and containing legal advice and work product regarding present lawsuit
1974	Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Garvey, Jackson <jgarvey@sidley.com>; Abdul-Jabbar, Mustafa <mabdul-jabbar@sidley.com>; Reid, Penny <preid@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>; Garvey, Jackson	Attorney-Client	2/27/2022	Correspondence containing legal advice regarding landlord cure and litigation

1975	acosta.joseph@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Grossklaus.David@dorsey.com; chad.shandler@fticonsulting.com; Garvey, Jackson <jgarvey@sidley.com>; Abdul-Jabbar, Mustafa <mabdul-jabbar@sidley.com>; Reid, Penny <preid@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>; Garvey, Jackson	Attorney-Client; Work Product	2/27/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
1976	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Susan Straub <Susan.Straub@lifespacecommunities.com>		Attorney-Client; Work Product	2/27/2022	Correspondence relaying legal advice and work product of outside counsel regarding Dallas Morning News
1977	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF776655FD-JESSE JANTZ>		Attorney-Client; Work Product	2/27/2022	Correspondence relaying legal advice and work product of outside counsel and attorney-retained advisor regarding Dallas Morning News and complaint against landlord
1978	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; David Grossklaus <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	2/27/2022	Correspondence containing legal advice and work product regarding Dallas Morning News and complaint against landlord
1979	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; acosta.joseph@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Grossklaus.David@dorsey.com; chad.shandler@fticonsulting.com; Garvey, Jackson <jgarvey@sidley.com>; Abdul-Jabbar, Mustafa <mabdul-jabbar@sidley.com>; Reid, Penny <preid@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	2/27/2022	Correspondence containing legal advice and work product regarding landlord lawsuit

1980	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; David Grossklaus <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Chad <chad.shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Work Product	2/27/2022	Correspondence containing legal advice and work product regarding Dallas Morning News
1981	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/27/2022	Correspondence relaying legal advice of inside counsel regarding Dallas Morning News
1982	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Dana Smith <Dana.Smith@lifespacecommunities.com>		Attorney-Client	2/27/2022	Correspondence relaying legal advice of outside counsel regarding Dallas Morning News
1983	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/27/2022	Correspondence containing legal advice regarding Dallas Morning News
1984	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>;	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	2/27/2022	Correspondence containing legal advice regarding lawsuit filings
1985	tom.califano@sidley.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; David Grossklaus <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	2/27/2022	Correspondence containing legal advice regarding Dallas Morning News
1986	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Mary Ann Gillette <MaryAnn.Gillette@lifespacecommunities.com>		Attorney-Client	2/27/2022	Correspondence containing legal advice regarding Dallas Morning News article

1987	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	2/27/2022	Correspondence containing legal advice and work product regarding Dallas Morning News article and restructuring
1988	Susan Straub <Susan.Straub@lifespacecommunities.com>; Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	2/27/2022	Correspondence containing legal advice and work product regarding restructuring and correspondence relaying legal advice and work product of outside counsel regarding restructuring and the Dallas Morning News article
1989	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	2/27/2022	Correspondence relaying request for legal advice of outside counsel regarding Dallas Morning News and Texas Department of Insurance
1990	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>; acosta.joseph@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Garvey, Jackson <jgarvey@sidley.com>; Abdul-Jabbar, Mustafa <mabdul-jabbar@sidley.com>; Reid, Penny <preid@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	2/27/2022	Correspondence containing legal advice regarding landlord lawsuit
1991	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; acosta.joseph@dorsey.com	Attorney-Client; Work Product	2/27/2022	Correspondence containing legal advice regarding litigation
1992	Mary Ann Gillette <MaryAnn.Gillette@lifespacecommunities.com>; Meghan Ziegelmeyer <Meghan.Ziegelmeyer@lifespacecommunities.com>; Rick Oros <Rick.Oros@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Dana Smith <dana.smith@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; John Falldine <John.Falldine@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Attorney-Client	2/27/2022	Correspondence containing legal advice and work product regarding joint notice and restructuring
1993	tom.califano@sidley.com; acosta.joseph@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Grossklaus.David@dorsey.com	LifespaceGC <LifespaceGC@lifespacecommunities.com>; jgarvey@sidley.com; mabdul-jabbar@sidley.com; preid@sidley.com; jhoffman@sidley.com;	Attorney-Client; Work Product	2/27/2022	Correspondence containing legal advice regarding ongoing litigation

1994	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	2/27/2022	Correspondence relaying request for legal advice and work product of in house and outside counsel regarding restructuring Dallas Morning News
1995	Mary Ann Gillette <MaryAnn.Gillette@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	2/27/2022	Correspondence relaying legal advice regarding Dallas Morning News
1996	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; acosta.joseph@dorsey.com	Attorney-Client; Work Product	2/27/2022	Correspondence containing legal advice regarding ongoing litigation
1997	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	2/27/2022	Correspondence containing and relaying legal advice and work product regarding the Dallas Morning News article
1998	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; acosta.joseph@dorsey.com	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Garvey, Jackson <jgarvey@sidley.com>; Abdul-Jabbar, Mustafa <mabdul-jabbar@sidley.com>; Reid, Penny <preid@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	2/27/2022	Correspondence containing legal advice regarding bankruptcy filing and strategy
1999				Attorney-Client; Work Product	2/27/2022	Attachment to correspondence containing legal advice regarding bankruptcy filing and strategy
2000	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>; Garvey, Jackson <jgarvey@sidley.com>	Attorney-Client; Work Product	2/27/2022	Correspondence requesting and containing legal advice and work product regarding ongoing litigation
2001				Work Product; Attorney Client	2/27/2022	Attachment to correspondence requesting and containing legal advice and work product regarding ongoing litigation
2002				Work Product; Attorney Client	2/27/2022	Attachment to correspondence requesting and containing legal advice and work product regarding ongoing litigation
2003				Work Product; Attorney Client	2/27/2022	Attachment to correspondence requesting and containing legal advice and work product regarding ongoing litigation
2004				Work Product; Attorney Client	2/27/2022	Attachment to correspondence requesting and containing legal advice and work product regarding ongoing litigation
2005	teilandbates@gmail.com	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBF15D-JOHN FALLDI>		Attorney-Client	2/27/2022	Correspondence conveying legal advice from outside counsel and attorney-retained advisor regarding Dallas Morning News article

2006	Shandler, Chad <Chad.Shandler@fticonsulting.com>	John Falldine </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9541c2325d6740b7959aed2bc2eb515d-John Falldi>		Attorney-Client; Work Product	2/27/2022	Correspondence relaying legal advice from outside counsel regarding Dallas Morning News
2007	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	John Falldine </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9541c2325d6740b7959aed2bc2eb515d-John Falldi>		Attorney-Client; Work Product	2/27/2022	Correspondence requesting legal advice and work product regarding media coverage of Edgemere
2008	Lisa Weiner <Lisa.Weiner@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/28/2022	Correspondence discussing request for legal advice from outside counsel regarding Dallas Morning News
2009	Susan Straub <Susan.Straub@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/28/2022	Correspondence discussing request for legal advice from outside counsel regarding Dallas Morning News
2010	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client; Work Product	2/28/2022	Correspondence containing legal advice regarding bankruptcy filings
2011	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	2/28/2022	Correspondence discussing legal advice and work product regarding resident agreements
2012	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Neal Yanofsky (neal@yanofsky.com) <neal@yanofsky.com>; Laverne Epp <elepp@kuinnovationpark.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	David Grossklaus <Grossklaus.David@dorsey.com>	Attorney-Client; Work Product	2/28/2022	Correspondence containing legal advice regarding bankruptcy filings
2013	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Laverne Epp <elepp@kuinnovationpark.com>		Attorney-Client	2/28/2022	Correspondence regarding Dallas Morning News
2014	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/28/2022	Correspondence relaying legal advice from outside counsel regarding restructuring
2015	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Work Product	2/28/2022	Correspondence relaying legal advice regarding restructuring

2016	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	2/28/2022	Notes documenting legal advice of outside counsel regarding Dallas Morning News and disclosures
2017	Bobby Guy <BGuy@Polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	2/28/2022	Correspondence containing legal advice regarding financials
2018				Attorney-Client	2/28/2022	Correspondence containing legal advice regarding financials
2019	Bobby Guy <BGuy@Polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	2/28/2022	Correspondence seeking legal advice and attaching work product regarding ongoing litigation
2020				Attorney-Client; Work Product	2/28/2022	Attachment to correspondence seeking legal advice and attaching work product regarding ongoing litigation
2021				Attorney-Client; Work Product	2/28/2022	Attachment to correspondence seeking legal advice and attaching work product regarding ongoing litigation
2022				Attorney-Client; Work Product	2/28/2022	Attachment to correspondence seeking legal advice and attaching work product regarding ongoing litigation
2023				Attorney-Client; Work Product	2/28/2022	Attachment to correspondence seeking legal advice and attaching work product regarding ongoing litigation
2024				Attorney-Client; Work Product	2/28/2022	Attachment to correspondence containing legal advice and work product regarding communications with third parties
2025				Attorney-Client; Work Product	2/28/2022	Attachment to correspondence containing legal advice and work product regarding communications with third parties
2026				Attorney-Client; Work Product	2/28/2022	Attachment to correspondence containing legal advice and work product regarding communications with third parties
2027				Attorney-Client; Work Product	2/28/2022	Attachment to correspondence containing legal advice and work product regarding communications with third parties
2028				Attorney-Client; Work Product	2/28/2022	Attachment to correspondence containing legal advice and work product regarding communications with third parties
2029				Attorney-Client; Work Product	2/28/2022	Attachment to correspondence containing legal advice and work product regarding communications with third parties
2030				Attorney-Client; Work Product	2/28/2022	Attachment to correspondence containing legal advice and work product regarding communications with third parties
2031				Attorney-Client; Work Product	2/28/2022	Attachment to correspondence containing legal advice and work product regarding communications with third parties
2032				Attorney-Client; Work Product	2/28/2022	Attachment to correspondence containing legal advice and work product regarding communications with third parties
2033				Attorney-Client; Work Product	2/28/2022	Attachment to correspondence containing legal advice and work product regarding communications with third parties
2034	Tim Nevins <Tim.Nevins@LifeSpaceCommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC209CC-HEIDI LEAVE>		Attorney-Client; Work Product	2/28/2022	Correspondence relaying legal advice of outside counsel regarding bankruptcy filings
2035	acosta.joseph@dorsey.com; Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Grosskaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice and work product regarding restructuring

2036	tom.califano@sidley.com; Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; chad.shandler@fticonsulting.com	acosta.joseph@dorsey.com	jgarvey@sidley.com; jhoffman@sidley.com	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice and work product regarding restructuring
2037	Dana Smith <Dana.Smith@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF77665ED-JESSE JANTZ>		Attorney-Client; Work Product	3/1/2022	Correspondence relaying legal advice and work product of outside counsel regarding Dallas Morning News
2038	Chad.Shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; jenkins.michael@dorsey.com; tom.califano@sidley.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>;	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice and work product regarding restructuring
2039	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF77665ED-JESSE JANTZ>		Attorney-Client	3/1/2022	Correspondence relaying legal advice of outside counsel regarding independent board member appointment
2040	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Califano, Thomas R. <tom.califano@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>;	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice and work product regarding FTI analysis
2041	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>		Attorney-Client; Common Interest	3/1/2022	Correspondence containing legal advice of counsel regarding forbearance agreement
2042	acosta.joseph@dorsey.com; Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; chad.shandler@fticonsulting.com	Califano, Thomas R. <tom.califano@sidley.com>	Garvey, Jackson <jgarvey@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice regarding bankruptcy filings

2043	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Califano, Thomas R. <tom.califano@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>;	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice and work product regarding restructuring
2044	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice and work product regarding restructuring
2045	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice regarding bankruptcy filings
2046	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; tom.califano@sidley.com; Chad.Shandler@fticonsulting.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	jenkins.michael@dorsey.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; acosta.joseph@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice regarding restructuring
2047	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/1/2022	Correspondence requesting legal advice regarding restructuring and bondholder meeting
2048	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Garvey, Jackson <jgarvey@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice regarding restructuring

2049	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Califano, Thomas R. <tom.califano@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; acosta.joseph@dorsey.com; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice regarding restructuring
2050	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>		Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice regarding bankruptcy filings
2051	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Joseph Acosta <acosta.joseph@dorsey.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice regarding litigation
2052	Califano, Thomas R. <tom.califano@sidley.com>; Grossklaus.David@dorsey.com; Chad.Shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	jenkins.michael@dorsey.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; acosta.joseph@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Attorney-Client; Work Product	3/1/2022	Correspondence containing work product and legal advice regarding restructuring
2053	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/1/2022	Correspondence relaying legal advice regarding landlord letter response
2054	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; tom.califano@sidley.com; Chad.Shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; acosta.joseph@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice regarding restructuring

2055	Califano, Thomas R. <tom.califano@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Garvey, Jackson <jgarvey@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice regarding meeting with bondholders
2056	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/1/2022	Correspondence relaying legal advice regarding lease
2057	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; BGuy@Polsinelli.com; jeremy.johnson@polsinelli.com	Grossklaus.David@dorsey.com		Attorney-Client	3/1/2022	Correspondence containing legal advice regarding restructuring
2058	Grossklaus.David@dorsey.com; Chad.Shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; jenkins.michael@dorsey.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>;	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice regarding restructuring
2059	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Garvey, Jackson <jgarvey@sidley.com>	Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice regarding restructuring
2060	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Chad.Shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	jenkins.michael@dorsey.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; acosta.joseph@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice and work product regarding restructuring
2061				Attorney-Client	3/1/2022	Attachment to correspondence containing legal advice and work product regarding restructuring

2062	jeremy.johnson@polsinelli.com; bguy@polsinelli.com	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice regarding restructuring
2063				Attorney-Client; Work Product	3/1/2022	Attachment to correspondence containing legal advice regarding restructuring
2064				Attorney-Client; Work Product	3/1/2022	Attachment to correspondence containing legal advice regarding restructuring
2065				Attorney-Client; Work Product	3/1/2022	Attachment to correspondence containing legal advice regarding restructuring
2066	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com; Smith.Steve@dorsey.com	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice and work product regarding forbearance
2067				Attorney-Client; Work Product	3/1/2022	Attachment to correspondence containing legal advice and work product regarding forbearance
2068	David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>		Attorney-Client; Work Product; Common Interest	3/1/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2069				Attorney-Client; Work Product; Common Interest	3/1/2022	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
2070				Attorney-Client; Work Product; Common Interest	3/1/2022	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
2071	jeremy.johnson@polsinelli.com; bguy@polsinelli.com	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product; Common Interest	3/1/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2072				Attorney-Client; Work Product; Common Interest	3/1/2022	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
2073				Attorney-Client; Work Product; Common Interest	3/1/2022	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
2074	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC200CC-HEIDI LEAVE>		Attorney-Client; Work Product	3/1/2022	Correspondence relaying legal advice and work product of outside counsel regarding restructuring
2075	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	Tim Nevins <Tim.Nevins@LifeSpaceCommunities.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Attorney-Client; Work Product	3/1/2022	Correspondence relaying legal advice and work product regarding restructuring
2076	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Tim Nevins <Tim.Nevins@LifeSpaceCommunities.com>	Attorney-Client; Work Product	3/1/2022	Correspondence containing legal advice regarding restructuring
2077	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>		Attorney-Client; Work Product	3/1/2022	Correspondence relaying legal advice from outside counsel regarding restructuring

2078	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766EED-JESSE JANTZ>		Attorney-Client	3/2/2022	Correspondence requesting and relaying legal advice regarding resident refunds
2079	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	acosta.joseph@dorsey.com		Attorney-Client; Work Product	3/2/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2080	acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Grossklaus.David@dorsey.com	Attorney-Client; Work Product; Common Interest	3/2/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2081	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/2/2022	Correspondence relaying legal advice from outside counsel regarding restructuring
2082	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	3/2/2022	Correspondence relaying legal advice and work product from outside counsel and attorney-retained advisor regarding forbearance agreement
2083	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/2/2022	Correspondence relaying legal advice from outside counsel regarding financials
2084	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766EED-JESSE JANTZ>		Attorney-Client	3/2/2022	Correspondence relaying legal advice of outside counsel regarding meeting with bondholders
2085	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Hoffman, Juliana <jhoffman@sidley.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Garvey, Jackson <jgarvey@sidley.com>	Attorney-Client; Work Product	3/2/2022	Correspondence containing legal advice regarding financials
2086	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	3/2/2022	Correspondence relaying legal advice from outside counsel regarding bankruptcy filings

2087	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Califano, Thomas R. <tom.califano@sidley.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; acosta.joseph@dorsey.com; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.co	Attorney-Client; Work Product	3/2/2022	Correspondence containing legal advice and work product regarding bankruptcy
2088	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Work Product; Attorney Client	3/2/2022	Correspondence containing legal advice and work product regarding restructuring
2089	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Work Product; Attorney Client	3/2/2022	Correspondence containing work product regarding restructuring
2090				Work Product; Attorney Client	3/2/2022	Correspondence containing work product regarding restructuring
2091				Work Product; Attorney Client	3/2/2022	Correspondence containing work product regarding restructuring
2092				Work Product; Attorney Client	3/2/2022	Correspondence containing work product regarding restructuring
2093	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client; Work Product	3/2/2022	Correspondence seeking legal advice and attaching work product regarding ongoing litigation
2094				Attorney-Client; Work Product	3/2/2022	Attachment to correspondence seeking legal advice and attaching work product regarding ongoing litigation
2095				Attorney-Client; Work Product	3/2/2022	Attachment to correspondence seeking legal advice and attaching work product regarding ongoing litigation
2096				Attorney-Client; Work Product	3/2/2022	Attachment to correspondence seeking legal advice and attaching work product regarding ongoing litigation
2097				Attorney-Client; Work Product	3/2/2022	Attachment to correspondence seeking legal advice and attaching work product regarding ongoing litigation
2098	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/2/2022	Correspondence containing legal advice and work product regarding ongoing litigation
2099				Attorney-Client; Work Product	3/2/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
2100				Attorney-Client; Work Product	3/2/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation

2101				Attorney-Client; Work Product	3/2/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
2102				Attorney-Client; Work Product	3/2/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
2103	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; acosta.joseph@dorsey.com; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.co	Attorney-Client; Work Product	3/2/2022	Correspondence containing legal advice regarding bankruptcy filing and restructuring
2104	acosta.joseph@dorsey.com	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>;	Attorney-Client; Work Product	3/2/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2105				Attorney-Client; Work Product	3/2/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2106				Attorney-Client; Work Product	3/2/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2107	Hoffman, Juliana <jhoffman@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Garvey, Jackson <jgarvey@sidley.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	3/2/2022	Correspondence requesting and containing legal advice and work product regarding restructuring
2108				Attorney-Client	3/2/2022	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
2109	Hoffman, Juliana <jhoffman@sidley.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Garvey, Jackson <jgarvey@sidley.com>	Attorney-Client; Work Product	3/2/2022	Correspondence requesting legal advice regarding resident refunds

2110				Attorney-Client	3/2/2022	Attachment to correspondence requesting legal advice regarding resident refunds
2111	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com	Attorney-Client; Work Product	3/2/2022	Correspondence requesting and containing legal advice regarding restructuring
2112	Grossklaus.David@dorsey.com	acosta.joseph@dorsey.com	tom.califano@sidley.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; chad.shandler@fticonsulting.com; jgarvey@sidley.com;	Attorney-Client; Work Product	3/2/2022	Correspondence containing legal advice regarding ongoing litigation
2113				Attorney-Client; Work Product	3/2/2022	Correspondence containing legal advice regarding ongoing litigation
2114	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Garvey, Jackson <jgarvey@sidley.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	3/2/2022	Correspondence containing legal advice regarding restructuring
2115				Attorney-Client	3/2/2022	Correspondence containing legal advice regarding restructuring
2116	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Garvey, Jackson <jgarvey@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>; Ferrell, Ian C. <iferrell@sidley.com>	Attorney-Client; Work Product	3/2/2022	Correspondence containing legal advice regarding restructuring
2117	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC209CC-HEIDI LEAVE>		Attorney-Client; Work Product	3/2/2022	Correspondence discussing legal advice and work product and attorney-retained consultant regarding restructuring
2118	'DeLuise, Kevin' <Kevin.Deluise@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunities.com>	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Work Product	3/2/2022	Correspondence containing work product regarding financial projections
2119				Work Product	3/2/2022	Correspondence containing work product regarding financial projections
2120				Work Product	3/2/2022	Correspondence containing work product regarding financial projections
2121				Work Product	3/2/2022	Correspondence containing work product regarding financial projections
2122				Work Product	3/2/2022	Correspondence containing work product regarding financial projections
2123				Work Product	3/2/2022	Correspondence containing work product regarding financial projections

2124				Work Product	3/2/2022	Correspondence containing work product regarding financial projections
2125				Work Product	3/2/2022	Correspondence containing work product regarding financial projections
2126				Work Product	3/2/2022	Correspondence containing work product regarding financial projections
2127				Work Product	3/2/2022	Correspondence containing work product regarding financial projections
2128				Work Product	3/2/2022	Correspondence containing work product regarding financial projections
2129				Work Product	3/2/2022	Correspondence containing work product regarding financial projections
2130	acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF577665FD-JESSE JANTZ>	Grossklaus.David@dorsey.com	Work Product	3/3/2022	Correspondence containing work product regarding forbearance agreement and restructuring
2131	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Common Interest	3/3/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2132	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client	3/3/2022	Notes documenting legal advice of outside counsel regarding restructuring and forbearance agreement
2133	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client	3/3/2022	Notes documenting legal advice of outside counsel regarding restructuring and forbearance agreement
2134	acosta.joseph@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>	Grossklaus.David@dorsey.com	Attorney-Client; Work Product; Common Interest	3/3/2022	Correspondence containing legal advice and work product regarding forbearance agreement.
2135	acosta.joseph@dorsey.com; Garvey, Jackson <jgarvey@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product; Common Interest	3/3/2022	Correspondence containing legal advice and work product regarding restructuring
2136	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/3/2022	Correspondence containing legal advice regarding UMB contact
2137	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>		Attorney-Client; Work Product	3/3/2022	Correspondence relaying legal advice and work product of outside counsel and attorney-retained advisor regarding bankruptcy filings

2138	Bobby Guy <BGuy@Polsinelli.com>; acosta.joseph@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Attorney-Client; Work Product	3/3/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
2139	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	3/3/2022	Internal email notes relaying legal advice and work product of outside counsel regarding restructuring
2140	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766F5FD-JESSE JANTZ>		Attorney-Client; Common Interest	3/3/2022	Correspondence relaying legal advice of outside counsel of counsel regarding forbearance agreement
2141	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/3/2022	Correspondence relaying legal advice of outside counsel regarding forbearance agreement
2142	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766F5FD-JESSE JANTZ>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/3/2022	Correspondence containing legal advice regarding bankruptcy filings
2143	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	acosta.joseph@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Attorney-Client; Work Product; Common Interest	3/3/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2144	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Hoffman, Juliana <jhoffman@sidley.com>	Garvey, Jackson <jgarvey@sidley.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	3/3/2022	Correspondence containing legal advice regarding restructuring
2145	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Hoffman, Juliana <jhoffman@sidley.com>	Califano, Thomas R. <tom.califano@sidley.com>	Garvey, Jackson <jgarvey@sidley.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Chad J. Shandler CPA - CohnReznick (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	3/3/2022	Correspondence containing legal advice and work product regarding restructuring
2146	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	3/3/2022	Correspondence discussing legal advice and work product regarding resident agreements

2147	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>		Attorney-Client; Work Product	3/3/2022	Correspondence relaying legal advice from outside counsel regarding bankruptcy filings
2148	bguy@polsinelli.com; jeremy.johnson@polsinelli.com	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/3/2022	Correspondence containing legal advice regarding bond documents
2149	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>		Attorney-Client; Work Product; Common Interest	3/3/2022	Correspondence relaying legal advice and work product of outside counsel regarding forbearance agreement
2150	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/3/2022	Correspondence containing legal advice regarding bond documents
2151	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client; Work Product; Common Interest	3/3/2022	Correspondence relaying legal advice and work product of outside counsel regarding forbearance agreement
2152	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE77665ED-JESSE JANTZ>		Attorney-Client	3/3/2022	Correspondence containing and relaying legal advice regarding restructuring
2153	Grossklaus.David@dorsey.com	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; acosta.joseph@dorsey.com; Garvey, Jackson <jgarvey@sidley.com>; chad.shandler@fticonsulting.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product; Common Interest	3/3/2022	Correspondence containing legal advice regarding forbearance agreement
2154	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Garvey, Jackson <jgarvey@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client; Work Product	3/3/2022	Correspondence containing legal advice regarding financials
2155	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE77665ED-JESSE JANTZ>		Attorney-Client; Work Product	3/3/2022	Correspondence relaying legal advice regarding bankruptcy filings

2156	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Califano, Thomas R. <tom.califano@sidley.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; acosta.joseph@dorsey.com; Garvey, Jackson <jgarvey@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Attorney-Client; Work Product; Common Interest	3/3/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2157	BGuy@Polsinelli.com; jeremy.johnson@polsinelli.com	acosta.joseph@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/3/2022	Correspondence containing legal advice regarding bondholder agreement
2158	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C0AE-NICK HARSHF>		Attorney-Client; Work Product	3/3/2022	Correspondence conveying legal advice and work product from outside counsel regarding ongoing litigation
2159				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence conveying legal advice and work product from outside counsel regarding ongoing litigation
2160	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/3/2022	Correspondence containing legal advice and work product regarding the forbearance agreement
2161	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/3/2022	Attachment to correspondence containing legal advice and work product regarding the forbearance agreement
2162				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence containing legal advice and work product regarding the forbearance agreement
2163				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence containing legal advice and work product regarding the forbearance agreement
2164				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence containing legal advice and work product regarding the forbearance agreement
2165	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com; Smith.Steve@dorsey.com	Attorney-Client; Work Product	3/3/2022	Correspondence containing legal advice regarding forbearance
2166				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence containing legal advice regarding forbearance
2167	bguy@polsinelli.com; jeremy.johnson@polsinelli.com	acosta.joseph@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/3/2022	Correspondence requesting and containing legal advice and work product regarding restructuring
2168				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
2169				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
2170				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring

2171				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
2172				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
2173				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
2174				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
2175				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
2176	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com	Attorney-Client; Work Product	3/3/2022	Correspondence containing legal advice and work product regarding restructuring
2177				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
2178				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
2179	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com	Attorney-Client; Work Product; Common Interest	3/3/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2180				Attorney-Client; Work Product; Common Interest	3/3/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2181				Attorney-Client; Work Product; Common Interest	3/3/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2182	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBF15D-JOHN FALLDI>		Attorney-Client	3/3/2022	Correspondence conveying legal advice from outside counsel regarding restructuring
2183	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC200CC-HEIDI LEAVE>		Attorney-Client	3/3/2022	Correspondence relaying legal advice and work product of outside counsel regarding restructuring
2184	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunitie	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Work Product	3/3/2022	Correspondence containing work product regarding financials
2185				Work Product	3/3/2022	Attachment to correspondence containing work product regarding financials
2186				Work Product	3/3/2022	Attachment to correspondence containing work product regarding financials
2187				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence containing work product regarding financials
2188				Attorney-Client; Work Product	3/3/2022	Attachment to correspondence containing work product regarding financials

2189				Work Product	3/3/2022	Attachment to correspondence containing work product regarding financials
2190				Work Product	3/3/2022	Attachment to correspondence containing work product regarding financials
2191				Work Product	3/3/2022	Attachment to correspondence containing work product regarding financials
2192				Work Product	3/3/2022	Attachment to correspondence containing work product regarding financials
2193				Work Product	3/3/2022	Attachment to correspondence containing work product regarding financials
2194				Work Product	3/3/2022	Attachment to correspondence containing work product regarding financials
2195				Work Product	3/3/2022	Attachment to correspondence containing work product regarding financials
2196	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Jessica Zaiger <JZaiger@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client	3/4/2022	Correspondence containing legal advice regarding bond documents
2197	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Annie Chilton <AChilton@Polsinelli.com>	Attorney-Client; Work Product	3/4/2022	Correspondence containing legal advice regarding bankruptcy filing
2198	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	BGuy@polsinelli.com; jeremy.johnson@polsinelli.com; acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/4/2022	Correspondence containing legal advice regarding restructuring
2199	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	3/4/2022	Correspondence requesting legal advice regarding financing
2200	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Larisa Purdy <Larisa.Purdy@lifespacecommunities.com>	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Attorney-Client; Work Product	3/4/2022	Correspondence relaying legal advice from outside counsel regarding bankruptcy filings
2201	David Grossklaus <Grossklaus.David@dorsey.com>; Joseph Acosta <acosta.joseph@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product; Common Interest	3/4/2022	Correspondence containing legal advice and work product of counsel regarding forbearance agreement
2202	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/4/2022	Correspondence relaying legal advice from outside counsel regarding restructuring

2203	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>	Bobby Guy <BGuy@Polsinelli.com>; Brenna Dolphin <BDolphin@Polsinelli.com>	Attorney-Client	3/4/2022	Correspondence containing legal advice regarding financials
2204	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; Jessica Zaiger <JZaiger@Polsinelli.com>	Attorney-Client	3/4/2022	Correspondence containing legal advice regarding bond documents
2205	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; acosta.joseph@dorsey.com	Attorney-Client; Work Product	3/4/2022	Correspondence containing legal advice and work product regarding restructuring
2206				Attorney-Client; Work Product; Common Interest	3/4/2022	Document containing attorney work product regarding restructuring
2207	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Joseph Acosta <acosta.joseph@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Attorney-Client	3/4/2022	Correspondence containing legal advice regarding restructuring
2208	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com	Attorney-Client; Work Product; Common Interest	3/4/2022	Correspondence containing legal advice and work product regarding the forbearance agreement
2209				Attorney-Client; Work Product; Common Interest	3/4/2022	Attachment to correspondence containing legal advice and work product regarding the forbearance agreement
2210				Attorney-Client; Work Product; Common Interest	3/4/2022	Attachment to correspondence containing legal advice and work product regarding the forbearance agreement
2211				Attorney-Client; Work Product; Common Interest	3/4/2022	Attachment to correspondence containing legal advice and work product regarding the forbearance agreement
2212				Attorney-Client; Work Product; Common Interest	3/4/2022	Attachment to correspondence containing legal advice and work product regarding the forbearance agreement
2213	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Annie Chilton <AChilton@Polsinelli.com>	Attorney-Client; Work Product	3/4/2022	Correspondence containing legal advice and work product regarding ongoing litigation
2214				Attorney-Client; Work Product	3/4/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
2215				Attorney-Client; Work Product	3/4/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation

2216	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com; kelly.tom@dorsey.com	Attorney-Client; Work Product; Common Interest	3/4/2022	Correspondence containing legal advice and work product regarding forbearance
2217				Attorney-Client; Work Product; Common Interest	3/4/2022	Attachment to correspondence containing legal advice and work product regarding forbearance
2218				Attorney-Client; Work Product; Common Interest	3/4/2022	Attachment to correspondence containing legal advice and work product regarding forbearance
2219				Attorney-Client; Work Product; Common Interest	3/4/2022	Attachment to correspondence containing legal advice and work product regarding forbearance
2220	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com	Attorney-Client; Work Product; Common Interest	3/4/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2221				Attorney-Client; Work Product; Common Interest	3/4/2022	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
2222				Attorney-Client; Work Product; Common Interest	3/4/2022	Attachment to correspondence containing legal advice and work product regarding forbearance agreement
2223	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Larisa Purdy <Larisa.Purdy@lifespacecommunities.com>		Attorney-Client; Work Product	3/4/2022	Correspondence relaying legal advice and work product regarding restructuring
2224				Work Product	3/4/2022	Attachment to correspondence containing work product regarding restructuring
2225				Work Product	3/4/2022	Attachment to correspondence containing work product regarding restructuring
2226				Work Product	3/4/2022	Attachment to correspondence containing work product regarding restructuring
2227	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>		Attorney-Client; Work Product	3/5/2022	Correspondence containing legal advice and work product regarding forbearance and bankruptcy filings
2228	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Joseph Acosta <acosta.joseph@dorsey.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/5/2022	Correspondence containing legal advice and work product regarding restructuring
2229	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com; BGuy@polsinelli.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	acosta.joseph@dorsey.com		Attorney-Client	3/5/2022	Correspondence containing legal advice regarding forbearance agreement

2230	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	3/5/2022	Correspondence containing legal advice and work product regarding forbearance agreement and bankruptcy filings
2231	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy <BGuy@Polsinelli.com>	acosta.joseph@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Grossklaus.David@dorsey.com	Attorney-Client; Work Product	3/5/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2232	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Grossklaus.David@dorsey.com; Joseph Acosta <acosta.joseph@dorsey.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/5/2022	Correspondence containing legal advice and work product regarding forbearance agreement and ongoing litigation
2233	LifespaceGC <LifespaceGC@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/5/2022	Correspondence containing legal advice regarding bankruptcy filings
2234	acosta.joseph@dorsey.com	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; bguy@polsinelli.com; jeremy.johnson@polsinelli.com; Grossklaus.David@dorsey.com	Attorney-Client; Work Product	3/5/2022	Correspondence requesting and containing work product regarding forbearance agreement
2235	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	David Grossklaus <Grossklaus.David@dorsey.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Joseph Acosta <acosta.joseph@dorsey.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Attorney-Client	3/6/2022	Correspondence requesting and containing legal advice regarding restructuring
2236	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/6/2022	Correspondence requesting and containing legal advice regarding Dallas Morning News article
2237	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	David Grossklaus <Grossklaus.David@dorsey.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Attorney-Client	3/6/2022	Correspondence containing legal advice regarding lawsuit

2238	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	3/6/2022	Correspondence containing legal advice regarding forbearance agreement
2239	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766EED-JESSE JANTZ>	Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/6/2022	Correspondence containing legal advice regarding forbearance
2240	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766EED-JESSE JANTZ>		Attorney-Client; Work Product	3/6/2022	Correspondence relaying legal advice and work product regarding forbearance agreement
2241	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/6/2022	Correspondence relaying legal advice of outside counsel regarding restructuring
2242	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; acosta.joseph@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/6/2022	Correspondence containing legal advice regarding restructuring
2243	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	3/6/2022	Correspondence relaying legal advice of outside counsel regarding forbearance agreement
2244	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; Bobby Guy <BGuy@Polsinelli.com>; acosta.joseph@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/6/2022	Correspondence containing legal advice regarding financials
2245	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Bobby Guy <BGuy@polsinelli.com>	Attorney-Client; Work Product	3/6/2022	Correspondence containing legal advice regarding restructuring

2246	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; acosta.joseph@dorsey.com;	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/6/2022	Correspondence containing legal advice regarding lease
2247	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	3/6/2022	Correspondence relaying legal advice and work product from outside counsel regarding restructuring
2248	Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Chad.Shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; BGuy@polsinelli.com; jeremy.johnson@polsinelli.com	Attorney-Client; Work Product	3/6/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2249	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	David Grossklaus <Grossklaus.David@dorsey.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>; Joseph Acosta <acosta.joseph@dorsey.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Attorney-Client	3/6/2022	Correspondence containing legal advice regarding restructuring
2250	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@polsinelli.com>	Attorney-Client; Work Product	3/6/2022	Correspondence requesting and containing legal advice and work product regarding the forbearance agreement
2251				Attorney-Client	3/6/2022	Attachment to correspondence requesting and containing legal advice and work product regarding the forbearance agreement
2252	Bobby Guy <BGuy@Polsinelli.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Joseph Acosta <acosta.joseph@dorsey.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/6/2022	Correspondence requesting legal advice and work product regarding the forbearance agreement
2253				Attorney-Client; Work Product	3/6/2022	Attachment to correspondence requesting legal advice and work product regarding the forbearance agreement

2254	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/6/2022	Correspondence requesting legal advice and work product regarding restructuring
2255				Attorney-Client	3/6/2022	Attachment to correspondence requesting legal advice and work product regarding restructuring
2256				Attorney-Client	3/6/2022	Attachment to correspondence requesting legal advice and work product regarding restructuring
2257				Work Product; Attorney Client	3/6/2022	Attachment to correspondence requesting legal advice and work product regarding restructuring
2258	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	David Grossklaus <Grossklaus.David@dorsey.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Joseph Acosta <acosta.joseph@dorsey.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Attorney-Client; Work Product	3/6/2022	Correspondence containing legal advice regarding communication plans
2259				Attorney-Client; Work Product	3/6/2022	Correspondence containing legal advice regarding communication plans
2260	Bobby Guy <BGuy@Polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/7/2022	Correspondence requesting and containing legal advice and work product regarding restructuring
2261	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	3/7/2022	Correspondence relaying legal advice and work product of outside counsel regarding forbearance agreement
2262	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; 'Chad Shandler' <Chad.Shandler@fticonsulting.com>	Attorney-Client; Work Product	3/7/2022	Correspondence containing legal advice and work product regarding payment to landlord
2263	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	3/7/2022	Internal email notes containing legal advice and work product of outside counsel regarding restructuring
2264	BGuy@Polsinelli.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	acosta.joseph@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; jeremy.johnson@polsinelli.com	Attorney-Client	3/7/2022	Correspondence containing legal advice regarding forbearance agreement

2265	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; 'Chad Shandler' <Chad.Shandler@fticonsulting.com>	Attorney-Client; Work Product	3/7/2022	Correspondence containing legal advice regarding restructuring
2266	Bobby Guy <BGuy@polsinelli.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>;	Attorney-Client; Work Product	3/7/2022	Correspondence containing legal advice and work product regarding lease cure
2267	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; Bobby Guy <BGuy@Polsinelli.com>; acosta.joseph@dorsey.com	Attorney-Client	3/7/2022	Correspondence containing legal advice regarding wire to UMB
2268	acosta.joseph@dorsey.com	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/7/2022	Correspondence containing legal advice regarding forbearance agreement
2269	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE776655D-JESSE JANTZ>		Attorney-Client	3/7/2022	Correspondence relaying legal advice of outside counsel regarding communications plan
2270	Bobby Guy <BGuy@Polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>;	Attorney-Client; Work Product	3/7/2022	Correspondence containing legal advice regarding lease
2271	jeremy.johnson@polsinelli.com; Grossklaus.David@dorsey.com	acosta.joseph@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; BGuy@Polsinelli.com	Attorney-Client	3/7/2022	Correspondence containing legal advice regarding ground lease and restructuring

2272	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/7/2022	Correspondence containing legal advice regarding communications plans
2273	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	3/7/2022	Correspondence relaying legal advice and work product from outside counsel regarding lease
2274	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	3/7/2022	Correspondence containing legal advice and work product regarding bankruptcy and restructuring
2275	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	3/7/2022	Correspondence containing legal advice regarding financials
2276	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	wireadvice@bankerstrust.com		Attorney-Client; Common Interest	3/7/2022	Attachment to correspondence containing legal advice regarding forbearance agreement
2277	Venita Fields <venita.fields@pelhams2k.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Bob Kehm <Bob.Kehm@LifeSpaceCommunities.com>; LaVerne Epp <LaVerne.Epp@LifeSpaceCommunities.com>; Laverne Epp <elepp@kuinnovationpark.com>; Neal Yanofsky <Neal.Yanofsky@LifeSpaceCommunities.com>; Neal Yanofsky (neal@yanofsky.com) <neal@yanofsky.com>; Paula Shives <Paula.Shives@LifeSpaceCommunities.com>; Venita E. Fields <Venita.Fields@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Attorney-Client; Work Product	3/7/2022	Correspondence containing legal advice rand work product regarding lease agreement

2278	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	3/7/2022	Correspondence containing legal advice regarding restructuring and bankruptcy filings
2279	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/7/2022	Correspondence containing legal advice regarding forbearance agreement
2280	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Paula Shives <Paula.Shives@LifeSpaceCommunities.com>	Bob Kehm <Bob.Kehm@LifeSpaceCommunities.com>; LaVerne Epp <LaVerne.Epp@LifeSpaceCommunities.com>; Laverne Epp <elepp@kuinnovationpark.com>; Neal Yanofsky <Neal.Yanofsky@LifeSpaceCommunities.com>; Neal Yanofsky (neal@yanofsky.com) <neal@yanofsky.com>; Venita E. Fields (Pelhams) <venita.fields@pelhams2k.com>; Venita E. Fields <Venita.Fields@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield	Attorney-Client; Work Product	3/7/2022	Correspondence requesting and containing legal advice and work product regarding restructuring
2281				Attorney-Client; Work Product	3/7/2022	Attachment to correspondence requesting and containing legal advice and work product regarding restructuring
2282	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Grossklaus.David@dorsey.com	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; freed.adam@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunitie	Attorney-Client; Work Product	3/7/2022	Correspondence containing work product regarding forbearance

2283				Attorney-Client; Work Product	3/7/2022	Attachment to correspondence containing work product regarding forbearance
2284				Attorney-Client; Work Product	3/7/2022	Attachment to correspondence discussing legal advice from outside counsel regarding restructuring
2285	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Neal Yanofsky <neal@yanofsky.com>	Bob Kehm <Bob.Kehm@LifeSpaceCommunities.com>; LaVerne Epp <LaVerne.Epp@LifeSpaceCommunities.com>; Laverne Epp <elepp@kuinnovationpark.com>; Neal Yanofsky <Neal.Yanofsky@LifeSpaceCommunities.com>; Paula Shives <Paula.Shives@LifeSpaceCommunities.com>; Venita E. Fields (Pelhams) <venita.fields@pelhams2k.com>; Venita E. Fields <Venita.Fields@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Attorney-Client; Work Product	3/7/2022	Correspondence containing legal advice regarding ongoing litigation
2286	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Paula Shives <Paula.Shives@LifeSpaceCommunities.com>	Bob Kehm <Bob.Kehm@LifeSpaceCommunities.com>; LaVerne Epp <LaVerne.Epp@LifeSpaceCommunities.com>; Laverne Epp <elepp@kuinnovationpark.com>; Neal Yanofsky <Neal.Yanofsky@LifeSpaceCommunities.com>; Neal Yanofsky (neal@yanofsky.com) <neal@yanofsky.com>; Venita E. Fields (Pelhams) <venita.fields@pelhams2k.com>; Venita E. Fields <Venita.Fields@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield	Attorney-Client; Work Product	3/7/2022	Correspondence containing legal advice and work product regarding restructuring
2287				Attorney-Client; Work Product	3/7/2022	Attachment to correspondence containing legal advice and work product regarding restructuring

2288	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; 'Chad Shandler' <Chad.Shandler@fticonsulting.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	3/8/2022	Correspondence containing legal advice regarding bondholder call
2289	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/8/2022	Correspondence containing legal advice regarding restructuring
2290	'Chad Shandler' <Chad.Shandler@fticonsulting.com>; Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	3/8/2022	Correspondence containing legal advice regarding financials
2291				Attorney-Client	3/8/2022	Correspondence containing legal advice regarding financials
2292				Attorney-Client	3/8/2022	Correspondence containing legal advice regarding financials
2293	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	3/8/2022	Correspondence containing and relaying legal advice regarding communication strategy;
2294	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Baldo, Diana <Diana.Baldo@fticonsulting.com>	Strat Comm AMER Edgemere Communications <EdgemereCommunications@fticonsulting.com>	Attorney-Client; Work Product	3/8/2022	Correspondence relaying legal advice of in house counsel and outside counsel regarding communications plans
2295				Attorney-Client; Work Product	3/8/2022	Correspondence relaying legal advice of in house counsel and outside counsel regarding communications plans
2296				Attorney-Client; Work Product	3/8/2022	Correspondence relaying legal advice of in house counsel and outside counsel regarding communications plans
2297	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	jenkins.michael@dorsey.com	Raina Reeder <Raina.Reeder@lifespacecommunities.com>	Attorney-Client; Work Product	3/8/2022	Correspondence containing legal advice regarding Edgemere payroll funding
2298	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Larisa Purdy <Larisa.Purdy@lifespacecommunities.com>; Chris Lynn <Chris.Lynn@LifeSpaceCommunities	Trinitee Green <tggreen@polsinelli.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	3/8/2022	Correspondence containing legal advice regarding restructuring

2299	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC299CC-HEIDI LEAVE>	Michael Jenkins <jenkins.michael@dorsey.com>	Attorney-Client; Work Product	3/8/2022	Correspondence containing legal advice and work product regarding restructuring
2300				Work Product	3/8/2022	Correspondence containing work product regarding bond restructuring
2301	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	3/9/2022	Correspondence containing legal advice and work product regarding restructuring
2302	Bobby Guy <BGuy@Polsinelli.com>; Grossklaus.David@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; acosta.joseph@dorsey.com	Attorney-Client	3/9/2022	Correspondence containing legal advice regarding rent payment
2303	Bobby Guy <BGuy@polsinelli.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; acosta.joseph@dorsey.com; Grossklause David	Attorney-Client; Work Product	3/9/2022	Correspondence containing legal advice and work product regarding forbearance agreement, disclosure statement, and restructuring
2304	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE77665ED-JESSE JANTZ>		Attorney-Client	3/9/2022	Correspondence relaying legal advice of outside counsel regarding forbearance agreement
2305	Chad.Shandler@fticonsulting.com	acosta.joseph@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; BGuy@polsinelli.com; Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; jeremy.johnson@polsinelli.com	Attorney-Client; Work Product	3/9/2022	Correspondence containing legal advice and work product regarding March rent
2306	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; acosta.joseph@dorsey.com	Attorney-Client	3/9/2022	Correspondence requesting legal advice regarding rent payment

2307	BGuy@Polsinelli.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; jeremy.johnson@polsinelli.com; acosta.joseph@dorsey.com; chad.shandler@fticonsulting.com	Grossklaus.David@dorsey.com		Work Product; Attorney Client	3/9/2022	Correspondence containing legal advice regarding forbearance agreement
2308	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Adajian, Kyra <Kyra.Adajian@fticonsulting.com>	Strat Comm AMER Edgemere Communications <EdgemereCommunications@fticonsulting.com>	Attorney-Client; Work Product	3/9/2022	Correspondence relaying legal advice of outside counsel regarding forbearance communications
2309	Bobby Guy <BGuy@Polsinelli.com>; 'Chad Shandler' <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; acosta.joseph@dorsey.com	Attorney-Client; Work Product	3/9/2022	Correspondence containing legal advice regarding lease
2310	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; acosta.joseph@dorsey.com	Attorney-Client; Work Product	3/9/2022	Correspondence containing legal advice regarding rent payment
2311	Bobby Guy <BGuy@Polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; acosta.joseph@dorsey.com; Grossklause David <grossklaus.david@dorsey.com>; Ann Powell <Ann.Powell@lifespacecommunities	Attorney-Client; Work Product	3/9/2022	Correspondence containing legal advice regarding restructuring
2312	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	3/9/2022	Correspondence containing work product regarding restructuring

2313	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; acosta.joseph@dorsey.com; Grossklause David <grossklaus.david@dorsey.com>; Shandler Chad CPA <chad.shandler@fticonsulting.com>	Bobby Guy <BGuy@Polsinelli.com>		Attorney-Client; Work Product	3/9/2022	Correspondence containing legal advice regarding restructuring
2314	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANT7>		Attorney-Client	3/9/2022	Correspondence relaying legal advice and work product regarding forbearance communications
2315	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jant>		Attorney-Client; Work Product	3/9/2022	Correspondence discussing legal advice and work product from outside counsel and attorney-retained consultant regarding restructuring
2316	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/9/2022	Correspondence containing legal advice regarding communication plans
2317				Attorney-Client; Work Product	3/9/2022	Correspondence containing legal advice regarding communication plans
2318	Susan Straub <Susan.Straub@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBE15D-JOHN FALLDI>		Attorney-Client; Work Product	3/9/2022	Correspondence relaying work product of outside counsel and attorney-retained advisor regarding forbearance agreement
2319				Work Product; Attorney Client	3/9/2022	Attachment to correspondence relaying work product of outside counsel and attorney-retained advisor regarding forbearance agreement
2320				Work Product; Attorney Client	3/9/2022	Attachment to correspondence relaying work product of outside counsel and attorney-retained advisor regarding forbearance agreement
2321	jenkins.michael@dorsey.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>	Raina Reeder <Raina.Reeder@lifespacecommunities.com>		Attorney-Client; Work Product	3/9/2022	Correspondence containing legal advice and work product regarding ongoing litigation
2322				Attorney-Client; Work Product	3/9/2022	Attachment to correspondence relaying request for legal advice from outside counsel regarding Forbearance
2323	Steve Owens <Steve.Owens@lifespacecommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC299CC-HEIDI LEAVE>		Attorney-Client; Work Product	3/9/2022	Correspondence discussing legal advice from outside counsel regarding lease agreement

2324	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	3/10/2022	Correspondence containing legal advice and work product related to restructuring
2325	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com	Work Product	3/10/2022	Correspondence containing work product regarding restructuring
2326	Grossklaus.David@dorsey.com; BGuy@Polsinelli.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/10/2022	Correspondence requesting and containing legal advice regarding EMMA notices
2327	BGuy@polsinelli.com	Grossklaus.David@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>;	Attorney-Client; Common Interest	3/10/2022	Correspondence containing legal advice regarding forbearance
2328	Grossklaus.David@dorsey.com	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/10/2022	Correspondence containing legal advice regarding disclosures
2329	Bobby Guy <BGuy@Polsinelli.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Common Interest	3/10/2022	Correspondence containing legal advice of counsel regarding forbearance agreement
2330	acosta.joseph@dorsey.com	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Common Interest	3/10/2022	Correspondence containing legal advice of counsel regarding forbearance agreement
2331	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/10/2022	Correspondence requesting legal advice regarding board of directors
2332	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client	3/10/2022	Correspondence containing legal advice regarding resident representation

2333	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF7766E5ED-JESSE JANTZ>		Work Product	3/10/2022	Correspondence containing work product of counsel regarding forbearance agreement
2334	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef7766E5Ed-Jesse Jantz>		Attorney-Client	3/10/2022	Correspondence requesting legal advice regarding restructuring
2335	Grossklaus.David@dorsey.com; BGuy@polsinelli.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF7766E5ED-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; jeremy.johnson@polsinelli.com	Attorney-Client	3/10/2022	Correspondence containing legal advice and work product regarding restructuring
2336	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	BGuy@polsinelli.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; jeremy.johnson@polsinelli.com	Attorney-Client	3/10/2022	Correspondence containing legal advice and work product regarding restructuring and disclosures
2337	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com	Attorney-Client; Work Product	3/10/2022	Correspondence containing legal advice regarding restructuring and bankruptcy filings
2338	Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>; Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>	Attorney-Client; Work Product; Common Interest	3/10/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2339	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/10/2022	Correspondence containing legal advice regarding board of directors
2340	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	acosta.joseph@dorsey.com	BGuy@polsinelli.com; jeremy.johnson@polsinelli.com; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/10/2022	Correspondence containing legal advice regarding claims against landlord
2341	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	grossklaus.david@dorsey.com; acosta.joseph@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/10/2022	Correspondence regarding restructuring and litigation

2342	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	jenkins.michael@dorsey.com	Grossklaus.David@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	3/10/2022	Document reflecting communications containing legal advice regarding forbearance, ongoing litigation, and bankruptcy filings
2343	acosta.joseph@dorsey.com; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/10/2022	Correspondence containing legal advice regarding call with bondholders
2344	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; jeremy.johnson@polsinelli.com	acosta.joseph@dorsey.com		Attorney-Client; Common Interest	3/10/2022	Correspondence containing legal advice regarding forbearance agreement
2345	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Chad Shandler <chad.shandler@fticonsulting.com>; Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	3/10/2022	Correspondence containing legal advice regarding nondisclosure agreement
2346	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; acosta.joseph@dorsey.com; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/10/2022	Correspondence containing legal advice regarding lease agreement
2347	Bobby Guy <BGuy@Polsinelli.com>; Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/10/2022	Correspondence containing legal advice regarding bondholder agreement
2348	BGuy@Polsinelli.com; jeremy.johnson@polsinelli.com; acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Grossklaus.David@dorsey.com		Attorney-Client	3/10/2022	Correspondence containing legal advice regarding bondholder agreement
2349	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Work Product; Attorney Client	3/10/2022	Correspondence memorializing legal advice of outside counsel regarding bankruptcy filings and ongoing litigation

2350	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Bobby Guy <BGuy@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/11/2022	Correspondence containing legal advice and work product regarding restructuring
2351	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Work Product	3/11/2022	Correspondence containing work product regarding exit strategy
2352	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Nick Harshfield <NHarshfield@LifeSpaceCommunities.com>	grossklaus.david@dorsey.com; acosta.joseph@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/11/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
2353	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	3/11/2022	Notes documenting legal advice of outside counsel regarding bankruptcy filings
2354	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com;	Attorney-Client; Work Product	3/11/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
2355	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>; acosta.joseph@dorsey.com	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	3/11/2022	Correspondence containing legal advice regarding Reorg news
2356	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Chad.Shandler@fticonsulting.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; BGuy@polsinelli.com; acosta.joseph@dorsey.com; jeremy.johnson@polsinelli.com	Attorney-Client; Work Product	3/11/2022	Correspondence containing legal advice regarding bankruptcy filings

2357	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>		Work Product	3/11/2022	Correspondence relaying work product of outside counsel regarding bankruptcy filings
2358	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	BGuy@polsinelli.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; acosta.joseph@dorsey.com; jeremy.johnson@polsinelli.com	Attorney-Client; Work Product	3/11/2022	Correspondence containing legal advice regarding exit strategy and bankruptcy filings
2359	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANT7>	grossklaus.david@dorsey.com; acosta.joseph@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/11/2022	Correspondence containing legal advice regarding bankruptcy filings
2360	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Bobby Guy <BGuy@polsinelli.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/11/2022	Correspondence containing legal advice regarding restructuring
2361	Grossklaus.David@dorsey.com	Bobby Guy <BGuy@Polsinelli.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; chad.shandler@fticonsulting.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; acosta.joseph@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/11/2022	Correspondence containing legal advice regarding restructuring
2362	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client	3/11/2022	Correspondence relaying legal advice and work product outside counsel regarding restructuring
2363	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANT7>		Attorney-Client; Work Product	3/11/2022	Correspondence containing legal advice regarding restructuring
2364	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy <BGuy@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/11/2022	Correspondence containing legal advice regarding restructuring

2365	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/11/2022	Correspondence containing and relaying legal advice regarding nondisclosure agreements
2366	acosta.joseph@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Chad.Shandler@fticonsulting.com; BGuy@polsinelli.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com;	Attorney-Client; Work Product	3/11/2022	Correspondence containing legal advice and work product regarding restructuring
2367	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/11/2022	Correspondence requesting legal advice and work product regarding restructuring
2368				Work Product; Attorney Client	3/11/2022	Attachment to correspondence requesting legal advice and work product regarding restructuring
2369	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Califano, Thomas R. <tom.califano@sidley.com>	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client; Work Product	3/11/2022	Correspondence containing legal advice pertaining to non-disclosure agreement
2370				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2371				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2372				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2373				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2374				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2375				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2376				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2377				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2378				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2379				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2380				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2381				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2382				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2383				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2384				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2385				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement

2386				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2387				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2388				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2389				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2390				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2391				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2392				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2393				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2394				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2395				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2396				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2397				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2398				Attorney-Client; Work Product	3/11/2022	Attachment to correspondence containing legal advice pertaining to non-disclosure agreement
2399	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/12/2022	Correspondence requesting and containing legal advice and work product regarding forbearance agreement
2400	acosta.joseph@dorsey.com	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy	Attorney-Client; Work Product; Common Interest	3/12/2022	Correspondence requesting legal advice and work product related to forbearance agreement
2401	David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product; Common Interest	3/12/2022	Correspondence containing work product and legal advice, including that of UMB counsel, related to forbearance agreement
2402	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product; Common Interest	3/12/2022	Correspondence containing legal advice and work product regarding the forbearance agreement
2403	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766		Attorney-Client	3/12/2022	Correspondence containing legal advice and work product regarding restructuring and bondholder agreements
2404	acosta.joseph@dorsey.com	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Attorney-Client; Work Product; Common Interest	3/12/2022	Correspondence containing legal advice and work product regarding the forbearance agreement

2405	jeremy.johnson@polsinelli.com	Grossklaus.David@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; acosta.joseph@dorsey.com; BGuy@polsinelli.com; chad.shandler@fticonsulting.com	Attorney-Client; Work Product	3/12/2022	Correspondence containing legal advice regarding call with bondholders
2406	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Bobby Guy <BGuy@Polsinelli.com>; Chad J. Shandler (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	3/12/2022	Correspondence containing legal advice regarding bondholder agreement
2407	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	3/12/2022	Correspondence discussing legal advice and work product from outside counsel regarding bondholder agreement
2408	acosta.joseph@dorsey.com	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/12/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2409	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Bobby Guy <BGuy@Polsinelli.com>; Chad J. Shandler (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	3/12/2022	Attachment to correspondence requesting legal advice regarding restructuring
2410	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product; Common Interest	3/12/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2411	Hoffman, Juliana <jhoffman@sidley.com>; Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/13/2022	Correspondence containing legal advice regarding bondholder agreements
2412	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	3/13/2022	Correspondence relaying legal advice and work product of outside counsel regarding restructuring

2413	BGuy@polsinelli.com	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; acosta.joseph@dorsey.com; jeremy.johnson@polsinelli.com; Chad.Shandler@fticonsulting.com	Attorney-Client; Work Product	3/14/2022	Correspondence containing legal advice regarding restructuring and ongoing litigation
2414	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C0AE-NICK HARSHF>		Attorney-Client; Work Product	3/14/2022	Correspondence relaying legal advice from outside counsel regarding bankruptcy filings
2415	Steven J. Solomon Esq. <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF5776655D-JESSE JANTZ>		Attorney-Client	3/14/2022	Correspondence requesting legal advice regarding restructuring
2416	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; acosta.joseph@dorsey.com	Attorney-Client; Work Product	3/14/2022	Correspondence containing legal advice regarding ongoing litigation
2417	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client	3/14/2022	Correspondence containing legal advice regarding bondholder call
2418	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product; Common Interest	3/14/2022	Correspondence containing legal advice and work product regarding lease agreement
2419				Attorney-Client; Work Product; Common Interest	3/14/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2420				Attorney-Client; Work Product; Common Interest	3/14/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2421				Attorney-Client; Work Product; Common Interest	3/14/2022	Attachment to correspondence containing legal advice and work product regarding lease agreement
2422				Attorney-Client; Work Product; Common Interest	3/14/2022	Attachment to correspondence containing legal advice and work product regarding lease agreement
2423				Attorney-Client; Work Product; Common Interest	3/14/2022	Attachment to correspondence containing legal advice and work product regarding lease agreement
2424				Attorney-Client; Work Product; Common Interest	3/14/2022	Attachment to correspondence containing legal advice and work product regarding lease agreement

2425				Attorney-Client; Work Product; Common Interest	3/14/2022	Attachment to correspondence containing legal advice and work product regarding lease agreement
2426				Attorney-Client; Work Product; Common Interest	3/14/2022	Attachment to correspondence containing legal advice and work product regarding lease agreement
2427	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766EED-JESSE JANTZ>		Attorney-Client	3/14/2022	Correspondence requesting legal advice regarding restructuring
2428	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client	3/14/2022	Correspondence containing legal advice and work product regarding restructuring
2429	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Grossklaus.David@dorsey.com; Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Brenna Dolphin <BDolphin@Polsinelli.com>	Attorney-Client	3/14/2022	Correspondence containing and requesting legal advice and work product regarding resident refunds
2430				Work Product; Attorney Client	3/14/2022	Attachment to correspondence containing and requesting legal advice and work product regarding resident refunds
2431	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/15/2022	Correspondence containing legal advice regarding bankruptcy filings
2432	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766EED-JESSE JANTZ>		Attorney-Client	3/15/2022	Correspondence containing legal advice regarding restructuring
2433	BGuy@Polsinelli.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com; jeremy.johnson@polsinelli.com; chad.shandler@fticonsulting.com	Attorney-Client; Work Product	3/15/2022	Correspondence containing legal advice and work product regarding restructuring
2434	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>		Attorney-Client	3/15/2022	Correspondence containing legal advice regarding restructuring
2435	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766EED-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/15/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
2436	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766EED-JESSE JANTZ>		Attorney-Client; Work Product	3/15/2022	Correspondence relaying legal advice and work product regarding restructuring

2437	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/15/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
2438	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Grossklaus.David@dorsey.com; acosta.joseph@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>; chad.shandler@fticonsulting.com	Attorney-Client; Work Product	3/15/2022	Correspondence containing legal advice regarding restructuring
2439	Grossklaus.David@dorsey.com	acosta.joseph@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/15/2022	Correspondence containing legal advice regarding bankruptcy filings
2440	Grossklaus.David@dorsey.com	acosta.joseph@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/15/2022	Correspondence containing legal advice regarding bankruptcy filing
2441	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; bguy@polsinelli.com; jeremy.johnson@polsinelli.com; acosta.joseph@dorsey.com	Attorney-Client	3/15/2022	Correspondence containing legal advice regarding bondholder meeting
2442	David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/15/2022	Correspondence containing legal advice regarding bankruptcy filings
2443	Neal Yanofsky <neal@yanofsky.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	3/15/2022	Correspondence relaying legal advice from outside counsel on corporate governance issues
2444	Shandler Chad CPA <chad.shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>		Attorney-Client; Work Product	3/15/2022	Correspondence regarding ongoing litigation

2445	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; acosta.joseph@dorsey.com; Grossklaus.David@dorsey.com	Attorney-Client; Work Product	3/15/2022	Correspondence containing work product regarding restructuring
2446	Brenna Dolphin <BDolphin@Polsinelli.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBE15D-JOHN FALLDI>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/15/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2447	Brenna Dolphin <BDolphin@Polsinelli.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBE15D-JOHN FALLDI>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/15/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2448	BDolphin@Polsinelli.com	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>; jeremy.johnson@polsinelli.com	Attorney-Client	3/15/2022	Correspondence containing legal advice regarding resident refund
2449				Attorney Client	3/15/2022	Attachment to correspondence containing legal advice regarding resident refund
2450	Brenna Dolphin <BDolphin@Polsinelli.com>; John Falldine <John.Falldine@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/15/2022	Correspondence containing legal advice regarding restructuring
2451	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Grossklaus.David@dorsey.com; freed.adam@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; work product	3/16/2022	Correspondence containing work product summary of Texas Department of Insurance call
2452	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766E5D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/16/2022	Correspondence requesting legal advice and work product regarding residents' counsel
2453	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client	3/16/2022	Correspondence relaying legal advice of outside counsel regarding restructuring

2454	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Attorney-Client	3/16/2022	Correspondence requesting legal advice regarding restructuring
2455	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; acosta.joseph@dorsey.com; Grossklaus.David@dorsey.com; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/16/2022	Correspondence containing legal advice regarding resident refunds
2456	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/16/2022	Correspondence relaying legal advice from outside counsel regarding Dallas Morning News
2457	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/16/2022	Correspondence relaying legal advice from outside counsel regarding restructuring
2458	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	3/16/2022	Correspondence requesting legal advice regarding restructuring and corporate governance issues
2459	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	3/16/2022	Correspondence containing legal advice regarding ongoing litigation
2460	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Attorney-Client	3/16/2022	Correspondence requesting legal advice regarding restructuring

2461	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	3/16/2022	Correspondence relaying legal advice from outside counsel regarding Edgemere board
2462	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Bobby Guy <BGuy@Polsinelli.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/16/2022	Correspondence requesting legal advice regarding restructuring
2463	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Attorney-Client	3/16/2022	Correspondence containing legal advice regarding Edgemere board
2464	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client	3/16/2022	Correspondence requesting legal advice regarding restructuring
2465	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; acosta.joseph@dorsey.com; Grossklaus.David@dorsey.com	Attorney-Client; Work Product	3/16/2022	Correspondence containing legal advice regarding financials
2466	'Ann Powell' <Ann.Powell@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	3/16/2022	Correspondence discussing legal advice and work product from outside counsel regarding restructuring
2467	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	3/16/2022	Correspondence discussing legal advice and work product from outside counsel regarding ongoing litigation

2468	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	3/16/2022	Correspondence containing and relaying legal advice regarding restructuring
2469	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client	3/16/2022	Correspondence requesting legal advice regarding restructuring
2470				Attorney-Client	3/16/2022	Attachment to correspondence requesting legal advice regarding restructuring
2471	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	3/16/2022	Correspondence containing legal advice regarding Dallas Morning News articles
2472	Brenna Dolphin <BDolphin@Polsinelli.com>	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/16/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2473	John Falldine <John.Falldine@lifespacecommunities.com>; Brenna Dolphin <BDolphin@Polsinelli.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/16/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2474	Brenna Dolphin <BDolphin@Polsinelli.com>; John Falldine <John.Falldine@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/16/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2475	Maria Balderas <Maria.Balderas@lifespacecommunities.com>; BDolphin@Polsinelli.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2EB515D-JOHN FALLDI>	jeremy.johnson@polsinelli.com; Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>	Attorney-Client; Work Product	3/16/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2476	jeremy.johnson@polsinelli.com	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2EB515D-JOHN FALLDI>		Attorney-Client; Work Product	3/16/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation

2477	Jeremy Johnson <jeremy.johnson@polsinelli.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2EBE15D-JOHN FALLDI>	Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client; Work Product	3/16/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2478	Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2EBE15D-JOHN FALLDI>		Attorney-Client	3/16/2022	Correspondence containing and relaying work product regarding resident communications
2479	John Falldine <John.Falldine@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/16/2022	Correspondence containing work product related to resident refunds
2480	Brenna Dolphin <BDolphin@Polsinelli.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2EBE15D-JOHN FALLDI>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/16/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2481	Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	John Falldine <John.Falldine@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/16/2022	Correspondence containing legal advice regarding restructuring
2482	John Falldine <John.Falldine@lifespacecommunities.com>; Maria Balderas <Maria.Balderas@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>	Attorney-Client; Work Product	3/16/2022	Correspondence containing legal advice regarding escrow agreement
2483	Brenna Dolphin <BDolphin@Polsinelli.com>; John Falldine <John.Falldine@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>	Attorney-Client; Work Product	3/16/2022	Correspondence containing legal advice and work product regarding resident refunds
2484				Attorney-Client; Work Product	3/16/2022	Attachment to correspondence containing legal advice and work product regarding resident refunds
2485	Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>	Ashley Gould <agould@polsinelli.com>	John Falldine <John.Falldine@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/16/2022	Correspondence containing legal advice regarding resident agreement

2486	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Brenna Dolphin <BDolphin@polsinelli.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	John Falldine <John.Falldine@lifespacecommunities.com>; Maria Balderas <Maria.Balderas@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	3/16/2022	Correspondence containing legal advice and work product regarding ongoing litigation
2487	Brenna Dolphin <BDolphin@Polsinelli.com>	Chris Silasavage </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B31FCF259B4340F49A55545F826F2FB7-CHRIS SILAS>	John Falldine <John.Falldine@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/16/2022	Correspondence containing legal advice regarding resident refunds
2488	Trinitee Green <tggreen@polsinelli.com>; Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunitie	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>	Project DFW <projectDFW@Polsinelli.com>	Attorney-Client; Work Product	3/16/2022	Correspondence containing legal advice and work product regarding restructuring
2489	Trinitee Green <tggreen@polsinelli.com>; Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunitie	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>	Project DFW <projectDFW@Polsinelli.com>	Attorney-Client; Work Product	3/16/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
2490				Attorney-Client; Work Product	3/16/2022	Attachment to correspondence containing work product regarding forbearance agreement and financials
2491				Attorney-Client; Work Product	3/16/2022	Attachment to correspondence containing work product regarding forbearance agreement and financials
2492	Martha Holloway <marthaholloway69@gmail.com>	Martha Holloway </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=974A426B688444CCA6EC5BBAFF09F7DF-MARTHA HOL>		Attorney-Client; Work Product	3/16/2022	Correspondence conveying legal advice from outside counsel and work product regarding ongoing litigation
2493	Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>	TOYOTA OF ORLAN <voicemail@lifespacecommunities.com>		Attorney-Client; Work Product	3/16/2022	Attachment to correspondence conveying legal advice from outside counsel and work product regarding ongoing litigation
2494				Attorney-Client; Work Product	3/16/2022	Attachment to correspondence conveying legal advice from outside counsel and work product regarding ongoing litigation
2495	Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>	TOYOTA OF ORLAN <voicemail@lifespacecommunities.com>		Attorney-Client; Work Product	3/16/2022	Attachment to correspondence conveying legal advice from outside counsel and work product regarding ongoing litigation
2496				Attorney-Client; Work Product	3/16/2022	Attachment to correspondence conveying legal advice from outside counsel and work product regarding ongoing litigation
2497	John Falldine <John.Falldine@lifespacecommunities.com>	Chris Silasavage </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B31FCF259B4340F49A55545F826F2FB7-CHRIS SILAS>		Attorney-Client; Work Product	3/16/2022	Attachment to correspondence conveying legal advice from outside counsel and work product regarding ongoing litigation

2498	Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>	Martha Holloway <Martha.Holloway@lifespacecommunities.com>		Attorney-Client; Work Product	3/16/2022	Attachment to correspondence conveying legal advice from outside counsel and work product regarding ongoing litigation
2499				Attorney-Client; Work Product	3/16/2022	Attachment to correspondence conveying legal advice from outside counsel and work product regarding ongoing litigation
2500	Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>	Martha Holloway <Martha.Holloway@lifespacecommunities.com>		Attorney-Client; Work Product	3/16/2022	Attachment to correspondence conveying legal advice from outside counsel and work product regarding ongoing litigation
2501				Attorney-Client; Work Product	3/16/2022	Attachment to correspondence conveying legal advice from outside counsel and work product regarding ongoing litigation
2502	Chris Silasavage <Chris.Silasavage@lifespacecommunities.com>	Martha Holloway <Martha.Holloway@lifespacecommunities.com>		Attorney-Client; Work Product	3/16/2022	Attachment to correspondence conveying legal advice from outside counsel and work product regarding ongoing litigation
2503				Attorney-Client; Work Product	3/16/2022	Attachment to correspondence conveying legal advice from outside counsel and work product regarding ongoing litigation
2504				Attorney-Client; Work Product	3/16/2022	Attachment to correspondence conveying legal advice from outside counsel and work product regarding ongoing litigation
2505				Attorney-Client; Work Product	3/16/2022	Attachment to correspondence conveying legal advice from outside counsel and work product regarding ongoing litigation
2506	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Bobby Guy	Steven J. Solomon <Steven.Solomon@gray-robinson.com>		Attorney-Client	3/17/2022	Correspondence requesting legal advice regarding restructuring
2507	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; CPA Shandler Chad <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	3/17/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2508	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; acosta.joseph@dorsey.com; Grossklaus.David@dorsey.com; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/17/2022	Correspondence containing legal advice and work product regarding financials

2509	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>		Attorney-Client	3/17/2022	Correspondence requesting legal advice regarding restructuring
2510	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/17/2022	Correspondence requesting legal advice regarding restructuring
2511	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF7766EED-JESSE JANTZ>		Attorney-Client	3/17/2022	Correspondence relaying legal advice of outside counsel regarding restructuring
2512	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client	3/17/2022	Correspondence relaying legal advice from outside counsel regarding restructuring
2513	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF7766EED-JESSE JANTZ>		Attorney-Client	3/17/2022	Correspondence containing legal advice regarding restructuring
2514	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client	3/17/2022	Notes documenting legal advice of outside counsel regarding bondholder strategy and financial disclosures
2515	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	3/17/2022	Correspondence relaying legal advice and work product regarding restructuring
2516				Work Product; Attorney Client	3/17/2022	Attachment to correspondence relaying legal advice and work product regarding resident refund
2517	Eric Walker <Ewalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF7766EED-JESSE JANTZ>		Attorney-Client; Work Product	3/17/2022	Correspondence containing legal advice regarding restructuring
2518				Attorney-Client; Work Product	3/17/2022	Correspondence containing legal advice regarding restructuring
2519				Attorney-Client; Work Product	3/17/2022	Correspondence containing legal advice regarding restructuring

2520	Brenna Dolphin <BDolphin@Polsinelli.com>	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/17/2022	Correspondence containing work product related to resident refunds
2521				Work Product; Attorney Client	3/17/2022	Attachment to correspondence containing work product related to resident refunds
2522	Brenna Dolphin <BDolphin@Polsinelli.com>	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/17/2022	Correspondence containing legal advice regarding resident refunds
2523				Attorney-Client	3/17/2022	Attachment to correspondence containing legal advice regarding resident refunds
2524	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunitie	Trinitee Green <tggreen@polsinelli.com>	Project DFW <projectDFW@Polsinelli.com>	Attorney-Client; Work Product	3/17/2022	Correspondence relaying legal advice and work product regarding restructuring
2525	Trinitee Green <tggreen@polsinelli.com>; Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunitie	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>	Project DFW <projectDFW@Polsinelli.com>	Attorney-Client; Work Product	3/17/2022	Correspondence containing legal advice and work product regarding restructuring
2526	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunitie	Trinitee Green <tggreen@polsinelli.com>	Project DFW <projectDFW@Polsinelli.com>	Attorney-Client; Work Product	3/17/2022	Correspondence containing legal advice and work product regarding restructuring
2527	Trinitee Green <tggreen@polsinelli.com>; Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunitie	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>	Project DFW <projectDFW@Polsinelli.com>	Attorney-Client; Work Product	3/17/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
2528	Trinitee Green <tggreen@polsinelli.com>; Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunitie	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>	Project DFW <projectDFW@Polsinelli.com>	Attorney-Client; Work Product	3/17/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
2529	'Trinitee Green' <tggreen@polsinelli.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommunitie	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	Project DFW <projectDFW@Polsinelli.com>	Attorney-Client; Work Product	3/17/2022	Correspondence requesting and containing legal advice and work product regarding bankruptcy filings

2530	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/17/2022	Correspondence containing legal advice regarding bond and forbearance agreement
2531				Attorney-Client; Work Product	3/17/2022	Document containing attorney work product regarding resident refunds
2532				Attorney-Client; Work Product	3/17/2022	Document containing attorney work product regarding resident refunds
2533	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice and work product regarding restructuring
2534	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/18/2022	Correspondence containing legal advice regarding bondholder agreement
2535	Eric Walker <Ewalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
2536	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	EWalker@perkinscoie.com	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice and work product regarding current litigation
2537	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; Grossklaus.David@dorsey.com	Attorney-Client	3/18/2022	Correspondence containing legal advice regarding nondisclosure agreement
2538	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice and work product regarding restructuring

2539	Califano, Thomas R. <tom.califano@sidley.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunitie	Hoffman, Juliana <jhoffman@sidley.com>		Attorney-Client	3/18/2022	Correspondence containing legal advice regarding nondisclosure agreement
2540	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF77665FD-JESSE JANTZ>		Attorney-Client	3/18/2022	Correspondence relaying legal advice of outside counsel regarding restructuring
2541	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; chad.shandler@fticonsulting.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice and work product regarding restructuring
2542	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>		Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
2543	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF77665FD-JESSE JANTZ>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; Grossklaus.David@dorsey.com	Attorney-Client	3/18/2022	Correspondence containing legal advice regarding nondisclosure agreement
2544	chad.shandler@fticonsulting.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Walker, Eric E. (Perkins Coie)	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product; Common Interest	3/18/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2545	Bobby Guy <BGuy@Polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice regarding restructuring
2546	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF77665FD-JESSE JANTZ>		Attorney-Client	3/18/2022	Correspondence relaying legal advice of outside counsel regarding restructuring

2547	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; chad.shandler@fticonsulting.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice regarding restructuring
2548	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eric Walker <ewalker@perkinscoie.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice regarding proposal from third party firm
2549	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy <BGuy@polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Eric Walker <EWalker@perkinscoie.com>; David Grossklaus <grossklaus.david@dorsey.com>	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice and work product regarding restructuring
2550	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice regarding restructuring
2551	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; acosta.joseph@dorsey.com; Grossklaus.David@dorsey.com; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice regarding financials
2552	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; chad.shandler@fticonsulting.com	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice and work product regarding restructuring

2553	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy <BGuy@Polsinelli.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice and work product regarding restructuring
2554	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	3/18/2022	Correspondence relaying legal advice from outside counsel regarding restructuring
2555	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/18/2022	Correspondence relaying legal advice from outside counsel regarding bondholder agreement
2556	Grossklaus.David@dorsey.com	Jeremy Johnson <jeremy.johnson@polsinelli.com>	EWalker@perkinscoie.com; Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice and work product regarding ongoing litigation
2557	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy <BGuy@Polsinelli.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice regarding restructuring
2558	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Grossklaus.David@dorsey.com	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Attorney-Client; Work Product; Common Interest	3/18/2022	Correspondence containing legal advice regarding bankruptcy filings
2559	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/18/2022	Correspondence containing legal advice regarding nondisclosure agreement
2560				Attorney-Client	3/18/2022	Correspondence containing legal advice regarding nondisclosure agreement
2561	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eric Walker <ewalker@perkinscoie.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Attorney-Client; Work Product	3/18/2022	Correspondence containing legal advice regarding restructuring

2562	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Project DFW <projectDFW@Polsinelli.com>; Kim Simmons <knsimmons@polsinelli.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/18/2022	Correspondence containing legal advice and work product regarding bondholder agreements
2563	BGuy@Polsinelli.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; jeremy.johnson@polsinelli.com; EWalker@perkinscoie.com	Attorney-Client; Work Product	3/18/2022	Correspondence requesting and containing legal advice and work product regarding nondisclosure agreement
2564				Attorney-Client; Work Product	3/18/2022	Attachment to correspondence requesting and containing legal advice and work product regarding nondisclosure agreement
2565	Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FB515D-JOHN FALLDI>		Work Product; Attorney Client	3/18/2022	Correspondence containing and relaying work product regarding bankruptcy filings
2566				Attorney-Client; Work Product	3/18/2022	Correspondence containing work product regarding bankruptcy filings
2567	Brenna Dolphin <BDolphin@Polsinelli.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FB515D-JOHN FALLDI>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Work Product; Attorney Client	3/18/2022	Correspondence containing work product regarding bankruptcy filings
2568	Tim Nevins <Tim.Nevins@LifeSpaceCommunities.com>	DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	3/18/2022	Correspondence discussing legal advice and work product from counsel regarding insurance policy
2569				Attorney-Client; Work Product	3/18/2022	Correspondence discussing legal advice and work product from counsel regarding insurance policy
2570				Attorney-Client; Work Product	3/18/2022	Correspondence discussing legal advice and work product from counsel regarding insurance policy
2571				Attorney-Client; Work Product	3/18/2022	Document containing attorney work product regarding resident refunds
2572	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE7766655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/19/2022	Correspondence relaying request for legal advice regarding resident committee
2573	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/19/2022	Correspondence containing legal advice regarding landlord letter response
2574	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; Steven.Solomon@gray-robinson.com; Grossklaus.David@dorsey.com; chad.shandler@fticonsulting.com	Attorney-Client; Work Product; Common Interest	3/19/2022	Correspondence containing legal advice regarding restructuring

2575	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Ana Marmanillo <Ana.Marmanillo@gray-robinson.com>	Attorney-Client; Work Product	3/19/2022	Correspondence requesting legal advice regarding representation
2576	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Eric Walker <Ewalker@perkinscoie.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Steven J. Solomon Esq. <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Common Interest	3/19/2022	Correspondence requesting legal advice regarding restructuring
2577	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/19/2022	Correspondence containing legal advice regarding landlord
2578	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/19/2022	Correspondence containing legal advice regarding nondisclosure agreement
2579	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/20/2022	Correspondence requesting legal advice regarding legal representation
2580	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Work Product	3/20/2022	Correspondence containing work product regarding restructuring and bondholder agreements
2581	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/20/2022	Correspondence relaying legal advice and work product of outside counsel regarding restructuring
2582	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client	3/21/2022	Notes documenting legal advice of outside counsel regarding ground lease

2583	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/21/2022	Correspondence containing legal advice regarding nondisclosure agreement
2584	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Steven.Solomon@gray-robinson.com; Grossklaus.David@dorsey.com; chad.shandler@fticonsulting.com	Attorney-Client; Work Product; Common Interest	3/21/2022	Correspondence containing legal advice and work product regarding restructuring
2585	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; acosta.joseph@dorsey.com; Grossklaus.David@dorsey.com; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/21/2022	Correspondence containing legal advice regarding restructuring
2586	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; acosta.joseph@dorsey.com; Grossklaus.David@dorsey.com; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/21/2022	Correspondence containing legal advice regarding operating projections
2587	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/21/2022	Correspondence containing legal advice regarding cash flow forecast
2588	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	EWalker@perkinscoie.com	Attorney-Client; Work Product	3/21/2022	Correspondence containing legal advice and work product regarding ongoing litigation

2589	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client; Work Product	3/21/2022	Correspondence relaying request for legal advice of outside counsel regarding Kong's interactions with Edgemere residents
2590	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Common Interest	3/21/2022	Correspondence containing legal advice regarding financials
2591	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; 'grossklaus.david@dorsey.com'	Bobby Guy <BGuy@Polsinelli.com>		Attorney-Client; Common Interest	3/21/2022	Correspondence containing legal advice regarding occupancy comparison
2592	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Bobby Guy <BGuy@Polsinelli.com>; Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Common Interest	3/21/2022	Correspondence containing legal advice regarding landlord inspection
2593				Attorney-Client	3/21/2022	Correspondence containing legal advice regarding landlord inspection
2594	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	3/21/2022	Correspondence containing legal advice regarding landlord

2595	John Falldine <John.Falldine@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/21/2022	Correspondence relaying legal advice and work product of outside counsel regarding interactions about Kong interactions with Edgemere
2596	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	3/21/2022	Correspondence containing legal advice regarding ongoing litigation
2597	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	3/21/2022	Correspondence discussing legal advice and work product from outside counsel regarding restructuring
2598				Attorney-Client; Work Product	3/21/2022	Attachment to correspondence discussing legal advice and work product from outside counsel regarding restructuring
2599	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	EWalker@perkinscoie.com	Attorney-Client; Work Product	3/21/2022	Correspondence containing legal advice regarding ongoing litigation
2600	John Falldine <John.Falldine@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Eric Walker <Ewalker@perkinscoie.com>; Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Attorney-Client; Work Product	3/21/2022	Correspondence containing legal advice regarding ongoing litigation
2601	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client	3/21/2022	Correspondence containing legal advice regarding nondisclosure agreement
2602	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/21/2022	Correspondence containing legal advice regarding nondisclosure agreement
2603	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; BGuy@Polsinelli.com; jeremy.johnson@polsinelli.com; EWalker@perkinscoie.com; Steven.Solomon@gray-robinson.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product; Common Interest	3/21/2022	Correspondence containing legal advice regarding ongoing litigation
2604				Attorney-Client; Work Product	3/21/2022	Correspondence containing legal advice regarding ongoing litigation

2605				Attorney-Client; Work Product	3/21/2022	Correspondence containing legal advice regarding ongoing litigation
2606				Attorney-Client; Work Product	3/21/2022	Correspondence containing legal advice regarding ongoing litigation
2607				Attorney-Client; Work Product	3/21/2022	Correspondence containing legal advice regarding ongoing litigation
2608	John Falldine <John.Falldine@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/21/2022	Correspondence containing legal advice and work product related to escrow agreement
2609				Attorney-Client; Work Product	3/21/2022	Attachment to correspondence containing legal advice and work product related to escrow agreement
2610				Attorney-Client; Work Product	3/21/2022	Attachment to correspondence containing legal advice and work product related to escrow agreement
2611	Brenna Dolphin <BDolphin@Polsinelli.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2EBE15D-JOHN FALLDI>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/21/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2612	Brenna Dolphin <BDolphin@Polsinelli.com>	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Attorney-Client; Work Product	3/21/2022	Correspondence containing work product related to resident refunds
2613	Brenna Dolphin <BDolphin@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	John Falldine <John.Falldine@lifespacecommunities.com>		Attorney-Client; Work Product	3/21/2022	Correspondence requesting and containing legal advice and work product related to resident refunds
2614				Attorney-Client; Work Product	3/21/2022	Attachment to correspondence requesting legal advice related to resident refunds
2615				Attorney-Client; Work Product	3/21/2022	Attachment to correspondence requesting legal advice related to resident refunds
2616	John Falldine <John.Falldine@lifespacecommunities.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Eric Walker <Ewalker@perkinscoie.com>; Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Attorney-Client; Work Product	3/21/2022	Correspondence containing legal advice regarding ongoing litigation
2617	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; acosta.joseph@dorsey.com; Grossklaus.David@dorsey.com; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/22/2022	Correspondence containing legal advice and work product regarding restructuring

2618	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Eric E. Walker - Perkins Coie LLP (EWalker@perkinscoie.com) <EWalker@perkinscoie.com>; Steven J. Solomon Esq. (Steven.Solomon@gray-robinson.com) <Steven.Solomon@gray-	Attorney-Client; Common Interest	3/22/2022	Correspondence containing legal advice regarding letter to landlord counsel
2619	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C0AE-NICK HARSHF>		Attorney-Client; Work Product	3/22/2022	Correspondence containing legal advice and work product regarding restructuring
2620	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Grossklaus.David@dorsey.com; Eric E. Walker - Perkins Coie LLP (EWalker@perkinscoie.com) <EWalker@perkinscoie.com>; Steven J. Solomon Esq. (Steven.Solomon@gray-robinson.com) <Steven.Solomon@gray-robinson.com>; Bobby Guy	Attorney-Client; Common Interest	3/22/2022	Correspondence containing legal advice regarding draft letter to landlord counsel
2621	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/22/2022	Correspondence containing legal advice and discussion of work product regarding operating projections
2622	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Grossklaus.David@dorsey.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Ewalker@perkinscoie.com; Steven.Solomon@gray-	Attorney-Client; Common Interest	3/22/2022	Correspondence containing legal advice regarding draft letter to landlord counsel
2623	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Allare, Kathleen (Perkins Coie) <KAllare@perkinscoie.com>	Attorney-Client; Work Product	3/22/2022	Correspondence containing legal advice regarding board of directors

2624	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Walker, Eric E. (Perkins Coie) <ewalker@perkinscoie.com>; Grossklaus.David@dorsey.com	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product; Common Interest	3/22/2022	Correspondence containing legal advice and work product regarding Edgemere operations and projections
2625	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>	Allare, Kathleen (Perkins Coie) <KAllare@perkinscoie.com>	Work Product	3/22/2022	Correspondence containing work product regarding restructuring
2626	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/22/2022	Correspondence relaying legal advice from outside counsel regarding nondisclosure agreement
2627	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	3/22/2022	Correspondence requesting legal advice regarding Edgemere restructuring
2628	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	3/22/2022	Correspondence discussing legal advice and work product regarding restructuring
2629	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF57766FFD-JESSE JANTZ>		Attorney-Client; Work Product	3/22/2022	Correspondence requesting legal advice and work product regarding restructuring
2630	Grossklaus.David@dorsey.com; jeremy.johnson@polsinelli.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF57766FFD-JESSE JANTZ>	EWalker@perkinscoie.com; Steven.Solomon@gray-robinson.com; BGuy@Polsinelli.com	Attorney-Client; Common Interest	3/22/2022	Correspondence containing legal advice regarding draft letter to landlord counsel
2631	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Bobby Guy <BGuy@Polsinelli.com>; EWalker@perkinscoie.com; Steven.Solomon@gray-robinson.com	Attorney-Client; Common Interest	3/22/2022	Correspondence containing legal advice regarding lease
2632				Attorney-Client	3/22/2022	Correspondence containing legal advice regarding lease

2633	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	3/22/2022	Correspondence discussing legal advice and work product regarding restructuring
2634				Attorney-Client; Work Product	3/22/2022	Attachment to correspondence discussing legal advice and work product regarding restructuring
2635	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Bobby Guy <BGuy@Polsinelli.com>; EWalker@perkinscoie.com; Steven.Solomon@gray-robinson.com	Attorney-Client; Common Interest	3/22/2022	Correspondence containing legal advice regarding lease
2636				Attorney-Client	3/22/2022	Correspondence containing legal advice regarding lease
2637				Attorney-Client	3/22/2022	Correspondence containing legal advice regarding lease
2638				Attorney-Client	3/22/2022	Correspondence containing legal advice regarding lease
2639	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	3/22/2022	Correspondence relaying legal advice from outside counsel regarding resident refund
2640				Attorney-Client; Work Product	3/22/2022	Correspondence relaying legal advice from outside counsel regarding resident refund
2641				Attorney-Client; Work Product	3/22/2022	Correspondence relaying legal advice from outside counsel regarding resident refund
2642	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF57766FFD-JESSE JANTZ>		Attorney-Client	3/22/2022	Correspondence relaying legal advice from outside counsel regarding landlord
2643	Ann Powell <Ann.Powell@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/22/2022	Correspondence relaying legal advice from outside counsel regarding resident communications
2644				Attorney-Client	3/22/2022	Correspondence relaying legal advice from outside counsel regarding resident communications
2645	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Bobby Guy <BGuy@Polsinelli.com>; EWalker@perkinscoie.com; Steven.Solomon@gray-robinson.com	Attorney-Client; Work Product; Common Interest	3/22/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2646				Attorney-Client; Work Product; Common Interest	3/22/2022	Attachment to correspondence seeking legal advice and conveying work product regarding ongoing litigation
2647				Attorney-Client; Work Product; Common Interest	3/22/2022	Attachment to correspondence seeking legal advice and conveying work product regarding ongoing litigation

2648				Attorney-Client; Work Product; Common Interest	3/22/2022	Attachment to correspondence seeking legal advice and conveying work product regarding ongoing litigation
2649				Attorney-Client; Work Product; Common Interest	3/22/2022	Attachment to correspondence seeking legal advice and conveying work product regarding ongoing litigation
2650	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client; Common Interest	3/22/2022	Correspondence containing legal advice regarding restructuring and bankruptcy filings
2651	Brenna Dolphin <BDolphin@Polsinelli.com>	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Attorney-Client; Work Product	3/22/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2652	Brenna Dolphin <BDolphin@Polsinelli.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBE15D-JOHN FALLDI>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/22/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2653	Brenna Dolphin <BDolphin@Polsinelli.com>	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Attorney-Client	3/22/2022	Correspondence containing legal advice regarding resident refund
2654				Attorney-Client	3/22/2022	Attachment to correspondence containing legal advice regarding resident refund
2655				Attorney-Client	3/22/2022	Attachment to correspondence containing legal advice regarding resident refund
2656	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy <BGuy@Polsinelli.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>	Attorney-Client; Work Product	3/22/2022	Correspondence containing legal advice regarding restructuring
2657	Bobby Guy <BGuy@Polsinelli.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>	Attorney-Client; Work Product	3/22/2022	Correspondence containing legal advice regarding restructuring

2658	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>	Attorney-Client; Work Product	3/22/2022	Correspondence containing legal advice regarding restructuring
2659	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/23/2022	Correspondence relaying legal advice of outside counsel regarding restructuring
2660	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/23/2022	Correspondence relaying legal advice and work product of outside counsel and attorney-retained advisor regarding restructuring
2661	Brenna Dolphin <BDolphin@Polsinelli.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/23/2022	Correspondence containing legal advice and work product regarding resident refund
2662	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Bobby Guy <BGuy@polsinelli.com>; jeremy.johnson@polsinelli.com; Savannah Padgett <Savannah.Padgett@gray-	Attorney-Client	3/23/2022	Correspondence containing legal advice regarding corporate governance issues
2663	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client	3/23/2022	Correspondence containing legal advice regarding resident counsel fee letter

2664	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Savannah Padgett <Savannah.Padgett@gray-	Attorney-Client	3/23/2022	Correspondence containing legal advice regarding corporate governance and board of directors
2665	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	3/23/2022	Correspondence containing legal advice regarding restructuring
2666	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/23/2022	Correspondence relaying legal advice from outside counsel regarding Edgemere board
2667	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client	3/23/2022	Correspondence containing legal advice regarding Sidley representation
2668	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Bobby Guy <BGuy@polsinelli.com>; jeremy.johnson@polsinelli.com; Savannah Padgett <Savannah.Padgett@gray-	Attorney-Client	3/23/2022	Correspondence containing legal advice regarding restructuring
2669	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Bobby Guy <BGuy@polsinelli.com>; jeremy.johnson@polsinelli.com; Savannah Padgett <Savannah.Padgett@gray-	Attorney-Client	3/23/2022	Correspondence containing legal advice regarding restructuring
2670	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	David Grossklaus <Grossklaus.David@dorsey.com>; Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client; Work Product	3/24/2022	Correspondence containing legal advice and work product regarding restructuring
2671	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client; Work Product	3/24/2022	Correspondence containing legal advice and work product regarding restructuring

2672	Califano, Thomas R. <tom.califano@sidley.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Garvey, Jackson <jgarvey@sidley.com>; Hoffman, Juliana <jhoffman@sidley.com>	Attorney-Client	3/24/2022	Correspondence containing legal advice regarding correspondence with landlord
2673	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	3/24/2022	Correspondence containing legal advice and work product regarding restructuring
2674	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	3/24/2022	Correspondence relaying legal advice and work product of outside counsel regarding records to outside counsel
2675	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Trinitee Green <tggreen@polsinelli.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	3/24/2022	Correspondence containing legal advice and work product regarding restructuring
2676	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client	3/24/2022	Correspondence containing legal advice regarding restructuring
2677	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client; Common Interest	3/24/2022	Correspondence containing legal advice regarding restructuring
2678	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client; Common Interest	3/24/2022	Correspondence containing legal advice regarding restructuring
2679	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client; Common Interest	3/24/2022	Correspondence containing legal advice regarding corporate governance documents

2680	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	3/24/2022	Correspondence relaying legal advice of outside counsel regarding forbearance agreement
2681	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client; Work Product; Common Interest	3/24/2022	Correspondence containing legal advice and work product regarding restructuring
2682				Attorney-Client; Work Product; Common Interest	3/24/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2683				Attorney-Client; Work Product; Common Interest	3/24/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2684				Attorney-Client; Work Product; Common Interest	3/24/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2685	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Allare, Kathleen (CHI) <KAllare@perkinscoie.com>; Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client; Work Product; Common Interest	3/24/2022	Correspondence requesting and containing legal advice and including work product regarding restructuring
2686				Work Product; Attorney Client	3/24/2022	Attachment to correspondence requesting and containing legal advice and including work product regarding restructuring
2687				Work Product; Attorney Client	3/24/2022	Attachment to correspondence requesting and containing legal advice and including work product regarding restructuring
2688				Work Product; Attorney Client	3/24/2022	Attachment to correspondence requesting and containing legal advice and including work product regarding restructuring
2689	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product; Common Interest	3/24/2022	Correspondence containing legal advice and work product regarding restructuring
2690				Work Product; Attorney Client	3/24/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2691				Work Product; Attorney Client	3/24/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2692	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; chad.shandler@fticonsulting.com; Mahan, Jono <Jono.Mahan@fticonsulting.com>	Bobby Guy <BGuy@Polsinelli.com>	Trinitee Green <tggreen@polsinelli.com>	Attorney-Client; Work Product	3/24/2022	Correspondence containing legal advice and work product regarding restructuring
2693				Attorney-Client; Work Product	3/24/2022	Attachment to correspondence containing legal advice and work product regarding restructuring

2694	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client; Work Product	3/24/2022	Correspondence requesting legal advice regarding ongoing litigation
2695				Attorney-Client; Work Product	3/24/2022	Attachment to correspondence requesting legal advice regarding ongoing litigation
2696	EWalker@perkinscoie.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	KAllare@perkinscoie.com	Attorney-Client; Work Product	3/24/2022	Correspondence containing legal advice and work product regarding restructuring
2697				Attorney-Client; Work Product	3/24/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2698	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>; Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>		Attorney-Client; Work Product; Common Interest	3/24/2022	Correspondence containing legal advice and work product regarding restructuring
2699				Attorney-Client; Work Product	3/24/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2700				Attorney-Client	3/24/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2701	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/24/2022	Correspondence containing legal advice regarding ongoing litigation
2702				Attorney-Client; Work Product	3/24/2022	Attachment to correspondence containing legal advice regarding ongoing litigation
2703	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Attorney-Client; Work Product	3/24/2022	Correspondence containing legal advice regarding restructuring
2704	Brenna Dolphin <BDolphin@Polsinelli.com>	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Attorney-Client	3/24/2022	Correspondence containing work product related to resident refunds
2705				Attorney-Client	3/24/2022	Attachment to correspondence containing work product related to resident refunds
2706				Attorney-Client	3/24/2022	Attachment to correspondence containing work product related to resident refunds
2707	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Work Product; Attorney Client	3/24/2022	Correspondence containing work product regarding resident refunds
2708	John Falldine <John.Falldine@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Work Product; Attorney Client	3/24/2022	Correspondence containing work product regarding bankruptcy filings
2709				Attorney-Client; Work Product	3/24/2022	Attachment to correspondence containing work product regarding bankruptcy filings
2710	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Brenna Dolphin <BDolphin@Polsinelli.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	3/25/2022	Correspondence containing legal advice regarding resident refund

2711	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Eric E. Walker - Perkins Coie LLP (EWalker@perkinscoie.com) <EWalker@perkinscoie.com>; Chad J. Shandler (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice and work product regarding nondisclosure agreement
2712	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Attorney-Client	3/25/2022	Correspondence containing legal advice regarding restructuring
2713	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; chad.shandler@fticonsulting.com; Mahan, Jono <Jono.Mahan@fticonsulting.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice and work product regarding restructuring
2714	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/25/2022	Correspondence containing legal advice regarding Landlord
2715	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; John Falldine <John.Falldine@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunitie	Brenna Dolphin <BDolphin@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	3/25/2022	Correspondence containing legal advice regarding resident refund
2716	LifespaceGC <LifespaceGC@lifespacecommunities.com>; freed.adam@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; jenkins.michael@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice regarding ongoing litigation
2717	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Eric E. Walker - Perkins Coie LLP (EWalker@perkinscoie.com) <EWalker@perkinscoie.com>; Chad J. Shandler (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice and work product regarding communications with residents' counsel and bondholders

2718	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Attorney-Client	3/25/2022	Correspondence containing legal advice regarding restructuring
2719	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client	3/25/2022	Correspondence containing legal advice regarding residents counsel fee letter
2720	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	3/25/2022	Correspondence relaying legal advice and work product from outside counsel and attorney-retained advisor regarding lease
2721	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	KAllare@perkinscoie.com; EWalker@perkinscoie.com	Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice regarding executive committee memo and corporate governance documents
2722	Mahan, Jono <Jono.Mahan@fticonsulting.com>	Bobby Guy <BGuy@Polsinelli.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice regarding restructuring
2723	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Bobby Guy <bguy@polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>	Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice regarding financials
2724	chad.shandler@fticonsulting.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Eric Walker <Ewalker@perkinscoie.com>	Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice and work product regarding analysis of the ground lease
2725	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice and work product regarding restructuring
2726	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client	3/25/2022	Correspondence containing legal advice regarding restructuring and bondholder refinancing

2727	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice and work product regarding restructuring
2728	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eric E. Walker - Perkins Coie LLP (EWalker@perkinscoie.com) <EWalker@perkinscoie.com>; Chad J. Shandler (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice and work product regarding restructuring
2729	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	3/25/2022	Correspondence containing legal advice regarding bondholder security interests
2730	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	David Grossklaus <Grossklaus.David@dorsey.com>	Attorney-Client; Work Product	3/25/2022	Correspondence regarding corporate governance issues
2731	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/25/2022	Correspondence containing legal advice regarding resident counsel fee letter
2732	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>		Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice regarding restructuring
2733	'Nick Harshfield' <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	3/25/2022	Correspondence relaying legal advice from outside counsel regarding restructuring

2734	Bobby Guy <BGuy@Polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Mahan, Jono <Jono.Mahan@fticonsulting.com>		Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice and work product regarding restructuring
2735	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF77665FD-JESSE JANTZ>		Work Product; Attorney Client	3/25/2022	Correspondence relaying work product of outside counsel regarding nondisclosure agreements
2736				Work Product; Attorney Client	3/25/2022	Attachment to correspondence relaying work product of outside counsel regarding nondisclosure agreements
2737	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice and work product regarding restructuring
2738				Attorney-Client; Work Product	3/25/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2739				Attorney-Client; Work Product	3/25/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2740	Bobby Guy <BGuy@Polsinelli.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice and including work product regarding restructuring
2741				Work Product; Attorney Client	3/25/2022	Attachment to correspondence containing legal advice and including work product regarding restructuring
2742	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF77665FD-JESSE JANTZ>		Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice and work product regarding ongoing litigation
2743				Attorney-Client; Work Product	3/25/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
2744				Attorney-Client; Work Product	3/25/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
2745				Attorney-Client; Work Product	3/25/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
2746				Attorney-Client; Work Product	3/25/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
2747				Attorney-Client; Work Product	3/25/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
2748				Attorney-Client; Work Product	3/25/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation

2749	LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Adam Freed	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/25/2022	Correspondence containing work product regarding restructuring
2750				Work Product	3/25/2022	Attachment to correspondence containing work product regarding restructuring
2751	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice and work product regarding restructuring
2752				Attorney-Client; Work Product	3/25/2022	Attachment to correspondence containing attorney work product regarding restructuring
2753				Attorney-Client; Work Product	3/25/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2754	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/25/2022	Correspondence containing work product regarding nondisclosure agreement
2755				Attorney-Client	3/25/2022	Attachment to correspondence containing work product regarding nondisclosure agreement
2756	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice regarding ongoing litigation
2757				Attorney-Client; Work Product	3/25/2022	Correspondence containing legal advice regarding ongoing litigation
2758	John Falldine <John.Falldine@lifespacecommunities.com>; Brenna Dolphin <BDolphin@Polsinelli.com>	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/25/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2759	Brenna Dolphin <BDolphin@Polsinelli.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBF15D-JOHN FALLDI>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/25/2022	Correspondence requesting legal advice regarding resident refunds
2760	John Falldine <John.Falldine@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/25/2022	Correspondence containing legal advice related to restructuring and nondisclosure agreements
2761				Attorney-Client; Work Product	3/25/2022	Attachment to correspondence containing legal advice related to restructuring and nondisclosure agreement

2762	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Chad J. Shandler (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Bobby Guy <BGuy@polsinelli.com>	Attorney-Client; Work Product	3/26/2022	Correspondence containing legal advice regarding residents counsel discussions
2763	Brenna Dolphin <BDolphin@Polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C0AE-NICK HARSHF>		Attorney-Client	3/26/2022	Correspondence containing legal advice regarding resident refund
2764	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>		Attorney-Client	3/26/2022	Correspondence containing legal advice regarding resident refund
2765	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/26/2022	Correspondence containing legal advice regarding resident refunds
2766	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client	3/26/2022	Correspondence containing legal advice regarding residents counsel fee letter
2767	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Eric Walker	Attorney-Client; Work Product	3/26/2022	Correspondence containing legal advice and work product regarding restructuring
2768	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Eric E. Walker - Perkins Coie LLP (EWalker@perkinscoie.com) <EWalker@perkinscoie.com>; Chad J. Shandler (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>; Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client; Work Product	3/26/2022	Correspondence containing legal advice regarding restructuring
2769	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client; Work Product; Common Interest	3/26/2022	Correspondence containing legal advice and work product regarding restructuring

2770				Attorney-Client; Work Product; Common Interest	3/26/2022	Attachment to correspondence containing and work product regarding restructuring
2771				Attorney-Client; Work Product; Common Interest	3/26/2022	Attachment to correspondence containing and work product regarding restructuring
2772				Attorney-Client; Work Product; Common Interest	3/26/2022	Attachment to correspondence containing and work product regarding restructuring
2773				Attorney-Client; Work Product; Common Interest	3/26/2022	Attachment to correspondence containing and work product regarding restructuring
2774				Attorney-Client; Work Product; Common Interest	3/26/2022	Attachment to correspondence containing and work product regarding restructuring
2775				Attorney-Client; Work Product; Common Interest	3/26/2022	Attachment to correspondence containing and work product regarding restructuring
2776	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	David Grossklaus <Grossklaus.David@dorsey.com>	Attorney-Client; Work Product	3/26/2022	Correspondence containing legal advice regarding governance documents
2777				Attorney-Client; Work Product	3/26/2022	Correspondence containing legal advice regarding governance documents
2778				Attorney-Client; Work Product	3/26/2022	Correspondence containing legal advice regarding governance documents
2779	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE77666EED-JESSE JANTZ>		Attorney-Client; Work Product	3/27/2022	Correspondence relaying legal advice and work product of in house and outside counsel regarding disclosure statements
2780				Attorney-Client; Work Product; Common Interest	3/27/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2781	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/27/2022	Correspondence requesting and containing legal advice and work product regarding nondisclosure agreement
2782	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/28/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2783	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE77666EED-JESSE JANTZ>		Attorney-Client	3/28/2022	Correspondence containing legal advice regarding restructuring
2784	Brenna Dolphin <BDolphin@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE77666EED-JESSE JANTZ>		Attorney-Client	3/28/2022	Correspondence containing legal advice regarding resident refund

2785	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Grossklaus.David@dorsey.com	Attorney-Client; Work Product	3/28/2022	Correspondence containing legal advice and work product regarding complaints
2786	Brenna Dolphin <BDolphin@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/28/2022	Correspondence containing legal advice regarding resident refund
2787	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; chad.shandler@fticonsulting.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/28/2022	Correspondence containing legal advice regarding landlord response letter
2788	Brenna Dolphin <BDolphin@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/28/2022	Correspondence containing legal advice regarding resident refunds
2789	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; chad.shandler@fticonsulting.com	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/28/2022	Correspondence containing legal advice regarding landlord response letter
2790	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Bobby Guy <BGuy@Polsinelli.com>; Brenna Dolphin <BDolphin@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>	Attorney-Client; Work Product; Common Interest	3/28/2022	Correspondence containing legal advice and work product regarding restructuring
2791	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>	Attorney-Client; Work Product; Common Interest	3/28/2022	Correspondence containing legal advice and work product regarding restructuring

2792	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>	Attorney-Client; Work Product; Common Interest	3/28/2022	Correspondence containing legal advice and work product regarding DIP term sheet
2793	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	3/28/2022	Correspondence discussing legal advice and work product from outside counsel regarding restructuring
2794	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/28/2022	Correspondence containing legal advice regarding restructuring and bondholder agreements
2795	Brenna Dolphin <BDolphin@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	3/28/2022	Correspondence containing legal advice regarding ongoing litigation
2796	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>		Attorney-Client; Work Product	3/28/2022	Attachment to correspondence containing legal advice regarding ongoing litigation
2797				Attorney-Client; Work Product	3/28/2022	Attachment to correspondence containing legal advice regarding ongoing litigation
2798	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Mark Joachim <MJoachim@Polsinelli.com>	Attorney-Client; Work Product	3/28/2022	Correspondence containing legal advice regarding term sheet
2799				Attorney-Client; Work Product	3/28/2022	Correspondence containing legal advice regarding term sheet
2800				Attorney-Client; Work Product	3/28/2022	Correspondence containing legal advice regarding term sheet
2801	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Susan Straub </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FC41910893184354B7D0BC2EDDF733DB-SUSAN STRAU>		Attorney-Client	3/28/2022	Correspondence relaying legal advice of outside counsel and attorney-retained retained representative regarding communications

2802	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client; Work Product	3/29/2022	Correspondence containing legal advice and work product regarding restructuring
2803	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Attorney-Client	3/29/2022	Correspondence containing legal advice regarding restructuring
2804	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>		Attorney-Client	3/29/2022	Correspondence containing legal advice regarding financials
2805	Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; Steven J. Solomon <Steven.Solomon@gray-robinson.com>; 'Chad Shandler' <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Common Interest	3/29/2022	Correspondence requesting legal advice regarding lease cure
2806	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/29/2022	Correspondence containing legal advice regarding board of directors
2807	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/29/2022	Correspondence containing legal advice regarding board of directors
2808	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	3/29/2022	Correspondence containing legal advice regarding resident refund
2809	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Chad Shandler <chad.shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCom	Attorney-Client; Work Product; Common Interest	3/29/2022	Correspondence containing legal advice regarding April rent payment

2810	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Steven J. Solomon <steven.solomon@gray-robinson.com>; Bobby Guy <BGuy@polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Attorney-Client; Work Product	3/29/2022	Correspondence containing legal advice regarding April rent payment
2811	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommuni	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client	3/29/2022	Correspondence containing legal advice regarding board of directors orientation
2812	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Attorney-Client	3/29/2022	Correspondence containing legal advice regarding restructuring
2813	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; 'Chad Shandler' <Chad.Shandler@fticonsulting.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	3/29/2022	Correspondence containing legal advice regarding April rent payment
2814	Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Steven J. Solomon <Steven.Solomon@gray-	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/29/2022	Correspondence requesting and containing legal advice and work product regarding restructuring
2815	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	3/29/2022	Correspondence discussing legal advice and work product from outside counsel and attorney-retained consultant regarding restructuring
2816	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	3/29/2022	Correspondence discussing legal advice and work product regarding ongoing litigation
2817	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>		Attorney-Client	3/29/2022	Correspondence containing legal advice regarding restructuring

2818	jenkins.michael@dorsey.com; Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; freed.adam@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Attorney-Client; Work Product	3/29/2022	Correspondence containing legal advice and work product regarding the forbearance agreement
2819				Attorney-Client; Work Product	3/29/2022	Attachments to Correspondence containing legal advice and work product regarding the forbearance agreement
2820				Attorney-Client; Work Product	3/29/2022	Correspondence containing legal advice and work product regarding the forbearance agreement
2821				Attorney-Client; Work Product	3/29/2022	Attachment to correspondence containing legal advice and work product regarding the forbearance agreement
2822	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client; Work Product	3/29/2022	Correspondence containing legal advice regarding restructuring
2823				Attorney-Client	3/29/2022	Correspondence containing legal advice regarding restructuring
2824				Attorney-Client; Work Product	3/29/2022	Correspondence containing legal advice regarding restructuring
2825				Attorney-Client; Work Product	3/29/2022	Correspondence containing legal advice regarding restructuring
2826	Brenna Dolphin <BDolphin@Polsinelli.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBE15D-JOHN FALLDI>		Attorney-Client; Work Product	3/29/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2827	John Falldine <John.Falldine@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>		Attorney-Client	3/29/2022	Correspondence containing legal advice regarding restructuring
2828	John Falldine <John.Falldine@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	3/29/2022	Correspondence containing legal advice and work product regarding restructuring and resident refunds
2829				Attorney-Client; Work Product	3/29/2022	Attachment to correspondence containing legal advice and work product regarding restructuring and resident refunds
2830	Bobby Guy <BGuy@Polsinelli.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	3/30/2022	Correspondence requesting legal advice and work product regarding bankruptcy
2831	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product; Common Interest	3/30/2022	Correspondence containing legal advice and work product regarding restructuring

2832	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; chad.shandler@fticonsulting.com	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Andrew Ennis <AEnnis@Polsinelli.com>; Jerry Switzer <JSwitzer@Polsinelli.com>; Eric Walker <Ewalker@perkinscoie.com>; Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Attorney-Client; Work Product; Common Interest	3/30/2022	Correspondence containing legal advice and work product regarding restructuring and ongoing litigation
2833	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client	3/30/2022	Correspondence containing legal advice regarding board of directors
2834	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Bobby Guy <BGuy@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Steven J. Solomon Esq. <Steven.Solomon@gray-robinson.com>	Attorney-Client; Work Product	3/30/2022	Correspondence containing legal advice regarding board of directors orientation
2835	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@polsinelli.com>	Attorney-Client; Work Product	3/30/2022	Correspondence containing legal advice regarding bankruptcy filings
2836	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	3/30/2022	Correspondence relaying legal advice of outside counsel regarding bankruptcy filings
2837	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	3/30/2022	Correspondence containing legal advice regarding restructuring
2838	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product; Common Interest	3/30/2022	Correspondence containing legal advise and work product regarding restructuring
2839	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/30/2022	Correspondence containing legal advice regarding bondholder nondisclosure agreements

2840	Eric Walker <Ewalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	3/30/2022	Correspondence requesting legal advice regarding forbearance agreement, restructuring, and bankruptcy filings
2841	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/30/2022	Correspondence relaying request for legal advice and work product of in house and outside counsel regarding restructuring Dallas Morning News
2842	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Work Product; Attorney Client	3/30/2022	Correspondence memorializing legal advice of outside counsel regarding restructuring and financing
2843	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client; Work Product	3/30/2022	Correspondence containing legal advice and work product regarding restructuring
2844				Work Product; Attorney Client	3/30/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2845	Leah Tjepkes <Leah.Tjepkes@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBF15D-JOHN FALLDI>		Attorney-Client; Work Product	3/30/2022	Correspondence containing and relaying legal advice and work product related to potential resident litigation
2846	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/31/2022	Correspondence containing legal advice and work product regarding financials
2847	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Brenna Dolphin <BDolphin@Polsinelli.com>	Attorney-Client	3/31/2022	Correspondence containing legal advice regarding nondisclosure agreement
2848	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client	3/31/2022	Correspondence containing legal advice and work product regarding restructuring and nondisclosure agreement
2849	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C9AE-NICK HARSHF>		Attorney-Client; Work Product	3/31/2022	Correspondence conveying legal advice and work product from outside counsel regarding nondisclosure agreement

2850				Attorney-Client; Work Product	3/31/2022	Attachment to correspondence conveying legal advice and work product from outside counsel regarding nondisclosure agreement
2851				Attorney-Client; Work Product	3/31/2022	Attachment to correspondence conveying legal advice and work product from outside counsel regarding nondisclosure agreement
2852	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client	3/31/2022	Correspondence containing legal advice regarding restructuring
2853	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client	3/31/2022	Attachment to correspondence containing legal advice regarding restructuring
2854	Brenna Dolphin <BDolphin@Polsinelli.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	3/31/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2855	Brenna Dolphin <BDolphin@Polsinelli.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2		Attorney-Client; Work Product	3/31/2022	Correspondence containing legal advice and work product regarding restructuring and nondisclosure
2856				Attorney-Client; Work Product	3/31/2022	Attachment to correspondence containing legal advice and work product regarding restructuring and nondisclosure
2857				Attorney-Client; Work Product	3/31/2022	Attachment to correspondence containing legal advice and work product regarding restructuring and nondisclosure
2858	Brenna Dolphin <BDolphin@Polsinelli.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2		Attorney-Client; Work Product	3/31/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2859	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; jeremy.johnson@polsinelli.com; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	4/1/2022	Correspondence containing legal advice and work product regarding lease
2860	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>		Attorney-Client; Work Product	4/1/2022	Correspondence containing legal advice and work product regarding restructuring and bankruptcy filing
2861	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6F		Attorney-Client	4/1/2022	Correspondence containing legal advice regarding resident refund

2862	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	David Stewart <davidkstewartemail@gmail.com>	Curt Gielow <curt@curtgielow.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Steven J. Solomon Esq. <Steven.Solomon@gray-robinson.com>	Attorney-Client	4/1/2022	Correspondence containing legal advice regarding board of directors
2863	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Bobby Guy <BGuy@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; EWalker@perkinscoie.com; Steven J. Solomon <steven.solomon@gray-robinson.com>	Attorney-Client; Work Product; Common Interest	4/1/2022	Correspondence containing legal advice and work product regarding board of directors updates, restructuring, and ongoing litigation prep
2864	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>		Attorney-Client	4/1/2022	Correspondence containing legal advice regarding board of directors
2865	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	4/1/2022	Correspondence containing legal advice regarding restructuring
2866	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Ewalker@perkinscoie.com; chad.shandler@fticonsulting.com; Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Attorney-Client; Work Product; Common Interest	4/1/2022	Correspondence containing legal advice regarding restructuring and bankruptcy filings
2867	Brenna Dolphin <BDolphin@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	4/1/2022	Correspondence containing legal advice regarding bondholder NDA expiration
2868	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	4/1/2022	Correspondence containing work product regarding Bondholder agreements
2869	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	4/1/2022	Correspondence requesting legal advice regarding financing
2870	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Common Interest	4/1/2022	Correspondence containing legal advice and work product regarding restructuring

2871	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	DocuSign System <dse_na2@docusign.net> on behalf of Brenna Dolphin via DocuSign <dse_na2@docusign.net>		Attorney-Client	4/1/2022	Correspondence containing legal advice regarding nondisclosure agreement
2872				Attorney-Client	4/1/2022	Correspondence containing legal advice regarding nondisclosure agreement
2873				Attorney-Client	4/1/2022	Correspondence containing legal advice regarding nondisclosure agreement
2874				Attorney-Client	4/1/2022	Correspondence containing legal advice regarding nondisclosure agreement
2875				Attorney-Client	4/1/2022	Correspondence containing legal advice regarding nondisclosure agreement
2876				Attorney-Client	4/1/2022	Correspondence containing legal advice regarding nondisclosure agreement
2877				Attorney-Client	4/1/2022	Correspondence containing legal advice regarding nondisclosure agreement
2878	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client; Work Product	4/1/2022	Correspondence containing legal advice regarding resident refund
2879				Attorney-Client; Work Product	4/1/2022	Correspondence containing legal advice regarding resident refund
2880	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE77665ED-JESSE JANT7>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client	4/1/2022	Correspondence containing legal advice regarding restructuring and bondholder agreements
2881	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEE77665ED-JESSE JANT7>	Savannah Padgett <Savannah.Padgett@gray-robinson.com>	Attorney-Client; Work Product	4/1/2022	Correspondence containing legal advice and work product regarding nondisclosure agreement
2882				Work Product; Attorney Client	4/1/2022	Attachment to correspondence containing legal advice and work product regarding nondisclosure agreement
2883	Brenna Dolphin <BDolphin@Polsinelli.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBE15D-JOHN FALLDI>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/1/2022	Correspondence containing legal advice and work product regarding restructuring and nondisclosure
2884				Attorney-Client; Work Product	4/1/2022	Attachment to correspondence containing legal advice and work product regarding restructuring and nondisclosure
2885	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Brenna Dolphin <BDolphin@Polsinelli.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>	Attorney-Client; Work Product	4/1/2022	Correspondence containing legal advice regarding escrow agreement
2886	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>		Work Product	4/2/2022	Correspondence containing work product regarding restructuring

2887	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; chad.shandler@fticonsulting.com; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Attorney-Client; Work Product; Common Interest	4/2/2022	Correspondence containing legal advice regarding restructuring
2888	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	David Stewart <davidkstewartemail@gmail.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Curt Gielow <curt@curtgielow.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Robert A. "Bobby" Guy <bguy@polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/2/2022	Correspondence containing legal advice and work product for Edgemere board of directors onboarding
2889	David Stewart <davidkstewartemail@gmail.com>; 'Chad Shandler' <chad.shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Curt Gielow <curt@curtgielow.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Steven J. Solomon <Steven.Solomon@gray-	Attorney-Client; Work Product	4/2/2022	Correspondence containing legal advice regarding board of directors orientation
2890	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	David Stewart <davidkstewartemail@gmail.com>		Attorney-Client	4/2/2022	Correspondence containing legal advice and work product regarding restructuring
2891	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Common Interest	4/2/2022	Correspondence relaying legal advice of outside counsel regarding restructuring
2892	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client; Work Product; Common Interest	4/2/2022	Correspondence conveying legal advice and work product from outside counsel regarding restructuring
2893				Attorney-Client; Work Product	4/2/2022	Attachment to correspondence conveying legal advice and work product from outside counsel regarding restructuring
2894	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Common Interest	4/3/2022	Correspondence containing legal advice regarding restructuring
2895	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Work Product	4/3/2022	Correspondence containing work product regarding restructuring

2896	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	4/3/2022	Correspondence containing legal advice regarding restructuring
2897	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Work Product	4/3/2022	Correspondence containing work product regarding restructuring
2898	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client; Work Product	4/3/2022	Correspondence containing work product regarding resident refunds
2899	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Steven J. Solomon Esq. (Steven.Solomon@gray-robinson.com) <Steven.Solomon@gray-robinson.com>; Trinitee Green <tgreen@polsinelli.com>	Attorney-Client	4/4/2022	Correspondence containing legal advice regarding resident call
2900	'Nick Harshfield' <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	4/4/2022	Correspondence relaying legal advice of outside counsel regarding board orientation
2901	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>		Attorney-Client	4/4/2022	Correspondence containing legal advice regarding board orientation
2902	Brenna Dolphin <BDolphin@Polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C0AE-NICK HARSHF>		Attorney-Client; Work Product	4/4/2022	Correspondence containing legal advice and work product regarding ongoing litigation
2903	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client; Work Product	4/4/2022	Correspondence containing legal advice regarding resident refunds
2904	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Ewalker@perkinscoie.com; dstewart01@gmail.com; curt@curtgielow.com; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>		Attorney-Client; Common Interest	4/4/2022	Correspondence containing legal advice regarding bondholder agreement

2905	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; chad.shandler@fticonsulting.com; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	4/4/2022	Correspondence containing legal advice regarding bondholder call
2906	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>		Attorney-Client	4/4/2022	Correspondence containing legal advice regarding restructuring and representation of Plaintiffs
2907	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>; Bobby Guy <BGuy@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Mark Joachim <MJoachim@polsinelli.com>	Attorney-Client; Work Product	4/4/2022	Correspondence containing legal advice regarding restructuring
2908	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	4/4/2022	Correspondence relaying legal advice of outside counsel regarding SQLC
2909	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	4/4/2022	Correspondence containing legal advice regarding resident call
2910	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	4/4/2022	Correspondence relaying legal advice from outside counsel and in house counsel regarding bankruptcy
2911	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	4/4/2022	Correspondence relaying legal advice regarding DIP Term Sheet

2912	Brenna Dolphin <BDolphin@Polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/4/2022	Correspondence containing legal advice and work product regarding resident refund
2913				Attorney-Client; Work Product	4/4/2022	Document containing attorney work product regarding resident refund
2914	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF7766555D-JESSE JANTZ>		Attorney-Client; Work Product	4/4/2022	Correspondence relaying legal advice and work product of outside counsel regarding bankruptcy filings
2915				Attorney-Client; Work Product	4/4/2022	Attachment to correspondence relaying legal advice and work product of outside counsel regarding bankruptcy filings
2916	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Attorney-Client	4/4/2022	Correspondence containing legal advice regarding restructuring
2917	Brenna Dolphin <BDolphin@Polsinelli.com>	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Work Product; Attorney Client	4/4/2022	Correspondence containing work product regarding resident refunds
2918				Work Product; Attorney Client	4/4/2022	Correspondence containing work product regarding resident refunds
2919	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>	DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>; Brenna Dolphin <BDolphin@Polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Attorney-Client; Work Product	4/4/2022	Correspondence seeking legal advice and containing work product regarding ongoing litigation
2920	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Brenna Dolphin <BDolphin@Polsinelli.com>; Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	4/5/2022	Correspondence containing legal advice regarding bondholder nondisclosure agreements
2921	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client	4/5/2022	Correspondence containing legal advice regarding restructuring
2922	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	4/5/2022	Correspondence containing legal advice regarding nondisclosure agreement
2923	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client; Work Product	4/5/2022	Correspondence relaying legal advice and work product of outside counsel regarding nondisclosure agreement

2924	Brenna Dolphin <BDolphin@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	4/5/2022	Correspondence containing legal advice regarding resident refund
2925	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>		Attorney-Client	4/5/2022	Correspondence containing legal advice regarding resident nondisclosure agreements
2926	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANT>		Attorney-Client; Work Product	4/5/2022	Correspondence relaying legal advice regarding filing communications
2927	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/5/2022	Correspondence containing legal advice and work product regarding resident agreement
2928				Attorney-Client; Work Product	4/5/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
2929				Attorney-Client; Work Product	4/5/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
2930	Shandler, Chad <Chad.Shandler@fticonsulting.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FB515D-JOHN FALLDI>		Attorney-Client; Work Product	4/5/2022	Correspondence relaying legal advice of outside counsel regarding filing communications
2931	Teresa Bates <Teresa.Bates@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FB515D-JOHN FALLDI>		Attorney-Client; Work Product	4/5/2022	Correspondence relaying legal advice of outside counsel regarding communications
2932				Attorney-Client; Work Product	4/5/2022	Correspondence relaying legal advice of outside counsel regarding communications
2933				Attorney-Client; Work Product	4/5/2022	Correspondence relaying legal advice of outside counsel regarding communications
2934				Attorney-Client; Work Product	4/5/2022	Correspondence relaying legal advice of outside counsel regarding communications
2935	Maria Balderas <Maria.Balderas@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC200CC-HEIDI LEAVE>	John Falldine <John.Falldine@lifespacecommunities.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Work Product	4/5/2022	Correspondence relaying work product regarding financials
2936	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	4/5/2022	Correspondence containing legal advice and work product regarding restructuring
2937	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCom	Brenna Dolphin <BDolphin@Polsinelli.com>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	4/5/2022	Correspondence containing legal advice regarding resident refunds

2938	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Brenna Dolphin <BDolphin@Polsinelli.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product	4/5/2022	Correspondence containing legal advice and work product regarding ongoing litigation
2939				Attorney-Client; Work Product	4/5/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
2940	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>	Attorney-Client; Work Product	4/5/2022	Correspondence containing legal advice and work product regarding resident refunds
2941				Attorney-Client; Work Product	4/5/2022	Correspondence containing legal advice regarding resident deposit
2942	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	4/6/2022	Correspondence containing legal advice regarding restructuring
2943	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>		Attorney-Client	4/6/2022	Correspondence containing legal advice regarding board of directors
2944	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>		Attorney-Client	4/6/2022	Correspondence containing legal advice regarding board of directors
2945	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy - Polsinelli (bguy@polsinelli.com) <bguy@polsinelli.com>; jeremy.johnson@polsinelli.com	Steven J. Solomon <Steven.Solomon@gray-robinson.com>		Attorney-Client	4/6/2022	Correspondence containing legal advice and work product regarding restructuring
2946	Brenna Dolphin <BDolphin@Polsinelli.com>; John Falldine <John.Falldine@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	4/6/2022	Correspondence containing legal advice regarding resident refund
2947	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>		Attorney-Client	4/6/2022	Correspondence requesting legal advice regarding bond refinancing

2948	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>		Attorney-Client	4/6/2022	Correspondence containing legal advice regarding bondholders call
2949	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Eric Walker <Ewalker@perkinscoie.com>; Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client	4/6/2022	Correspondence containing legal advice regarding Dallas Morning News
2950	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AE-NICK HARSHF>		Attorney-Client; Work Product	4/6/2022	Correspondence containing legal advice regarding disclosure statement
2951				Attorney-Client; Work Product	4/6/2022	Correspondence containing legal advice regarding disclosure statement
2952				Attorney-Client; Work Product	4/6/2022	Correspondence containing legal advice regarding disclosure statement
2953	Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>		Attorney-Client	4/6/2022	Correspondence containing legal advice regarding bond refinancing
2954	Eric Walker <Ewalker@perkinscoie.com>; Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	4/6/2022	Correspondence containing legal advice regarding resident agreement
2955	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>		Attorney-Client	4/6/2022	Correspondence containing legal advice regarding bondholder agreement
2956	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; John Falldine <John.Falldine@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/6/2022	Correspondence containing legal advice and work product regarding resident agreement
2957				Attorney-Client; Work Product	4/6/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
2958				Attorney-Client; Work Product	4/6/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
2959	Brenna Dolphin <BDolphin@Polsinelli.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC3EBE15D-JOHN FALLDI>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/6/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation

2960	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC3FBE15D-JOHN FALLDI>		Work Product; Attorney Client	4/6/2022	Correspondence relaying work product from attorney-retained advisor regarding financials
2961				Attorney-Client; Work Product	4/6/2022	Document containing attorney work product regarding ongoing litigation
2962	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Work Product; Attorney Client	4/7/2022	Correspondence memorializing legal advice of outside counsel regarding restructuring and bankruptcy filings
2963	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	4/7/2022	Correspondence containing legal advice and work product regarding current litigation, restructuring, and resident refund
2964	Baldo, Diana <Diana.Baldo@fticonsulting.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>	Strat Comm AMER Edgemere Communications <EdgemereCommunications@fticonsulting.com>	Attorney-Client; Work Product	4/7/2022	Correspondence relaying legal advice and work product of outside counsel regarding bankruptcy filings
2965	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eric E. Walker - Perkins Coie LLP (EWalker@perkinscoie.com) <EWalker@perkinscoie.com>; Bobby Guy <BGuy@polsinelli.com>; Mark Joachim <MJoachim@polsinelli.com>	Attorney-Client; Work Product	4/7/2022	Correspondence containing legal advice and work product regarding DIP Credit Agreement
2966	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	4/7/2022	Correspondence containing legal advice and work product regarding restructuring and current litigation
2967	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/7/2022	Correspondence containing legal advice and work product regarding term sheet
2968	David Stewart <davidkstewartemail@gmail.com>; Curt Gielow <curt@curtgielow.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy - Polsinelli (bguy@polsinelli.com) <bguy@polsinelli.com>	Attorney-Client	4/7/2022	Correspondence containing legal advice regarding updated term sheet

2969	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C0AE-NICK HARSHF>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Attorney-Client; Work Product	4/7/2022	Correspondence containing legal advice and work product regarding restructuring
2970	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6172C0AE-NICK HARSHF>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Attorney-Client; Work Product	4/7/2022	Correspondence containing legal advice and work product regarding restructuring
2971	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	4/7/2022	Correspondence containing legal advice regarding restructuring
2972	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eric E. Walker - Perkins Coie LLP (EWalker@perkinscoie.com) <EWalker@perkinscoie.com>; Chad J. Shandler (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>; Mark Joachim <MJoachim@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/7/2022	Correspondence containing legal advice regarding DIP credit agreement
2973	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eric E. Walker - Perkins Coie LLP (EWalker@perkinscoie.com) <EWalker@perkinscoie.com>; Bobby Guy <BGuy@polsinelli.com>; Mark Joachim <MJoachim@polsinelli.com>	Attorney-Client; Work Product	4/7/2022	Correspondence containing legal advice and work product regarding restructuring
2974	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eric E. Walker - Perkins Coie LLP (EWalker@perkinscoie.com) <EWalker@perkinscoie.com>; Chad J. Shandler (chad.shandler@fticonsulting.com) <chad.shandler@fticonsulting.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>; Mark Joachim <MJoachim@Polsinelli.com>	Attorney-Client; Work Product	4/7/2022	Correspondence containing legal advice regarding DIP Credit Agreement

2975	Steven J. Solomon <Steven.Solomon@gray-robinson.com>	David Stewart <davidkstewartemail@gmail.com>	Curt Gielow <curt@curtgielow.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Robert A. "Bobby" Guy <bguy@polsinelli.com>	Attorney-Client; Common Interest	4/7/2022	Correspondence containing legal advice regarding restructuring
2976	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client; Work Product	4/7/2022	Correspondence relaying legal advice and work product of outside counsel and attorney retained representatives regarding filing communications
2977	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Bobby Guy <BGuy@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	4/7/2022	Correspondence containing work product and legal advice regarding restructuring
2978	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Attorney-Client	4/7/2022	Correspondence containing legal advice regarding restructuring
2979	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; Mahan, Jono <Jono.Mahan@fticonsulting.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/7/2022	Correspondence containing legal advice and work product regarding restructuring
2980				Attorney-Client; Work Product	4/7/2022	Attachment to correspondence containing legal advice and work product regarding restructuring
2981	Brenna Dolphin <BDolphin@Polsinelli.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC3FBE15D-JOHN FALLDI>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/7/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
2982				Attorney-Client; Work Product	4/7/2022	Correspondence containing legal advice and work product regarding restructuring
2983	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	4/8/2022	Correspondence discussing legal advice of in house and outside counsel regarding forbearance agreement
2984	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	4/8/2022	Correspondence containing legal advice regarding restructuring

2985	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Jerry Switzer <JSwitzer@Polsinelli.com>; Andrew Ennis <AEnnis@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; chad.shandler@fticonsulting.com	Attorney-Client; Work Product	4/8/2022	Correspondence containing legal advice regarding nondisclosure agreement
2986	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	4/8/2022	Correspondence containing legal advice regarding bankruptcy filings
2987	Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Jerry Switzer <JSwitzer@Polsinelli.com>; Andrew Ennis <AEnnis@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	4/8/2022	Correspondence containing legal advice regarding the nondisclosure agreement
2988	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@polsinelli.com>; Jerry Switzer <JSwitzer@polsinelli.com>; Andrew Ennis <AEnnis@polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/8/2022	Correspondence requesting and containing legal advice regarding nondisclosure agreement
2989	Brenna Dolphin <BDolphin@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	4/8/2022	Correspondence containing legal advice regarding bondholder agreement
2990	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	4/8/2022	Correspondence seeking legal advice regarding bankruptcy filing
2991	Eric Walker <Ewalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	4/8/2022	Correspondence requesting legal advice regarding the bankruptcy filings
2992				Work Product; Attorney Client	4/8/2022	Attachment to correspondence requesting legal advice regarding the bankruptcy filings
2993	Brenna Dolphin <BDolphin@Polsinelli.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC299CC-HEIDI LEAVE>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client	4/8/2022	Correspondence containing legal advice regarding resident refunds

2994	Brenna Dolphin <BDolphin@Polsinelli.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24A5C209CC-HEIDI LEAVE>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/8/2022	Correspondence containing legal advice regarding litigation
2995				Attorney-Client; Work Product	4/8/2022	Document containing attorney work product regarding resident refunds
2996				Work Product; Attorney Client	4/8/2022	Document containing attorney work product regarding restructuring
2997	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Chad Shandler <chad.shandler@fticonsulting.com>; Evan Richter <ERichter@Greenbrierdevelopment.	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	4/10/2022	Correspondence relaying legal advice of outside counsel regarding ongoing litigation. The correspondence contained an inadvertent third party email address, however, the email was immediately clawed back from the third party with confirmation from the third party of deletion
2998	Evan Richter <ERichter@Greenbrierdevelopment.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	4/10/2022	Correspondence relaying legal advice of outside counsel regarding ongoing litigation. The correspondence contained an inadvertent third party email address, however, the email was immediately clawed back from the third party with confirmation from the third party of deletion.
2999	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	4/10/2022	Correspondence relaying legal advice of outside counsel regarding ongoing litigation. The correspondence contained an inadvertent third party email address, however, the email was immediately clawed back from the third party with confirmation from the third party of deletion
3000	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Steve Owens <Steve.Owens@lifespacecommunities.com>		Attorney-Client; Work Product	4/10/2022	Correspondence containing legal advice and work product regarding restructuring
3001	Steve Owens <Steve.Owens@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	4/10/2022	Correspondence relaying legal advice and work product of outside counsel regarding restructuring
3002	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	4/10/2022	Correspondence containing legal advice regarding call with Intercity
3003	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Chad Shandler <chad.shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product; Common Interest	4/10/2022	Correspondence containing legal advice and work product regarding forbearance agreement

3004	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client; Work Product	4/10/2022	Correspondence relaying legal advice of outside counsel regarding complaint against Intercity and Kong
3005	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Chad Shandler <chad.shandler@fticonsulting.com>; Walker, Eric E. (CHI)	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	4/10/2022	Correspondence containing legal advice and work product regarding lease
3006				Attorney-Client; Work Product	4/10/2022	Document containing work product regarding lease
3007	Trinitee Green <tggreen@polsinelli.com>; Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	4/10/2022	Correspondence containing legal advice regarding restructuring
3008	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	4/11/2022	Correspondence containing legal advice regarding Edgemere disclosures
3009	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	4/11/2022	Correspondence relaying legal advice from outside counsel regarding sales incentives
3010	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	4/11/2022	Correspondence containing legal advice regarding disclosure statement
3011	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	4/11/2022	Correspondence relaying legal advice of outside counsel regarding disclosure statements
3012	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FFF7766FFD-JESSE JANTZ>		Attorney-Client	4/11/2022	Correspondence relaying legal advice of outside counsel regarding sales incentive

3013	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	4/11/2022	Correspondence containing legal advice regarding disclosure statements
3014	LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Adam Freed <freed.adam@dorsey.com>; Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	4/11/2022	Correspondence containing legal advice regarding restructuring
3015	Trinitee Green <tggreen@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	4/11/2022	Correspondence containing legal advice regarding bankruptcy filings
3016	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	4/11/2022	Correspondence requesting legal advice regarding financial disclosures
3017	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Curt Gielow <curt@curtgielow.com>; David Stewart <davidkstewartemail@gmail.com>	Steven J. Solomon <Steven.Solomon@gray-robinson.com>		Attorney-Client; Work Product	4/11/2022	Correspondence containing legal advice and work product regarding ongoing litigation
3018				Attorney-Client; Work Product; Common Interest	4/11/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
3019	Brenna Dolphin <BDolphin@Polsinelli.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2EBE15D-JOHN FALLDI>		Attorney-Client; Work Product	4/11/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
3020	John Falldine <John.Falldine@lifespacecommunities.com>	Baldo, Diana <Diana.Baldo@fticonsulting.com>	Strat Comm AMER Edgemere Communications <EdgemereCommunications@fticonsulting.com>	Attorney-Client; Work Product	4/11/2022	Correspondence relaying legal advice of outside counsel regarding filing communications

3021	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Matt Murer <MMurer@Polsinelli.com>	David Grossklaus <Grossklaus.David@dorsey.com>; Adam Freed <freed.adam@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommuni	Attorney-Client; Work Product	4/12/2022	Correspondence containing legal advice and work product regarding restructuring
3022	Bobby Guy <BGuy@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF57766FFD-JESSE JANTZ>		Attorney-Client; Common Interest	4/12/2022	Correspondence containing legal advice regarding forbearance agreement
3023	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>; Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; Steven J. Solomon (steven.solomon@gray-robinson.com) <steven.solomon@gray-robinson.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product; Common Interest	4/12/2022	Correspondence containing legal advice and work product regarding restructuring
3024	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Bobby Guy <BGuy@Polsinelli.com>	Trinitee Green <tggreen@polsinelli.com>; Eric E. Walker - Perkins Coie LLP (EWalker@perkinscoie.com) <EWalker@perkinscoie.com>; Brenna Dolphin <BDolphin@Polsinelli.com>	Attorney-Client	4/12/2022	Correspondence containing legal advice regarding resident committee discussions
3025	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; EWalker@perkinscoie.com	Jerry Switzer <JSwitzer@Polsinelli.com>	Bobby Guy <BGuy@Polsinelli.com>; Andrew Ennis <AEnnis@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/12/2022	Correspondence containing legal advice and work product regarding complaint

3026	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client; Work Product	4/12/2022	Notes documenting legal advice and work product of outside counsel regarding restructuring agreement and litigation with landlord
3027	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>		Attorney-Client; Work Product	4/12/2022	Correspondence containing legal advice and work product regarding restructuring
3028	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Eric Walker <Ewalker@perkinscoie.com>; Baldo, Diana <Diana.Baldo@fticonsulting.com>; Strat Comm AMER Edgemere Communications <EdgemereCommunications@fticonsulting.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	Attorney-Client; Work Product	4/12/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
3029	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FF5776655D-JESSE JANTZ>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client; Work Product; Common Interest	4/12/2022	Correspondence containing legal advice and work product regarding restructuring
3030	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Adam Freed <freed.adam@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Matt Murer <MMurer@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommuni	Attorney-Client	4/12/2022	Correspondence containing legal advice regarding disclosure statement

3031	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>; Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; Steven J. Solomon (steven.solomon@gray-robinson.com) <steven.solomon@gray-robinson.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product; Common Interest	4/12/2022	Correspondence containing legal advice regarding financials
3032	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Work Product; Attorney Client	4/12/2022	Correspondence memorializing legal advice of outside counsel regarding bankruptcy filings
3033	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Adam Freed <freed.adam@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Matt Murer <MMurer@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommuni	Attorney-Client	4/12/2022	Correspondence containing legal advice regarding disclosure
3034	BGuy@Polsinelli.com; jeremy.johnson@polsinelli.com	freed.adam@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Grossklaus.David@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	4/12/2022	Attachment to correspondence containing legal advice regarding disclosure
3035				Attorney-Client	4/12/2022	Attachment to correspondence containing legal advice regarding disclosure
3036				Attorney-Client	4/12/2022	Attachment to correspondence containing legal advice regarding disclosure

3037	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy (bguy@polsinelli.com) <bguy@polsinelli.com>; Jeremy R. Johnson (jeremy.johnson@polsinelli.com) <jeremy.johnson@polsinelli.com>; Walker, Eric E. (Perkins Coie) <ewalker@perkinscoie.com>; Steven J. Solomon (steven.solomon@gray-robinson.com) <steven.solomon@gray-robinson.com>; Harkavy Probber, Roberta <Roberta.Probber@fticonsulting.com>; Shapiro, Jill <Jill.Shapiro@fticonsulting.com>	Attorney-Client; Work Product; Common Interest	4/12/2022	Correspondence containing work product regarding ongoing litigation
3038	'Chad Shandler' <chad.shandler@fticonsulting.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FB515D-JOHN FALLDI>		Attorney-Client; Work Product	4/12/2022	Correspondence containing legal advice regarding resident refund
3039				Attorney-Client; Work Product	4/12/2022	Correspondence containing legal advice regarding resident refund
3040				Attorney-Client; Work Product	4/12/2022	Correspondence containing legal advice regarding resident refund
3041	Shandler, Chad <Chad.Shandler@fticonsulting.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FB515D-JOHN FALLDI>		Attorney-Client; Work Product	4/12/2022	Correspondence containing legal advice regarding resident refund
3042	Brenna Dolphin <BDolphin@Polsinelli.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FB515D-JOHN FALLDI>		Attorney-Client; Work Product	4/12/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
3043	Brenna Dolphin <BDolphin@Polsinelli.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FB515D-JOHN FALLDI>		Attorney-Client	4/12/2022	Correspondence containing legal advice regarding nondisclosure agreement
3044	Brenna Dolphin <BDolphin@Polsinelli.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FB515D-JOHN FALLDI>		Attorney-Client; Work Product	4/12/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
3045	John Falldine <John.Falldine@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>		Attorney-Client	4/12/2022	Correspondence containing legal advice regarding nondisclosure agreement
3046	John Falldine <John.Falldine@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>		Attorney-Client; Work Product	4/12/2022	Correspondence relaying legal advice of outside counsel regarding resident refund

3047				Attorney-Client; Work Product	4/12/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
3048	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Andrew Ennis <AEnnis@Polsinelli.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>; Jerry Switzer <JSwitzer@Polsinelli.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client; Work Product	4/13/2022	Correspondence containing legal advice and work product regarding present lawsuit
3049	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Andrew Ennis	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jerry Switzer <JSwitzer@Polsinelli.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; Bobby Guy <BGuy@Polsinelli.com>	Attorney-Client; Work Product	4/13/2022	Correspondence containing legal advice and work product regarding complaint against Intercity and Kong
3050	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; Bobby Guy <BGuy@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Trinitee Green <tggreen@polsinelli.com>; Brenna Dolphin <BDolphin@Polsinelli.com>	Attorney-Client	4/13/2022	Correspondence containing legal advice regarding resident committee
3051	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Mark Joachim <MJoachim@Polsinelli.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Brenna Dolphin <BDolphin@Polsinelli.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Common Interest	4/13/2022	Correspondence containing legal advice regarding DIP Credit Agreement
3052	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Bobby Guy <BGuy@Polsinelli.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Work Product	4/13/2022	Correspondence containing legal advice regarding bankruptcy filings
3053	Brenna Dolphin <BDolphin@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Mark Joachim	Attorney-Client; Common Interest	4/13/2022	Correspondence containing legal advice regarding DIP credit agreement

3054	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommun	LifespaceGC <LifespaceGC@lifespacecommunities.com>	David Grossklaus <Grossklaus.David@dorsey.com>	Attorney-Client; Work Product	4/13/2022	Document containing attorney work product regarding restructuring and ongoing litigation
3055	Mark Joachim <MJoachim@Polsinelli.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Brenna Dolphin <BDolphin@Polsinelli.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; Steven J. Solomon <Steven.Solomon@gray-robinson.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product; Common Interest	4/13/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
3056	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>		Attorney-Client; Work Product	4/13/2022	Correspondence containing legal advice regarding bankruptcy filings
3057	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client; Work Product	4/13/2022	Correspondence relaying legal advice from outside counsel regarding landlord
3058	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Work Product	4/13/2022	Correspondence containing legal advice and work product regarding ongoing litigation
3059	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-jesse jantz>		Work Product; Attorney Client	4/13/2022	Correspondence memorializing legal advice of outside counsel regarding bankruptcy filings and ongoing litigation
3060	Brenna Dolphin <BDolphin@Polsinelli.com>; Trinitee Green <tggreen@polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Project DFW <projectDFW@Polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Attorney-Client; Work Product	4/13/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
3061				Attorney-Client; Work Product	4/13/2022	Attachment to correspondence seeking legal advice and conveying work product regarding ongoing litigation

3062	Shandler, Chad <Chad.Shandler@fticonsulting.com>; Brenna Dolphin <BDolphin@polsinelli.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2FBE15D-JOHN FALLDI>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/13/2022	Correspondence seeking legal advice and conveying work product regarding ongoing litigation
3063	John Falldine <John.Falldine@lifespacecommunities.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/13/2022	Correspondence containing legal advice regarding escrow agreement
3064	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Attorney-Client; Work Product	4/13/2022	Correspondence containing legal advice regarding ongoing litigation
3065	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>		Attorney-Client	4/13/2022	Correspondence relaying legal advice of outside counsel regarding resident refunds
3066	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>		Attorney-Client; Work Product	4/14/2022	Correspondence containing legal advice and work product regarding litigation against landlord
3067	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>		Attorney-Client; Work Product	4/14/2022	Correspondence containing legal advice regarding ongoing litigation
3068	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Brenna Dolphin <BDolphin@Polsinelli.com>		Attorney-Client; Work Product	4/14/2022	Correspondence containing legal advice regarding bankruptcy filings
3069	Bobby Guy <BGuy@Polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Brenna Dolphin <BDolphin@Polsinelli.com>; Trinitee Green <tggreen@polsinelli.com>; Project DFW <projectDFW@Polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	4/14/2022	Correspondence containing legal advice regarding bankruptcy filings
3070	Brenna Dolphin <BDolphin@Polsinelli.com>; Trinitee Green <tggreen@polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Project DFW <projectDFW@Polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Attorney-Client; Work Product	4/14/2022	Correspondence containing legal advice regarding bankruptcy filings

3071	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Trinitee Green <tggreen@polsinelli.com>	Brenna Dolphin <BDolphin@Polsinelli.com>	Project DFW <projectDFW@Polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Attorney-Client; Work Product	4/14/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
3072	Brenna Dolphin <BDolphin@Polsinelli.com>; Trinitee Green <tggreen@polsinelli.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Project DFW <projectDFW@Polsinelli.com>; Shandler, Chad <Chad.Shandler@fticonsulting.com>; DeLuise, Kevin <Kevin.Deluise@fticonsulting.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommuniti	Attorney-Client; Work Product	4/14/2022	Correspondence containing legal advice and work product regarding bankruptcy filings
3073	Jeremy Johnson <jeremy.johnson@polsinelli.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Bobby Guy <BGuy@polsinelli.com>; Brenna Dolphin <BDolphin@polsinelli.com>; Debbie Andreacchi <dandreacchi@polsinelli.com>; Jerry Switzer <JSwitzer@polsinelli.com>; Mark Joachim <MJoachim@polsinelli.com>; Trinitee Green <tggreen@polsinelli.com>; Andrew Ennis <AEnnis@polsinelli.com>; Steven J. Solomon Esq. (Steven.Solomon@gray-robinson.com) <Steven.Solomon@gray-robinson.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client; Work Product	4/14/2022	Correspondence containing legal advice regarding bankruptcy filings

3074	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Bobby Guy <BGuy@Polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Steven.Solomon@gray-robinson.com; EWalker@perkinscoie.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; grossklaus.david@dorsey.com; tggreen@polsinelli.com; John Falldine <John.Falldine@lifespacecommunities.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>; Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>; Shandler, Chad	Baldo, Diana <Diana.Baldo@fticonsulting.com>	Strat Comm AMER Edgemere Communications <EdgemereCommunications@fticonsulting.com>	Attorney-Client; Work Product; Common Interest	4/14/2022	Correspondence requesting legal advice and work product regarding nondisclosure agreement and litigation
3075				Work Product; Attorney Client	4/14/2022	Attachment to correspondence requesting legal advice and work product regarding nondisclosure agreement and litigation
3076	Ana Dutra <Ana.Dutra@LifeSpaceCommunities.com>; Ana Dutra (anadutra.chicago@gmail.com) <anadutra.chicago@gmail.com>; Bob Kehm <bob.kehm@lifespacecommunities.com>; David Williams <solomoniii@gmail.com>; David Williams (Lifespace email) <David.williams@lifespacecommunities.com>; Gary Blackford <gdblackford@comcast.net>; Gary Blackford (Lifespace Email) <gary.blackford@lifespacecommunities.com>; Jesse Jantzen </o=First Organization/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=6f9bf238eb1d4cd6af1f440b2c842cc6-Jesse>; Jonathan Sokeye <J_sokeye@hotmail.com>; Jonathan Sokeye (Lifespace email) <Jonathan.sokeye@lifespacecommunities.com>; Joyce Hrinya <joyce.darkey-hrinya@lifespacecommunities.com>; Joyce Hrinya (joyce@acquireretain.com) <joyce@acquireretain.com>; Laurie	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eric Walker <Ewalker@perkinscoie.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client; Work Product	4/14/2022	Correspondence containing legal advice and work product regarding ongoing litigation

3077				Attorney-Client; Work Product	4/14/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
3078				Attorney-Client; Work Product	4/14/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
3079				Attorney-Client; Work Product	4/14/2022	Attachment to correspondence containing legal advice and work product regarding ongoing litigation
3080	Susan Straub <Susan.Straub@lifespacecommunities.com>	Liz Roberts <Liz.Roberts@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Attorney-Client; Work Product	4/14/2022	Correspondence relaying legal advice of outside counsel regarding communication materials
3081	John Falldine <John.Falldine@lifespacecommunities.com>	Bobby Guy <BGuy@Polsinelli.com>	Chad Shandler <chad.shandler@fticonsulting.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	4/14/2022	Correspondence containing legal advice regarding resident refund
3082	Bobby Guy <BGuy@polsinelli.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	John Falldine <John.Falldine@lifespacecommunities.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	4/14/2022	Correspondence containing legal advice and work product regarding ongoing litigation
3083	John Falldine <John.Falldine@lifespacecommunities.com>	Shandler, Chad <Chad.Shandler@fticonsulting.com>	Bobby Guy <BGuy@polsinelli.com>; Jeremy Johnson <jeremy.johnson@polsinelli.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client; Work Product	4/14/2022	Correspondence requesting and containing legal advice regarding resident refund

6th Log Row #	To	From	CC	Privilege Asserted	Date	Description for Basis of Privilege
3	Tom Brod <Tom.Brod@lifespacecommunities.com>	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Burns, Bill (G&B) <bburns@gilmorebell.com>; McLaughlin, Cara (G&B) <cmclaughlin@gilmorebell.com>; Larry Smith <Larry.Smith@lifespacecommunities.com>	Attorney-Client	6/18/2018	Correspondence containing legal advice regarding Edgemere covenants and financing
5	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>; Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>; Larry Smith <Larry.Smith@lifespacecommunities.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>	McCarty, Marc (G&B) <MMCCARTY@GilmoreBell.com>; Dummitt, James (G&B) <jdummitt@GilmoreBell.com>; Burns, Bill (G&B) <bburns@gilmorebell.com>; Chesley, John O. <John.Chesley@ropesgray.com>; Wilton, James M. <James.Wilton@ropesgray.com>	Attorney-Client	7/21/2018	Correspondence containing legal advice regarding restructuring
6	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>	Chesley, John O. <John.Chesley@ropesgray.com>	Wilton, James M. <James.Wilton@ropesgray.com>; Larry Smith <Larry.Smith@lifespacecommunities.com>; Tom Brod <Tom.Brod@lifespacecommunities.com>	Attorney-Client	7/21/2018	Correspondence containing legal advice regarding restructuring
16	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>		Attorney-Client	9/17/2018	Correspondence containing legal advice regarding restructuring
17	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>		Attorney-Client	9/17/2018	Correspondence containing legal advice regarding bondholder agreement
18	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>	Burns, Bill (G&B) <bburns@gilmorebell.com>	Attorney-Client	9/18/2018	Correspondence containing legal advice regarding bond refinancing
28	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>; Whitkin, Elizabeth M. <Elizabeth.Whitkin@ropesgray.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>		Attorney-Client	4/4/2019	Correspondence containing legal advice regarding bondholder agreement
29	Tom Brod <Tom.Brod@lifespacecommunities.com>; Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>	Whitkin, Elizabeth M. <Elizabeth.Whitkin@ropesgray.com>		Attorney-Client	4/4/2019	Correspondence containing legal advice regarding restructuring
30	Tom Brod <Tom.Brod@lifespacecommunities.com>; Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>	Whitkin, Elizabeth M. <Elizabeth.Whitkin@ropesgray.com>		Attorney-Client	4/4/2019	Correspondence containing legal advice regarding schedules
31	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>; Whitkin, Elizabeth M. <Elizabeth.Whitkin@ropesgray.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>		Attorney-Client	4/4/2019	Correspondence containing legal advice regarding financials
32	Whitkin, Elizabeth M. <Elizabeth.Whitkin@ropesgray.com>	Jodi Hirsch <Jodi.Hirsch@lifespacecommunities.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>	Attorney-Client	4/5/2019	Correspondence containing legal advice regarding schedules
40	Chesley, John O. <John.Chesley@ropesgray.com>; Chris Hutfless <Chris.Hutfless@lifespacecommunities.com>; Whitkin, Elizabeth M. <Elizabeth.Whitkin@ropesgray.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>		Attorney-Client	5/22/2019	Correspondence containing legal advice regarding lease
41	Tom Brod <Tom.Brod@lifespacecommunities.com>; Chesley, John O. <John.Chesley@ropesgray.com>; Chris Hutfless <Chris.Hutfless@LifeSpaceCommun	Whitkin, Elizabeth M. <Elizabeth.Whitkin@ropesgray.com>		Attorney-Client	5/22/2019	Correspondence containing legal advice regarding lease
44	Greathouse, Jay <jay.greathouse@nortonrosefulbright.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>	Chesley, John O. <John.Chesley@ropesgray.com>; Chris Hutfless <Chris.Hutfless@lifespacecommunities.com>	Attorney-Client	5/28/2019	Correspondence containing legal advice regarding financials
45	Chesley, John O. <John.Chesley@ropesgray.com>	Rangel, Jennifer L. <JRangel@lockelord.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>; Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>	Attorney-Client	6/13/2019	Correspondence containing legal advice regarding Texas Department of Insurance
47	Rangel, Jennifer L. <JRangel@lockelord.com>	Chesley, John O. <John.Chesley@ropesgray.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>; Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>	Attorney-Client	6/14/2019	Correspondence containing legal advice regarding Texas Department of Insurance
48	Chesley, John O. <John.Chesley@ropesgray.com>	Rangel, Jennifer L. <JRangel@lockelord.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>; Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>; Rangel, Jennifer L. <JRangel@lockelord.com>	Attorney-Client	6/14/2019	Correspondence containing legal advice regarding Edgemere bonds
49	Rangel, Jennifer L. <JRangel@lockelord.com>	Chesley, John O. <John.Chesley@ropesgray.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>; Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>	Attorney-Client	6/14/2019	Correspondence containing legal advice regarding Texas Department of Insurance

53	Tom Brod <Tom.Brod@lifespacecommunities.com>; Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>	Chesley, John O. <John.Chesley@ropesgray.com>		Attorney-Client	6/26/2019	Correspondence containing legal advice regarding regarding restructuring
56	Tom Brod <Tom.Brod@lifespacecommunities.com>	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Dummitt, James (G&B) <jdummitt@GilmoreBell.com>; Burns, Bill (G&B) <bburns@gilmorebell.com>	Attorney-Client	8/14/2019	Correspondence containing legal advice regarding Edgemere finances
60	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	2/5/2020	Correspondence containing legal advice regarding Edgemere covenants
61	Tom Brod <Tom.Brod@lifespacecommunities.com>	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	2/5/2020	Correspondence containing legal advice regarding Edgemere covenants
62	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	2/5/2020	Correspondence requesting and containing legal advice regarding disclosure
63	Tom Brod <Tom.Brod@lifespacecommunities.com>; David Grossklaus (Grossklaus.David@dorsey.com) <Grossklaus.David@dorsey.com>	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Burns, Bill (G&B) <bburns@gilmorebell.com>	Attorney-Client	2/5/2020	Correspondence containing legal advice regarding covenant violation
64				Attorney-Client	2/5/2020	Attachment to correspondence containing legal advice regarding covenant violation
65	Tom Brod <Tom.Brod@lifespacecommunities.com>; David Grossklaus (Grossklaus.David@dorsey.com) <Grossklaus.David@dorsey.com>	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Burns, Bill (G&B) <bburns@gilmorebell.com>	Attorney-Client	2/5/2020	Correspondence requesting and containing legal advice regarding disclosures
66				Attorney-Client	2/5/2020	Attachment to correspondence requesting and containing legal advice regarding disclosures
67	Tom Brod <Tom.Brod@lifespacecommunities.com>	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>		Attorney-Client	2/5/2020	Correspondence containing legal advice regarding Edgemere covenants
69	Grossklaus.David@dorsey.com	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	2/6/2020	Correspondence containing legal advice regarding Edgemere covenants
73	'Wright, Rick (G&B)' <RWRIGHT@GilmoreBell.com>; Tom Brod <Tom.Brod@lifespacecommunities.com>; David Grossklaus (Grossklaus.David@dorsey.com) <Grossklaus.David@dorsey.com>	Heidi Leavengood </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4981C8241AD8491D8AD698471253A380-HKERN>	Chris Hutfless <Chris.Hutfless@lifespacecommunities.com>	Attorney-Client	2/11/2020	Correspondence containing legal advice regarding Edgemere covenants
74	Tom Brod <Tom.Brod@lifespacecommunities.com>; RWRIGHT@GilmoreBell.com	Grossklaus.David@dorsey.com	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>	Attorney-Client	2/11/2020	Correspondence requesting and containing legal advice and work product regarding disclosure
77	'Wright, Rick (G&B)' <RWRIGHT@GilmoreBell.com>	Heidi Leavengood </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4981C8241AD8491D8AD698471253A380-HKERN>	Tom Brod <Tom.Brod@lifespacecommunities.com>	Attorney-Client	3/2/2020	Correspondence requesting legal advice regarding bondholder agreements
78	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	3/2/2020	Correspondence requesting legal advice regarding bond agreements
79				Attorney-Client	3/2/2020	Correspondence containing legal advice regarding resident deposit
80	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>; David Grossklaus (Grossklaus.David@dorsey.com) <Grossklaus.David@dorsey.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	3/3/2020	Correspondence requesting legal advice regarding bondholder agreement
81	Grossklaus.David@dorsey.com; RWRIGHT@GilmoreBell.com	Tom Brod <Tom.Brod@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	3/3/2020	Correspondence containing legal advice regarding bondholder agreements
82	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>; David Grossklaus (Grossklaus.David@dorsey.com) <Grossklaus.David@dorsey.com>	Tom Brod </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F4A6E6BD0A9A411DBA64BC19B1491C6D-TOM B>	Heidi Leavengood <Heidi.Leavengood@lifespacecommunities.com>	Attorney-Client	3/3/2020	Correspondence containing legal advice regarding bondholder agreement
83	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	/O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4981C8241AD8491D8AD698471253A380-HKERN	Tom Brod (Tom.Brod@lifespacecommunities.com) <Tom.Brod@lifespacecommunities.com>	Attorney-Client	3/4/2020	Correspondence requesting legal advice regarding restructuring
84	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Tom Brod <Tom.Brod@lifespacecommunities.com>	Attorney-Client	3/4/2020	Correspondence requesting legal advice regarding disclosure
105	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>	Larry Smith <Larry.Smith@lifespacecommunities.com>	Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>; Greg Sieman <Greg.Sieman@lifespacecommunities.com>	Attorney-Client	3/30/2020	Correspondence containing legal advice regarding Dallas Morning News article
123	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Burns, Bill (G&B) <bburns@gilmorebell.com>	Attorney-Client	5/9/2020	Correspondence containing work product and legal advice regarding bondholder agreement
124				Attorney-Client	5/9/2020	Attachment to correspondence containing work product and legal advice regarding bondholder agreement

127	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Larry Smith <Larry.Smith@lifespacecommunities.com>	Attorney-Client	5/28/2020	Correspondence containing legal advice regarding Edgemere bonds
168	michael.stewart@swolegal.com	Abdul Shakoor </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ECEC7A36E11C46ADA54777DE9AE2A9D8-ABDUL>		Attorney-Client	8/24/2020	Correspondence containing legal advice regarding Edgemere contract
169				Attorney-Client	8/24/2020	Attachment to correspondence containing legal advice regarding Edgemere contract
251	Burns, Bill (G&B) <bburns@gilmorebell.com>; Rick Wright <rwright@gilmorebell.com>	/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE		Attorney-Client	12/8/2020	Correspondence requesting legal advice regarding Edgemere bonds
257				Attorney-Client	12/9/2020	Correspondence regarding restructuring
258				Attorney-Client	12/9/2020	Correspondence containing legal advice regarding nondisclosure agreement
270	'cownie.katie@dorsey.com' <cownie.katie@dorsey.com>	Bill Nutty </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FE5A1C543CFB4D09AB5123FB5FCA1974-BILL>		Attorney-Client	12/24/2020	Correspondence containing legal advice regarding escrow agreement
271	'cownie.katie@dorsey.com' <cownie.katie@dorsey.com>	Bill Nutty </O=FIRST ORGANIZATION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FE5A1C543CFB4D09AB5123FB5FCA1974-BILL>		Attorney-Client	12/28/2020	Correspondence containing legal advice regarding escrow agreement
273	Bill Nutty <Bill.Nutty@lifespacecommunities.com>	cownie.katie@dorsey.com		Attorney-Client	12/28/2020	Correspondence containing legal advice regarding restructuring
274	Bill Nutty <Bill.Nutty@lifespacecommunities.com>; 'cownie.katie@dorsey.com' <cownie.katie@dorsey.com>	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>		Attorney-Client	12/29/2020	Correspondence seeking legal advice regarding escrow agreement
279	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>	Burns, Bill (G&B) <bburns@gilmorebell.com>	Attorney-Client	1/13/2021	Correspondence containing legal advice regarding Edgemere bonds
281	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>		Attorney-Client	1/21/2021	Correspondence containing legal advice regarding Edgemere bonds
282	'Wright, Rick (G&B)' <RWRIGHT@GilmoreBell.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>		Attorney-Client	1/21/2021	Correspondence containing legal advice regarding Edgemere bonds
304	rwright@gilmorebell.com	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	2/17/2021	Correspondence requesting legal advice regarding bond documents
306	'Wright, Rick (G&B)' <RWRIGHT@GilmoreBell.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	2/17/2021	Correspondence containing legal advice regarding bond documents
311	rwright@gilmorebell.com	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	2/17/2021	Correspondence requesting legal advice regarding bond documents
479	Wright, Rick (G&B) <RWRIGHT@GilmoreBell.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Burns, Bill (G&B) <bburns@gilmorebell.com>	Attorney-Client	7/1/2021	Correspondence containing legal advice regarding bond refinancing
490	'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>		Attorney-Client	7/7/2021	Correspondence containing legal advice regarding Edgemere bonds
496	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	7/10/2021	Correspondence containing legal advice regarding restructuring
497	Grossklaus.David@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	7/10/2021	Correspondence containing legal advice regarding refinancing
498	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	7/10/2021	Correspondence containing legal advice regarding refinancing
502	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	7/12/2021	Correspondence containing legal advice regarding restructuring
503	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	7/12/2021	Correspondence containing legal advice regarding restructuring

504	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	7/12/2021	Correspondence containing legal advice regarding restructuring
528	'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; 'jenkins.michael@dorsey.com' <jenkins.michael@dorsey.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	7/16/2021	Correspondence requesting legal advice regarding lease
540	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'Grossklaus.David@dorsey.com' <Grossklaus.David@dorsey.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCom	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	7/20/2021	Correspondence containing legal advice regarding bondholder agreement
684	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	jenkins.michael@dorsey.com	cownie.katie@dorsey.com	Attorney-Client	8/19/2021	Correspondence containing legal advice regarding residency agreements
694	Chesley, John O. <John.Chesley@ropesgray.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	8/25/2021	Correspondence containing legal advice regarding lease agreement
703	Chesley, John O. <John.Chesley@ropesgray.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	8/30/2021	Correspondence containing legal advice regarding lease agreement and affiliation agreement.
743	Grossklaus.David@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	9/17/2021	Correspondence containing legal advice regarding lease agreement
744	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	9/17/2021	Correspondence containing legal advice regarding lease agreement
757	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	9/20/2021	Correspondence containing legal advice regarding lease agreement
760	Grossklaus.David@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	9/20/2021	Correspondence containing legal advice regarding Edgemere lease and TDI disclosures
761				Attorney-Client	9/20/2021	Attachment to correspondence containing legal advice regarding Edgemere lease and TDI disclosures
771	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	9/21/2021	Correspondence containing legal advice regarding lease agreement
781	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Nick Harshfield </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=95cf5c66ba9c484f99123e9d6173c9af-Nick Harshf>		Attorney-Client	9/22/2021	Correspondence containing legal advice regarding lease
783	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	9/22/2021	Correspondence containing legal advice regarding ground lease
785	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	9/22/2021	Correspondence containing legal advice regarding lease agreement
787	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	9/22/2021	Correspondence containing legal advice regarding lease agreement
790	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Grossklaus.David@dorsey.com <grossklaus.david@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	9/22/2021	Correspondence requesting legal advice regarding restructuring
791				Attorney-Client	9/22/2021	Attachment to correspondence requesting legal advice regarding restructuring
846	Grossklaus.David@dorsey.com	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Attorney-Client	9/28/2021	Correspondence containing legal advice regarding lease agreement
847				Attorney-Client	9/28/2021	Attachment to correspondence requesting and containing legal advice and work product regarding forbearance

931	Grossklaus.David@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/7/2021	Correspondence containing legal advice regarding forbearance agreement
935	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	jenkins.michael@dorsey.com	Attorney-Client	10/7/2021	Correspondence containing legal advice regarding forbearance agreement
950	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com	Attorney-Client	10/8/2021	Correspondence containing legal advice regarding restructuring
951				Attorney-Client	10/8/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
952				Attorney-Client	10/8/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
953				Attorney-Client	10/8/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
954				Attorney-Client	10/8/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
958	David Grossklaus <grossklaus.david@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/9/2021	Correspondence containing legal advice regarding forbearance agreement
960	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	David Grossklaus <grossklaus.david@dorsey.com>	Attorney-Client	10/10/2021	Correspondence containing legal advice regarding forbearance agreement
966	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommu	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Attorney-Client	10/10/2021	Correspondence containing legal advice regarding forbearance agreement
970	David Grossklaus <grossklaus.david@dorsey.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommu	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Attorney-Client	10/10/2021	Correspondence containing legal advice regarding forbearance agreement
971	Grossklaus.David@dorsey.com	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Attorney-Client	10/10/2021	Correspondence containing legal advice regarding forbearance agreement
975	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommu	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Attorney-Client	10/10/2021	Correspondence containing legal advice regarding forbearance agreement
976	Grossklaus.David@dorsey.com	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Attorney-Client	10/10/2021	Correspondence containing legal advice regarding forbearance agreement
977	David Grossklaus <grossklaus.david@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/10/2021	Correspondence containing legal advice regarding forbearance agreement
978				Attorney-Client	10/10/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
979				Attorney-Client	10/10/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
980				Attorney-Client	10/10/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
981				Attorney-Client	10/10/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1032	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Attorney-Client	10/18/2021	Correspondence containing legal advice regarding forbearance agreement

1033	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Grossklaus.David@dorsey.com <grossklaus.david@dorsey.com>	Attorney-Client	10/18/2021	Correspondence containing legal advice regarding forbearance agreement
1035	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	10/18/2021	Correspondence containing legal advice regarding restructuring
1061	Chris Hutfless <Chris.Hutfless@LifeSpaceCommunities.com>	Chesley, John O. <John.Chesley@ropesgray.com>		Attorney-Client	10/20/2021	Attachment to correspondence requesting legal advice regarding lease agreement
1083	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	David Grossklaus <grossklaus.david@dorsey.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client	10/21/2021	Correspondence containing legal advice regarding nondisclosure agreement
1097	David Grossklaus <grossklaus.david@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/25/2021	Correspondence containing legal advice regarding lease agreement
1098				Attorney-Client	10/25/2021	Attachment to correspondence containing legal advice regarding restructuring
1101	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	10/26/2021	Correspondence containing legal advice regarding EMMA notice
1104	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	10/26/2021	Correspondence containing legal advice regarding EMMA notice draft
1110	Grossklaus.David@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/26/2021	Correspondence containing legal advice regarding lease agreement
1112	David Grossklaus <grossklaus.david@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/26/2021	Correspondence containing legal advice regarding lease agreement
1113	Grossklaus.David@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/26/2021	Correspondence containing legal advice regarding lease agreement
1114	David Grossklaus <grossklaus.david@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	10/26/2021	Correspondence containing legal advice regarding EMMA notice
1299	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	11/2/2021	Correspondence requesting and containing legal advice regarding forbearance
1319	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	David Grossklaus <grossklaus.david@dorsey.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client	11/2/2021	Correspondence containing legal advice regarding nondisclosure agreement
1320				Attorney-Client	11/2/2021	Attachment to correspondence containing legal advice regarding nondisclosure agreements
1393	David Grossklaus <grossklaus.david@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/9/2021	Correspondence containing legal advice regarding forbearance agreement
1413	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	11/11/2021	Correspondence containing legal advice regarding forbearance agreement
1422	jenkins.michael@dorsey.com; lgarcia@garcia-ps.com; Grossklaus.David@dorsey.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client	11/12/2021	Correspondence containing legal advice regarding restructuring
1430	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; John Falldine <John.Falldine@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client	11/15/2021	Correspondence containing legal advice regarding bondholder agreement

1433	John Falldine <John.Falldine@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Ann Powell <Ann.Powell@lifespacecommunities.com>	Attorney-Client	11/15/2021	Correspondence containing legal advice regarding bond refinancing
1434	Grossklaus.David@dorsey.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	11/15/2021	Correspondence containing legal advice regarding resolutions
1436	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Attorney-Client	11/15/2021	Correspondence containing legal advice regarding forbearance agreement
1442	'grossklaus.david@dorsey.com' <Grossklaus.David@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Attorney-Client	11/15/2021	Correspondence containing legal advice regarding forbearance agreement
1443				Attorney-Client	11/15/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1456	David Grossklaus <grossklaus.david@dorsey.com>; jenkins.michael@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/16/2021	Correspondence containing legal advice regarding forbearance agreement
1457	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	11/16/2021	Correspondence containing legal advice regarding forbearance agreement
1458				Attorney-Client	11/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1459				Attorney-Client	11/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1460				Attorney-Client	11/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1461	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommuni	Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com	Attorney-Client	11/16/2021	Correspondence containing legal advice regarding forbearance agreement
1462				Attorney-Client	11/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1463				Attorney-Client	11/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1464				Attorney-Client	11/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1465				Attorney-Client	11/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1466				Attorney-Client	11/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1467				Attorney-Client	11/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1468	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Tim Nevins <Tim.Nevins@LifeSpaceCommuniti	jenkins.michael@dorsey.com	Grossklaus.David@dorsey.com; McNaughton.Mackenzie@dorsey.com	Attorney-Client	11/16/2021	Correspondence containing legal advice regarding refinancing
1469				Attorney-Client	11/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1470				Attorney-Client	11/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1471				Attorney-Client	11/16/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1474	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com		Attorney-Client	11/17/2021	Correspondence containing legal advice regarding restructuring
1475				Attorney-Client	11/17/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1476				Attorney-Client	11/17/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1477				Attorney-Client	11/17/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1478				Attorney-Client	11/17/2021	Attachment to correspondence containing legal advice regarding forbearance agreement

1479	'David Grossklaus' <grossklaus.david@dorsey.com>; jenkins.michael@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/17/2021	Correspondence containing legal advice regarding restructuring
1484	Grossklaus.David@dorsey.com <grossklaus.david@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	11/18/2021	Correspondence requesting legal advice regarding restructuring
1485	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	11/18/2021	Correspondence requesting legal advice regarding board meeting
1491	jenkins.michael@dorsey.com; Grossklaus.David@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/19/2021	Correspondence containing legal advice regarding forbearance agreement
1494	Grossklaus.David@dorsey.com; jenkins.michael@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/19/2021	Correspondence containing legal advice regarding lease agreement
1498	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; jenkins.michael@dorsey.com	Grossklaus.David@dorsey.com		Attorney-Client	11/20/2021	Correspondence containing legal advice regarding forbearance agreement
1499	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com	Attorney-Client	11/20/2021	Correspondence containing legal advice regarding forbearance agreement
1502	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com		Attorney-Client	11/21/2021	Correspondence containing legal advice regarding lease agreement
1503	Grossklaus.David@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	jenkins.michael@dorsey.com	Attorney-Client	11/21/2021	Correspondence containing legal advice regarding lease agreement
1504	jenkins.michael@dorsey.com; Grossklaus.David@dorsey.com	Sandra Parker </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2bc7ab43d202416a861015d0715af515-Sandra Park>		Attorney-Client	11/21/2021	Correspondence containing legal advice regarding lease agreement
1506	Grossklaus.David@dorsey.com <grossklaus.david@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	11/22/2021	Correspondence containing legal advice regarding forbearance
1509	Grossklaus.David@dorsey.com; jenkins.michael@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/22/2021	Correspondence containing legal advice regarding lease agreement
1518	'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	11/23/2021	Correspondence containing legal advice regarding forbearance agreement
1521	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/23/2021	Correspondence containing legal advice regarding forbearance agreement
1530	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	11/24/2021	Correspondence containing legal advice regarding forbearance
1552	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	jenkins.michael@dorsey.com		Attorney-Client	11/30/2021	Correspondence containing legal advice regarding forbearance agreement
1553	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; jenkins.michael@dorsey.com	Grossklaus.David@dorsey.com		Attorney-Client	11/30/2021	Correspondence containing legal advice regarding escrow agreement
1560	jenkins.michael@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/30/2021	Correspondence containing legal advice regarding restructuring
1561				Attorney-Client	11/30/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1562				Attorney-Client	11/30/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1563				Attorney-Client	11/30/2021	Attachment to correspondence containing legal advice regarding forbearance agreement
1564				Attorney-Client	11/30/2021	Attachment to correspondence containing legal advice regarding forbearance agreement

1570	jenkins.michael@dorsey.com; David Grossklaus <grossklaus.david@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	11/30/2021	Correspondence containing legal advice regarding lease agreement
1571				Attorney-Client	11/30/2021	Attachment to correspondence containing legal advice regarding escrow agreement
1593	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; jenkins.michael@dorsey.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	12/3/2021	Correspondence containing legal advice regarding restructuring
1595	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; jenkins.michael@dorsey.com; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Attorney-Client	12/3/2021	Correspondence containing legal advice regarding restructuring
1623	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; jenkins.michael@dorsey.com	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Attorney-Client	12/9/2021	Correspondence containing legal advice regarding restructuring
1636	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Lisa Weiner <Lisa.Weiner@lifespacecommunities.com>	David Grossklaus <grossklaus.david@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	12/16/2021	Correspondence containing legal advice regarding financials
1639	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>	John Falldine <John.Falldine@lifespacecommunities.com>	jenkins.michael@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>	Attorney-Client	12/16/2021	Correspondence seeking legal advice regarding restructuring
1643	Sandra Parker <Sandra.Parker@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>	John Falldine </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9541C2325D6740B7959AED2BC2EB515D-JOHN FALLDI>	jenkins.michael@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	12/16/2021	Correspondence seeking legal advice regarding restructuring
1644				Attorney-Client	12/16/2021	Document containing attorney work product regarding escrow agreement
1646				Attorney-Client	12/16/2021	Document containing attorney work product regarding escrow agreement
1648	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	12/17/2021	Correspondence containing legal advice regarding forbearance agreement
1652	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>	Attorney-Client	12/17/2021	Correspondence containing legal advice regarding nondisclosure agreement
1673	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Sandra Parker <Sandra.Parker@lifespacecommunities.com>	John Falldine <John.Falldine@lifespacecommunities.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Ryan Rogers <Ryan.Rogers@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>; jenkins.michael@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.co	Attorney-Client	12/19/2021	Correspondence containing legal advice regarding escrow agreement
1694	Heidi Leavengood <Heidi.Leavengood@lifespacecommunities.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	David Grossklaus <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	12/22/2021	Correspondence containing legal advice regarding bondholder agreement
1695	David Grossklaus <grossklaus.david@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Attorney-Client	12/22/2021	Correspondence containing legal advice regarding refinancing
1715	David Grossklaus <grossklaus.david@dorsey.com>	Sandra Parker </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2BC7AB43D202416A861015D0715AF515-SANDRA PARK>		Attorney-Client	12/22/2021	Correspondence containing legal advice regarding restructuring
1734	LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	12/27/2021	Correspondence containing legal advice regarding forbearance agreement
1735	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	12/27/2021	Correspondence containing legal advice regarding forbearance communications

1737	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>	Sandra Parker <Sandra.Parker@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <grossklaus.david@dorsey.com>	Attorney-Client	12/27/2021	Correspondence containing legal advice regarding nondisclosure agreement
1762	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	12/29/2021	Correspondence containing work product regarding forbearance agreement
1799	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/5/2022	Correspondence containing legal advice regarding forbearance agreement
1802	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/5/2022	Correspondence containing legal advice regarding forbearance agreement
1803	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/5/2022	Correspondence containing legal advice regarding nondisclosure agreement
1804	David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	'Nick Harshfield' <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/5/2022	Correspondence containing legal advice regarding forbearance agreement
1805	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/5/2022	Correspondence containing legal advice regarding bondholder NDA termination date
1806	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/5/2022	Correspondence containing legal advice and work product regarding forbearance agreement
1811	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/5/2022	Correspondence containing legal advice regarding forbearance agreement
1812	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/5/2022	Correspondence containing legal advice regarding forbearance agreement
1821	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/8/2022	Correspondence containing legal advice regarding ground lease
1822	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	1/8/2022	Correspondence containing legal advice regarding landlord
1839	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	1/9/2022	Correspondence containing legal advice regarding lease extension and forbearance agreement.
1867	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/12/2022	Correspondence containing legal advice regarding restructuring
1886	jenkins.michael@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/13/2022	Correspondence containing legal advice regarding disclosure statement
1902	lifespacegc@dorsey.com	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	1/14/2022	Correspondence containing legal advice regarding escrow agreement
1903	LifespaceGC Dorsey <lifespacegc@dorsey.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; LifespaceGC <LifespaceGC@lifespacecommuniti	Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Steve Owens <Steve.Owens@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/14/2022	Correspondence containing legal advice regarding escrow agreement
1904	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>; LifespaceGC <LifespaceGC@lifespacecommuniti	lifespacegc@dorsey.com	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>; Steve Owens <Steve.Owens@lifespacecommunities.com>	Attorney-Client	1/14/2022	Correspondence containing legal advice regarding escrow agreement

1926	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; jenkins.michael@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	1/18/2022	Correspondence containing legal advice regarding board memorandum
1929	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; jenkins.michael@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	1/18/2022	Correspondence containing legal advice regarding restructuring
1949	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Susan Straub <Susan.Straub@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>;	jenkins.michael@dorsey.com	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Attorney-Client	1/19/2022	Correspondence containing legal advice regarding communication strategy
1953	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	jenkins.michael@dorsey.com		Attorney-Client	1/20/2022	Correspondence containing legal advice and work product regarding restructuring
1963	David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/22/2022	Correspondence containing legal advice regarding forbearance agreement
1966	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	1/22/2022	Correspondence containing legal advice regarding forbearance
1971	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	1/24/2022	Correspondence containing legal advice regarding financials
1972	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Michael Jenkins	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	1/24/2022	Correspondence containing legal advice regarding lease
1973	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>;	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/24/2022	Correspondence containing legal advice regarding response to landlord's letter
1975	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	1/24/2022	Correspondence containing legal advice regarding request from landlord
1977	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	1/24/2022	Correspondence containing legal advice regarding lease
1987	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	1/25/2022	Correspondence containing legal advice regarding restructuring
1988	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	1/25/2022	Correspondence containing legal advice regarding bondholder agreement
1989	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	1/25/2022	Correspondence containing legal advice regarding bondholder call
1990	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommuniti	Grossklaus.David@dorsey.com		Attorney-Client	1/25/2022	Correspondence containing legal advice regarding Edgemere lease
1998	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	1/26/2022	Correspondence containing legal advice regarding forbearance agreement
2026	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	1/28/2022	Correspondence containing legal advice regarding restructuring
2031	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	1/28/2022	Correspondence containing legal advice regarding ground lease

2032	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	1/28/2022	Correspondence containing legal advice regarding landlord
2055	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	1/31/2022	Correspondence containing legal advice regarding financing
2057	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	1/31/2022	Correspondence containing legal advice regarding Intercity discussions
2061	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	1/31/2022	Correspondence containing legal advice regarding lease
2062	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	1/31/2022	Correspondence containing legal advice and work product regarding restructuring
2064	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	1/31/2022	Correspondence regarding information given to Intercity.
2065	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommuniti	Grossklaus.David@dorsey.com		Attorney-Client	1/31/2022	Correspondence containing legal advice regarding response to landlord's letter
2070	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	2/2/2022	Correspondence containing legal advice regarding landlord counsel
2072	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	2/2/2022	Correspondence regarding discussions with landlord's counsel.
2084	jenkins.michael@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com		Attorney-Client	2/3/2022	Correspondence containing legal advice
2085	jenkins.michael@dorsey.com; Grossklaus.David@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/3/2022	Correspondence containing legal advice regarding lease
2086	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com	Attorney-Client	2/3/2022	Correspondence containing legal advice regarding lease
2089	Grossklaus.David@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/3/2022	Correspondence containing legal advice regarding lease
2092	David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	2/4/2022	Correspondence containing legal advice regarding disclosure statement
2094	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	jenkins.michael@dorsey.com	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	2/4/2022	Correspondence containing legal advice regarding revisions to Edgemere disclosure
2095	LifespaceGC <LifespaceGC@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/4/2022	Correspondence regarding draft disclosure relating to lease
2109	Abby Nicholson <Abby.Nicholson@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>	jenkins.michael@dorsey.com	Attorney-Client	2/4/2022	Correspondence containing legal advice regarding restructuring and disclosures
2119	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; jenkins.michael@dorsey.com	Attorney-Client	2/7/2022	Correspondence containing legal advice regarding restructuring

2120	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommuniti	Grossklaus.David@dorsey.com		Attorney-Client	2/7/2022	Correspondence containing legal advice regarding restructuring
2123	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; jenkins.michael@dorsey.com	Attorney-Client	2/7/2022	Correspondence containing legal advice regarding restructuring
2125	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; jenkins.michael@dorsey.com	Attorney-Client	2/7/2022	Correspondence containing legal advice regarding restructuring
2126	jenkins.michael@dorsey.com; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	2/7/2022	Correspondence containing legal advice and work product regarding restructuring
2127	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/7/2022	Correspondence containing legal advice regarding financials
2128	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; jenkins.michael@dorsey.com	Attorney-Client	2/7/2022	Correspondence requesting legal advice and work product regarding restructuring
2137	'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/8/2022	Correspondence containing legal advice regarding restructuring
2138	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	2/8/2022	Correspondence containing legal advice regarding Intercity Plan Proposal
2139	David Grossklaus <grossklaus.david@dorsey.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommu	Nick Harshfield <NHarshfield@LifeSpaceCommunities.com>		Attorney-Client	2/8/2022	Correspondence containing legal advice regarding landlord
2141	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	2/8/2022	Correspondence regarding call with Intercity and Kong
2143	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	2/8/2022	Correspondence requesting legal advice regarding landlord
2152	Grossklaus.David@dorsey.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/9/2022	Correspondence containing legal advice regarding financials
2153	jenkins.michael@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	2/9/2022	Correspondence containing legal advice regarding forbearance agreement and bondholder renegotiations
2156	jenkins.michael@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	2/10/2022	Correspondence containing legal advice regarding bondholder agreement
2157	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>		Attorney-Client	2/10/2022	Correspondence containing legal advice regarding disclosure
2170	jenkins.michael@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCom	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Grossklaus.David@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	2/16/2022	Correspondence containing legal advice regarding financials
2172	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	2/16/2022	Correspondence memorializing legal advice regarding restructuring
2176	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	2/20/2022	Correspondence containing legal advice regarding restructuring

2188	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	acosta.joseph@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Common Interest	2/23/2022	Correspondence regarding UMB correspondence and notice of acceleration
2189	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Common Interest	2/23/2022	Correspondence containing legal advice regarding notice of acceleration
2193	David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Common Interest	2/23/2022	Correspondence containing legal advice regarding notice of acceleration
2202	David Grossklaus <grossklaus.david@dorsey.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/24/2022	Correspondence containing legal advice regarding lease
2203	jenkins.michael@dorsey.com	John Falldine <John.Falldine@lifespacecommunities.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.co	Attorney-Client	2/24/2022	Correspondence containing legal advice regarding Edgemere disclosure statement
2204	jenkins.michael@dorsey.com	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	2/24/2022	Correspondence containing legal advice regarding acceleration notices and EMMA disclosures
2205	David Grossklaus <grossklaus.david@dorsey.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/24/2022	Correspondence containing legal advice regarding lease
2206	jenkins.michael@dorsey.com; David Grossklaus <grossklaus.david@dorsey.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/24/2022	Correspondence containing legal advice regarding disclosure statement
2224	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommuniti	jenkins.michael@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	2/25/2022	Correspondence containing legal advice regarding restructuring
2230	David Grossklaus <Grossklaus.David@dorsey.com>; Joseph Acosta <acosta.joseph@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	2/25/2022	Correspondence containing legal advice regarding ground lease
2235	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	2/25/2022	Correspondence containing legal advice regarding bondholder agreements and restructuring
2239	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	2/26/2022	Correspondence containing legal advice regarding forbearance agreement
2245	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	2/26/2022	Correspondence containing legal advice regarding bondholder agreement
2250	Lifespace-Leadership <Lifespace-Leadership@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Michael Jenkins <jenkins.michael@dorsey.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Attorney-Client	2/27/2022	Correspondence relaying and containing legal advice regarding Dallas Morning News article
2268	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>;	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/27/2022	Correspondence containing legal advice regarding lease.
2286	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Laverne Epp <elepp@kuinnovationpark.com>	Neal Yanofsky (neal@yanofsky.com) <neal@yanofsky.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus	Attorney-Client	2/28/2022	Correspondence containing legal advice regarding bond restructuring
2287	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>;	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/28/2022	Correspondence containing legal advice regarding restructuring
2289	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; acosta.joseph@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/28/2022	Correspondence containing legal advice regarding restructuring

2291	David Grossklaus <Grossklaus.David@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	2/28/2022	Correspondence containing legal advice regarding Dallas Morning News
2294	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com;	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	2/28/2022	Correspondence containing legal advice regarding forbearance agreement
2295	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; 'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	2/28/2022	Correspondence regarding Dallas Morning News
2300	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; jenkins.michael@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Lisa Weiner <Lisa.Weiner@lifespacecommunities.com>		Attorney-Client	2/28/2022	Correspondence requesting legal advice regarding Dallas Morning News article
2322	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/1/2022	Correspondence containing legal advice regarding landlord's response to broker's lien
2325	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; acosta.joseph@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/1/2022	Correspondence containing legal advice regarding forbearance agreement
2333	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/1/2022	Correspondence containing legal advice regarding bondholder agreement
2336	acosta.joseph@dorsey.com; Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/1/2022	Correspondence containing legal advice regarding restructuring and the Forbearance Agreement
2340	acosta.joseph@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/1/2022	Correspondence containing legal advice regarding restructuring
2341	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/1/2022	Correspondence requesting legal advice regarding bondholder agreement
2342	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com	acosta.joseph@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/1/2022	Correspondence containing legal advice regarding forbearance agreement
2347	acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Grossklaus.David@dorsey.com	Attorney-Client	3/1/2022	Correspondence containing legal advice regarding forbearance
2350	David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/1/2022	Correspondence containing legal advice regarding bondholder agreement
2351	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/1/2022	Correspondence containing legal advice regarding broker's lien
2353	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/1/2022	Correspondence containing legal advice regarding broker's lien
2354	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/1/2022	Correspondence containing legal advice regarding lease agreement
2378	acosta.joseph@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/2/2022	Correspondence containing legal advice regarding forbearance agreement
2383	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com	Attorney-Client; common interest	3/2/2022	Correspondence containing legal advice regarding forbearance agreement
2411				Attorney-Client	3/2/2022	Attachment to correspondence requesting and containing legal advice regarding restructuring

2441	David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/3/2022	Correspondence containing legal advice regarding forbearance agreement
2444	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	3/3/2022	Correspondence containing legal advice regarding Texas Department of Insurance
2456	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; acosta.joseph@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Grossklaus.David@dorsey.com	Attorney-Client	3/3/2022	Correspondence containing legal advice regarding forbearance agreement
2461	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com	Attorney-Client	3/3/2022	Correspondence containing legal advice regarding forbearance agreement
2506	acosta.joseph@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/4/2022	Correspondence containing legal advice regarding forbearance agreement
2508	Smith.Steve@dorsey.com	acosta.joseph@dorsey.com	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/4/2022	Correspondence containing legal advice regarding lease
2511	acosta.joseph@dorsey.com	Smith.Steve@dorsey.com	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/4/2022	Correspondence containing legal advice regarding lease
2512				Attorney-Client	3/4/2022	Correspondence containing legal advice regarding lease
2515	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; jenkins.michael@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/4/2022	Correspondence containing legal advice regarding restructuring
2571	'Paula Shives' <Paula.Shives@LifeSpaceCommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Bob Kehm <Bob.Kehm@LifeSpaceCommunities.com>; LaVerne Epp <LaVerne.Epp@LifeSpaceCommunities.com>; Laverne Epp <elepp@kuinnovationpark.com>; Neal Yanofsky <Neal.Yanofsky@LifeSpaceCommunities.com>; Neal Yanofsky (neal@yanofsky.com) <neal@yanofsky.com>; Venita E. Fields (Pelhams) <venita.fields@pelhams2k.com>; Venita E. Fields <Venita.Fields@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/7/2022	Correspondence containing legal advice regarding ground lease
2574	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Michael Jenkins <jenkins.michael@dorsey.com>; Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; freed.adam@dorsey.com; LifespaceGC	Attorney-Client	3/7/2022	Correspondence containing legal advice regarding forbearance agreement
2575	Michael Jenkins <jenkins.michael@dorsey.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Grossklaus.David@dorsey.com; freed.adam@dorsey.com; LifespaceGC	Attorney-Client	3/7/2022	Correspondence containing legal advice regarding forbearance agreement
2580	Laverne Epp <elepp@kuinnovationpark.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Paula Shives <Paula.Shives@LifeSpaceCommunities.com>; Bob Kehm <Bob.Kehm@LifeSpaceCommunities.com>; LaVerne Epp <LaVerne.Epp@LifeSpaceCommunities.com>; Neal Yanofsky <Neal.Yanofsky@LifeSpaceCommunities.com>; Neal Yanofsky (neal@yanofsky.com) <neal@yanofsky.com>; Venita E. Fields (Pelhams) <venita.fields@pelhams2k.com>; Venita E. Fields <Venita.Fields@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/7/2022	Correspondence containing legal advice regarding lease cure
2581	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommun	jenkins.michael@dorsey.com	Grossklaus.David@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; freed.adam@dorsey.com	Attorney-Client	3/7/2022	Correspondence containing legal advice regarding board of directors

2583	jenkins.michael@dorsey.com; Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; freed.adam@dorsey.com; LifespaceGC	Attorney-Client	3/7/2022	Correspondence containing legal advice regarding forbearance agreement
2592	jenkins.michael@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE		Attorney-Client	3/7/2022	Correspondence requesting and containing legal advice regarding foreclosure agreement
2593	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>;	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/7/2022	Correspondence containing legal advice regarding ground lease
2594	jenkins.michael@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/7/2022	Correspondence containing legal advice regarding forbearance agreement
2596	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>;	jenkins.michael@dorsey.com		Attorney-Client	3/7/2022	Correspondence containing legal advice regarding forbearance agreement
2597	'Bob Kehm' <Bob.Kehm@LifeSpaceCommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Neal Yanofsky <neal@yanofsky.com>; LaVerne Epp <LaVerne.Epp@LifeSpaceCommunities.com>; Laverne Epp <elepp@kuinnovationpark.com>; Neal Yanofsky <Neal.Yanofsky@LifeSpaceCommunities.com>; Paula Shives <Paula.Shives@LifeSpaceCommunities.com>; Venita E. Fields (Pelhams) <venita.fields@pelhams2k.com>; Venita E. Fields <Venita.Fields@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/7/2022	Correspondence containing legal advice regarding lease cure
2602	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Michael Jenkins <jenkins.michael@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE		Attorney-Client; Common Interest	3/7/2022	Correspondence containing legal advice regarding forbearance agreement
2603				Attorney-Client; Common Interest	3/7/2022	Attachment to correspondence containing legal advice regarding forbearance agreement
2605				Attorney-Client	3/7/2022	Attachment to correspondence containing work product regarding forbearance
2609	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Venita Fields <venita.fields@pelhams2k.com>	Bob Kehm <Bob.Kehm@LifeSpaceCommunities.com>; LaVerne Epp <LaVerne.Epp@LifeSpaceCommunities.com>; Laverne Epp <elepp@kuinnovationpark.com>; Neal Yanofsky <Neal.Yanofsky@LifeSpaceCommunities.com>; Neal Yanofsky (neal@yanofsky.com) <neal@yanofsky.com>; Paula Shives <Paula.Shives@LifeSpaceCommunities.com>; Venita E. Fields <Venita.Fields@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/7/2022	Correspondence containing legal advice and work product regarding forbearance
2613	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	3/8/2022	Correspondence containing legal advice regarding bondholder agreement
2622	Grossklaus.David@dorsey.com	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>		Attorney-Client	3/8/2022	Correspondence containing legal advice regarding restructuring and bond agreements

2627	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	3/9/2022	Correspondence containing legal advice regarding forbearance agreement
2628	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/9/2022	Correspondence containing legal advice regarding forbearance agreement
2629	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/9/2022	Correspondence containing legal advice regarding forbearance agreement
2645	Neal Yanofsky (neal@yanofsky.com) <neal@yanofsky.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	'Ann Powell' <Ann.Powell@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/9/2022	Correspondence containing legal advice regarding restructuring
2646	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com		Attorney-Client	3/9/2022	Correspondence containing legal advice regarding forbearance agreement
2647	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommun	jenkins.michael@dorsey.com	Grossklaus.David@dorsey.com; freed.adam@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	3/9/2022	Correspondence containing legal advice regarding forbearance agreement
2648	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	acosta.joseph@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/9/2022	Correspondence containing legal advice and work product regarding resident communications
2649	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/9/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2650	Grossklaus.David@dorsey.com	Nikki Kresse <Nikki.Kresse@lifespacecommunities.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/9/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2651				Attorney-Client	3/9/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2652				Attorney-Client	3/9/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2653				Attorney-Client	3/9/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2654				Attorney-Client	3/9/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2655				Attorney-Client	3/9/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2656				Attorney-Client	3/9/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2657				Attorney-Client	3/9/2022	Correspondence containing legal advice and work product regarding forbearance agreement
2670	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; jenkins.michael@dorsey.com	freed.adam@dorsey.com		Attorney-Client	3/10/2022	Correspondence containing legal advice regarding forbearance agreement
2672	jenkins.michael@dorsey.com; Adam Freed <freed.adam@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/10/2022	Correspondence containing legal advice regarding forbearance agreement and restructuring
2675	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client	3/10/2022	Correspondence requesting legal advice regarding bondholder meeting
2687	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f56a82abf0b249b9a5b9d6fef776655d-Jesse Jantz>		Attorney-Client	3/10/2022	Correspondence reflecting legal advice regarding bondholder meeting
2688	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Common Interest	3/10/2022	Correspondence containing legal advice regarding bondholder meeting
2691	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client; Common Interest	3/10/2022	Correspondence containing legal advice regarding forbearance agreement

2757	David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/12/2022	Correspondence requesting legal advice regarding restructuring
2760				Attorney-Client; Common Interest	3/12/2022	Correspondence containing legal advice regarding forbearance agreement
2763	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; acosta.joseph@dorsey.com; Chris Lynn <Chris.Lynn@LifeSpaceCommunitie	Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>		Attorney-Client; Common Interest	3/14/2022	Correspondence containing legal advice regarding restructuring
2766	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Chris Lynn <Chris.Lynn@LifeSpaceCommunities.com>	acosta.joseph@dorsey.com		Attorney-Client; Common Interest	3/14/2022	Correspondence containing legal advice regarding broker's lien
2773	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	acosta.joseph@dorsey.com		Attorney-Client; Common Interest	3/14/2022	Correspondence containing legal advice regarding lease agreement
2785	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Neal Yanofsky <neal@yanofsky.com>	Bob Kehm <Bob.Kehm@LifeSpaceCommunities.com>; LaVerne Epp <LaVerne.Epp@LifeSpaceCommunities.com>; Laverne Epp <elepp@kuinnovationpark.com>; Neal Yanofsky <Neal.Yanofsky@LifeSpaceCommunities.com>; Paula Shives <Paula.Shives@LifeSpaceCommunities.com>; Venita E. Fields (Pelhams) <venita.fields@pelhams2k.com>; Venita E. Fields <Venita.Fields@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Ann Powell <Ann.Powell@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus	Attorney-Client	3/15/2022	Correspondence containing legal advice regarding restructuring
2791	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; acosta.joseph@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>;	Grossklaus.David@dorsey.com		Attorney-Client	3/15/2022	Correspondence containing legal advice regarding board of directors
2798	Grossklaus.David@dorsey.com	acosta.joseph@dorsey.com	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/15/2022	Correspondence containing legal advice regarding discussions with bondholders
2814	Ana Dutra <Ana.Dutra@LifeSpaceCommunities.com>; Ana Dutra (anadutra.chicago@gmail.com) <anadutra.chicago@gmail.com>; Bob Kehm <bob.kehm@lifespacecommunities.com>; David Williams <solomoniii@gmail.com>; David Williams (Lifespace email) <David.williams@lifespacecommunities.com>; Gary Blackford <gdblackford@comcast.net>; Gary Blackford (Lifespace Email) <gary.blackford@lifespacecommunities.com>; Jesse Jantzen </o=First Organization/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=6f9bf238eb1d4cd6af1f440b2c842cc6-Jesse>; Jonathan Sokeye <J_sokeye@hotmail.com>; Jonathan Sokeye (Lifespace email) <Jonathan.sokeye@lifespacecommunities.com>; Joyce Hrinya <joyce.darkey-hrinya@lifespacecommunities.com>; Joyce Hrinya (joyce@acquireretain.com) <joyce@acquireretain.com>; Laurie	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	LifespaceGC <LifespaceGC@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/16/2022	Correspondence containing legal advice regarding Dallas Morning News
2817	Michael Jenkins <jenkins.michael@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Adam Freed <freed.adam@dorsey.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/16/2022	Correspondence containing legal advice regarding resident disclosure statements

2823	Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/16/2022	Correspondence containing legal advice regarding scope of engagement
2828	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Grossklaus.David@dorsey.com; freed.adam@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Attorney-Client	3/16/2022	Correspondence containing legal advice regarding restructuring
2850	'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>	Heidi Leavengood </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9076D85EB4484916A2F54B24AFC290CC-HEIDI LEAVE>		Attorney-Client	3/16/2022	Correspondence containing work product regarding forbearance agreement and financials
2869	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>	Allare, Kathleen (Perkins Coie) <KAllare@perkinscoie.com>; Leibowitz, Rachel (Perkins Coie) <RLeibowitz@perkinscoie.com>	Attorney-Client	3/17/2022	Correspondence containing legal advice regarding restructuring
2871	'grossklaus.david@dorsey.com' <grossklaus.david@dorsey.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/17/2022	Correspondence containing legal advice regarding restructuring
2875	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; freed.adam@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/17/2022	Correspondence containing legal advice regarding current resident disclosure
2878	Grossklaus.David@dorsey.com; jenkins.michael@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; freed.adam@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/17/2022	Correspondence containing legal advice and work product regarding resident disclosures
2903	Eric Walker <Ewalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/18/2022	Correspondence requesting legal advice regarding Texas Department of Insurance call
2907	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>		Attorney-Client	3/18/2022	Correspondence containing legal advice regarding Texas Department of Insurance
2908	David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/18/2022	Correspondence containing legal advice regarding board memorandum
2910	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/18/2022	Correspondence containing legal advice regarding restructuring
2918	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/18/2022	Correspondence containing legal advice regarding forbearance
2919	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>		Attorney-Client	3/18/2022	Correspondence containing legal advice and work product regarding restructuring
2922	Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; Grossklaus.David@dorsey.com	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/18/2022	Correspondence containing legal advice regarding lease
2933	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/18/2022	Correspondence containing legal advice regarding restructuring
2950	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>; Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Allare, Kathleen (Perkins Coie) <KAllare@perkinscoie.com>	Attorney-Client	3/19/2022	Correspondence containing legal advice regarding nondisclosure agreement
2953	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/20/2022	Correspondence containing legal advice regarding restructuring
2957	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Grossklaus.David@dorsey.com	Attorney-Client	3/21/2022	Correspondence summarizing discussion regarding legal advice with respsect to ground lease

2993	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Grossklaus.David@dorsey.com	Attorney-Client	3/22/2022	Correspondence containing legal advice regarding ground lease
2994	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Allare, Kathleen (Perkins Coie) <KAllare@perkinscoie.com>	Attorney-Client	3/22/2022	Correspondence containing legal advice regarding restructuring
2999	Walker, Eric E. (Perkins Coie) <EWalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Allare, Kathleen (Perkins Coie) <KAllare@perkinscoie.com>	Attorney-Client	3/22/2022	Correspondence containing legal advice regarding board of directors recommendation
3038	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client	3/23/2022	Correspondence containing legal advice regarding restructuring
3044	Grossklaus.David@dorsey.com; EWalker@perkinscoie.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/23/2022	Correspondence between Lifespace representatives and outside counsel containing legal advice regarding board of directors
3047	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client	3/23/2022	Correspondence containing legal advice regarding restructuring
3049	Grossklaus.David@dorsey.com	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	3/23/2022	Correspondence containing legal advice regarding restructuring
3050	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>		Attorney-Client	3/23/2022	Correspondence containing work product regarding restructuring
3051	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	EWalker@perkinscoie.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; KAllare@perkinscoie.com	Attorney-Client	3/23/2022	Correspondence containing legal advice regarding restructuring
3053	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	EWalker@perkinscoie.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; KAllare@perkinscoie.com	Attorney-Client	3/23/2022	Correspondence containing legal advice regarding restructuring
3058	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/24/2022	Correspondence containing legal advice regarding corporate governance documents
3059	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client	3/24/2022	Correspondence containing legal advice regarding restructuring
3062	EWalker@perkinscoie.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	KAllare@perkinscoie.com	Attorney-Client	3/24/2022	Correspondence containing legal advice regarding executive committee memorandum and corporate governance documents
3063	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>		Attorney-Client	3/24/2022	Correspondence containing legal advice regarding corporate governance documents
3064	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client	3/24/2022	Correspondence containing legal advice regarding corporate governance documents
3065	Eric Walker <Ewalker@perkinscoie.com>; Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/24/2022	Correspondence containing legal advice regarding corporate governance documents
3068	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client	3/24/2022	Correspondence containing legal advice regarding corporate governance documents
3073	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Grossklaus.David@dorsey.com	Grossklaus.David@dorsey.com	Attorney-Client	3/24/2022	Correspondence containing legal advice regarding restructuring
3110	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client	3/25/2022	Correspondence containing legal advice regarding restructuring
3111	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client	3/25/2022	Correspondence containing legal advice regarding restructuring
3117	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client	3/25/2022	Correspondence containing legal advice regarding restructuring
3118	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	3/25/2022	Correspondence regarding restructuring

3127	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client	3/25/2022	Correspondence containing legal advice regarding corporate governance documents
3133	freed.adam@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Grossklaus.David@dorsey.com;	LifespaceGC <LifespaceGC@lifespacecommunities.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/25/2022	Correspondence containing legal advice regarding landlord
3162	Grossklaus.David@dorsey.com; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/26/2022	Correspondence containing legal advice regarding coverage
3167	Neal Yanofsky (neal@yanofsky.com) <neal@yanofsky.com>; Venita E. Fields (Pelhams) <venita.fields@pelhams2k.com>; 'Paula Shives' <paula.shives@lifespacecommunities.com>; Laverne Epp	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Eric Walker <Ewalker@perkinscoie.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Attorney-Client	3/26/2022	Correspondence containing legal advice regarding board of directors
3181	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommu	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK HARSHF>		Attorney-Client	3/27/2022	Correspondence containing legal advice regarding insurance
3182	Grossklaus.David@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE		Attorney-Client	3/27/2022	Correspondence containing legal advice regarding restructuring
3186				Attorney-Client	3/27/2022	Attachment to correspondence requesting and containing legal advice and work product regarding nondisclosure agreement
3209	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Grossklaus.David@dorsey.com	jenkins.michael@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; freed.adam@dorsey.com; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Eddie Fenoglio <Eddie.Fenoglio@lifespacecommunities.com>	Attorney-Client	3/29/2022	Correspondence containing legal advice regarding annual meeting minutes and corporate governance matters.
3236	EWalker@perkinscoie.com	Susan Straub </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FC419108931843547B7D0BC2EDDF733DB-SUSAN		Attorney-Client	3/29/2022	Correspondence requesting legal advice regarding strategy
3241	Eric Walker <Ewalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ> on behalf of Ann Powell </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=94a634a5f04d4ff586350be2880f3a6d-Ann Powell>		Attorney-Client	3/30/2022	Correspondence requesting legal advice regarding restructuring committee meeting
3244	Venita Fields <venita.fields@pelhams2k.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE	Eric Walker <Ewalker@perkinscoie.com>; David Grossklaus <Grossklaus.David@dorsey.com>	Attorney-Client	3/30/2022	Correspondence containing legal advice regarding board of directors
3252	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommu	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>		Attorney-Client	3/30/2022	Correspondence containing legal advice regarding restructuring
3253	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	3/30/2022	Correspondence containing legal advice regarding restructuring
3258	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client	3/31/2022	Correspondence containing legal advice regarding bondholder agreement
3275	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	freed.adam@dorsey.com	Grossklaus.David@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	4/1/2022	Correspondence containing legal advice regarding disclosure statement
3281	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	4/1/2022	Correspondence containing legal advice regarding restructuring
3283	freed.adam@dorsey.com; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK	Grossklaus.David@dorsey.com; LifespaceGC <LifespaceGC@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Attorney-Client	4/1/2022	Correspondence containing legal advice regarding financials
3302	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Nick Harshfield </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=95CF5C66BA9C484F99123E9D6173C9AF-NICK	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client; Common Interest	4/2/2022	Correspondence containing legal advice regarding restructuring

3315				Attorney-Client	4/3/2022	Correspondence containing work product regarding resident refunds
3322	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client	4/4/2022	Correspondence containing legal advice regarding restructuring
3329	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Heidi Leavengood <Heidi.Leavengood@LifeSpaceCommunities.com>; Jane VanHorn <Jane.VanHorn@LifeSpaceCommunities.com>; LifespaceGC <LifespaceGC@lifespacecommunities.com>; grossklaus.david@dorsey.com; Leibowitz, Rachel (CHI) <RLeibowitz@perkinscoie.com>; Allare, Kathleen (CHI)	Attorney-Client	4/4/2022	Correspondence containing legal advice regarding financial information
3345	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client	4/5/2022	Correspondence requesting legal advice regarding restructuring
3346	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Allare, Kathleen (CHI) <KAllare@perkinscoie.com>	Attorney-Client	4/5/2022	Correspondence containing legal advice regarding restructuring
3367	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>		Attorney-Client	4/6/2022	Correspondence containing legal advice regarding bondholder agreements and restructuring
3391	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>		Attorney-Client	4/7/2022	Correspondence containing legal advice regarding restructuring
3392	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	4/7/2022	Correspondence containing legal advice regarding restructuring
3394	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>		Attorney-Client	4/7/2022	Correspondence containing legal advice regarding restructuring
3399	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>; Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>		Attorney-Client	4/7/2022	Correspondence containing legal advice and work product regarding restructuring
3403	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>; Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>		Attorney-Client	4/7/2022	Correspondence containing legal advice regarding restructuring
3412	LifespaceGC <LifespaceGC@lifespacecommunities.com>; Grossklaus.David@dorsey.com	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>	Nick Harshfield <Nick.Harshfield@lifespacecommunities.com>	Attorney-Client	4/8/2022	Correspondence containing legal advice regarding Texas Department of Insurance
3416	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>	Jesse Jantzen </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F56A82ABF0B249B9A5B9D6FEF776655D-JESSE JANTZ>		Attorney-Client	4/8/2022	Correspondence containing legal advice regarding board of directors
3420	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>		Attorney-Client	4/8/2022	Correspondence containing legal advice regarding restructuring
3427	Jesse Jantzen <Jesse.Jantzen@lifespacecommunities.com>	Walker, Eric E. (CHI) <EWalker@perkinscoie.com>		Attorney-Client	4/9/2022	Correspondence containing legal advice regarding board of directors

Individual	Organization/Affiliation	Role
Rick Miller	Bryan Cave Leighton Paisner	Outside Counsel to Landlord
Jeff A. Vrieze	CLA Connect	Outside Accountant to Lifespace
Rachel Nanes	DLA Piper	Outside Counsel to Edgemere
Thomas R. Califano	DLA Piper/Sidley	Outside Counsel to Edgemere
Adam Freed	Dorsey & Whitney	Outside Counsel to Lifespace
David Grossklaus	Dorsey & Whitney	Outside Counsel to Lifespace
Joseph Acosta	Dorsey & Whitney	Outside Counsel to Lifespace
Katie Cownie	Dorsey & Whitney	Outside Counsel to Lifespace
Mackenzie McNaughton	Dorsey & Whitney	Outside Counsel to Lifespace
Michael Jenkins	Dorsey & Whitney	Outside Counsel to Lifespace
Steve Smith	Dorsey & Whitney	Outside Counsel to Lifespace
Tom Kelly	Dorsey & Whitney	Outside Counsel to Lifespace
Joel O. Hernandez	Edgemere	Sales Support Coordinator
Monika Pearce	Edgemere	Senior Living Counselor
Angelo Thalassinos	FTI	Attorney-Retained Advisor of Edgemere
Cayla Chen	FTI	Attorney-Retained Advisor of Edgemere
Chad Shandler	FTI	Attorney-Retained Advisor of Edgemere
Diana Baldo	FTI	Attorney-Retained Advisor of Edgemere
Jill Shapiro	FTI	Attorney-Retained Advisor of Edgemere
Joey Carmody	FTI	Attorney-Retained Advisor of Edgemere
Jono Mahan	FTI	Attorney-Retained Advisor of Edgemere
Kevin DeLuise	FTI	Attorney-Retained Advisor of Edgemere
Kyra Adajian	FTI	Attorney-Retained Advisor of Edgemere
Riley Jasser	FTI	Attorney-Retained Advisor of Edgemere
Roberta Harkavy Probber	FTI	Attorney-Retained Advisor of Edgemere
Sreesha Sivakumar	FTI	Attorney-Retained Advisor of Edgemere
Victoria Zaharoff	FTI	Attorney-Retained Advisor of Edgemere
Bill Burns	Gilmore Bell	Outside Counsel to Lifespace
Rick Wright	Gilmore Bell	Outside Counsel to Lifespace
James Dummit	Gilmore Bell	Outside Counsel to Lifespace
Cara McLaughlin	Gilmore Bill	Outside Counsel to Lifespace
Savannah Padgett	Gray Robinson	Outside Counsel to Edgemere Board of Directors
Steven Solomon	Gray Robinson	Outside Counsel to Edgemere Board of Directors
Evan Richter	Greenbrier Development	Inadvertent recipient of email
Aaron Rulnick	HJ Sims	Financial Advisor to Lifespace
Lynn Daly	HJ Sims	Financial Advisor to Lifespace
Nick Roberts	HJ Sims	Financial Advisor to Lifespace
Andres A. Estrada	KCC	Edgemere Claims Agent
Francine Gordon	KCC	Edgemere Claims Agent
Robert Jordan	KCC	Edgemere Claims Agent
Abby Nicholson	Lifespace	Lifespace Director Finance Operations
Abdul Shakoor	Lifespace	Lifespace In-House Counsel
Amanda Schwilch	Lifespace	Lifespace Regional Director of Sales and Marketing
Ana Dutra	Lifespace	Lifespace Board Member
Angie Barton	Lifespace	Lifespace VP of Marketing
Anita Rao	Lifespace	Lifespace Employee
Ann Joyce	Lifespace	Lifespace Employee
Ann Powell	Lifespace	Lifespace Executive Assistant
Bill Nutty	Lifespace	Lifespace Director of Compliance
Bob Kehm	Lifespace	Lifespace Board Member
Bridgette Walshe	Lifespace	Lifespace Employee
Chris Hutfless	Lifespace	Lifespace In-House Counsel
Chris Lynn	Lifespace	Lifespace Cash Management Analyst
Chris Soden	Lifespace	Lifespace National Director of Plant and Engineering Services
Crystal Barnett	Lifespace	Lifespace Executive Administrative Assistant
Dana Smith	Lifespace	Lifespace Executive
Darla Joens	Lifespace	Lifespace Director of Accounting and Reporting
David Williams	Lifespace	Lifespace Board Member
Eddie Fenoglio	Lifespace	Lifespace Executive

Etra McKinney	Lifespace	Lifespace Senior Executive Assistant
Fred Gollay	Lifespace	Lifespace Sales Assistant
Gary Blackford	Lifespace	Lifespace Board Member
Greg Sieman	Lifespace	Lifespace Chief Revenue & Communications Officer
Gretchen Forristall	Lifespace	Lifespace Employee
Heidi Leavengood	Lifespace	Lifespace Executive
Jane VanHorn	Lifespace	Lifespace In-House Counsel
Jenna Moore	Lifespace	Lifespace Senior Adminstrative Assistance
Jesse Jantzen	Lifespace	Lifespace Executive
Jodi Hirsch	Lifespace	Lifespace In-House Counsel
Joel Hernandez	Lifespace	Lifespace Sales Support Coordinator
John Couture	Lifespace	Lifespace VP Information Technology
John Falldine	Edgemere	Edgemere Executive Director
John Robertson	Lifespace	Lifespace Employee
Jonathan Sokeye	Lifespace	Lifespace Board Member
Joyce Darkey-Hrinya	Lifespace	Lifespace Board Member
Julio Macias	Lifespace	Executive Director
Karen Davila	Lifespace	Lifespace Interim General Counsel
Larisa Purdy	Lifespace	Lifespace Employee
Larry Smith	Lifespace	Lifespace Executive
Laurie Dotter	Lifespace	Lifespace Board Member
LaVerne Epp	Lifespace	Lifespace Board Member
Leah Tjepkes	Lifespace	Lifespace Employee
Leslie Doran Sparacino	Lifespace	Lifespace Sales Specialist
Lisa O'Neal	Lifespace	Lifespace Employee
Lisa Weiner	Lifespace	Lifespace Director of Compliance
Liz Roberts	Lifespace	Lifespace Administrative Assistant
Lori Lebeck	Lifespace	Lifespace Director of Billing
Maria Balderas	Lifespace	Lifespace Director of Business Office Operations
Martha Holloway	Lifespace	Lifespace Employee
Mary Anne Gillette	Lifespace	Lifespace VP Independent Living Sales
Matt Holder	Lifespace	Lifespace Director of Digital Marketing
Meghan Ziegelmeyer	Lifespace	Lifespace VP Healthcare Sales and Marketing
Neal Yanofsky	Lifespace	Lifespace Board Member
Nick Harshfield	Lifespace	Lifespace Executive
Nikki Kresse	Lifespace	Lifespace Executive
Pat Spangler	Lifespace	Lifespace Board Member
Paula Shives	Lifespace	Lifespace Board Member
Raina Reeder	Lifespace	Lifespace Director of Risk
Rick Oros	Lifespace	Lifespace VP of Healthcare Operations
Rob Clark	Lifespace	Lifespace Employee
Russel Mauk	Lifespace	Lifespace VP Development
Ryan Rogers	Lifespace	Lifespace Regional VP Operations
Sandra Parker	Lifespace	Lifespace In-House Counsel
Sara Hamm	Lifespace	Lifespace Chief Clinical & Public Health Officer
Scott Collier	Lifespace	Lifespace Board Member
Sloan Bentley	Lifespace	Lifespace Executive (Former CEO)
Steve Owens	Lifespace	Lifespace Accountant
Sue Delvaux	Lifespace	Lifespace Board Member
Susan Straub	Lifespace	Lifespace Executive
Teresa Bates	Edgemere	Edgemere Associate Executive Director
Tim Nevins	Lifespace	Lifespace Executive
Tom Brod	Lifespace	Lifespace Executive
Tracy Smalley	Lifespace	Lifespace Director of Project Management
Venita E. Fields	Lifespace	Lifespace Board Member
Jennifer Rangel	Locke Lord	Outside Counsel to Lifespace
Eileen M. Sethna	LP Legal	Outside Counsel to Landlord
Elizabeth B. Vandesteeg	LP Legal	Outside Counsel to Landlord
Harold D. Israel	LP Legal	Outside Counsel to Landlord
Jay Greathouse	Norton Rose Fulbright	Outside Counsel to SQLC

Kathleen Allare	Perkins Coie	Outside Counsel to Lifespace
Rachel Leibowitz	Perkins Coie	Outside Counsel to Lifespace
Eric Walker	Perkins Coie/Cooley	Outside Counsel to Lifespace
Andrew Ennis	Polsinelli	Outside Counsel to Edgemere
Annie Chilton	Polsinelli	Outside Counsel to Edgemere
Ashley Gould	Polsinelli	Outside Counsel to Edgemere
Bobby Guy	Polsinelli	Outside Counsel to Edgemere
Brenna Dolphin	Polsinelli	Outside Counsel to Edgemere
Debbie Andreacchi	Polsinelli	Outside Counsel to Edgemere
Jeremy Johnson	Polsinelli	Outside Counsel to Edgemere
Jerry Switzer	Polsinelli	Outside Counsel to Edgemere
Jessica Zaiger	Polsinelli	Outside Counsel to Edgemere
Kim Simmons	Polsinelli	Outside Counsel to Edgemere
Mark Joachim	Polsinelli	Outside Counsel to Edgemere
Matt Murer	Polsinelli	Outside Counsel to Edgemere
Trinitee G. Green	Polsinelli	Outside Counsel to Edgemere
Elizabeth Whitkin	Ropes & Gray	Outside Counel to Lifespace
James M. Wilton	Ropes & Gray	Outside Counel to Lifespace
John O. Chesley	Ropes & Gray	Outside Counel to Lifespace
Mara Sanders	Ropes & Gray	Outside Counel to Lifespace
Charles M. Persons	Sidley	Outside Counsel to Edgemere
Ian Ferrell	Sidley	Outside Counsel to Edgemere
Jackson Garvey	Sidley	Outside Counsel to Edgemere
Juliana Hoffman	Sidley	Outside Counsel to Edgemere
Mustafa Abdul-Jabbar	Sidley	Outside Counsel to Edgemere
Penny Reid	Sidley	Outside Counsel to Edgemere
Sonia Casado-Cruz	Sidley	Outside Counsel to Edgemere
Jennifer Moore	Stewart Wiegand & Owens PC	Outside Counsel to Lifespace
Marie Janssen	Stewart Wiegand & Owens PC	Outside Counsel to Lifespace
Michael Stewart	Stewart Wiegand & Owens PC	Outside Counsel to Lifespace
Robert C. Wiegand	Stewart Wiegand & Owens PC	Outside Counsel to Lifespace
Chris Silasavage	Lifespace	Lifespace Executive
Curt Gielow	Edgemere	Independent Director of Edgemere
David Stewart	Edgemere	Independent Director of Edgemere
Kerri Johnson	Lifespace	Lifespace Board Member
Shari Turner	Lifespace	Lifespace Corporate Risk Manager

EXHIBIT 10

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

In Re:	)	**Case No. 22-30659-mvl-11**
	)	Jointly Administered Ch. 11
NORTHWEST SENIOR HOUSING CORPORATION, et al.,	)	Dallas, Texas
	)	March 7, 2023
	)	2:00 p.m. Docket
Debtors.	)	
	)	- AMENDED CHAPTER 11 PLAN (1241)
	)	- MOTION TO STRIKE (1320)
	)	- MOTION TO SELL (755)

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE MICHELLE V. LARSON,
UNITED STATES BANKRUPTCY JUDGE.

APPEARANCES:

For the Debtors:	Jeremy R. Johnson POLSINELLI, P.C. 600 Third Avenue, 42nd Floor New York, NY 10016 (646) 289-6507
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For Intercity Investment Properties, Inc.:	Elizabeth W. Pittman JACKSON WALKER, LLP 2323 Ross Avenue, Suite 600 Dallas, TX 75201 (214) 953-5811

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For UMB Bank, N.A.: (WebEx)	Catherine S. Lombardo MINTZ LEVIN COHN FERRIS GLOVSKY POPEO One Financial Center Boston, MA 02111 (617) 348-4407
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DALLAS, TEXAS - MARCH 7, 2023 - 2:00 P.M.

THE CLERK: All rise. The United States Bankruptcy Court for the Northern District of Texas, Dallas Division, is now in session, The Honorable Michelle Larson presiding.

THE COURT: Please. Be seated. Good afternoon, everyone. We're here on our 2:00 o'clock docket. We have a handful of matters on the docket, all in the same case, so I'll go ahead and call Case No. 22-30659, Northwest Senior Housing Corporation. I'll take appearances for the record, and start with those folks in the courtroom.

MS. GREEN: Good afternoon. Trinitee Green of Polsinelli on behalf of the Debtors. Here with me is Mr. Johnson. Thank you.

THE COURT: Thank you.

MR. MURPHY: Your Honor, Frasher Murphy with Haynes and Boone for UMB Bank. And from the Mintz firm we have Dan Bleck, Eric Blythe, and Kaitlin Walsh.

THE COURT: All righty. Thank you.

MR. MCCARTIN: Good afternoon, Your Honor. Steve McCartin and Tom Scannell on behalf of the Committee.

THE COURT: Good afternoon.

MR. WALKER: Good afternoon, Your Honor. Eric Walker of Cooley on behalf of Lifespace Communities, Inc.

MS. WALKER: Good afternoon. Adrienne Walker, with Matthew Davis, of Locke Lord, on behalf of Bay 9 Holdings.

MS. VANDESTEEG: Good afternoon, Your Honor. Elizabeth Vandesteeg, Eileen Sethna, and Harold Israel of Levenfeld Pearlstein; Ivan Gold of Allen Matkins; and Elizabeth Pittman of Jackson Walker; on behalf of Intercity Investment Properties, Inc.

THE COURT: All right. Now I'll turn to -- oh, please. Mr. Williams.

MR. WILLIAMS: Thank you, Your Honor. Benton Williams on behalf of former residents: The Estate of Patricia Adams, Pamela Siviglia, and Andrew L. Adams. Thank you.

THE COURT: Good afternoon.

Okay. Now I'll turn to WebEx. I have, with the UMB firm, one additional appearance, and that's Ms. Catherine Lombardo with the Mintz firm.

(Echoing.)

THE COURT: All righty. I also have an appearance by Ms. Susan Goodman with Pivot Health Law, the Health Care Ombudsman in this matter.

Is there anyone else on WebEx who would like to make an appearance today?

MS. LAMBERT: Lisa Lambert for the United States Trustee.

THE COURT: Good afternoon, Ms. Lambert.

All right. Anyone else?

Okay. I know we have confirmation openings set for today, and as of yesterday we had an emergency motion to strike that was set as well. So, has that been resolved, or is that where we should start?

MS. GREEN: Good afternoon, Your Honor. Trinitee Green for the Debtors.

No, it has not been resolved. Shocker. And I think we'll get there, but first I want to accomplish a couple of things before we get to the motion to strike --

THE COURT: Okay.

MS. GREEN: -- and before we get into the heart of the confirmation hearing.

THE COURT: Okay.

MS. GREEN: First and foremost, I would like to thank the Court. If I recall correctly, the Court is taking time off from her time off to keep these cases on track, so thank you.

THE COURT: You're welcome.

MS. GREEN: And next is I think it makes sense for the Debtors to kind of lay out the road map for how we see the next day and a half proceeding.

The Plan Sponsors and the Debtors did not anticipate an emergency motion to strike --

THE COURT: Uh-huh.

MS. GREEN: -- when a one-and-a-half-day hearing was

arranged about two weeks ago. And so we were already pushing it to get everything in within a day and a half, and now we have the motion to strike.

And so, as a reminder, Mr. Harshfield is the witness for the Plan Sponsors. He's our Section 1129 witness. He is also the witness for Lifespace. And he's available today. He is not available tomorrow. Andres Estrada of KCC is our other declarant in support of confirmation. He's available both today and tomorrow. But the goal is really to get through Mr. Harshfield's testimony today.

THE COURT: Uh-huh.

MR. HENDRICKS: And in light of the motion to strike and that goal, we think that it is imperative that openings be skipped, that we dive right into evidence. That way, parties will have ample opportunity to address all of the issues in closing arguments, as we initially anticipated. Adequate assurance, sale, confirmation. It can all be addressed at closing, and then we can move into the Donosky matter. And I've spoken to Mr. Hendricks, or I should say we've emailed, and Mr. Hendricks is agreeable to deferring closing arguments on the Donosky matter until everything with respect to confirmation has been completed.

And so that's sort of a road map for how we see things going. But I wanted to bring a couple of items to the Court's attention before we go into the motion to strike.

So, the good news is we have made progress on the property condition ruling. We gave an update at the sale hearing, and I have an additional update.

THE COURT: Okay.

MS. GREEN: So, on the items that were ordered -- there were five orders for us to address as Debtors -- we have, on the corroded pipe, it was scheduled to be replaced, but then weather -- and because of weather, it had to be rescheduled, so that will take place on March 9th.

THE COURT: Okay.

MS. GREEN: The Court also asked the Debtors to address -- ordered the Debtors to address rust on the cooling towers. This will be completed tomorrow.

There was one smashed gutter identified in Photograph 48, and they've already come out, came out to the property, they took measurements, but they need to fabricate a new gutter. That's going to take a little bit of time, so we're looking at about two weeks.

THE COURT: Okay.

MS. GREEN: On the carbon monoxide detectors in the parking garage, we're almost complete. We are about 90 percent complete there, and expect to be a hundred percent complete by this Friday. I don't know how you can be 90 percent and 100 percent complete, but I'm sure that they do.

(Laughter.)

MS. GREEN: And then finally, Your Honor, the small tear in the membrane, a two-inch tear, this is where we're running into some problems. And this was identified in Photograph 40 presented by the Landlord in connection with the testimony of Mr. Hull of Terracon. We have attempted to locate the two-inch tear and we have failed miserably. This roof is 60,000 square feet, I'm told, and so it's a little bit like looking for a needle in a haystack.

So the Debtors reached out to -- or, I should say counsel for the Debtors reached out to counsel for the Landlord just to confirm that it was okay for us to contact Terracon, who seemed like the best person or party to assist us with locating the tear so that it could be repaired.

We were surprised when we received the following response: "We confirmed with Terracon that the photo of the tear in the modified bitumen was representative, not exhaustive, of the condition of the flat roof at The Edgemere as of mid-July 2022. We therefore recommend that a complete and thorough inspection of the roof be undertaken and repairs made. Please send us the engagement letter, contract, and evidence of completion."

The testimony of Mr. Hull was that there was one tear. There was one photograph of one tear. And this is, we believe, an example of overreaching in general, but more specifically with respect to the Court's ruling.

More importantly, this is not what we understood the Court's order to be. And so while the Landlord is attempting to impose these additional requirements on Edgemere rather than just assisting Edgemere with locating the tear so that it can be repaired, I think it's important to note a couple of things.

The plan objection filed by the Landlord complains about how we won't know the cure amount, the potential property cure amount by the time of the confirmation hearing. We're trying to do that. And so I want to make that point.

This, Your Honor, is what the parties who've been attempting to reach a resolution in these cases, quite frankly, have been dealing with for over a year. And unfortunately, we need the Court's guidance. We can't comply with the ruling because we can't find the tear. But we also think that it's very important to demonstrate this response -- or, to highlight this response because it demonstrates something. I think it demonstrates the true intentions behind the assertions of the property condition defaults, because we are attempting to cure this two-inch tear that we can't find and we have a Landlord that's complaining about the tear on the one hand and standing in the way of us curing the default on the other. Those things don't work together.

And I think it's important to bring this up because the Landlord has had every opportunity to assert and reassert

property condition defaults, and if the Landlord wanted to address this gap in time between the Court's ruling and the assumption date, that probably should have been done in connection with the cure trial, not the plan objection. But because it was asserted as a ground for objecting to confirmation, I thought, as a point of equity, the Court ought to know what we're dealing with.

THE COURT: All right.

MS. GREEN: Now, that being said -- and I am apparently not a fast learner. I need water.

THE COURT: Take your time.

(Laughter.)

MS. GREEN: That being said, we heard the Court, and we negotiated a second amendment to the APA.

THE COURT: Right.

MS. GREEN: It was filed this morning. Hopefully, Your Honor has had an opportunity to review it.

THE COURT: Uh-huh.

MS. GREEN: But we believe that it expressly deals with the hypothetical that the Court raised in denying the Rule 52(c) motion. Ms. Walker will address the second amendment, but before she does I just want to reiterate the point with respect to the property condition, because it does keep coming up.

Paragraph 39 of the plan objection states, "The Court's

failure to include certain property conditions as defaults in its ruling doesn't mean that Bay 9 doesn't have to comply with the lease."

It is like a bad song stuck on repeat. Your Honor expressed the same or similar concerns with ICI's attempts to keep replaying the same old song when it acknowledged that continued litigation, either now or one day after the closing, would not be tolerated.

So, while we don't think that property condition is appropriate at this juncture and we do think that Section 365 and our obligations to cure under Section 365 have been fully litigated and are not appropriate at this juncture, we still heard the Court and we took every attempt that we could with the second amendment to the APA to answer the Court's questions.

And so, with that, I would cede the podium to Ms. Walker to talk about the amended APA, if it pleases the Court.

THE COURT: Okay. Just give me one moment.

(Pause.)

THE COURT: Just give me one moment.

(Continued pause.)

THE COURT: One more thing.

(Pause.)

THE COURT: So, one thing with respect to the counsel table: If anyone has their phone on the counsel table, just

kind of scoot it away from the mics. There's a little bit of feedback that's being picked up. It happens.

So the only other thing that I want to do is, before -- all righty. Find my APA and amendment. Got it. I'm ready. Thank you very much for your opening, Ms. Green.

Is there a consensus as to whether openings will be had, or is there no consensus?

MS. GREEN: I would assume there's no consensus.

THE COURT: Okay. Thank you very much, Ms. Green.

MS. GREEN: Thank you.

THE COURT: So, Ms. Walker?

MS. WALKER: Adrienne Walker for Bay 9. And Your Honor, because I tend to work, I'm more of a pictorial person, I have a bit of a demonstrative that might help walk through just the APA amendment.

THE COURT: Okay.

MS. WALKER: May I approach?

THE COURT: Yes.

MS. WALKER: And Your Honor, how many copies would you like?

THE COURT: Two, please. Thank you very much.

MS. WALKER: And Your Honor, I think it's because I come from the great Commonwealth that we are the home of the Dunkin' Donut, which has these little Munchkins that fill doughnut holes. So, Your Honor, ICI claimed that there were a

bunch of doughnut holes to this APA, and we didn't think so. However, Your Honor did put forward a hypothetical.

THE COURT: Uh-huh.

MS. WALKER: And so what we've tried to do is address that in the APA amendment that was just filed this morning at 1325 as an exhibit. And so how we have addressed this is we've looked at, okay, what are all the property -- there are property conditions.

THE COURT: Uh-huh.

MS. WALKER: And then they fall into known and unknown categories. So we take our flow. For the unknown categories, there's two solutions. Bay 9 has amended the asset purchase agreement at 2.3C(i) to say, okay, we're going to assume unknown property conditions. This was the hypothetical, if you peel back the roof and you saw that there was some damage underneath with some framing, we're going to take that. Mrs. Hatch already testified that, as a matter business, we're going to do that. We've put that in there to hopefully put to rest that concern.

THE COURT: Uh-huh.

MS. WALKER: Two, there was the other suggestion if there was a slip-and-fall, for example, today, pre-close, but what can they do down the road? So we've worked into the asset purchase agreement if you need someone to tender to because we're in the great state of Texas and it's not a

direct action state, what do you do? We have a mechanism in there to address the Landlord's concern. That's at 8.2D of the asset purchase, the Amendment 2. And there'll be some language in the confirmation order as well. It's not in the current form of the confirmation order, --

THE COURT: Uh-huh.

MS. WALKER: -- but it'll be addressed.

So now we have the unknowns. And I think you have categories of -- you have known knowns, known unknowns, and unknown unknowns. We can't deal with the unknown unknowns, in any case. So we have dealt with the known unknowns. The known knowns. Known -- on the left of the chart. Known conditions the Landlords cure. There are two universes that Your Honor decided at the bench ruling. We had a list of, I don't know, I didn't count them, but 50 different conditions. It's actually at 8.2 --

THE COURT: Uh-huh.

MS. WALKER: -- C, Schedule 8.2C to this amendment. We took every condition that was at the property condition trial and we went through Your Honor's bench ruling and we said, okay, did Your Honor say this was a default or a nondefault? Everything that was a default, Debtors' counsel has already advised what they're doing.

THE COURT: So you took the cure chart that ICI had in their brief? Okay.

MS. WALKER: Correct. We took out whether it was Plante Moran, Terracon, and the dollars.

THE COURT: Uh-huh.

MS. WALKER: We just said all the conditions. Because all those conditions were before the Court in the trial, known conditions that Terracon or someone said were there.

You have two buckets that could fall into. It's either going to be cured or it's not a default. And what do you do with that?

For the cured situation, again, you come down, you follow, the green are the Debtor and the blue are Bay 9 on this bottom chart. The seller is going to do -- the Debtor is going to do two things. They're going to satisfy by a certification. They've already given feedback to the Court of where they're at. And they're going to -- there's eventually going to be something certified saying, We have cured these.

Now, there are a couple of conditions that were of higher elevation that needed some more investigation. At the prior hearing about a week and a half ago, Debtors' counsel advised what we're doing. So there's an engineer out there doing an investigation. There's been one day of testing. There's been some weather and intervening business. They're going to come back and do a second day.

THE COURT: And that's SOCOTEC?

MS. WALKER: SOCOTEC. Exactly. And SOCOTEC is doing both the expansion joint as well as the façade. So you see on here, and those buckets of joint and façade are 16, 20, and 24 on that big schedule.

THE COURT: Uh-huh.

MS. WALKER: So, you see at the APA amendment at 2.4G, 2.5D, and I've identified expressly where you're going to find how those have been addressed. And largely it's going to be those conditions are going to be certified, great. We know there's going to be -- Your Honor has asked to see those summary reports and we know there's going to be further -- hopefully a further agreement. But then you wanted to see that. So we know that that's going to be addressed down the road because that's what the APA says.

Okay. What happens to those nondefault items on adequate assurance? We understand it's adequate assurance, but we also understand they're not in default today.

THE COURT: Uh-huh.

MS. WALKER: So this was the untenable situation of, if we close tomorrow, am I going to -- is my client going to get hit by a default notice the next day? This is a way we think we've addressed it.

THE COURT: Uh-huh.

MS. WALKER: If it's not a default today and the condition does not change, it is not going to be a default

tomorrow or five years from now if the condition doesn't change.

If the condition changes to a level that would be a default under the lease, that's our responsibility. That's exactly what adequate assurance is about. And of course, we had an entire trial about how we're going to be adequately assuring that performance.

So we think we've taken known and unknown, brought it down, provide for insurance for one, provide for us just assurances that Bay 9 is going to take care of it. On the cures, most of that is being handled by the Debtor. We know we have a few more things to take care of down the road. And that hopefully, with the delineations of where you're going to find those expressly in that amendment --

THE COURT: Uh-huh.

MS. WALKER: -- when Your Honor has an opportunity to take a look at the second amendment, we think that that will address it.

THE COURT: Okay.

MS. WALKER: And I'm not here for argument on that. I was just trying to walk through it.

THE COURT: I appreciate that.

MS. WALKER: Thank you.

THE COURT: I appreciate the demonstrative.

MS. WALKER: Thank you.

THE COURT: Thank you. All right. Before I turn to ICI with respect to the motion to strike and their position on openings, is there anything from the Plan Sponsors, from UMB? And of course Lifespace as well, to the extent you want to make an opening, Mr. Walker.

Please.

MS. WALSH: Thank you, Your Honor. For the record, Kaitlin Walsh on behalf of UMB.

Just that I'm prepared to argue UMB's motion to strike the witness and exhibit list when the Court would like to hear.

THE COURT: Okay. Yes?

MS. GREEN: I just wanted to clarify. That was not an opening. That was just addressing housekeeping matters.

THE COURT: No, I --

MS. GREEN: And -- okay.

THE COURT: Oh, okay.

MS. GREEN: Okay.

THE COURT: No, I recognize.

MS. GREEN: To the extent we do have openings, I have more to say.

THE COURT: Okay. Thank you.

So, anything else of housekeeping? Mr. Walker?

MR. WALKER: No, Your Honor, I just -- Eric Walker on behalf of Lifespace. I'm just rising to support the Debtors' and Plan Proponents' position on the way to move forward. We

don't have anything else to add at this point.

THE COURT: Okay. And in terms of opening, Lifespace doesn't want a --

MR. WALKER: Correct.

THE COURT: -- separate opening today?

MR. WALKER: We're happy to defer it. We would like to get the evidence in.

THE COURT: Right.

MR. WALKER: Mr. Harshfield is here, available this afternoon. We would like to get him on and off the stand today because he's unavailable tomorrow.

THE COURT: Okay.

MR. WALKER: So we think that's the most efficient way to proceed.

THE COURT: Okay. Thank you, --

MR. WALKER: Thank you.

THE COURT: -- Mr. Walker. Mr. Bleck?

MR. BLECK: It's like a parade of lawyers coming up. Come on up. So, Your Honor, Daniel Bleck representing UMB Bank as the Initial Plan Sponsor, the DIP Lender, and the Bond Trustee.

So, I'm kind of pausing here, because it's a strange situation we're in today. And I'm going to step back for a second, because I think you know how everybody -- how hard everybody has worked to get to where we are today. Extremely

hard. And we got to a point where we have a global settlement on the table that really addresses all the issues that the Court has been concerned about as well as other people are concerned about. And those issues concern the community itself and the fact that the community is going to remain open. And it's transitioning to a structure that everybody has agreed to has to be transitioned to, which is a rental community.

Everybody has acknowledged the fact that we have a ground lease here. There is an end term to the ground lease. That it has to be converted to a rental model. And that's something that we've been able to accomplish through this plan.

The second issue was the resident refunds. And it was a significant sum of money that was owed to the residents, roughly $144 million of a contingent refund obligation. And under this settlement, once again, Lifespace has become a party to the settlement agreement, a party to the plan, which provides that the refunds will be paid in full over a period of time. But in full. So we've taken care of the resident refunds. Taken care of residents in general relative to the community. We've taken care of the resident refunds.

Also, the community is being transferred to a stronger owner and an operator that no one has questioned in terms of the capabilities of the operator that's going to step in here,

which is another key component.

And then, lastly and most importantly for my purposes, the Bondholders receive a recovery of roughly forty cents. And although that's still a significant, a significant reduction of their claim, they have supported this plan. They've put up the money, they've put up the time, and they've put up the effort to come together to propose a plan that resolves all the issues, and they're taking a sixty percent discount, which is a significant discount.

And now we're -- this plan is in jeopardy because of the tactics of ICI. Clearly, they're throwing every single objection against the wall in an effort to run out the clock on this case. I think as Your Honor is aware, we have a DIP. We've extended it twice now. We have a DIP that's running through the end of April. And we've all been running hard relative to getting this case confirmed by that time.

And what they're doing here as well -- they being ICI -- is they're increasing the costs of this case significantly. And maybe it's on the mistaken assumption that every dollar that they incur with respect to their legal costs and advisors are being reimbursed by the estate. And I think that's one of the problems we have here. We have a situation where the Landlord is going to throw everything against the table and simply say, for every dollar that we incur, the estate is going to reimburse us. And to be quite frank, it comes out of

my clients' recovery. Residents still receive a hundred percent. The community still moves forward. And every day, my clients' recovery just reduces.

And I think they're thrown up this issue, and they've mentioned it before, relative to the feasibility of the plan. I mean, at the monetary -- excuse me, on the trial regarding the monetary cure claim, I think Your Honor heard testimony where the suggestion now is we're going to have to escrow a hundred percent of the net proceeds to cover our potential monetary claim. A hundred percent. After we funded this, after we're taking a sixty percent reduction, they're asking for a hundred percent escrow.

And so I think, Your Honor, we need some guidance here from you relative to the extent of the monetary claim. I think you heard before that we were, at the end of November, we were at $8 million for the Landlord claim. That jumped to $12 million in two months, the end of January. I can't even imagine what we're here today. We could be $15, $16 million.

And so, Your Honor, I just -- we're concerned that we're just not going -- we need some guidance from the Court relative to the extent of the monetary claim, because we're not going to be in a position to be able to support a plan where we're going to be escrowing a hundred percent of the proceeds here.

Thank you.

THE COURT: Thank you.

MR. MCCARTIN: Last one, I think, Your Honor. Steve McCartin on behalf of the Committee.

We are fine waiving opening. We are prepared to put on evidence, testimonial evidence with regard to our support of the proposed settlement incorporated into the plan. You know, evidence on the 9019 elements to create a record for the reasonableness of the settlement.

We also -- that same evidence will also be offered in support of our limited objection to the plan with regard to the fee cap in 2.2. So, to avoid duplication of effort and try to fit within the time constraints, we're fine waiving opening.

THE COURT: Thank you, Mr. McCartin.

With that, so I'll turn to ICI. I'd like to hear your position on opening, any other housekeeping matters that you have, and then we'll move to the motion to strike thereafter. Ms. Vandesteeg?

MS. VANDESTEEG: Thank you, Your Honor. For the record, Elizabeth Vandesteeg on behalf of Intercity Investment Properties, Inc.

Your Honor, in the past thirty minutes I think we actually heard a few openings, albeit brief, and we're going to go ahead and plan to provide a brief opening to the Court as well. I'm going to defer to Mr. Gold to that, and want to

know if the Court would like for me first, however, to address certain of the comments made by counsel for Debtor with respect to the roof, for example. We're not -- well, I'll defer to the Court in terms of the order in which you'd like for us to take things up.

THE COURT: Well, given the way that it's transpired, I'll let you respond on property condition briefly. I'll let you respond to that. With respect to the APA, I think we're probably going to get there.

To be honest, I would like ICI's response to the amendment to the APA at a time in which you feel that you've had enough time with it. I know it's fairly new in terms of filings, and given that I don't believe it's an agreed form of APA and there's still a contest, I would like you to have a little bit of time with it to see what, if any, of your objections that it might satisfy or at least touch upon.

But with that said, you can make your brief opening I think in the way that the other folks have, and then we'll move to the motion to strike thereafter. So, please.

MS. VANDESTEEG: Well, Your Honor, if we're going to turn to the opening first, then I will defer to Mr. Gold, and then come back to the property condition details thereafter.

THE COURT: Okay.

MS. VANDESTEEG: Thank you.

MR. GOLD: Thank you and good afternoon, Your Honor.

Ivan Gold of Allen Matkins, co-counsel for ICI.

THE COURT: Uh-huh.

MR. GOLD: As Ms. Vandesteeg said, and I'll reinforce it, I'll be brief. Just a quick overview. And I will give a quick reaction to the APA. But with the Court's -- mindful of the Court's indulgence, we'd like a little more time to digest.

You've heard our arguments on the proposed sale, both in my opening in the adequate assurance portion of the proceedings and as well as in the 52(c) motion I made at the conclusion of Bay 9's evidence. I'm clearly not going to repeat those today.

We've previously identified problems with the structure of the APA, and many of them have been addressed or attempted to be addressed through the APA, the second amended APA that was filed this morning at 9:45.

But that's the point. I listened to Mr. Bleck talk about costs and attacking ICI and tactics. Why was that filed at 9:45 this morning? The issues we raised were raised weeks ago in briefs. That filing this morning fundamentally was a response to an email I sent the Debtors on February 20th, fifteen days ago. We had to have a trial. We had to have multiple days in court to get to things I suggested be done over two weeks ago. Sometimes those who accuse are guilty.

THE COURT: Well, --

MR. GOLD: So let's have some balance --

THE COURT: -- Mr. Gold, --

MR. GOLD: -- and some equity.

THE COURT: -- maybe it's a little vanity on the Court's part, but I believe that that APA was amended in response to the Court's comments. It's like I said, --

MR. GOLD: Your Honor?

THE COURT: -- maybe I'm just that vain.

MR. GOLD: Your Honor? Your Honor, maybe we can have some competition, because if I showed you the February 20th email, we'd say great minds think alike.

THE COURT: Okay. All righty.

MR. GOLD: So, but the point is Your Honor's comments weren't yesterday.

So now we're in the confirmation phase. And we've previewed our issues regarding plan feasibility and the Lifespace contribution. And we had previously talked about some of our concerns regarding plan releases. And one of the things that Ms. Walker said we are going to need, whatever that final form of second amended APA is -- and I'll tell you right now, it's got typos in it. There are some section references that are wrong. There's concerns about the liquidation -- the Litigation Trust. It has to be conformed to the Litigation Trust agreement. It's going to need some work. But it's also going to need some work in your order --

THE COURT: Uh-huh.

MR. GOLD: -- to fix some of the plan release language. So that concern remains.

But we still have some additional concerns, and I'll run through them real quick.

THE COURT: Okay.

MR. GOLD: The 363(m) findings in Paragraphs 9 and 12 of the recitals are something we will be looking at.

1129(a)(1) as it relates to compliance with 365 is still on the table.

We believe there are classification and valuation issues under 1129(a)(9).

The consequences of the Debtors' dissolution, which we had previously raised, probably fixed with the second amended APA, but again, there are going to be some tweaks that are going to be necessary in other places.

Whether this Court can approve the Lifespace settlement under 9019 is still before the Court.

And how this all fits in, and we've already heard that from Mr. Bleck, the expiration of debtor-in-possession financing.

We believe when Your Honor hears the evidence, you'll find you cannot confirm this plan as proposed. But I want everyone to be clear. We're not saying you can't confirm any plan. It's this one that has the problems. Are they solvable? That

is up to the Plan Sponsors. Or perhaps other parties. But there are flaws in this plan that merit, particularly given the consequences of confirmation, a full exploration.

Thank you, Your Honor.

THE COURT: Thank you, Mr. Gold.

Mr. Williams?

MR. WILLIAMS: Thank you, Your Honor. Benton Williams on behalf of former residents: The Estate of Patricia Adams, Pamela Siviglia, and Andrew L. Adams.

I just rise to give a brief lay of the land on how several of us who are residents feel. We voted in favor of the plan. We have opted in the plan. We support confirmation. And this is nothing we haven't mentioned before, but we want to see this plan confirmed.

As an item of clarification, I would expect Mr. Johnson and the Debtors to mention this: We were concerned by a paragraph in their omnibus reply brief at ECF 1247.

THE COURT: Uh-huh.

MR. WILLIAMS: Specifically, Paragraph 99, where it says, --

THE COURT: Right.

MR. WILLIAMS: -- in order for the plan to go effective, it does not require this mandatory lump sum payment.

I was able to confer with Mr. Johnson and others, and it

didn't seem like that was an issue. We -- if that were a position, we would respectfully disagree with it. We would ask for some clarification.

Other than that, we -- you know, I simply rise to say that we support confirmation and we support this plan.

THE COURT: Thank you, Mr. Williams.

MR. WILLIAMS: Thank you.

THE COURT: Okay. Now, unless anyone else has anything else, I'll turn to Ms. Vandesteeg, and she said she have a little bit of counterpoint to the property condition issues.

MS. VANDESTEEG: Thank you, Your Honor. For the record, Elizabeth Vandesteeg on behalf of Intercity Investment Properties, Inc.

Your Honor, with respect to the roof and the tear in the roof, we also find ourselves, candidly, uncertain of how to proceed.

We did check in with Mr. Hull of Terracon, who advised us that that photograph was one of a number of representative samples of the condition. He urged us again to reach out and advise the Debtor that they should be walking the entire roof and to be looking for those tears after the debris that we had also showed pictures of was addressed.

That is where we find ourselves, Your Honor. Could we send Mr. Hull or a member of his team to go back up to try to

locate the one particular photograph, where that was? Yes. But I think even when you go back and you look at the testimony that he did provide, and I pulled it up here from that hearing on January 23rd where we talked about it, and there were reference to cuts, multiple.

So I'm not quite certain what the next step would be. Again, our suggestion was that provided by Terracon of the once you've cleared the debris, walk the roof, look for the tears and patch them.

THE COURT: Well, okay. Well, let's take a step back.

MS. VANDESTEEG: Yes, Your Honor.

THE COURT: Okay. And I realize maybe I'm the only one that has this handy, but I'm looking at the photographs.

MS. VANDESTEEG: Okay.

THE COURT: Okay? And the photograph of the debris, which was Photograph 36, was the -- and the testimony was there was some sheet metal and there was some tools left on the roof. Okay? Obviously, they found this tear without moving the debris. I'm sure Terracon wasn't cleaning up the place, right?

MS. VANDESTEEG: Correct, Your Honor.

THE COURT: Okay.

MS. VANDESTEEG: That's my -- that's certainly my understanding as well.

THE COURT: And so -- well, and I'll ask you, Ms. Green. Is it The Edgemere's position that they couldn't find this tear, or any tear? Mr. Johnson?

MR. JOHNSON: Thank you, Your Honor. I'm the one who was dealing with the company with respect to this.

THE COURT: Fair enough.

MR. JOHNSON: They walked the roof in an attempt to find this tear.

THE COURT: Okay.

MR. JOHNSON: So, and I believe the testimony, the same testimony we reviewed, you know, Mr. Hull was asked, "Did you and your team observe any tearing or cuts?" "Yes." "Did you take any photographs?" "I believe one of my members took a photograph and that instance has been shown to me." "Let's turn to 40."

That was the photograph. And in your ruling, you said, Fix the tear in Photograph 40.

So, again, Your Honor, we can go walk it again and try and find it. We didn't know if they had notes on where they took the photographs or how it worked. But the response was, well, there's cuts everywhere, so just go fix them all. And I don't think that was consistent with the testimony or the ruling. So, --

THE COURT: It was not consistent with the ruling.

MR. JOHNSON: So, but --

THE COURT: I'll confirm that.

MR. JOHNSON: But yes, Your Honor, that is exactly what they did. They went and walked the -- I believe it's two roofs, 60,000 square foot approximately, --

THE COURT: Okay.

MR. JOHNSON: -- to try and find it. And it was a tear supposedly near the perimeter. And so -- and I don't know that they saw any other tears. I didn't hear any -- they didn't come back to me and say, we found a bunch of other things.

THE COURT: Right.

MR. JOHNSON: So, again, I appreciate the fact that they took a lot of photographs and they may not have geopositioned every one to know exactly where it was taken on the roof --

THE COURT: Sure.

MR. JOHNSON: -- or anything like that. That's fine. We're just trying to -- we're just trying to do the right thing here without --

MS. VANDESTEEG: And I think that's probably part of the disconnect, Your Honor, is that the testimony was also that that's a representative sample of the photographs. Could the Terracon team -- the roof members, Mr. Hull tried to reach them, were out of town last weekend over the weekend, which further exacerbated, then, that specific individual's ability

to identify because Mr. Hull wasn't able to reach them.

THE COURT: Sure.

MR. JOHNSON: Well, Your Honor, I would say I've just -- I just read the testimony that talked about the cuts. After that, we went into talking about why a cut is bad. I don't know that there's -- you know, is this photo an accurate depiction of that observation of the torn membrane? Yes. Why are there tears? Then it went on to that. I don't think there was any testimony that this one photograph is representative of multiple tears along the building.

MS. VANDESTEEG: We can go back into the testimony and I can try to find it. I am certain that there were specific questions as to the photographs overall being representative samples of those taken.

THE COURT: Right. Well, I don't intend to rehash that particular trial. My ruling, although oral, I'm definitely sure you have a transcript of it because you guys have transcripts of everything.

MR. JOHNSON: Very quickly. Very quickly.

MS. VANDESTEEG: Yes, Your Honor.

MR. JOHNSON: Get them the same day. So, --

THE COURT: Yes. Let the record reflect a transcript is being requested right now. I'm joking.

But obviously the ruling was that, based on the evidence provided, it was to fix this tear. I'll just ask the Debtors

again to do their level best. It's obviously along the perimeter. I tried my best Penelope Garcia to try to geoposition on the roof. I cannot. And then maybe once the roofing specialists get back in town, they can look at that figure.

Obviously, I think the gentleman who took it with his pen probably knows who took it. Maybe he will remember kind of where he was on the roof.

And I do understand the greater part of ICI's argument that it is a sign of -- it's one picture of many things.

I don't believe that, based upon the Court's view of the totality of the testimony, that it was indicative of many tears on the roof. I believe it was indicative of Mr. Hull's overall position that the roof was in poor condition, primarily due to age. And I'm looking back at Photo 31, which was the view of the modified bitumen roof where he basically said anything that is dark basically is showing missing granules. And of course the Court's ruling was it's indicative of an older roof; it's not necessarily indicative of something that is not in good condition per the terms of the lease.

So, again, I'll ask the Debtors to make their best attempt to find this tear along the perimeter. I know that it is made more difficult when we do have rain because the colors on the roof tend to change.

And so, again, if Mr. Hull's team -- and I don't remember the name of the roofing specialist -- but if Mr. Hull's team member can help with that, that'd be great.

MR. JOHNSON: We'll report back, Your Honor. We do plan on submitting a certification of sorts, you know, --

THE COURT: Okay.

MR. JOHNSON: -- from the folks saying that they fixed the things that were identified when that happened.

THE COURT: Okay.

MR. JOHNSON: So hopefully we can find it with more information, but that's kind of where we are. Thank you.

THE COURT: All right. Thank you.

Thank you, Ms. Vandesteeg.

MS. VANDESTEEG: Thank you.

THE COURT: Anything. Okay. That was it?

MS. VANDESTEEG: I think that's it with respect to the property condition, Your Honor.

THE COURT: Okay.

MS. VANDESTEEG: We're not looking to retry that, either.

THE COURT: Okay. Appreciate it. Thank you.

I'll go to Ms. Walsh with respect to the motion to strike.

MS. WALSH: Thank you, Your Honor. For the record, Kaitlin Walsh on behalf of the Initial Plan Sponsors.

As this Court is well aware, we are currently in the final

phase of the trifurcated confirmation trial, the confirmation and sale hearing that commenced on February 21st. With this Court's guidance, the parties determined that the sale and the adequate assurance portion of the sale and confirmation hearing should go first. And it did, from February 21st through February 24th.

Unfortunately, it took more than anticipated, longer than anticipated, to complete the sale and adequate assurance portion of the trial, so we have adjourned the confirmation hearing until today. But the portion of the hearing that related to the sale and adequate assurance was closed on February 24th.

Consistent with the practice throughout this trifurcated process, Mr. Fields of RBC was called, he was cross-examined, the Court further examined him, and he was dismissed. And yet on Thursday, March 2nd, ICI filed a notice of a trial subpoena and a request for documents on Mr. Fields.

UMB contacted ICI and objected to service of the subpoena. ICI then backed away from the subpoena, presumably acknowledging that it was improper, and instead sought a runaround, to file a new witness and exhibit list, acting as though we are now in an entirely new hearing and adding Mr. Fields as a witness.

Your Honor, ICI cross-examined Mr. Fields on exactly the issues identified in the subpoena: the bidding process and

the diligence provided to potential bidders. ICI did not reserve rights to recall Mr. Fields for any reason. They should not get another bite at this apple.

THE COURT: Thank you, Ms. Walsh. Ms. Walker?

MS. WALKER: Adrienne Walker for Bay 9.

Your Honor, we filed a joinder. We stand on the position of UMB. Thank you.

THE COURT: Thank you. Response, Ms. Vandesteeg?

MS. VANDESTEEG: Thank you, Your Honor. For the record, Elizabeth Vandesteeg on behalf of ICI.

Your Honor, Local Rule 9014-1(c)(2) does state that at least three calendar days before the scheduled hearing date parties are supposed to submit their witness and exhibit lists.

THE COURT: Uh-huh.

MS. VANDESTEEG: As has been common practice throughout this process, Your Honor, in advance of each one of the newly-scheduled and continued hearing dates, the parties have submitted witness and exhibit lists.

So, we had concerns, given that we did have a new hearing date set to commence today and tomorrow and the 9th, with a new set of openings, Your Honor, that in the event we did not file that witness and exhibit list we may have been in some way precluded from having called witnesses and exhibits. And the majority of that witness and exhibit list is identical to

the one that we filed for the hearing, and we stated on that last witness and exhibit list for the hearing starting February 21st and continuing. So, again, following practice.

So, what was new? What was new was the addition to our witness and exhibit list of Mr. Fields. We didn't realize that Mr. Fields was a sale-only witness. He had not been identified in that form. Counsel even, in connection with the hearings that took place last week on the sale and adequate assurance issues, said that he was primarily there for sale issues.

So, much like Mr. Harshfield, who had been included, as was Mr. Fields, on the Plan Sponsors' witness and exhibit list for the sale and confirmation, Mr. Harshfield is going to be present today and was present last week. And indeed, this Court cut off some of the questioning that ICI was engaging in with Mr. Harshfield --

THE COURT: Uh-huh.

MS. VANDESTEEG: -- because we were planning on continuing him here to today. Again, no indication on the last witness and exhibit list from Plan Sponsors as to whether he was there for one or the other or for both.

So our issue here, Your Honor, is yes, we did question Mr. Fields with respect to the sale issues. However, certain of his testimony that came to light last week gave us some concerns about confirmation-related issues, as to whether

there was potentially not equitable access to information provided either to Bay 9 or to any other third-party bidders. So we were concerned, then, that we had additional questions to ask in connection with potential issues around bad faith or collusion.

Weeks ago, we had asked the Debtor for an updated form of that document, the single document that we got in connection with plan discovery. We were told no. We were then informed for the first time two Fridays ago that there was an error in it, but we hadn't been provided with any indication that that was the case.

Now, UMB did advise us when we sent out our notice of subpoena that Mr. Fields was beyond the geographical scope. We understand that. And we told UMB at the time that we would not seek to compel his physical presence because we understand the Federal Rules of Civil Procedure. But we still wanted to make it very clear that we had more questions. And more importantly, we did request additional documents, in light, again, of the testimony that came to light last Friday, where we really heard for the first time that that document was incorrect.

So if the Plan Sponsors and Mr. Fields are going to rely on those geographic limits, there's nothing we can do about it. But we let them know that we were still going to include Mr. Fields on our witness and exhibit list, mirroring the fact

that he had been on theirs. We included the notation that WebEx is available. He doesn't have to be physically present here.

And we also want to make it very clear that, again, the Rules are what they are in terms of this Court's subpoena reach, but we don't think that that testimony that we're seeking nor the documentation that we're seeking is irrelevant. We think what he has to say is very relevant when it goes toward the good-faith findings that this confirmation order is seeking to have this Court find under both 1129(a)(3) and 363(m), squarely put into issue, we believe, by Mr. Fields' testimony from last week.

We also added to our witness and exhibit list the Debtors' -- the Plan Sponsors' other witness, Mr. Estrada, just to confirm that yes, as we're going into this, to the extent that he's going to be providing testimony, we want to ask questions of him.

With respect to the exhibits that we added to the amended witness and exhibit list, because we did add a few exhibits as well, Your Honor, this again has been the typical course of practice in terms of supplementing as we go into our next phase of hearing. There were --

THE COURT: Was there any objection to the exhibits? I didn't see any objection to the exhibits.

MS. VANDESTEEG: It was a motion to strike it in its

entirety, Your Honor, so we're not quite sure, either. It wasn't limited to striking or quashing --

THE COURT: Oh, okay, the whole witness and exhibit list.

MS. VANDESTEEG: -- the subpoena as to RBC. They're seeking to strike the entire thing.

THE COURT: Are there objections to the new exhibits?

(Pause.)

THE COURT: Give them a second to look at things first.

MS. VANDESTEEG: Of course.

(Pause.)

MR. WALKER: Your Honor, from Lifespace's perspective, to the extent the question is, do we object to their admission into evidence right now?

THE COURT: No.

MR. WALKER: Okay. I just want to be clear. We're not --

THE COURT: No. No. Just --

MR. WALKER: We're not stipulating to that at this stage?

THE COURT: Just the addition of any exhibits to an exhibit list at this juncture. Not admission themselves. We're going to deal with that on the fly.

MS. VANDESTEEG: If and when.

MS. WALSH: Thank you for clarifying that. Yeah. I mean, in terms of admission, of course, we don't stipulate to admission of any of these exhibits. But in terms of being listed on the exhibit list, an amended exhibit list, UMB has no objection.

THE COURT: Okay. Thank you.

All right. Ms. Vandesteeg?

MS. VANDESTEEG: So that sounds to me, Your Honor, a little different than a motion to strike the witness and exhibit list in its entirety, but instead is an attempt to excise Mr. Fields' --

THE COURT: Mr. Fields from being called again for confirmation?

MS. VANDESTEEG: -- listing.

THE COURT: That's the way I read it. Yes.

MS. VANDESTEEG: And Your Honor, again, we think this is much ado about nothing. We think he has relevant testimony. But if he's not capable of being here, so be it. We would have loved the additional documents that we requested in a timely basis ahead of this continued hearing and ahead of this confirmation hearing this week. We don't have them. We're not going to have his testimony. And we're prepared to proceed without it, Your Honor. We just didn't want to have to agree to the striking in its entirety of our witness and exhibit list.

THE COURT: All right. So, Ms. Vandesteeg, as I understand it, what you would like to elicit from Mr. Fields is further testimony with respect to good faith, whether that be 363(m) or 1129(a)(1)?

MS. VANDESTEEG: Correct, Your Honor. However, for purposes of confirmation, it's with respect to 1129(a)(3).

THE COURT: (a)(3). Excuse me. I apologize.

MS. VANDESTEEG: Yes.

THE COURT: All right.

MS. VANDESTEEG: However, you know, at the end of the day, some of the standards and the factors that a court may consider for those two provisions may be -- may have substantial overlap.

THE COURT: Okay. Do you have any argument pursuant to 1129(a)(3) or any line of questioning that you wanted to ask Mr. Fields that is not part and parcel of that which you would ask him under 363(m)?

MS. VANDESTEEG: Your Honor, we, in the meantime, have started trying to scope that out. I believe that we do. And that is why we wanted to get the documentation and then again bring him back for that testimony, in light of, again, what we believe to be somewhat confounding testimony provided two Fridays ago.

THE COURT: Well, I understand that you found it confounding.

MS. VANDESTEEG: Yes, Your Honor.

THE COURT: What I don't understand is what Mr. Fields has to bring to the confirmation hearing. I think to the extent that you wanted to question him on 363(m), I think the time was when he was on the stand in connection with that portion of the hearing. And so my question is, what does he bring special and unique to confirmation that you wouldn't have already asked him about?

MS. VANDESTEEG: Certainly, Your Honor. And I think that the 1129(a)(3) standards are slightly different. And I apologize, as I'm pulling up some notes here a little bit on the fly right now, --

THE COURT: Okay.

MS. VANDESTEEG: -- in that certain of the issues with respect to 1129(a)(3), as opposed to 363(m), go to the integrity of the process more broadly --

THE COURT: Uh-huh.

MS. VANDESTEEG: -- and whether the plan itself was proposed and brought in good faith.

And while, yes, this sale is a part of this plan, it is not its entirety. And some of what I think started to really come to light in connection with the hearings of last week when we were talking about sale and adequate assurance issues are who was in charge of even the plan promotion process as we went along? Who was in control of the different entities?

Who was getting additional information from RBC? Did someone have unique access in terms of, then, the development of this plan overall and where we were going as we get to confirmation?

THE COURT: Who would that be? I do understand your argument. And let me not say this to where it sounds worse than it is. I understand your collusion argument, for example. Okay? So as I understand ICI's argument, the question is, well, did Bay 9 have a leg up in some way?

MS. VANDESTEEG: Correct.

THE COURT: Okay. But my question for you is, how is that ICI's problem?

MS. VANDESTEEG: I hear you, Your Honor.

THE COURT: Okay? So as I understand this, if -- let's just assume parade of horribles -- Bay 9 were to have more information than everyone else, aren't you protecting against some bidder that -- I mean, if they did get the Plante Moran report, if I believe everything that ICI has told me, the Plante Moran report would make it worse, not better. So there's no bidder that wanted to bid that didn't. We didn't have a competing bidder.

MS. VANDESTEEG: I know that we didn't, Your Honor. I know that we didn't. And I appreciate that some of this is indeed unknown to all of us, because in large part we've not gotten some of this documentation that we have now asked for

because we had no reason to believe that it may have been out there to give us more evidence. We have been told from the outset, Here is one page of what is being provided in this data room to all these potential bidders. It's the one thing that was provided to us by the Plan Sponsors in response to our plan discovery.

THE COURT: Uh-huh.

MS. VANDESTEEG: It's not until last week that we hear, oh, no, that's not true, but don't worry, we were out there telling all these people that they could come in and talk to these other people.

And we're also hearing in the background at the same time, Your Honor -- and I don't want to get too much into things that we're still working on in terms of potential closings and tying dots together -- but the other things that we heard last week in connection with assumption and assignment from Bay 9's perspective are that they are involved and they have been involved for potentially up to seven years and that they held a 23 percent interest in the underlying bonds and that at some point they were getting this information. They knew about when the default happened on the ground lease. They knew ahead of time that the bankruptcy was going to be filed. They knew ahead of time that the adversary was going to be filed. They were involved in the prior plan process. They've been involved all along, and at some time they traded their hats --

THE COURT: Uh-huh.

MS. VANDESTEEG: -- as we were coming up with this now-collective plan process going forward.

And the sale and the plan are tied together. Certain of the other feasibility issues that we're going to hear about in connection both with the sale and marketing, as well as to other feasibility issues, tied in, then, to Bay 9's financial advisors, their management, The Long Hill -- let's just use the name -- those projections going forward.

So our concern is that there may be issues here. There may have been other correspondence and communications going on from RBC.

Remember, RBC was UMB's retained professional, not the Debtors'. We never had any information here about disclosure, about any other sort of -- who else they may have been working for. We did hear from Long Hill that at some point RBC retained Long Hill. At some point, UMB retained Long Hill. At some point, Bay 9 retained Long Hill.

These are things that we think started to come to light last Friday, which is why we sent the subpoena seeking more documentation and would have loved to have had the chance to talk to Mr. Fields in connection with the confirmation process.

But, again, Your Honor, we let them know we appreciate if you're telling us that he is outside of geographical scope, we

cannot compel him.

THE COURT: Okay. Thank you, Ms. Vandesteeg.

MS. VANDESTEEG: Absolutely. Thank you.

THE COURT: Appreciate it. Mr. Johnson?

MR. JOHNSON: Thank you, Your Honor. I feel compelled to come up and address it, because it was brought up twice in the argument, discussion regarding the discovery that was propounded upon the Debtors that we responded to with one single page of information.

Your Honor will recall that there were initially 2004s proposed by ICI that were ultimately withdrawn because it wasn't the appropriate vehicle by which to get confirmation. There was a whole schedule and deadline by which they had to provide -- like, make discovery requests, and they sent certain discovery requests to the Debtor. We, of course, didn't have any information regarding Bay 9's ability to do various things under the plan or what their projections may be or anything else like that. The only document we had in our possession was a dated version of a printout from RBC, who ran the document room. So we provided that as our discovery. We did provide one document.

They came back to us, they being the Landlord's counsel, came back to us and said, please go get us an updated version of this schedule. And I said in my response, in my email, there was -- we don't control the data room. We didn't

produce the document. You know who has the document and information. That's RBC. Go to them. This is back in December, Your Honor, --

THE COURT: Uh-huh.

MR. JOHNSON: -- when we were dealing with plan discovery.

So all this coming out later that we just didn't have enough information, it all sort of surprised us. There were probably some decisions that could have been done differently or discovery that could have been handled a little bit differently back in December, and maybe they would have that information. But they couldn't get it from the Debtor, and we weren't being obstructionist, we just didn't have it.

So, but, you know, this is not really my issue, Your Honor, so I'm going to defer to the Bondholders with respect to the motion to strike, but I do think the good-faith findings, the word is good faith in both 363 and 1129, but they mean different things. One is how the sale process is run and the other is how the plan is negotiated and proposed. We did not negotiate with Dave Fields from RBC regarding any element of the plan. The plan disposes of the proceeds in a certain fashion, and there were significant negotiations between the Debtors and Lifespace, the Committee and the Bondholders regarding that. That is the good-faith nature of the plan and how it was proposed.

So I think those are the same words but two different standards, but I think Your Honor was getting to that, and I'd defer to UMB for the balance of the argument. Thank you.

THE COURT: Okay. Thank you, Mr. Johnson. Ms. Walsh?

MS. WALSH: Thank you, Your Honor. We are the Initial Plan Sponsors because it was initially our plan. Right? So, of course it was -- it makes sense that RBC was the investment banker and was involved in the sale process on behalf of UMB. There is nothing nefarious about this. And frankly, I'm perplexed by those innuendos.

THE COURT: Uh-huh.

MS. WALSH: Also, as Mr. Johnson noted, Mr. Fields has been involved in the sale from the beginning, of course, and RBC, but he had nothing to do with the plan. So there's no testimony that he would -- that he would be able to provide that relates to the plan.

And I also want to note that this idea that there was some sort of revelation during Mr. Fields' testimony regarding the Plante Moran report not being in the data room is disingenuous. On January 3rd, in response to the Initial Plan Sponsors' motion to strike ICI's initial cure claim, ICI noted that, despite the Plante Moran report being listed on that same sheet of paper that we've been speaking about, they were informed that it was not actually in the data room. And

that's Docket #988, Paragraph 9.

THE COURT: Okay.

MS. WALSH: So this is all a red herring, and I think, really, at bottom, I don't understand what this has to do with the Landlord anyway.

THE COURT: Thank you.

All righty. For purposes of the record, the Court has before it Docket 1311, which is designated as a Motion to Strike the Witness and Exhibit List. Based upon the argument today, it doesn't appear that the entirety of the witness and exhibit list is sought to be struck. Stricken. It's too late in the day to conjugate verbs. But in any event, what the Court will rule is that the Court does not feel that recalling Mr. Fields for purposes of confirmation is appropriate if Mr. Fields does not -- whether this was a motion to quash a subpoena or whether this was in line of a motion to strike, the Court does not find that Mr. Fields has the requisite touch to confirmation that he would need that, in the limited time that we have to conclude confirmation, that we would have Mr. Fields recalled.

From ICI's perspective, I am not precluding any arguments with respect to good faith, whether that be 363(m) or 1129(a)(3). For all the arguments that you've raised and for the facts and evidence that you've already adduced via your examination of Mr. Fields, the Court will allow that for

purposes of argument. But I don't believe that there is anything left to be gained from further examination of him for confirmation purposes. And if that were the case and that were the plan, I would have expected that ICI would have sought to reserve the right to recall him at the conclusion of his testimony.

So that will be the Court's ruling with respect to the motion to strike. And I'll look for the Plan Sponsors, if you could get me a real simple form of order on that.

Okay. So, as I understand it from ICI's perspective, and please correct me if I'm wrong, you are willing to forego a fulsome opening today with respect to confirmation?

MR. GOLD: You've heard it.

THE COURT: Okay. Well, good. I think that's all to the good in terms of kind of staying on track. And obviously I'll give everyone time for very fulsome closings.

So, with that, are we ready to call our first witness?

MS. GREEN: Before we call our first witness, I'd like to move to admit the Plan Sponsors' exhibits. The only exhibit that's been admitted so far is Exhibit 20, the declaration of Dave Fields.

THE COURT: Okay.

MS. GREEN: And it would hopefully be more efficient to just knock them out in one fell swoop.

THE COURT: All right. Let's everyone get them in

front of them so that -- so I think I have now, with the new exhibits, I have 1 through 30. Are there any ones that I don't have in front of me?

MS. GREEN: That's correct.

THE COURT: Okay.

MS. GREEN: 1 through 30.

THE COURT: So, ICI, let me know when you're ready.

MS. VANDESTEEG: Ready, Your Honor.

THE COURT: All righty. Ms. Green?

MS. GREEN: So, Your Honor, we filed our amended witness and exhibit list because we had additional filings, --

THE COURT: Uh-huh.

MS. GREEN: -- Exhibits 1 through 30. I don't believe any of these are going to be objectionable, given that they're filings on the docket.

THE COURT: Okay.

MS. GREEN: So, --

THE COURT: All right. Give Ms. Vandesteeg a moment.

MS. VANDESTEEG: Are we -- are we referring to the second amended witness and exhibit list as --

MS. GREEN: Correct.

MS. VANDESTEEG: -- Docket 1318?

MS. GREEN: Yes.

MS. VANDESTEEG: Thank you.

(Pause.)

THE COURT: I'm just waiting for ICI to --

MS. GREEN: Okay. Well, while we wait for ICI, --

THE COURT: Okay.

MS. GREEN: -- another request.

THE COURT: All righty.

MS. GREEN: I'd like the Court to take judicial notice of a publication affidavit with respect to the bar date notice --

THE COURT: Okay.

MS. GREEN: -- at Docket #427.

MS. VANDESTEEG: Counselor? Is that Ms. Green? Before you move on to that certificate, can you remind me, which of the collective on second amended witness and exhibit list at Docket 1318 were you looking to admit in the first instance?

THE COURT: 1 through 30, right?

MS. GREEN: 1 through 30, with the exception of 20, which has already been admitted.

MS. VANDESTEEG: Okay.

(Pause.)

MS. VANDESTEEG: Your Honor, in the first instance, no objections to Exhibits 1 through 12, which are all on the docket. Give me one moment to check the others.

THE COURT: All righty. For sake of the record, Plan Sponsors' Exhibits 1 through 12 are hereby admitted. And I

believe, I want to confirm that those can be found at Docket 1220. Yes.

(Plan Sponsors' Exhibits 1 through 12 are received into evidence.)

MS. GREEN: If it's helpful, Ms. Vandesteeg, Exhibits 13 through 17 are attachments to the filing that is Exhibit 12.

THE COURT: And for sake of the record, the Court will confirm that Exhibits 1 through 12 are all found at Docket 1220.

MS. VANDESTEEG: No objection, then, to those exhibits, Debtors' Exhibits -- sorry, Plan Sponsors' Exhibits 13 through 17.

THE COURT: Okay. Plan Sponsors' Exhibits 13 through 17, also found at Docket 1220, are hereby admitted.

(Plan Sponsors' Exhibits 13 through 17 are received into evidence.)

MS. VANDESTEEG: Your Honor, no objection, ICI has no objection to any of the remaining exhibits through Plan Sponsors' Exhibit 30. Thank you.

THE COURT: Okay. Excellent.

MS. GREEN: Thank you.

THE COURT: All right. Plan Sponsors Exhibits 18 through 30 are also hereby admitted. Exhibit 18 can be found at Exhibit 1220. And the remainder, I'm not sure about the

remainder of 19 through 30.

(Plan Sponsors' Exhibits 18 through 30 are received into evidence.)

THE COURT: Ms. Green, I'll ask you to make a note, and if those haven't already been uploaded to the docket, to do so, so that we can have those for the record.

MS. GREEN: I apologize profusely. I was listening to the wrong person. Can you please repeat yourself?

(Laughter.)

A VOICE: Well played.

MR. JOHNSON: It's the perfect time to get away with that --

THE COURT: Have to go back to the Carly Simon song there for a minute.

Okay. With respect to Plan Sponsors' Exhibits 19 through 30, at quick glance I can't find those on the docket, the physical exhibits. So if you could just make sure that those are on the docket so --

MS. GREEN: Absolutely. Thank you.

THE COURT: -- that we have it. I appreciate that. All right. So Plan Sponsors' Exhibits 1 through 30, again, are hereby admitted.

And you asked the Court to take judicial notice of Docket 427, and I think Ms. Vandesteeg wanted to take a look at that.

MS. GREEN: Sure. It is a publication affidavit with

respect to the bar date notice.

(Pause.)

MS. VANDESTEEG: No objection, Your Honor. Thank you.

THE COURT: Thank you very much, Ms. Vandesteeg.

(Counsel confer.)

MS. GREEN: Okay. Thank you, Your Honor.

THE COURT: Okay.

MS. GREEN: I think we are ready to call our first witness. Mr. Johnson will take care of that.

THE COURT: Okay. Thank you, Ms. Green.

And so, for sake of the record, without opposition, the Court will take judicial notice of Docket 427 from this Court's docket, and that's the publication of the bar date notice. Thank you.

MR. JOHNSON: I just wanted to confirm, Your Honor. I believe all the other parties have waived openings.

THE COURT: Yes. I take that to be the case. And so, again, the Court will give fulsome time for closing arguments, but it's probably good that we can get through as many witnesses as we can today.

MR. JOHNSON: Thank you, Your Honor. As Ms. Green had previewed, I believe that the case-in-chief on the Debtors' side, and the Plan Proponents' side, rather, is two witnesses, Nick Harshfield and Andres Estrada from KCC. Your

Honor, Mr. Harshfield is available on WebEx. He is -- I understand he is dialed in and present with us today. There has been an agreement to submit his testimony by declaration. The declaration was filed at Docket #1243. It is the very standard 1129 declaration, just dealing with the 1129 issues. Doesn't address any particular objections. But as we clarified, everybody clarified in the hearing, that when we do this it is also subject to additional direct. And so I believe that the plan would be, once his declaration gets admitted, then counsel for Lifespace would like to take some direct of Mr. Harshfield, and then open him up to cross from the various parties.

THE COURT: Okay. Thank you very much, Mr. Johnson.

Is there any objection to the Court admitting the declaration that is filed at Docket 1243 as a portion of Mr. Harshfield's direct testimony? Mr. Gold?

MR. GOLD: If I may, Your Honor?

THE COURT: Of course.

MR. GOLD: We have no objection, but we have individual objections to some paragraphs simply as being conclusory. We can address those however the Court wishes. I think some are self-evident. Whether that's done through cross, whether that's done through objections after the testimony, however you want to proceed.

You know, I would say at this point it's admitted subject

to some specific objections about a few paragraphs. I don't think -- we'll need some foundation probably from him in terms of his personal knowledge or what sources he's relying on. Some of them are noncontroversial. Some perhaps more so.

THE COURT: Okay. Thank you, Mr. Gold.

Mr. Johnson?

MR. JOHNSON: Your Honor, we have no objection. That's what cross and redirect are for, I think, so we're happy to -- and we intend to make him available, obviously, for that. So I think if his declaration could be admitted, subject to cross-examination and objections after the fact, we're fine with that.

THE COURT: Okay. I think that that is probably the most efficient way to go.

So the Court will admit the declaration of Nick Harshfield that's found at Docket 1243 as a portion of Mr. Harshfield's direct testimony for sake of the record. And any objections essentially to whether these are conclusions by the witness are hereby reserved on behalf of ICI.

MR. JOHNSON: Thank you, Your Honor. I think Mr. Harshfield is available on WebEx if you want to call him to the virtual podium.

THE COURT: All right. Mr. Harshfield, can you say "Testing, testing" so that you'll appear on the screen?

MR. HARSHFIELD: Testing, testing, Your Honor.

THE COURT: Good afternoon.

MR. HARSHFIELD: Good afternoon.

THE COURT: All right. Mr. Harshfield, I'll go ahead and swear you in. If you could raise your right hand for me.

(The witness is sworn.)

THE COURT: All righty. Thank you very much. And just in terms of housekeeping, if you could state your name for the record.

THE WITNESS: Nick Harshfield.

THE COURT: All right. And as you may have heard, Mr. Harshfield, we just had an the opportunity to admit a declaration that was filed on February 17th at Docket 1243 of the docket. Did you have an opportunity to review that declaration before you signed it?

THE WITNESS: Yes, Your Honor.

THE COURT: Okay. And if called to testify upon direct, would it be your direct testimony?

THE WITNESS: Yes.

THE COURT: Okay. Thank you very much.

So, with that, the foundation will be laid to the extent there's any objections to the declaration in cross. So, thank you very much, Mr. Harshfield.

Please. Mr. Walker?

MR. WALKER: Thank you, Your Honor. For the record, Eric Walker on behalf of Lifespace Communities.

NICK HARSHFIELD, PLAN PROPONENTS' WITNESS, SWORN

DIRECT EXAMINATION

BY MR. WALKER:

Q Good afternoon, Mr. Harshfield.

A Good afternoon.

Q Thank you for being with us again today. In addition to your position at Edgemere, you hold a position at Lifespace Communities, Inc., correct?

A That is correct.

Q What position is that?

A Chief financial officer.

Q How -- when did you first start working at Lifespace?

A June of 2020.

Q And have you been the chief financial officer the entire time?

A Yes.

Q Have you held any other positions at Lifespace?

A I have not.

Q Can you generally describe for the Court what the business of Lifespace Communities, Inc. is?

A Lifespace Communities, Inc. is the owner or sole member of 18 communities in seven states, retirement communities in seven states.

Q Is Lifespace a for-profit or a non-for-profit organization?

A Not-for-profit. 501(c)(3) designation.

Q Thank you. What is Lifespace's relationship to Edgemere?

A Lifespace is the sole member of Northwest Housing -- Senior Housing Corporation.

Q So Northwest Senior Housing Corporation is the Debtor in this case, correct?

A Correct.

Q And it goes by the name of Edgemere, right?

A That's correct.

Q So when we're talking about Northwest Senior Housing Corporation and Edgemere, you understand we're talking about the same entity, correct?

A Yes. Yes.

Q When did Lifespace become the sole member of Edgemere?

A June of 2019.

Q So that was before you joined Lifespace?

A Correct.

Q So did you have any involvement in Lifespace's affiliation with Edgemere back in 2019?

A I did not.

Q In addition to Lifespace's membership interest in Edgemere, does Lifespace own membership interests in any other entities that own senior living communities?

A Yes.

Q Approximately how many?

A Seven other communities.

Q Seven of those 18 communities that you testified about earlier?

A Correct.

Q Now, does Lifespace itself directly own any senior living communities?

A Yes. Ten.

Q So, the balance of the communities that you testified about earlier?

A Correct.

Q Mr. Harshfield, can you generally describe your job responsibilities as the CFO of Lifespace?

A I'm responsible for oversight of the financial operations and capital structure of Lifespace.

Q Mr. Harshfield, as the CFO, are you also responsible for all of the debt financings of Lifespace?

A Yes.

Q Are you responsible for the bond financings of Lifespace?

A Yes.

Q Okay. I'd like to ask you a few questions now about the financial health of Lifespace. Starting, how would you generally describe the financial health of Lifespace?

A I would say Lifespace is a strong -- financially strong organization.

Q What is the approximate current value of Lifespace's

assets, in total?

A Approximately $1.7 billion.

Q That was billion with a B?

A Yes.

Q Okay. Do you know what the current credit rating is for Lifespace?

A BBB by Fitch.

Q What does triple -- what does a BBB credit rating mean to you?

A It's an investment-grade credit rating.

Q What do you mean about -- what do you understand investment-grade credit rating to mean?

A It is considered the top tier of credit ratings and investors can have confidence in investing in -- specifically with Lifespace and the bond issuances that Lifespace does from time to time.

Q Do you know when the last time Fitch affirmed Lifespace's BBB investment-grade credit rating?

A September of '22.

Q So, September of last year, about, what is that, five months ago now? Is that right?

A Yes. Correct.

Q So that was several months after Edgemere filed its Chapter 11 bankruptcy petition back in April of 2022; is that right?

A That's correct.

Q Mr. Harshfield, can you --

THE COURT: Just one moment.

MR. WALKER: Of course.

THE CLERK: I've got it.

THE COURT: You've got it? Thank you. All righty.

MR. WALKER: Mr. Harshfield, can you just saying "Testing" real quick so we can get you back on the screen for the Court?

THE WITNESS: Yes. Testing, testing.

MR. WALKER: There we go.

THE COURT: Thank you.

BY MR. WALKER:

Q So, Mr. Harshfield, could you give the Court a sense of the amount of unrestricted cash and liquid securities that Lifespace currently has on its balance sheet?

A Approximately $188 million.

Q $188 million? Okay. Thank you.

Mr. Harshfield, I'd now like to ask you a few questions about the Chapter 11 plan that is up for confirmation this week, as well as the Lifespace settlement and contribution agreement that is an aspect of that plan.

Mr. Harshfield, you're generally familiar with the Chapter 11 plan that's been proposed in this case?

A Yes, I am.

Q Are you familiar with Lifespace's contribution under that plan for the Bond Trustee?

A Yes.

Q And could you describe your understanding of that for the Court, please?

A For the Bond Trustee, approximately $16.5 million is to be contributed at the effective date.

Q And that contribution is from Lifespace to the Bond Trustee under the plan as a recovery for Bondholders?

A Correct.

Q When is that contribution due to be funded under the plan, if this Court confirms the plan?

A My understanding is at effective date.

Q On the effective date of the plan?

A Yes.

Q Thank you. Mr. Harshfield, are you also familiar with the settlement and contribution agreement that has been entered into by Edgemere, the Creditors' Committee, and Lifespace in this case?

A Yes, I am. Yes, I am.

Q Did Lifespace agree to contribute any additional funds under that settlement agreement?

A Yes.

Q Do you know approximately how much?

A Approximately $145 million over 18 years.

Q Thank you. And to which entity is that Lifespace contribution or that Lifespace funding to be made under the settlement agreement and the plan?

A To a third-party trust specifically for purposes of the resident entrance fee refunds.

Q Okay. So, for further questioning today, I'm going to refer to that as the "Residents Trust," which many of us have referred to it --

A Okay.

Q -- throughout this case. So when I say Residents Trust, you'll understand I'm talking about that trust that you just described?

A Yes.

Q And how, to the best of your understanding, how is the funding that Lifespace makes under the settlement agreement to that Residents Trust, how is that structured to be made?

A So, over time, there will be a combination of subordinated debt issuances as well as excess cash flow from operations.

Q Okay. Is that how you anticipate that funding -- that contribution will be funded by Lifespace?

A Yes.

Q Okay. And my question is a little different, which is what's your understanding of how the payment from Lifespace to the Residents Trust will be made, as structured under the settlement agreement?

A Are you referring to the payment plan that's part of the settlement agreement?

Q I am.

A Okay. Yes. So, there is a stated annual payment -- well, there's a -- there is a contribution to the Resident Trust at the effective date, and then there's annual contributions thereafter that are explicitly stated as part of the settlement agreement.

Q And is that, the payment schedule that you referred to, is that an actual schedule that's amended as an exhibit or an attachment to that settlement agreement?

A Correct.

Q And you've reviewed that and you're generally familiar with that, correct?

A Yes.

Q So there is an effective-date payment that is made by Lifespace to the Residents Trust, right?

A Right.

Q And then there are subsequent annual payments that are to be made over I think you said 18 years; is that right?

A That is correct.

Q What's your understanding, Mr. Harshfield, of the purpose of the contributions that Lifespace is making or has agreed to make to the Residents Trust under the settlement agreement? What's the purpose of those funds?

A So, my understanding is three main purposes. One is to provide refunds of -- entrance fee refunds to residents. And a second is to allow residents to actually use the refunds to help subsidize their life care benefit as if their life care benefit was still in place. And then a third is to cover the administrative costs of the trust.

Q Thank you. Mr. Harshfield, why is Lifespace making such a significant contribution for the benefit of residents of The Edgemere community that will be sold to a third party, will effectively be divested of the Lifespace portfolio? Why is Lifespace agreeing to make such an extraordinary contribution under this agreement?

A So, it always is our intent, is to look out for the best interests of our residents. But in this situation, the -- the structure, particularly with the land lease, was a very extraordinary concern from the standpoint of essentially like Edgemere is not able to continue as a life care community. With a terminable lease that's nonrenewable, it simply cannot continue as, you know, effectively as a life care community.

So, essentially, with such an extraordinary problem to solve, Lifespace decided to come up with an extraordinary solution, and the solution was to provide this funding to support the residents in their -- their expected entrance fee refunds.

Q Thank you. Does Lifespace -- the 17 other communities

that Lifespace owns, either directly or indirectly through affiliates, are any of them subject to a land lease like The Edgemere?

A Oh, no.

Q Mr. Harshfield, is Lifespace receiving anything in exchange for its agreement to fund this Residents Trust under the plan?

A Yeah. The release. Releases of any future claims.

Q Would Lifespace have agreed to make these contributions without the benefit of these releases under the plan?

A No.

Q Mr. Harshfield, does Lifespace intend to comply with the terms of the plan and the settlement agreement that it's entered into?

A Oh, yes.

Q Mr. Harshfield, do you know if Edgemere residents were entitled to vote on this plan that's before the Court for confirmation?

A Yes, they were.

Q Do you know how that vote turned out, the resident vote?

A Yeah. My understanding is that all the residents with potential refunds voted -- they all voted, it was unanimous, for the plan.

Q They all voted unanimously to support the plan? Is that what I heard?

A That's my understanding, yes.

Q Thank you. Do you know if any Edgemere residents that are entitled to an entrance fee refund elected to opt out of the releases that are proposed under the plan?

A My understanding is that no one opted out.

Q Okay. Mr. Harshfield, I want to ask you a few questions now on the funding for the Lifespace settlement and contribution agreement that we've touched on a little bit. Just to revisit some of your early testimony, remind me the amount of the initial contribution Lifespace has agreed to contribute to the Bond Trustee on the effective date of the plan.

A $16.5 million.

Q Okay. And remind me again, what's the amount of the initial contribution Lifespace has agreed to fund into the Residents Trust on the effective date of the plan?

A Approximately $52 million.

Q Okay. So I think it's a little over $52 million, just under $52.5 million. Does that sound right to you?

A Yes, it does.

Q In fairness, I did ask for an approximation, so I think you answered the question correctly.

So, by my math, the $16-1/2 million plus the $52-1/2 million, that's approximately $69 million that Lifespace has agreed to fund on the effective date of the plan. Does that

sound right to you? Is that consistent with your understanding?

A Yes, it is.

Q How does Lifespace intend to fund that initial contribution of approximately $69 million?

A So, the initial funding, we are -- expect to fund that with subordinated -- with a subordinated debt issuance.

Q Okay. Let me ask you this. What's your understanding of when the effective date of the plan will occur, should the Court confirm the plan relatively soon?

A My understanding is at the end of April, maybe early part of May.

Q Okay. So I think you just testified that Lifespace intends to fund that initial $69 million contribution through the issuance of subordinated debt. Do I have that right? Did I remember that correctly?

A That is correct.

Q Okay. Does Lifespace have sufficient unrestricted cash and liquid securities on its balance sheet to fund the entire amount of that initial contribution?

A Yes.

Q And do you expect that Lifespace will have sufficient unrestricted cash and liquid securities to fund that approximately $69 million initial contribution when the effective date occurs at the end of April, maybe early May?

A Yes.
Q And I think you testified earlier, Lifespace has approximately $188 million of cash, unrestricted cash and liquid securities on its balance sheet; is that right?
A That is correct.
Q So, if Lifespace has all of this cash and liquid securities on its balance sheet, why does it intend to fund that initial contribution through a subordinated debt issuance?
A Simply to optimize the capital structure of the organization.
Q Okay. Thank you. Is Lifespace working with any advisors to help it issue this subordinated debt before the effective date?
A Yes. We're working with HJ Sims and Goldman Sachs.
Q Okay. I think most of us are familiar with Goldman Sachs, but -- and some of us may be familiar with HJ Sims, but they're a little more of a specialty adviser. Can you explain for the Court who HJ Sims is and what they do?
A Sure. They are an investment banker, primarily in the education and senior living space. They do a lot of investment banking relative to tax-exempt bond issuances.
Q So when you say tax-exempt bond issuances, would that be for like nonprofit entities like Lifespace?
A Correct.

Q Okay. Approximately when did Lifespace begin the process of working with these advisers to issue the subordinated debt financing?

A We began discussions several months ago.

Q Is that process still ongoing?

A Oh, yes.

Q When do you expect to obtain the subordinated debt financing? When do you expect to close on it?

A We expect -- yeah. We expect closing to occur mid-April.

Q Mid-April of this year, right? 2023?

A Yes.

Q Have any of your advisors, Mr. Harshfield, either HJ Sims or Goldman Sachs, expressed any concerns to you about Lifespace's ability to close on the proposed subordinated debt financing prior to the effective date at the end of April?

A No. They continue to have confidence that we will be able to close.

Q How about you personally, Mr. Harshfield, as the CFO of Lifespace? Do you have any concerns about Lifespace's ability to close this subordinated debt issuance before the effective date at the end of April?

A I do not.

Q Mr. Harshfield, are you aware that Fitch has placed Lifespace on a negative rating watch?

A Yes, I am.

Q Can you help explain for the Court what that means? What's a negative rating watch?

A So, it is a -- it's a condition of which Fitch is waiting to see and understand the outcome of the financing, the subordinated debt financing, as well as the final settlement, and outcome of The Edgemere reorganization. And at that point they will issue a final -- final report on Lifespace's credit rating.

Q Okay. Has Lifespace [sic] actually changed Lifespace's credit rating as we sit here today?

A No. Fitch has not changed the credit rating.

Q So Fitch is still rating Lifespace as investment-grade BBB. Correct?

A Correct. That's correct.

Q Do you expect, Mr. Harshfield, that this Fitch rating watch will have any impact on Lifespace's ability to close this subordinated debt financing?

A I do not.

Q Have the investment bankers, Goldman Sachs and HJ Sims, that you're working with that are leading this subordinated debt offering for Lifespace, have they expressed any concerns to you regarding this rating watch by Fitch?

A They have not.

Q Mr. Harshfield, even if Lifespace was unable to secure the subordinated debt financing, does Lifespace have sufficient

cash and liquid securities to fund the full $69 million payments that are due on the effective date under the proposed plan and the settlement agreement?

A Yes.

Q Would that trigger any defaults under Lifespace's other bond documents or other financings?

A No. My understanding is no.

Q So we've talked a lot about that initial contribution that would be due on the effective date of the plan, should the Court confirm the plan and approve that settlement agreement. But generally speaking, do you understand what the amount of those future annual payments are that are due under the settlement agreement?

A Yes, I do.

Q And can you -- I know it's attached as an exhibit, so the Court has those specific amounts, but just for the benefit of the confirmation hearing today, can you generally describe your understanding of kind of the amount of those annual payments moving forward?

A Yes. I think the first annual payment after the initial contribution is approximately $11 million, and then over the course of time, you know, in year three or four, it goes down to $8 or $9 million, and then eventually it goes down to less than a million on an annual basis.

Q At the present time, Mr. Harshfield, how does Lifespace

intend to fund those future -- or finance or fund those future contributions, annual contributions that you just talked about?

A Generally expect to fund those with excess cash flow from operations.

Q And Mr. Harshfield, does Lifespace have enough unrestricted cash and liquid securities to fund all of those payments?

A Yes.

Q Do you have any concern, as the CFO of Lifespace, about Lifespace's ability to fund those future payments?

A I do not.

Q Thank you, Mr. Harshfield. I think that's all the questions I have for you on direct.

THE COURT: Thank you very much, Mr. Walker.

I'll allow, whether it's the Plan Sponsors or the Debtors, if you have any further questions for Mr. Harshfield, or even the Committee, of course, before I turn to ICI.

MR. JOHNSON: Nothing further from the Plan Proponents, Your Honor.

THE COURT: Okay. Thank you very much.

MS. WALSH: Nothing from us, Your Honor.

THE COURT: Okay. Thank you. Mr. McCartin?

MR. MCCARTIN: Just a few questions, Your Honor, if I may.

CROSS-EXAMINATION

BY MR. MCCARTIN:

Q Good morning, Mr. Harshfield. Or good afternoon, Mr. Harshfield. Steve McCartin on behalf of the Committee. I just had one or two clarifications with regard to your declaration. Do you have a copy of that in front of you?

A I do.

Q I'd like to turn your attention to Paragraph 26 of your declaration.

A Okay.

Q I'll paraphrase Paragraph 26 as your testimony that it is your understanding that the Litigation Trustee will be vested with authority to enforce all rights to commence and pursue any and all causes of action of the Debtors that are otherwise expressly released in the plan.

Paraphrasing that, I read that to basically say that you believe all causes of action that are not settled by the estates will be transferred to the Litigation Trust; is that fair?

A That is my understanding.

Q Just for the record, now, that would not include the rights under the settlement agreement between Lifespace and the Debtors? Those -- any causes of action under the settlement agreement with Lifespace are being transferred to the Residents Trust, not the Liquidating Trust, correct?

A Yes. That'd be my understanding as well.

Q Okay. And so would you modify your testimony with regard to Paragraph 26 to exclude causes of action arising under the Lifespace settlement which will be transferred to the Residents Trust?

A Yes.

Q Okay. Thank you. And then if I can turn your attention to Paragraph 37 of your declaration. And, again, I know you're not a lawyer and I'm not trying to trip you up with these questions, but I think it's important for the record. I think Paragraph 37 of your testimony basically provides that it is your understanding that the plan provides for payment in full of all allowed administrative expense claims and -- is that correct, what you think --

A Yes.

Q -- Paragraph 37 says?

A Yes. Yes.

Q I will represent to you that Paragraph 2.2 of the plan attempts to put a cap on estate professional fees, which would be administrative expenses, at $1.5 million. Are you familiar at all with that cap?

A I am familiar with that, yes.

Q So when you read -- when you're thinking of a cap, then Paragraph 37 that appears to say it's your understanding that the plan provides for the payment of all administrative

expense claims, allowed administrative expense claims, that's not technically correct, is it? In other words, --

A Um, you know, --

Q Let me rephrase that. Wouldn't it be more accurate to say in your Paragraph 37 that the plan provides for the payment of all allowed administrative expense claims other than allowed administrative expense claims of professionals of the estate, which are capped at $1.5 million? Isn't that a more accurate statement?

A You know, I don't know that I can answer that on the spot, Mr. McCartin. My understanding is that the sale proceeds are sufficient to cover all allowed claims or allowed administrative claims. So, to answer your question on the spot, I'm not prepared to do that.

Q Okay. But when you -- when you're swearing in testimony to Paragraph 37, you didn't really factor in the cap of 2.2; is that --

MR. JOHNSON: Objection, Your Honor.

MR. MCCARTIN: Or did you?

MR. JOHNSON: Objection, Your Honor. I think this is calling for legal speculation that counsel is asking him if it includes allowed claims or allowed claims over the cap. I think the testimony was that the fees that would be approved by the Court would be allowed, and whatever those fees are, whether there's a cap on them or not, would be -- it's a legal

analysis of what I guess the term "allowed" would mean in the context of a cap, and I don't know that Mr. Harshfield can answer that.

MR. MCCARTIN: I would disagree with what he just said. I think the Court can allow administrative expense claims at -- in any amount it determines that it wants to, but the plan restricts the payment of those allowed claims to $1.5 million.

So I know we're getting into some legalese, but I didn't want the record to proceed without cross-examination. It seems like the Debtors' witness is saying all allowed administrative expense claims are being paid, to the best of his understanding, and I want to point out for the record that that's not what the plan says.

THE COURT: Well, I'm going to sustain the objection to this point, Mr. McCartin. A couple times when you were asking him what it said, I think you inserted some words.

MR. MCCARTIN: Uh-huh.

THE COURT: You said does it allow for the payment of administrative claims in full. You're saying does it provide for the payment of all allowed administrative expense claims. I mean, your objection is preserved, and I understand your objection very well. I'm just not sure that you can get much more out of it from this witness. I guess there is a bit of a chicken and an egg: Does the plan do it or is there not

sufficient proceeds and things of that nature? But I understand your objection. I'm just not sure you're getting anywhere with this particular witness on that.

MR. MCCARTIN: Right. That's all I needed, Your Honor, is to preserve that for the record.

THE COURT: Okay. Thank you, Mr. McCartin.

MR. MCCARTIN: Thank you. Thank you, Mr. Harshfield.

THE COURT: All righty.

THE WITNESS: Thank you.

THE COURT: Are we prepared to go to cross-examination at this point? From ICI?

MR. GOLD: Perhaps after a quick break and a quick question for the witness regarding his access to exhibits.

THE COURT: Okay. So, Mr. Harshfield -- what exhibits are you going to be calling upon so we can -- just in case we need to get something sent to him over the break. Or will you be pulling them up on the screen? We have lots of choices here.

MR. GOLD: Well, that may beg the question, Your Honor.

THE COURT: Uh-huh.

MR. GOLD: Mr. Harshfield, you may recall from your testimony in court we had a whole bunch of exhibit binders spread all over the place, and I assume, going out on a limb, I'm assuming, your hotel room, you don't have all those

exhibit binders with you.

THE COURT: That's a lot of baggage fees.

THE WITNESS: I in fact have -- I in fact have a very large box that was sent to me.

MR. GOLD: Excellent.

THE WITNESS: So, I may be able --

MR. GOLD: Okay.

THE WITNESS: I may be able to find what you're asking for, but I wouldn't guarantee it, but I'll do my best.

MR. GOLD: Okay. Well, if you have a big box, we'll operate on that basis, and we'll use a screen backup, if that's okay with the Court.

THE COURT: Fair enough.

MR. GOLD: And that's -- thank you for that answer. If we could just take maybe a ten-minute recess and --

THE COURT: Okay.

MR. GOLD: -- dive right now.

THE COURT: So, Mr. Gold, Mr. Williams has arisen.

MR. GOLD: Oh, certainly.

THE COURT: But yes, I'll give you a ten-minute recess --

MR. GOLD: Oh.

THE COURT: -- before ICI's cross-examination. Thank you, Mr. Gold.

Mr. Williams?

MR. WILLIAMS: Thank you, Your Honor. Just one quick question.

CROSS-EXAMINATION

BY MR. WILLIAMS:

Q Mr. Harshfield, good afternoon. My name is Benton Williams. I represent several former residents. And we have voted in favor of the plan and support the plan and support confirmation.

I had a quick question for you, if you could answer it for me. You mentioned earlier there's $188 million, roughly, in unrestricted cash reserves. Did I hear that right, or can you correct me if I'm wrong?

A Correct.

Q And will Lifespace --

A That is correct.

Q I apologize. Thank you. Will Lifespace make the effective-date payments on the effective date with its cash reserves regardless of whether the bonds close in mid-April?

A Yes. The commitment is to make the payments on the effective date.

Q Regardless of whether the bonds close?

A Yes.

Q Thank you. Thank you very much.

MR. WILLIAMS: Thank you, Your Honor.

THE COURT: Thank you, Mr. Williams.

Again, anyone else have any cross-examination of the witness other than ICI before we break?

MR. WALKER: I guess I should have done this earlier, Your Honor, but I obviously reserve for redirect.

THE COURT: Of course.

MR. WALKER: I may have a follow-up question or two, depending on how the cross goes.

THE COURT: Yes.

MR. WALKER: But I wanted to make that clear for the record.

THE COURT: Yes.

MR. WALKER: Thank you.

THE COURT: You'll have that opportunity.

MR. WALKER: Thank you.

THE COURT: And given this is a little out of the ordinary, I'll give you and the Debtors and Plan Sponsors the opportunity for redirect. But anything further before I get to ICI?

Okay. It is 3:55-ish, so we'll return at 4:05.

MR. GOLD: Thank you, Your Honor.

THE CLERK: All rise.

(A recess ensued from 3:54 p.m. until 4:12 p.m.)

THE CLERK: All rise.

THE COURT: Please. Be seated. We're going to go back on the record in Case No. 22-30659. When we last took a

break, Mr. Harshfield was in the midst of testimony. So I'll remind you, sir, that you're still under oath. And if you can say, "Testing, testing" to appear back on the screen. Mr. Gold?

THE WITNESS: Testing, testing.

MR. GOLD: Perhaps a little louder, Mr. Harshfield. You're not all the way up.

THE WITNESS: Yes. Testing, testing, testing.

MR. GOLD: There we go.

THE COURT: Thank you, Mr. Harshfield.

MR. GOLD: Thank you, sir. And you still have your box?

THE WITNESS: It's right here next to me.

MR. GOLD: Okay. Thank you. Again --

If I may, Your Honor?

THE COURT: Please.

MR. GOLD: Okay.

CROSS-EXAMINATION

BY MR. GOLD:

Q Again, good afternoon, Mr. Harshfield. Ivan Gold of Allen Matkins, co-counsel for ICI.

You had told Mr. Walker in your testimony a few moments ago that the primary source of funding of the Residents Trust is through a subordinated bond issuance. Is that correct?

A Primary source of funding for the initial contribution to

the trust, yes.

Q Yes. The $53 million and change?

A Yes.

Q And the --

A That's our -- that's our plan.

Q Okay. And the $16-1/2 million directly to the Bondholders is also through that same debt offering?

A Correct.

Q Okay. And you said that the cash on hand is your, for lack of a better term, backup plan?

A Correct.

Q Now, you refer to that cash on hand as unrestricted. I believe you used the number $188 million. Is that correct?

A Yes.

Q How much of that --

A Yes.

Q How much of that $188 million, sir, represents entrance fee deposits on other properties?

A Oh, my goodness. I mean, that's -- not sure that's a relevant question from a standpoint of required reserves for entrance fee deposits.

Q Well, what are your required reserves for entrance fee deposits?

A So, it depends on the state. So, Florida, we do have some minimum liquidity reserves. But other states -- also other

states we don't. So it's a fairly complicated question.

Q Well, what's the aggregate?

A As far as--?

Q Across the seven states. What's the minimum liquidity you're supposed to maintain for refund of entrance fee deposits?

A So, most of -- or, a significant portion of our entrance fees -- contracts in Florida are actually traditional contracts, which they don't have refunds. And then others are. So, again, it'd be difficult for me to answer that question on the spot.

Q It's not shown on your balance sheet?

A Well, there's certainly contingent liability on the balance sheet.

Q And what's that contingent liability?

A I'd have to look at -- to give you an approximate number. Just --

Q What would you look at to find that approximate number?

A I would look at our EMMA filings that we use for the Obligated Group.

Q Okay. Well, let's talk about the Obligated Group. Or --

A Sure.

Q -- my favorite definition in the whole case, the OG. Who is the Obligated Group?

A The Obligated Group is a collection of ten communities

that are collectively combined together to support the credit of the bond issuances.

Q Okay. So the OG is a subset of the 18 Lifespace Communities; is that correct?

A Yes. Actually, I'm sorry, it's 11 communities, not 10.

Q Okay. So these 11 communities, that didn't include The Edgemere, did it?

A It does not, no.

Q Okay. So, when you say it's the balance sheet of the Obligated Group, it's not the balance sheet of Lifespace Communities, Inc., correct? You said you were looking for the --

A Correct.

Q -- entrance fee deposits.

A Yes.

Q Okay. And do you have that handy in one of your binders that you could give me a quick estimate? Or where --

A Uh, I could --

Q Or where else would you look?

A I could look at our most recent EMMA filing to give you a number.

Q Okay. Can you do that?

A Sure.

MR. WALKER: Your Honor, I'd just interpose an objection here. If there is an exhibit that Mr. Gold would

like to direct the witness to to ask a question, I think that's legitimate. But I'm not sure -- he's asking him to try to find something.

MR. GOLD: He said where he'd look. And if it's easier for him to find it on EMMA, which is -- he's got a computer right there. He's referring to it.

MR. WALKER: I don't --

THE COURT: I think I'm going to sustain the objection.

MR. GOLD: Okay. We'll circle back to this.

THE COURT: Yes.

MR. GOLD: We'll circle back to this.

THE COURT: Let's act like we would be in court right now without a computer in front of you.

BY MR. GOLD:

Q You had mentioned -- you referred to -- well, let's do it this way. Do you have ICI's exhibit binder handy in your box?

A I have a binder labeled "ICI's Witness and Exhibit List for Confirmation Hearing."

Q Do you --

A Is that what you're referring to?

Q Do you have a fatter binder saying, "ICI Witness and Exhibit List for Hearing Scheduled for February 21, 22, and 23"?

MS. GREEN: Your Honor, I think I can help out a

little bit. We prepared these binders. They're not going to look exactly like your binder. So it might be more helpful if we can just direct him to the exhibit number, if you have one.

MR. GOLD: Our 10.

MS. GREEN: So that probably was the correct binder. If it has Exhibit 10 in it, that might make sense to approach it that way.

BY MR. GOLD:

Q Did you hear that, Mr. Harshfield? Look for Exhibit 10 in the binder you referred to.

A I was -- I had my head in a box, so I'm not real sure. So --

Q And it's a big box.

A Yes. Do I go to Tab 10? Is that what I'm looking for?

Q It's Exhibit 10, is entitled -- this is Landlord's Exhibit 10. This is the "Continuing Disclosure Report for the Year Ended December 31, 2022 for Lifespace Communities."

A Sorry. My binder's falling apart. One moment. I see Landlord's Exhibit 10, February 21 to 23.

Q Sounds like you're on the right trail.

A Yep. I'm there.

Q Great. So let's start with the first page, the cover, where it says, "Continuing Disclosure Report for the Year Ended December 31, 2022." Do you have that in front of you?

A Yes.

Q Okay. And so this identifies the Obligated Group; these are the 11 properties that you refer to?

A Correct.

Q Next page, this is a certificate you're giving in accordance with the 2010 master trust indenture for Lifespace. Is that correct?

A Yes.

Q And that's your -- I'll call it your authorized electronic signature?

A Yes.

Q If you turn a few pages back, you'll see, Summary of Units. You'll see a --

A Correct.

Q -- Comparative Analysis of Gross Revenues. And then we'll get to some balance sheets. Do you see that?

A Yes.

Q Okay. So this is year end '22. So in terms of your testimony regarding the $188 million you had on hand as of today, March 7, what does that correlate to in terms of the 2022 balance sheet entry? Is it the first two categories, Cash, Cash Equivalents, and Investments?

A It's there as well as -- it's primarily there, yes. But it's not quite that simple. That's why you have to refer back to the last page that calculates the covenant calculations that gives you the actual unrestricted cash and investments.

Q And when you say the covenant calculations, is that the final page of this report entitled "Obligated Group Selected Historical Financial Information"?

A That is correct.

Q Okay. So turning to that page, if you could point us to the categories on this page you're talking about that approximate, recognizing we're three months -- or excuse me, two months and a week distant from 12/31/2022 -- where does -- what categories include the $188 million in unrestricted cash you testified to?

A So, if you go toward the middle of the page, it says -- you see bold on the left --

Q Uh-huh.

A -- Cash to Debt. Right below that, Unrestricted Cash and Investments, $188,338,000.

Q Okay. Now, if I read the footnote -- because that refers to Footnote A, does it not?

A Yes.

Q Okay. Just to tie your testimony together, it says Cash, Cash Equivalents, Investments, and the Florida Operating and Renewal and Replacement Reserve Funds. Do you see that?

A Yes.

Q How are Florida Operating and Renewal and Replacement Reserve Funds unrestricted?

A Because they are available for renewal and replacement of

reserves.

Q But payment of a settlement to a group of residents that have property in Texas is not replacement and renewal of a reserve for Florida residents, is it?

A No, it's not.

Q So how is it that that cash is available to satisfy obligations of The Edgemere undertaken under the plan?

MR. WALKER: Objection, Your Honor. Misstates prior testimony.

MR. GOLD: This is the $188 million he's talking about, Your Honor. It's got a footnote. I'm asking him to explain the footnote.

THE COURT: I'm going to sustain the objection, but I'll allow you to inquire further.

BY MR. GOLD:

Q Are there restrictions on the use of the cash related to Florida Operating and Renewal and Replacement Reserve Funds?

A Yes.

Q And how much are those funds?

A I do not know off the top of my head. It is a fraction of the number, but I would not know that number.

Q Is it in the tens of millions?

A I'd say it's less than tens of millions.

Q But as you sit here today, you don't know what that number is?

A I don't.
Q Would you --
A Not -- not specifically.
Q And you'd agree with me those funds are in fact restricted?
A They are restricted for Florida purposes, yes.
Q Well, they're -- are they allowable for Texas purposes?
A So, I would say they are intended for the use within the State of Florida.
Q Let's stay on this report for a moment.
A Sure.
Q How much money did Lifespace Communities lose in 2020?
A So, if you look at the Excess of -- or Deficit of Revenues Over Expenses, it was a negative $86 million.
Q Eighty-six? That's 2022, isn't it?
A Correct.
Q Okay. And what was it for 2021?
A Negative $32 million.
Q And 2020 was $7 million; is that correct?
A Correct.
Q So your math is way better than mine, but that's $125 million approximately over the last three years in losses?
A Yes.
Q Are you aware of any Lifespace Communities that are currently in covenant defaults under their debt service

coverage or occupancy or liquidity ratios?

A We have an affiliate that, yes, is currently under a forbearance agreement.

Q Is that The Stayton?

A Correct.

Q That's in Fort Worth?

A Correct.

Q And am I correct, Lifespace bought The Stayton in 2019?

A There was an affiliation, yes.

Q And that project was put through a prepackaged bankruptcy in this very court in late 2019; is that correct?

A That's my understanding, but I was not at Lifespace at the time.

Q Does Lifespace have an unfunded liquidity support agreement in connection with the acquisition of The Stayton that's still in place?

A Yes.

Q How much is that?

A The unfunded portion currently is approximately $2.4 million.

Q How many days cash on hand does Lifespace Communities currently have?

A At 12/31/2022, had 232 days cash on hand.

Q And is that -- did that increase or decrease in 2022?

A It decreased in 2022.

Q Do you know what the average day's cash on hand is for a BBB-rated company with Fitch?

A So the medians have changed over time, but typically some -- somewhat over 300 days' cash on hand.

Q So it's fair to say, even without the specific number, it's your understanding you're below industry average?

A We currently are, primarily as a result of investment losses, which is obviously impacting everyone right now.

Q Well, in terms of everyone being impacted, you'd agree this is not a particularly good time historically for the municipal financing market?

A I don't think I could speculate on that. That would be total speculation on my part.

Q Well, you'd agree that when you go to market to raise capital in the debt market in 2022, you're going to pay a lot higher interest rate than you paid in 2019. Would you agree with that?

MR. WALKER: Objection. Lack of foundation. He just testified he's not qualified to talk about it.

MR. GOLD: He's out raising money in the capital markets. I could ask him. I think he's sitting in New York right now. You're not familiar with -- the witness is not familiar with interest rates, how it affects his ability for his company to raise cash?

MR. WALKER: I believe the prior testimony is he's

working with investment bankers who are leading that process for him.

MR. GOLD: So does he have an understanding?

MR. WALKER: I think he just testified that he didn't, but if he has an understanding, he can answer.

MR. GOLD: I'll -- if I may rephrase it that way, Your Honor?

THE COURT: Rephrase it. Please.

BY MR. GOLD:

Q Do you have an understanding as to whether it is harder to raise funds in municipal debt financing in 2022 than it was in 2020 or 2019?

A I don't -- frankly, I don't know that I can answer that affirmatively or not.

Q Okay. Do you know whether or not the interest rate that would be expected on Lifespace's issuance of new debt in 2023 would be higher than it would be in 2019? Do you have an understanding as to that?

A Yes, I do.

Q And what is that understanding?

A So, I would -- my understanding is it's probably a couple percentages higher than what it was in 2019.

Q Does that couple percentages mean, in the context of actual numbers, twice as much?

A I wouldn't say that. I mean, certainly, you know, I

really can't recall back in 2019 what the interest rates were, frankly. But my recollection is that they're certainly not double -- I don't think they are double what they would be in 2019. But again, that's speculation on my part without facts in front of me.

Q Now, you had mentioned the BBB, your current Fitch rating is investment-grade. Is that correct?

A Correct.

Q Is that the lowest of the investment grades under the Fitch rating system?

A No. BBB- would be the lowest investment-grade rating.

Q Okay. And how many investment-grade ratings are above your rating, if you know? Four?

A Actually, I don't know how many.

Q Okay. So is it like --

A Three or four.

Q Three or four? Okay. Now, you mentioned the Fitch ratings watch alert in response to questioning earlier from -- now, when did it -- to your understanding, when does that Fitch negative ratings watch -- when was that issued?

A I believe that was issued in February of this year.

Q And was the ratings watch specific to the plan to raise money to pay the resident contribution under the Residents Trust through bond financing? Was it specific to the Edgemere?

MR. WALKER: Objection, Your Honor, to the extent he's asking this witness to testify to the basis for Fitch's rating watch. Lack of foundation.

MR. GOLD: If he's familiar with it, he read it, and that's the first sentence. So I'm just asking the witness, is that -- do you understand that that's why they did it?

MR. WALKER: If he'd like to ask him questions about an exhibit, he's welcome to do it. That wasn't his question.

MR. GOLD: Well, I'm asking his understanding without the exhibit, Your Honor. If he has an independent recollection, I'm entitled to it.

THE COURT: I'm going to sustain the objection. You can't ask this witness why Fitch did or didn't do something. If you want to ask him if he's reviewed something that stated what Fitch's reason was for the watch, that's different.

MR. GOLD: That's exactly my question. Do you have a --

THE COURT: That's the question you want to ask.

BY MR. GOLD:

Q Do you have an understanding of why Fitch issued a negative ratings watch for Lifespace?

A To my understanding, it's relative to the financing as well as the settlement.

Q So the financing is the proposed issuance of subordinated bond debt to finance the Residents Trust contribution at The

Edgemere under the plan before the Court; is that correct?

A That is my understanding, yes.

Q And it's your understanding that's the specific reason Fitch gave? Is that your understanding?

A That is my understanding.

Q And do you have an understanding as to whether Fitch commented on what the impact of the settlement and deposit into the Residents Trust would -- what that impact would be on the cash on hand for Lifespace?

A So, they raised concerns. They didn't have any specific -- my understanding or recollection, they didn't have any specific measures of what they expected to happen, but they just raised concerns of what the impact may be.

Q Okay. Can you refer to the Landlord's Exhibit 20, please?

A I'm sorry. It's pretty far back and I have a binder that has malfunctioned on me.

A VOICE: Nontechnical difficulties, I guess.

BY MR. GOLD:

Q A certain member of our team can identify with you, so I'm not going to judge, Mr. Harshfield. These are big binders.

A I appreciate it. I was worried you were going to judge me on that, so --

Q Not at all. Yeah. Actually, as you flip through, there's actually a declaration that precedes this as 20, and it'll either be labeled 21 or 20A, but it simply says

"Fitch places" --

A So, I'm looking at -- sorry, go ahead.

Q It says, "Fitch places Lifespace Communities, Inc. on negative watch -- on rating watch negative."

A Yes.

Q You have it?

A Yes.

Q Okay. So I'd like you to flip to Page 2, where it -- under the bold left heading, "Key Rating Drivers, Analytical Conclusion." So, following up on your recent answer, "Fitch has placed the" -- you've seen this document before; is that correct? This is the document you're referring to?

A Yes.

Q Okay.

A Correct.

Q "Fitch has placed the ratings on rating watch negative due to Lifespace's plan to fund approximately $143 million of interest-free refunds for residents of Northwest Senior Housing Corporation d/b/a Edgemere, Edgemere, a nonobligated group entity which Lifespace purchased in 2019, as part of Edgemere's bankruptcy restructuring. Lifespace currently contemplates funding this liability through a combination of the proceeds from subordinated debt to be issued by the Lifespace Obligated Group, Lifespace OG, in an amount not to exceed $100 million, likely about $82 million, and internal

cash flows of the Lifespace OG." Do you see that?

A Yes.

Q Okay. So what is the correlation -- tell me where the $82 million comes from.

MR. WALKER: Objection, Your Honor. Lack of foundation. This is, again, a Fitch document, and I don't think counsel has established a foundation that this witness is able to testify competently as to where it came from.

BY MR. GOLD:

Q Do you know where the Fitch $82 million came from?

A Yes, I do.

Q Where?

A It came from our investment bankers and myself.

Q Now, you had testified we're looking at $53 million and change --

A Uh-huh.

Q -- plus $16-1/2 million for the Lifespace payment to the Bondholders. So I've got those two numbers in mind, and that comes to just under $70 million. Is that correct?

A Correct.

Q What's the other $12 million, to your understanding?

A To also finance the installment that is due to be contributed 12/31/2023.

Q So then the intent is the subordinated bond offering is not just for the initial effective-date payments, but also the

first of the installments under the Lifespace settlement and contribution agreement; is that correct?

A That is correct.

Q Okay. The first sentence of the next paragraph, or not even the whole sentence, "It is anticipated that, should the Edgemere Residents Trust result in a reduction of Lifespace's cash on hand to below 250 days, that portion of the payment may be deferred."

That's your understanding of the operation of the Residents Trust, that if your cash on hand at a time payment is due falls below a certain metric, that that payment can be deferred. Is that correct?

A Correct.

Q But is it fair to say you're budgeting for that at year-end '23 by raising that additional $12 million?

A No. We're raising the additional $12 million again as part of our overall capital structure, just optimizing our capital structure.

Q Do you see Fitch's comment on the next page that says, "Fitch nevertheless believes payment of these liabilities will materially inhibit Lifespace's cash flow growth over the next several years"? Do you see that comment?

A I do.

Q Do you agree or disagree with it?

A So, I would -- I think the word "materially" is probably a

judgment. I would -- my assessment is that Lifespace will continue to grow and strengthen, even with the payment plan as outlined within the settlement agreement.

Q Well, let's look at the next sentence. "Fitch sees this as a negative, given that Lifespace's cash flow is already constrained due to recent declines in independent living unit occupancy." Do you see that statement?

A I do.

Q Is the second half of that true, to your understanding? Are -- is Lifespace's cash flow constrained due to recent declines in the independent living occupancy of your properties?

A I would say that it, again, it depends on your definition of constraint. If we had high occupancy, would we have more cash? Absolutely. Are we generating cash? Yes, we are. So I'm not sure if that answers your question or not, but this is certainly Fitch's assessment, but that is their assessment, not my assessment.

Q Well, let's look at the next paragraph. This refers to the fact that the subordinate bonds are not being issued in the interests of a revenue-producing project. Do you see that?

A Yes.

Q So isn't it true that the Obligated Group, this basket of 11 properties, is having bond debt issued secured by its

properties to pay off an obligation of a member of the Lifespace Communities family that is not part of the Obligated Group? Is that correct?

A So, this is a settlement with -- with Lifespace Communities, Inc., so I don't know. I think we're -- maybe we're getting more of a legal question here that I'm not sure if I'm prepared to answer.

Q We're mortgaging the OG's properties to pay the Edgemere's debts; is that true?

MR. WALKER: Objection. Calls for a legal conclusion.

BY MR. GOLD:

Q Is that your understanding of this transaction?

THE COURT: I'll allow the witness to answer.

THE WITNESS: I would say at this point there is no intent to have a mortgage involved.

BY MR. GOLD:

Q Are you -- is -- will the bond issuance be -- will there be any form of pledge or security granted to support the bonds?

A So, this is where I'm concerned about confidentiality, because currently this is being approached as a private placement and the terms of the bonds are under nondisclosure agreements with individual investors.

Q Do you understand that the bonds are going to be secured

by the property of the OG, of the Obligated Group, by their plant, property, equipment, and real property?

A I again would have to -- I'd have to restate my answer again. Those are provisions under proposed term sheets that are confidential at this point.

MR. WALKER: Yeah, Your Honor, and I would just interpose an objection here to the extent that the line of questioning is going into a bond offering that's currently out to market on a confidential basis as a private placement. Obviously, there's some concerns about what we can disclose publicly about that.

MR. GOLD: These bonds are being used to finance a critical provision of this plan. If they're secret, it's a "Trust me plan."

MR. WALKER: I don't see how whatever security or the specific terms of the bond offering is relevant to the Landlord's interest in confirmation of this plan. The Landlord isn't a party to the settlement agreement. The Landlord isn't a party to the Residents Trust. Doesn't impact the Landlord. So --

MR. GOLD: Except we have multiple witnesses in this case who testified that the subsidy created by the Landlord's trust is in the projections of the buyer.

MR. WALKER: I disagree with that. I think the testimony was the opposite. From the proposed manager for Bay

9, Long Hill, who testified here two weeks ago and said that whether or not the Lifespace funding was actually made to the Residents Trust would not impact their projections moving forward.

MR. GOLD: I don't think that was the testimony. I think the documents say what they say, --

MR. WALKER: They --

MR. GOLD: -- and we have a competing expert who has a different view who also testified.

THE COURT: Right. And, again, I don't think that we're necessarily hitting upon those. If you want to, in closing, make your points about the fact that we don't have the particularities of the bond issuance that you've pointed out and that the witness is either unable or unwilling to give us at that point, you can do so, but I think you've covered this point.

MR. WALKER: Thank you.

BY MR. GOLD:

Q So, without reference to the terms of the bonds, Fitch says that the incurrence of this additional debt will erode Lifespace's cash-to-adjusted debt, which is already relatively low for the ratings category due to additional borrowings Lifespace has transacted in order to finance its substantial campus redevelopment plan.

Do you see that statement?

A I do.
Q And do you believe that the incurrence of this additional debt in the form of the bonds to support the Residents Trust obligation will erode Lifespace's cash-to-adjusted debt?
A I would say, in isolation, if there were no other business dynamics, that that would be -- that I would agree with that statement. But I would -- my judgment is that the business plans that we have in place, that the settlement agreement, while it's a substantial commitment, will not erode the strength of Lifespace's balance sheet.
Q In the next paragraph rating sensitivities, Fitch -- or, do you understand that Fitch says that if you go ahead with this transaction you will -- could be downgraded, and in fact, a multi-notch downgrade to below-investment-grade is a possibility? Are you aware of that?
A Yes.
Q Are interest -- is the interest payments under the bonds -- do you understand the interest payments under the bonds will be capped, given Lifespace's financial situation?
A Again, we're getting into terms -- confidential terms of the bonds.
Q So, liquidity ratios and occupancy ratios and all that are all confidential in terms of this bond offering?
A Yes.
Q Given Lifespace's financial performance over the last few

years and the subordinated nature of this debt, do you know, have you received pricing information from your investment banker as to what interest rate is likely for these bonds, or is that confidential, too?

MR. WALKER: Yeah. Your Honor, I'm going to object

THE WITNESS: That is --

MR. WALKER: -- on confidentiality issues.

MR. GOLD: Well, I'm asking if the witness knows it's confidential. I don't need Counsel's objection. It was directly in my question.

THE COURT: Okay. Let's take it down.

MR. GOLD: I believe the witness answered yes, it's confidential.

THE COURT: I know he answered yes, it's confidential, but let's set a few ground rules. If counsel to a witness -- and this is the CFO of Lifespace; this is counsel to Lifespace -- if counsel is recognizing that something is confidential and directing his client not to answer for whatever reason, that is a legitimate objection, Mr. Gold.

MR. GOLD: It is, Your Honor, but my question asked is it confidential or not. The witness can answer that question.

THE COURT: I understand, and there was a bit of a protective objection there, but let's relax a little.

BY MR. GOLD:

Q What is your understanding of the claims that are being released through the contribution agreement? Settlement and contribution agreement for the Residents Trust?

A My understanding are any claims relative between residents and Lifespace.

Q Well, you say any claims. Are you aware or do you have an understanding of specific claims that have been asserted or threatened?

A I'm not aware of any.

Q Are you aware of whether any were outlined in any previous pleadings or disclosure statements in this case?

A I am not aware of any.

Q How about claims relating to the $16.5 million that's being paid to the Bondholders? Did you negotiate that amount?

A Primarily that was negotiated with attorneys.

Q What role did you play in those negotiations?

A I would say primarily working with our CEO and determining what amounts we felt were appropriate. But certainly, we were not involved in the active negotiations. That was more with the attorneys.

Q Do you have an understanding of what claims you were settling with the Bondholders? What the Bondholders were, for lack of a better word, threatening Lifespace with that triggered a settlement?

A I'm not aware of any claims.

Q You're not aware of any claims that the Bondholders hypothetically asserted against Lifespace that led you to agree to pay them $16.5 million?

A I mean, again, I'm not aware of any claims.

Q Is it your understanding that the funding for either the Residents Trust or -- well, let me break this into two questions. Strike that, please.

Is it your understanding that the funding of the Residents Trust with an initial contribution of over $52 million is a condition to the effectiveness of the plan in this case?

A My understanding is that those are two separate agreements.

Q Is it your understanding that Lifespace gets a release under the plan even if it doesn't fund the Residents Trust?

MR. WALKER: Objection, Your Honor. It's calling for a legal conclusion.

MR. GOLD: I asked his understanding, Your Honor.

THE COURT: He can give his lay understanding.

THE WITNESS: So, yes, my understanding is that those -- the release of those claims would still be in place. Yes.

BY MR. GOLD:

Q Same questions for the Bondholders. Is it your understanding that your settlement with the Bondholders and the releases are effective even if you don't pay the $16-1/2 million to the Bondholders?

A Actually, I can't answer that question. I don't know the answer to that question.

Q This turns to an earlier question, or an earlier answer. Are you familiar with the operating projections going forward prepared by The Long Hill Company?

A I'm not.

Q Did anyone on your team engage with Long Hill to help them prepare the projections, if you know?

A No. Not that I'm aware of.

Q What role did you play in the plan solicitation process?

A I did not. Maybe I need to understand better a plan solicitation process, but --

Q Okay. Fair response. Let me --

A That was primarily handled by -- yeah. Go ahead. I'm sorry.

Q Did you attend any resident meetings or generically "town halls" regarding the proposed plan or the Residents Trust settlement at the Edgemere?

A I attended a town hall, but I did not participate in it.

Q When did the town hall you participate -- you attended and did not participate in, when approximately was that?

A I actually cannot recall. I know it did not occur until we were allowed to do that, but I just -- I don't recall exactly when it happened, when it occurred.

Q Was it late '22 or early '23, using Christmas or New

Year's as a marker?

A It was, yeah, yes, it was late '22, early '23.

Q Okay.

A I just don't remember exactly when, but --

Q Okay. And who made the presentation?

A Our present CEO as well as legal counsel.

Q Did you have any role in the preparation of the content that was delivered at that town hall meeting?

A I don't believe so. I think it was primarily a preparation with legal counsel.

Q Do you know if residents were told they would recover a hundred percent on account of their entrance fee claims at that meeting?

A I don't specifically recall that, no.

Q Do you recall how -- whether any statements were made at that meeting regarding how Lifespace was obtaining the funding to pay the entrance fee claims?

A No. We wouldn't discuss that.

Q Well, what do you recall the benefits of the plan being described to the residents at the town hall? Was it a -- or let me withdraw that question. I'll ask it in a second. Was it a presentation format? Was it question-and-answer format? How did the town hall go?

A So it was primarily a presentation, a verbal presentation. There may have been a few slides. And then opened up to

questions at the end.

Q And in the course of that presentation, is it your recollection that how Lifespace was going to pay for the proposed Residents Trust settlement was not discussed?

A So, how we're going to pay it, but I do -- I do believe, yes, that the commitment under the settlement agreement was discussed.

Q And when you say the commitment under the settlement agreement, that would be the funding of the --

A Yes.

Q -- initial payment and then the subsequent installment payments? The structure of the settlement?

A Correct. Yeah, the structure. I don't think we actually put numbers up there. We may have, or actually -- actually, yes, there was a slide with numbers. But yes, that was discussed.

Q Did you tell the residents how you were going to pay for it? Not you personally, the presentation by the CEO?

A Well, it talked about how we're -- you know, the funding schedule. Not necessarily how it was going to be funded, no.

Q Okay. On the petition date in this case, Lifespace owed approximately $111 million to the Bondholders of the Edgemere bond debt; is that correct?

A Not Lifespace. Edgemere.

Q Edgemere. The Edgemere entity.

A Edgemere, yes.
Q Okay.
A Lifespace did not owe it.
Q Right. I'm sorry. The Edgemere entity owed -- the Debtors owed $111 million approximately to the Bondholders; is that correct?
A Sounds about right, yes.
Q Okay. And they were secured?
A Yes.
Q And do you have an understanding of what they were secured by? What was the security for the bond debt?
A I couldn't tell you specifically what the bond documents said, but typically it's going to be all assets and revenues --
Q Okay.
A -- of the Debtor.
Q So, as they call it, property, plant, and equipment. So, or FF&E -- the health care equipment, the furniture in the common area, office equipment -- that's all part of the Bondholder security?
A That would be my understanding, but again, I don't know the specifics of those bonds.
Q Okay. And are they secured by the ground lease? Do you know that?
A I don't know that detail, no.

Q Okay. Do you know that at one point in this case the Debtors filed a motion to value the Bondholder collateral? Are you aware of that?

A I don't recall that, no.

Q Are you aware that the Debtors were going to hire Gordon Brothers Asset Advisors to assist them in this valuation? Are you aware of that?

A I don't know that I've heard of Gordon Brothers Asset Advisors, no.

Q Did you know the Debtors were going to use Ankura, who at the time was the Committee's financial advisor, to assist them in that effort? Are you aware of that?

A I'm sorry. Let me -- let me -- okay. I'm -- is that GB Riley? Gordon? Is that --

Q Well, there's --

A When you said Gordon Brothers, --

Q They're competitors. There's B. Riley and there's Gordon Brothers.

A Yeah. B. Riley. Okay. Okay. So, I'm sorry. I was trying to make sure I understood. So, Ankura, I know that there were some conversations, but I actually don't recall, you know, the details of those conversations with Ankura.

Q You don't recall that those conversations made it so far as that a motion was filed with the Court to engage in that valuation?

A I don't recall that, no.
Q Since the filing of this case, has -- have the Debtors commissioned, to your knowledge, an appraisal of the ground lease?
A Since the filing of the -- say that again?
Q Since the petition date, since the filing of the bankruptcy.
A I'm sorry. Say the whole question again.
Q Sure. Since the petition date, have the Debtors gotten an appraisal of the ground lease?
A No, not that I'm aware of.
Q Since the petition date, have the Debtors received an appraisal of the personal property and equipment on the Edgemere campus?
A I don't specifically recall, no.
Q In your declaration, which was premised on the third amended plan, and I know there is a fourth amended plan which has some modifications, but with respect to the third amended plan and the subject of your declaration, are you aware whether or not that that plan attempts to value the Bondholders' collateral in any way?
A Not that I'm aware of, no.
Q Bear with me. We're going to switch exhibits. I'm going to test your exhibit retrieval skills. (inaudible) the podium, so I tested mine. See if you can find ICI's Exhibit

27, please.

A Mine ends at 25. Hold on.

(Counsel confer.)

MS. GREEN: I only have exhibits through 25, so that would explain why the witness doesn't have it. Can we put it on the screen?

MR. GOLD: Oh, certainly.

MS. GREEN: Yeah. Thank you.

MR. GOLD: Certainly.

THE COURT: Yes. I think these were filed on the 3rd, maybe.

MR. GOLD: Yes.

MS. VANDESTEEG: We're working on it.

THE COURT: Yeah. Thank you. I think it -- well, never mind. I was going to give you a docket reference, but they're probably not being pulled up on the docket. I apologize.

MR. GOLD: I've got 1311-2, Your Honor.

THE COURT: Yes. Yes. Oh, I have it. I have it. I was offering to help Ms. Pittman find it, but she does not need my help.

MR. GOLD: Yeah, but now we have to find the page, which is the real challenge here.

BY MR. GOLD:

Q If you could turn -- well, let's put it on the screen.

Can you see the screen, Mr. Harshfield, the document on screen?

A Yes.

Q Okay.

A It's very small, but I can see it.

Q We'll work on that, too, once we get to the page.

MR. GOLD: Ms. Pittman, if you could go to what is Page 26 at the PDF, numbered Page 17 at the bottom?

BY MR. GOLD:

Q And while we do that --

MR. GOLD: If you could go a little further, a little further up the page, please. There we go. Perfect.

BY MR. GOLD:

Q I'll represent to you, if you didn't -- I don't know how much time you spent looking at the first page of this document before we went to the page, but this is the Tarrant County Cultural Education Facilities Finance Corporation Series 2017 Official Statement for the Northwest Senior Housing Corporation Edgemere Project Bond Issuance. Are you familiar with this document generally?

A I am not, no.

Q In the course of your preparations for negotiating with the Bondholders or working on the plan, did you have any occasion to look at this document?

A I did not.

Q Okay. Are you familiar, as part of your work on the plan, with your -- with the provisions of the bond offering and the scope of the security?

A No, I'm not.

Q In negotiating the $16.5 million settlement with the Bondholders that is part of the plan, did you have occasion to reference or look at this document in terms of the scope of the security the Bondholders had?

A No, I did not.

Q Now, the third amended plan, as well as the fourth amended plan, provide for a sale of the Debtors' assets to Bay 9 Holdings. Is that correct?

A That's my understanding, yes.

Q And you understand Bay 9 is owned by Lapis Advisors -- indirectly owned by Lapis Advisers through intermediate entities? Do you understand that?

A That is my understanding, yes.

Q Do you know who Lapis Municipal Opportunity Fund IV is?

A I'm familiar with them.

Q Okay. And what is your familiarity? You just understand them to be in that family tree, or do you have any more specific understanding?

A Well, maybe not specific to Family IV or whatever you may have called it. I'm familiar with Lapis as far as investors in senior living debt. That's the extent of my understanding.

Q And --

A Or familiarity.

Q And do you understand that Lapis Municipal Opportunity Fund IV is one of the bondholders of the Edgemere bonds?

A Again, I'm familiar that Lapis is. Specific to Fund IV, I'm not aware of that, no.

Q Okay. Is it true that the Debtors did not hire an investment banker to sell the Debtors' assets?

MR. JOHNSON: Objection, Your Honor, based upon the fact that we discussed this earlier at the beginning of the case. This is going to the nature of the sale process. Evidence was taken on that 10 days ago. Mr. Harshfield testified. He was cross-examined by Mr. Gold, I don't know how long, but fairly extensively about this. If he wanted to ask questions about the sale process, that would have been the time.

MR. GOLD: That was my only question, Your Honor. I'm just trying to put this in context. I'm not revisiting the earlier testimony.

THE COURT: Okay. I'll overrule the objection to the extent that that's all we're going to do on this line. Did the Debtors hire an investment banker?

BY MR. GOLD:

Q Did the Debtors hire an investment banker here?

A Not to my knowledge, no.

Q Okay. And is it your understanding the investment banker was hired by the Bondholders?

A That is my understanding, yes.

Q As part of the plan, formulation of the plan, did you ever see an allocation of the purchase price --

A No.

Q -- for the sale?

A Sorry. I have not.

Q Okay. So, to your knowledge, does the plan distinguish between what assets are Bondholder collateral and those that are not?

A I have no knowledge of that.

Q So what is your understanding what the $16-1/2 million being paid to the Bondholders directly is for?

A My understanding, it's a contribution to the plan to support Bondholder recovery.

Q Is it a settlement of any claims the Bondholders have against Lifespace?

A I'm not sure what the legal answer is to that. What I just -- the answer I just gave is what I know. It is a contribution to the plan.

Q Well, it's -- you understand it's not a contribution to the creditors generally of Edgemere; it's a contribution to the Bondholders, a class or subset of the creditors? Do you understand that?

A I understand that it is a contribution to the plan.
Q Who owns The Edgemere trademark?
A I have never asked that question.
Q Okay. Let me -- let me ask a --
A I can only assume.
Q Let me ask a broader question. Do you -- does The Edgemere have intellectual property that it carries on its balance sheet?
A I am not aware of intellectual property carried on the balance sheet.
Q Okay. And how about -- I think we've heard some testimony about this, but the website, for example, is owned and hosted by Lifespace; is that correct? The Edgemere's website?
A Yes. I think that's right. Well, again, you're getting into legal details that I'm not real sure how to bifurcate between what trademarks are out there or what copyrights are in place. I simply don't know the details of that. But the website for Edgemere is supported by Lifespace and is hosted by a third party.
Q I think it was Mr. Lawlor who testified that there was some transition going on with the website because The Edgemere brand goes with the sale but the website is part of the Lifespace internet infrastructure. Is that consistent with your understanding?
A That sounds right.

MR. GOLD: Your Honor, if I may ask for a quick break just to confer with my colleagues. I think we're almost at the --

THE COURT: Fair enough.

MR. GOLD: -- clubhouse turn.

THE COURT: It's almost 5:20. How long do you need, Mr. Gold?

MR. GOLD: Five or ten minutes tops, Your Honor.

THE COURT: Okay.

MR. GOLD: I believe the Court had -- and I want to respect the Court and staff, definitely.

THE COURT: Uh-huh.

MR. GOLD: With respect to our time today, did I recall you correctly is we're looking at 6:00?

THE COURT: Let me --

MR. GOLD: And I'm not asking for indulgence.

THE COURT: Sure.

MR. GOLD: I'm just asking what was everybody's understanding.

THE COURT: Just one second. Yes, we can go to at least 6:00.

MR. GOLD: Okay.

THE COURT: It all depends on -- I think that what I'll do is, once we complete Mr. Harshfield, we'll see kind of where we are and if we contemplate substantial cross of Mr.

Estrada.

MR. GOLD: Okay.

THE COURT: All righty?

MR. GOLD: Thank you, Your Honor.

THE COURT: All right. Thank you. We'll be in recess until 5:30.

THE CLERK: All rise.

(A recess ensued from 5:18 p.m. until 5:33 p.m.)

THE CLERK: All rise.

THE COURT: Please. Be seated. All right, ladies and gentlemen. We're going to go back on the record in Case No. 22-30659. When we broke, Mr. Harshfield was still on the witness stand, and so I'll just remind you that you're under oath still.

Mr. Gold?

MR. GOLD: Thank you, Your Honor.

Mr. Harshfield, if you could say "Testing" or a word of your choice to come back up on the screen?

THE WITNESS: Yes. Testing, testing, testing.

MR. GOLD: Thank you.

If we could put Exhibit 10 back up on the screen, please, for Mr. Harshfield.

CROSS-EXAMINATION, RESUMED

BY MR. GOLD:

Q Mr. Harshfield, you had talked about the $188 million in

available cash that provided the opportunity, if you needed to, to fund both the Lifespace Residents Trust settlement and the Bondholder settlement under the plan, the aggregate $69 million, $70 million. And it was your --

A Yes.

Q It was your testimony that, if necessary, you could pay that out of available cash on hand. Is that correct?

A Yeah. Unrestricted cash and investments.

Q Okay. Would the payment of that, those two obligations, from cash on hand trigger any covenants under the Obligated Group's existing secured indebtedness or bond debt?

A It would not.

Q So you have, what, the OG has about $500 million in existing debt; is that correct?

A Yes.

Q And it's your testimony that the payment of those funds from available cash now would not trigger any covenants, --

A That's correct.

Q -- negative covenants? And what would your --

A Correct.

Q Have you run a model as to what your cash on hand would be, your DCOH metric would be, if you had to make that payment?

A Though I haven't specifically done that calculation, what I have done is what is the amounts available before we trip

covenants.

Q And what would trip covenants on that calculation?

A We have approximately $90 million of available cash and investments before we would come near to a Days Cash on Hand covenant.

Q So, the $90 million plus the $70 million, $160 million, you'd still be below, correct? Is that your testimony?

A I'm sorry. Say that again?

Q That you said you have $188 million, and it wouldn't be triggered to $90 million, so $188 million minus $70 million is still above $90 million. Is that basically the formulation?

A So, the formulation would be we have -- we would be able to provide upwards of $90 million of liquidity before we would trip any covenants. So the $90 million is available to pay the $70 million.

Q Okay. So you'd be within $20 million of tripping the covenant?

A Approximately. There's a little -- we -- when I do the calculations, there's a little cushion built in there, but approximately $20 to $30 million.

Q Based on the operating losses that you had for 2022, what was the cash burn per day?

A So, those operating losses are a combination of cash and noncash.

Q Investment losses?

A Investment losses. Depreciation. Amortization.
Q So, --
A And to clarify, in 2022, from a cash perspective, --
Q Uh-huh.
A -- were it not for the investment losses, the cash for the Obligated Group actually would have slightly increased during the year 2022.
Q But taking into account the full range of your operations, you still lost $86 million, correct?
A Yes. According to the GAAP financial statements, that is correct.
Q Okay. Was there a what's called a voluntary disclosure call with the Obligated Group's bondholders in January of this year?
A Yes, there was.
Q Did you participate in that call?
A Yes, I did.
Q Did you make a presentation during that call?
A We, yes, outlined the overall settlement agreement.
Q So when you say the top line, was the settlement agreement -- you described to existing Obligated Group bondholders The Edgemere settlement? Is that correct?
A Yeah, at a high level. We certainly didn't go into details.
Q Did you -- well, in terms of details, did you mention the

amount?

A Yes.

Q Did you mention that there was a settlement to the residents and a settlement with the Bondholders?

A We mentioned the settlement to fund the Resident Trust and there was a contribution to the restructuring plan.

Q It's not a restructuring plan, is it, sir? It's a liquidating plan, is it not?

A Sir, now you're getting into legal terminology that I'm just not familiar with. I would call it a restructuring plan, but whatever the fact is is --

Q Okay. Your -- it's fair to say your understanding, your terminology is it's a restructuring plan?

A That's what I generally call it, yes.

Q Okay.

A But certainly I'm no attorney.

Q So, on the January 11th call, how would you characterize the sentiment from the bondholders?

A There was certainly a lot of questions.

Q Was the --

A And I addressed those questions as transparently as I could.

Q Was the sentiment positive or negative?

A I'd say there was one -- one investor that was concerned about the plan. I wouldn't necessarily call the overall call

negative. I think it was -- the investors were appreciative of our transparency and proactive -- being proactive in communicating what our plans were.

Q We had talked about the daily cash on hand figure. And I believe you testified that it's currently -- I think the EMMA filing that we looked at said it was 232 days. So is it still approximately in that range?

A Correct.

Q Now, you're aware --

A Yeah, generally.

Q -- that under the settlement agreement with the residents, there is -- and here, actually, it's on the screen right here -- so it's 232 presently, that's where that number comes from, days of unrestricted cash and investments on hand? Do you see that on the screen?

A I do.

Q Okay. So you're aware that certain obligations can be deferred or postponed or forgiven under the Lifespace settlement if your daily cash on hand goes below a certain number? Is that correct?

A Correct.

Q And that's at a future date?

A Yes.

Q Do you know what year?

A I believe it's the 2025 contribution. That's my

understanding --

Q So, --

A -- is where it begins.

Q -- hypothetically, if your cash on hand situation did not improve from today through 2025, payments would be excused under the settlement; is that correct?

A For up to two years consecutively, yes.

Q And what happens if it goes for two years consecutively, to your understanding?

A My understanding is the third year we're required to catch up any deferred payments to the Trust.

Q And what if you can't? Again, your understanding.

A I'm not sure which you mean by can't.

Q If you can't raise the money or you don't have the liquidity to make the catch-up payments, what is your understanding of what happens?

A So, my understanding is that if there -- as long as we're above our covenant thresholds, we make the payments.

Q But if -- it also provides, doesn't it, that if any portion of the Lifespace trust contribution would trigger an event of default under your master trust indenture, then it can be deferred, potentially for multiple years, so as to prevent a default?

A Yes. That's correct.

Q And that could extend four, five, six, seven years or

more; is that correct? There's no limitation?
A You're speaking hypothetically? Yeah, I mean, you're certainly speaking in hypotheticals, but yes, there is no limitation with regards to triggering a default.
Q Okay. And with respect to the 250 days' cash deferral mechanism, you're under that number today. Is that correct? That's the 232 we were just looking at.
A Yes.
Q Okay.
A Yes. Today, we are.
MR. GOLD: I want to look at a number on here, if we could scroll. Thank you.
BY MR. GOLD:
Q Okay. So, we started, we had our -- it's the Obligated Group information. And can you tell from this presentation here what your aggregate entrance fee refund obligations are? Is that on this page or another page of this report?
A That would be on a different page.
Q Okay. And that's, I believe, on Page -- let's go to that earlier -- I think it's Page -- let's see, here we go. Yes. So, when we refer to you having $188 million in unrestricted cash, and we talked about the Florida footnote, if you will, what is the relationship of that $188 million to this entry that we see here of refundable entrance and membership fees of $543 million? What are those?

A So, those are contingent liabilities under the resident agreements.

Q And when you say contingent liabilities, do you mean are those contractual liabilities? Are those statutory liabilities? I mean, what's the difference between the restrictions you talked about in Florida which you said were no more than maybe $10 million and this $543 million we see here?

A $543 million is the contingent liability of refunds for residents at a future date.

Q So it's the -- across all state lines, across all properties, --

A Yes.

Q -- and it's a contingent liability just because somebody hasn't asked for it yet?

A That is not true.

Q Okay. So why is it characterized as a contingent liability?

A Because, generally speaking, our residency contracts, three things have to occur. One is the resident must either move out of the community, or obviously pass away. Their apartment that they originally occupied needs to be re-occupied by a new resident. And the entrance fee from the new resident also needs to be paid.

So, those three things have to occur before those

contingent liabilities become contractual liabilities, I guess you would call it.

Q Okay. Or those contractual liabilities are conditioned on the three events you just described?

A Yes.

Q And is that number separate and apart from the Florida footnote? Is the Florida obligation included in the $543 million, or not, if you know?

A So, the Florida footnote, again, is -- it's a state requirement. It really has -- it had -- my understanding, it has nothing to do with the entrance fee contingent obligation.

Q Okay. So it's just a statutory reserve? Or a regulatory reserve?

A Yes. Regulatory reserve for (inaudible) replacements. And to support capital expenditures.

Q Does -- with respect to the new debt that you are proposing to issue, are there restrictions on who you can sell that debt to?

A Not that I'm aware of, no.

Q For example, is it limited to institutional investors or can it be sold to accredited retail investors?

A So, you're probably -- you're probably getting into details that I'm not -- I can't really give you an affirmative answer on. My understanding is that the issuance itself is not restricted. But, again, I'm not bond counsel, so I

couldn't answer the question affirmatively.

Q I have a good joke about bond counsel we'll all share later.

If -- you had testified earlier that you believe the settlement amount with the Bondholders was appropriate. Do you recall that testimony?

A I said that was part of our assessment, that it -- was it appropriate? Did it make sense for the overall negotiations?

Q But in making the determination of whether or not it was appropriate, you're not aware of any potential claims the Bondholders had against Lifespace?

A I'm not aware of any claims the Bondholders have against Lifespace.

Q Do you know, for purposes of the plan, what the accrued administrative fees are for The Edgemere? Sections 2.1 and 2.2. One is broad administrative fees and then professional fees. But if we had to fill out like a closing statement -- a lot of lawyers would call it a waterfall -- what numbers would, to your knowledge at this point as the plan declarant, what numbers get plugged in there? And I'm, look, please, I understand, I'm asking for your best estimate.

A Yeah. I don't know. I have not seen that.

Q You have not seen that number?

A I haven't seen the waterfall or the schedule or --

Q Okay. You also said in your direct that you thought that

the Lifespace residents settlement provided an extraordinary solution for an extraordinary problem. Was that your testimony?

A Yes.

Q Isn't it that the extraordinary problem was the insolvency of The Edgemere?

A No, actually, the extraordinary problem is that a life care community was capitalized, partially capitalized with a third-party land lease with a termination date and no ability to extend. That's the extraordinary problem.

Q But isn't that -- again, it predates your tenure, but isn't that a, --

A It does.

Q -- as our British friends would say, an own goal or a self-inflicted wound or a problem that could have been predicted?

A Well, I certainly was not part of the structuring twenty years ago when Edgemere was originally put together.

Q So when you say that's the extraordinary problem, it wasn't that the financial situation of The Edgemere had created an environment where, as part of the conversion that you said was necessary, it didn't have the funds to pay back the resident deposits? It had to go to outside sources?

A No, I think the extraordinary problem is that The Edgemere cannot continue as a life care contract community.

Q But The Edgemere had to look to outside sources to solve the problem?

A Had The Edgemere -- had The Edgemere had a different capital structure such that it could continue as a perpetual life care contract community, my estimation is it would not have needed to seek outside support for the residents.

Q That wasn't -- I understand that. That's not my question. Is the extraordinary problem was not just the structure of The Edgemere but the fact that The Edgemere did not have liquidity such that it had to rely on outside sources, including potentially bond financing by other entities, to solve the extraordinary problem?

MR. WALKER: Objection, Your Honor. I think this has been asked and answered by Mr. Harshfield. What was the extraordinary problem? I think he's reiterated it a couple times now.

THE COURT: Mr. Gold?

MR. GOLD: I'll withdraw the question, Your Honor.

THE COURT: Okay. Thank you.

MR. GOLD: A couple exhibits for housekeeping, and then maybe a follow-up.

(Counsel confer.)

MR. GOLD: Oh, yes. I'd like to turn to one last question about Exhibit 10, then I'll actually move to admit Exhibit 10, Your Honor.

BY MR. GOLD:

Q But Mr. Harshfield, this is -- we put up on the page --

MR. GOLD: And actually, scroll down so we get the title.

BY MR. GOLD:

Q This is the balance sheets of the Obligated Group. Is that correct?

A Correct.

Q Okay. And we're looking at 2022. And the Obligated Group is who will be the issuer of the bonds if everything goes according to plan. Is that correct?

A Correct.

Q Okay.

MR. GOLD: And if we'd scroll, please.

BY MR. GOLD:

Q So, am I correct that the total assets of the Obligated Group, which you told us were the 11 entities that are identified at the front of this report, it appears that they have assets of approximately -- well, let's see, this is in thousands. So is that about $1.2 billion? Is my math correct there?

A Yes.

Q Okay.

A For the Obligated Group, approximately $1.2 billion.

Q Okay. And what about the liabilities of the same group?

Am I seeing that the total liabilities --

A So, including the -- yeah. So, including the contingent liabilities of the refundable entrance fees, one -- almost $1.5 billion.

Q Okay. So, it's a negative number. Correct?

A A negative number for what?

Q That there is -- if the liabilities exceed the assets, that's a negative net worth, correct?

A Correct.

MR. GOLD: So, again, Your Honor, I'd like to admit #10, which itself is a Lifespace document signed by Mr. Harshfield. I'd like to admit that into evidence, please.

THE COURT: Any objection?

MR. WALKER: No objection, Your Honor.

THE COURT: Okay. Thank you.

MR. GOLD: Also, another document --

THE COURT: ICI Exhibit 10 is hereby admitted.

MR. GOLD: Thank you, Your Honor.

THE COURT: Sure.

MR. GOLD: I jumped the gun before you gave me the good news.

(Intercity Investment Properties, Inc.'s Exhibit 10 is received into evidence.)

MR. GOLD: And the second document I would like to seek admitted is one we've referred to. That's Exhibit 20-A,

which is the Fitch Negative Watch, call it warning.

MR. WALKER: Your Honor, I do have an objection to the admission of this exhibit. It's an incomplete exhibit. I think if you scroll through the exhibit, part of the document is obscured. It looks like it's an Internet printout. It says, "We use cookies to deliver our online services," I think we see if you go down to I think it's Page 3. And there was some direct questioning from Mr. Gold to the witness, was questioning of about a paragraph that is incomplete because it's blocked by what looks to be cookie blocker that obscures the complete nature of the document. So we would object on that basis.

MR. GOLD: One, it's -- I guess it's curable. So we can provide the full copy if that's the problem, use another device to print it. I didn't ask the witness any questions about the obscured text or the sentence that appears to be partially obscured.

MR. WALKER: And I would just state for the record that Mr. Gold did question the witness about a paragraph. Part of the paragraph was obscured by this copy of the exhibit. We object to the admission of this exhibit.

MR. GOLD: Your Honor, the full hyperlink is in the declaration that we submitted, so it's instantly curable. We submitted Exhibit 20, which is an authentication declaration as to where this can be found. And the full hyperlink is

there. So, in that sense, it's only technically incomplete from a copying perspective, but the entire document is available through the hyperlink that you'll see in the declaration.

THE COURT: Okay.

MR. GOLD: And as I said, we can -- we can cure that.

MR. WALKER: Our objection to the admission of 20-A stands.

THE COURT: Thank you. I am going to overrule the objection and allow a replacement exhibit that is complete without any lines cut off to be submitted. Absent the ability to submit it in whole, then the Court wouldn't admit it. So if you want to remedy that overnight, --

MR. GOLD: We can scrub it through a PDF and --

THE COURT: Sure.

MR. GOLD: -- certainly get that to the Court and get that on the docket tomorrow, Your Honor.

THE COURT: Thank you.

MR. WALKER: And Your Honor, I would -- I have no doubt that they'll be able to remedy it. I would just reserve the right to review it before it's actually admitted. And if we have any objection to the renewed exhibit, we'd just reserve our rights.

THE COURT: Yes. We'll put a pin in 20-A and then we'll address it before --

MR. GOLD: Okay.

THE COURT: -- at a minimum, before closing.

MR. GOLD: Okay. And so with that, Your Honor, I would -- that -- we just talked about 20-A. So I would move, just so the record is clear, since we talked about the declaration, I would move to admit 20 and 20-A.

THE COURT: I'm going to put a pin in 20 as well, since all it is is attaching that. So let's just do them when they're together. And, again, there's no -- I'll allow you the ability to fix 20 and 20-A because I believe the affidavit will have to be remedied and ordered because it'll have to pulled up again.

MR. GOLD: Yes.

THE COURT: So, --

MR. GOLD: We will do that.

THE COURT: All righty. Any other exhibits?

MR. GOLD: That's it, Your Honor.

THE COURT: Okay. Oh.

MR. GOLD: Oh, wait, wait. The exhibit maven has one more.

MR. WALKER: I heard that was it, Your Honor.

MR. GOLD: Oh, oh, we'd also like to admit a document we've briefly referred to, Your Honor. Exhibit 27, which was the bond statement. While this witness said it was before his tenure, it is a public record under 803(8) of the Rules of

Evidence.

THE COURT: Any objection to the admission of Exhibit 27?

MR. WALKER: No objection, Your Honor.

THE COURT: Exhibit 27 is hereby admitted.

MR. GOLD: Thank you, Your Honor.

(Intercity Investment Properties, Inc.'s Exhibit 27 is received into evidence.)

THE COURT: All righty. Redirect? I'll let you decide amongst yourselves who goes first.

MR. WALKER: Your Honor, I just have a few questions. I'll defer to the Court whether the Court wishes to ask any questions prior to redirect. I'm happy to go now.

THE COURT: Apparently, I have a pattern.

(Laughter.)

THE COURT: I don't think I have any questions of the witness today. So, please, Mr. Walker.

MR. WALKER: Thank you, Your Honor. Eric Walker on behalf of Lifespace.

Could we pull up Exhibit 10, please? And go to the last page of that exhibit. Perfect. Thank you.

REDIRECT EXAMINATION

BY MR. WALKER:

Q Mr. Harshfield, do you see this Landlord's Exhibit 10 that has been admitted into evidence, the last page? Do you see it

on your screen?

A I do.

Q And do you see the top line, Excess Deficit of Revenue Over Expense numbers for 2022, 2021, and 2020 and 2019 that Mr. Gold asked you about on cross? Do you see that?

A I do see that.

Q Are those numbers operating revenue for the Lifespace Obligated Group?

A No. They're not.

Q What are they?

A They are, again, according to the Generally Accepted Accounting Principles, the net of revenues and expenses, both cash and noncash.

Q Thank you. Do those numbers include the net entrance fees that were received by Lifespace during those same time periods?

A They do not.

Q Do you know if Lifespace in fact did receive net entrance fees in addition to its operating revenue during these time periods?

A Yes. In fact, the number is listed several rows below that, right above the Income Available for Debt Service. You see a row right above that, it says, Entrance Fee Proceeds Less Refunds. If you look at 2022, that number is $81.6 million.

Q Thank you. So, for year 2022, this document says that, in addition to the operating revenue that the Lifespace Obligated Group received during that time period, it also received over $81 million of net entrance fees during 2022. Right?

A Correct.

Q And as you go across, for year 2021, 2020, and 2019, that shows the net positive entrance fees that Lifespace received during those time periods. Is that right?

A Correct.

Q Thank you.

MR. WALKER: Would you mind putting back up Exhibit 20-A? And if you could scroll down to the rating sensitivity section that's maybe four pages in Mr. Gold had some questions about. Right there. Perfect. Thank you.

BY MR. WALKER:

Q Do you see that, Mr. Harshfield? Exhibit 20A, 20-A, the Fitch report that Mr. Gold asked you some questions about? Do you see that in front of you?

A I do see that.

Q Okay. What is your understanding, Mr. Harshfield, as to whether Fitch said a multi-notch downgrade was likely?

A No, they did not say it was likely. They said it was possible. If you look toward the middle of the paragraph, it says, The downgrade is likely to be limited to one notch.

Q And what would a one-notch downgrade, what resulting

credit rating would Lifespace have if Fitch ultimately did instituted a one-notch downgrade? What would the credit rating be?

A It would be a BBB-.

Q Do you know if that's still considered --

A And would still be considered --

Q I'm sorry. I didn't mean to cut you off. What were you saying?

A Yes. That's okay. And that would still be considered investment-grade.

Q You beat me to it. Thank you.

I'll direct your attention, Mr. Gold asked you some questions about whether you agreed with some of Fitch's statements here. And I think he didn't complete the rest of the sentence here, where it said, "While a multi-notch downgrade to below-investment-grade is a possibility, it is not the likely outcome, given Lifespace's considerable credit strength as one of the largest and most geographically-diverse life plan community systems in the country."

Do you see that?

A Yes.

Q Do you agree that Lifespace has considerable credit strength and is one of the largest and most geographically-diverse life plan community systems in the country?

A I do agree with that statement.

Q Okay.

MR. WALKER: I have no further questions, Your Honor. Thank you.

THE COURT: Thank you, Mr. Walker.

Anything further?

MR. JOHNSON: Yes, Your Honor.

THE COURT: Mr. Johnson?

MR. JOHNSON: Very quickly, Your Honor.

RECROSS-EXAMINATION

BY MR. JOHNSON:

Q Mr. Harshfield, you were asked a few questions about a town hall meeting related to the plan solicitation process. You testified you couldn't remember when that meeting was held. Would it refresh your recollection if I told you that meeting occurred on December 16th?

A Sounds about right. A lot has happened since December 16th, but --

Q That's -- I couldn't agree more.

A I just -- yeah. I just remember that, you know, the critical gating event was that the disclosure was approved. So once that was approved, we moved forward with the town hall meeting.

Q That's all I needed.

MR. JOHNSON: Thank you, Your Honor.

THE COURT: Thank you, Mr. Johnson.

MR. GOLD: A tiny follow-up, Your Honor.

THE COURT: Mr. Gold?

MR. GOLD: Thank you.

RECROSS-EXAMINATION

BY MR. GOLD:

Q If we could refer you back, Mr. Harshfield, to Exhibit 10, again, please, which was the last page we were just looking at. They're calling that up. And I want to -- Mr. Walker referred to the Entrance Fee Proceeds Less Refunds figure, that $81.585 [million]. Do you see that?

A Correct.

Q For 2022?

A Yes.

Q Now, that doesn't say "net," does it?

A I'm sorry?

Q The word "net" is not used in the description of that line; is that correct?

A It is not, but that's what's inferred by "Less Refunds."

Q Well, what --

A That's the same as net.

Q What about up top where we have a Negative Entrance Fee Earned figure of $33,521,000?

A So, that is noncash revenue amortization.

Q So it's a noncash amortization of which figure? The $81 million? Or another number?

A It's another number.

Q What --

A Amortization of the nonrefundable portions of entrance fees.

Q And where are those -- where is that macro number? Does that appear on this page or on another financial statement? The aggregate nonrefundable?

A That would be on the -- the balance sheet, under Liabilities.

Q Even though they're nonrefundable? It's still shown as a liability?

A Correct.

Q Okay.

A That's right. Welcome to my world of accounting.

MR. GOLD: Thank you, Your Honor.

THE COURT: Thank you.

MR. GOLD: Thank you, Mr. Harshfield.

MR. WALKER: Nothing further, Your Honor. Thank you very much.

THE COURT: Okay. Thank you very much. And I appreciate your testimony today. The Court doesn't have any further questions, Mr. Harshfield. And based upon the room, that's a surprise.

THE WITNESS: All right.

THE COURT: So, again, but thank you very much for

appearing in court today. You may be excused --

THE WITNESS: Thank you, Your Honor.

THE COURT: -- from the proverbial stand.

(The witness steps down.)

THE COURT: All righty. It is 6:10. How much time do we think that we would take for Mr. Estrada? And I do appreciate how you guys have color-coordinated for Polsinelli.

MS. GREEN: It was accidental.

THE COURT: Really, really brings it into focus. I appreciate --

MR. JOHNSON: We noticed that in the lobby.

MS. GREEN: And I almost wore purple, so --

We don't think that we'll need much time at all. He's actually on WebEx waiting now.

THE COURT: Okay.

MS. GREEN: We were going to offer his direct testimony by declaration.

THE COURT: Uh-huh.

MS. GREEN: So I know there are some limited questions I understand that may be asked by ICI, but I don't anticipate any other cross-examinations. So I think we can get him worked in.

THE COURT: Well, let me check with Ms. Vandesteeg.

MS. VANDESTEEG: Ms. Green's understanding is correct. We do have very limited cross based upon Mr.

Estrada's declaration.

THE COURT: Okay. So you think we can get done by like 6:30?

MS. VANDESTEEG: Yes, ma'am.

THE COURT: Okay. Let's go. Ms. Green?

MS. GREEN: Thank you, Your Honor. Trinitee Green of Polsinelli for the Debtors.

We would like to offer the declarations, plural, of Mr. Estrada in lieu of direct testimony. They are Plan Sponsors' Exhibits 8 and 18.

THE COURT: Which were previously admitted, correct?

MS. GREEN: Correct. This is the solicitation certificate and the amended balloting report at Docket 1218.

THE COURT: All righty. Is there anyone who objects to the use of these declarations as the direct testimony of Mr. Estrada? Ms.? Have I gotten that wrong?

MS. GREEN: No.

THE COURT: Oh, okay. So, no objections? Okay. Thank you.

MS. GREEN: And so we would also, for the record, reserve the right for redirect.

THE COURT: Okay. And so what I'll do is, Mr. Estrada, if you could say, "Testing, testing," so that you appear on the screen.

MR. ESTRADA: Testing, testing.

THE COURT: And turn your camera on, please, if you can. Thank you very much, sir. All righty. If you can raise your right hand for me.

(The witness is sworn.)

THE COURT: Thank you very much. And by way of housekeeping, did you have an opportunity to review the two declarations that were filed with the Court? Specifically, your declaration dated on or about December 27, 2022 that's filed at Docket #978 and -- oh, wait, I may have gotten that wrong. Let me --

(Pause.)

THE COURT: Okay. Excuse me. So it'll be your certificate of service dated December 30, 2022 filed at 978, and then your amended certification filed on February 16, 2023 at 1218. Did you have an opportunity to review those before they were filed?

THE WITNESS: I did.

THE COURT: All right. And are they still true and correct, to the best of your knowledge?

THE WITNESS: They are.

THE COURT: Okay. Thank you very much.

Ms. Vandesteeg, whenever you have a moment.

MS. VANDESTEEG: Thank you so much. For the record, Elizabeth Vandesteeg on behalf of Intercity Investment Properties, Inc.

ANDRES ESTRADA, DEBTORS' WITNESS, SWORN

CROSS-EXAMINATION

BY MS. VANDESTEEG:

Q Hello, Mr. Estrada. A few questions for you. You are aware that the solicitation of voting was for the Plan Sponsors' third modified plan, Docket 933. Correct?

A Correct.

Q And the ballots that were received and reported as collected by KCC were also for that third modified plan. Correct?

A That's correct.

Q You are aware that the Plan Sponsors have now filed a fourth modified plan at Docket 1241, correct?

A Correct.

Q KCC has not resolicited votes for the current proposed fourth modified plan, correct?

A That's correct.

Q Are you aware of any discussion with any of the Plan Sponsors as to whether a resolicitation would be appropriate or required?

A No. No, I'm not aware.

Q And you, KCC, has not been involved in any decision as to whether a resolicitation would be appropriate or required, correct?

A That's correct. We have not been.

Q Thank you.

MS. VANDESTEEG: Nothing further.

THE COURT: Okay. Thank you very much, Ms. Vandesteeg.

MS. GREEN: We have no questions, Your Honor.

THE COURT: Okay. The Court has no further questions of Mr. Estrada, either. Thank you very much for your testimony today, sir. Appreciate it.

THE WITNESS: Of course. Thank you.

THE COURT: Thanks for waiting around with us.

(The witness steps down.)

THE COURT: All right. Okay. So, in terms of tomorrow, what are we anticipating?

MR. MCCARTIN: Your Honor, the Committee has an hour to an hour and a half of testimony.

THE COURT: Testimony? Okay.

Anything further from the Plan Sponsors or ICI for tomorrow?

MR. JOHNSON: Nothing further for the Plan Sponsors that I'm aware of, Your Honor.

THE COURT: From an evidence perspective.

MR. JOHNSON: Except, obviously, reserving for rebuttal witnesses if necessary.

THE COURT: Okay. Thank you.

Ms. Vandesteeg?

MS. VANDESTEEG: Thank you, Your Honor. ICI would plan to call Daniel Polsky --

THE COURT: Okay.

MS. VANDESTEEG: -- as a rebuttal witness tomorrow.

THE COURT: Right. Okay. All righty. So do we anticipate that the Committee's witness plus Mr. Polsky would take up the greater part of the morning and that we would close in the afternoon?

MS. VANDESTEEG: Your Honor, not knowing exactly how long everything will go, I heard counsel for the Committee say that he anticipates about an hour. I suspect that we'll have about an hour on direct with Mr. Polsky. Not knowing how long folks might want to cross on either one of those, I think it's reasonable to anticipate that the morning will be, for the most part, consumed, and maybe a little bit slosh over after lunch.

THE COURT: Okay.

MS. VANDESTEEG: But I would anticipate that thereafter folks would be ready to commence closing.

THE COURT: Okay. So let's think about closings. I know that the Committee probably has a good amount of its closing that will be directed at the fee cap. So about how long are you anticipating?

MR. MCCARTIN: I think if we take an hour, hour and a half on the testimony, our closing wouldn't need more than ten

or fifteen minutes.

THE COURT: Oh, okay. All righty. And then what about Lifespace?

MR. WALKER: I think Lifespace would like an opportunity for closing argument, but ten, fifteen minutes, --

THE COURT: Okay.

MR. WALKER: -- pretty similar to the Committee, nothing more than that.

THE COURT: All righty. And then Bay 9?

MS. WALKER: Yes. And I think we have the majority of the evidence, so I was thinking about forty minutes.

THE COURT: About forty minutes? Okay.

Debtors?

MR. JOHNSON: Four hours, Your Honor.

(Laughter.)

MR. JOHNSON: No, Your Honor. About thirty minutes, I would expect, Your Honor. And that would be as to closing. We also have the Donosky, --

THE COURT: That's what I --

MR. JOHNSON: -- which is going to be a separate universe, I guess, --

THE COURT: Exactly.

MR. JOHNSON: -- a separate small closing and separate for each side on that. I don't know if Mr. Hendricks is on the phone. But --

THE CLERK: Not anymore.

THE COURT: Not anymore. He bagged. So, essentially, for Donosky, just that issue, do we think a good total hour?

MS. GREEN: Yes, Your Honor. I don't want to speak for Mr. Hendricks, but that seems reasonable.

THE COURT: He is a man of few words. He is anything if not concise. Okay. All righty. So I'll just budget just about an hour.

Okay. Plan Sponsors?

MR. BLECK: Eighteen minutes and thirty seconds.

MR. GOLD: Only because he's --

THE COURT: Ms. Walsh, talk fast.

(Laughter.)

THE COURT: ICI?

MR. GOLD: Since it includes adequate assurance issues as well, Your Honor, I would estimate 45 minutes to an hour or something in there. Certainly, the APA helps us a little bit, so --

THE COURT: All right. Plan Sponsors, put you in what? Thirty? Forty? Or you think you can do it in eighteen?

MR. BLECK: No, twenty minutes.

THE COURT: Twenty minutes? Okay.

MR. BLECK: Twenty minutes.

THE COURT: All righty. Let's see. Okay. By my rough math, that puts us, you know, the ability to close tomorrow, with the only contingency being if, well, if the Court gets mouthy or if Mr. Polsky and the Creditors' Committee's evidence kind of flows into the second half.

Ms. Green?

MS. GREEN: One solution, if we do run into that issue, --

THE COURT: Uh-huh.

MS. GREEN: -- is the proposal would be for Chuck and I to handle the closing arguments on a separate date when the Court is available. I don't know that that's okay with him.

THE COURT: Uh-huh.

MS. GREEN: But it would certainly be okay with Debtors.

THE COURT: Okay. Look, I think that we probably have the ability to finish it tomorrow. I certainly hope so. Because, again, the Court recognizes that time is of the essence to get a ruling and things of that nature. So I do want to maximize all the time that we do have and try to get it in if possible.

So, but I do believe that's a good kind of cut point, Ms. Green, if something happens and we can't. And that's also something that we could do virtually if we had to.

Well, and this helps the Court. I was just trying to get

a good feel.

Mr. Williams, do you intend to present any closing, sir?

MR. WILLIAMS: Your Honor, I don't anticipate presenting any closing at this time. If I may reserve just a moment or two, if necessary.

THE COURT: Fair enough.

MR. WILLIAMS: Thank you.

THE COURT: Thank you.

MR. JOHNSON: I would also note for the record, Your Honor, I think the Patient Care Ombudsman was here earlier.

THE COURT: Yes. Ms. Goodman. Thank you.

MR. JOHNSON: She had reached out to me before and she said she was going to -- I think she's got just a couple sentences to say.

THE COURT: Yes. In fact, actually, we got an email, Ms. Harden did, while we were in court, and I think she had some trouble kind of hopping on.

What I may do is allow her to have her time early in the hearing tomorrow. So if she logs on at 9:30, we may hear from her first before breaking into the Committee's evidence or Mr. Polsky. All righty?

MR. JOHNSON: Thank you, Your Honor.

THE COURT: But thank you for reminding me on that. She is eminently judicious, so I don't expect a great deal of time.

All righty. Anything else, ladies and gentlemen?

All right. The Court will stand adjourned for the day, and I'll see you guys tomorrow at 9:30. I'll be on the bench for a minute.

MR. GOLD: Good evening, Your Honor. Thank you.

MS. VANDESTEEG: Thank you, Your Honor.

THE COURT: Thank you.

(Proceedings concluded at 6:22 p.m.)

--oOo--

CERTIFICATE

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

/s/ Kathy Rehling **03/08/2023**

_____ _____

Kathy Rehling, CETD-444 Date

Certified Electronic Court Transcriber

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EXHIBIT 11

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS

IN RE:	.	Case No. 22-30659-11(MVL)
	.	
	.	
NORTHWEST SENIOR HOUSING CORPORATION,	.	Earle Cabell Federal Building
	.	1100 Commerce Street
	.	Dallas, Texas 75242
	.	
Debtor.	.	Wednesday, March 8, 2023
. . . . .	.	9:34 A.M.

TRANSCRIPT OF TRIAL
BEFORE THE HONORABLE MICHELLE V. LARSON
UNITED STATES BANKRUPTCY COURT JUDGE

APPEARANCES:

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APPEARANCES CONTINUED ON NEXT PAGE.

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For the Health Care Ombudsman:	Pivot Health Law, LLC BY: SUSAN NIELSON GOODMAN, ESQ. P.O. Box 69734 Oro Valley, Arizona 85737

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FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS:

(None)

FOR INTERCITY INVESTMENT PROPERTIES, INC.:

Amended 20 Fitch Article 35 113
Amended 20-A Fitch Article 35 113

(Proceedings commenced at 9:34 a.m.)

THE CLERK: All rise. The United States Bankruptcy Court for the Northern District of Texas Dallas Division is now in session; the Honorable Michelle Larson presiding.

THE COURT: Please be seated.

Good morning, everyone. We'll go ahead and call Case Number 22-30659, Northwest Senior Housing Corporation.

I'll take appearances for the record, and I'll start with those in the courtroom.

MR. JOHNSON: Thank you, Your Honor. Jeremy Johnson and Trinitee Green from Polsinelli on behalf of the debtors.

MR. MURPHY: Your Honor, Frasher Murphy with Haynes & Boone for UMB Bank. And from the Mintz firm. Dan Bleck, Eric Blythe, Eric Blythe, and Kaitlin Walsh.

MR. SCANNELL: Good morning, Your Honor. Tom Scannell and Steve McCartin for the Committee.

MR. WALKER: Good morning, Your Honor. Eric Walker of Cooley on behalf of Lifespace Communities, Inc.

With me today is my colleague Sam Rabuck on WebEx. This morning we filed a *pro hac vice* application for him at Docket Number 1332. I know it was just filed with the Court's indulgence, should Mr. Rabuck need to participate in the hearing today, I would ask the Court's permission to do so.

THE COURT: Absolutely. Thank you so much.

MR. WALKER: Thank you very much.

MS. WALKER: Good morning, Your Honor. Adrienne Walker. I'm here with Matthew David of Locke Lord for Bay 9 Holdings.

MS. VANDESTEEG: Good morning, Your Honor. Elizabeth Vandesteeg, Eileen Sethna, and Harold Israel of Levenfeld Pearlstein, LLC; Ivan Gold of Allen Matkins; and Elizabeth Pittman of Jackson Walker on behalf of Intercity Investment Properties, Inc.

MR. WILLIAMS: Good morning, Your Honor. Benton Williams on behalf of the Estate of Patricia Adams, Pamela Siviglia, and Andrew L. Adams. Thank you.

THE COURT: Okay. Is there anyone on WebEx who would like to make an appearance? If you're on a phone, you can press --

MS. LAMBERT: Lisa Lambert for the U.S. Trustee.

Lisa Lambert for the United States Trustee.

THE COURT: Good morning.

MS. GOODMAN: Good morning, Your Honor. Susan Goodman, the health care ombudsman.

THE COURT: Good morning, Ms. Goodman. And we're going to start with you today. I understand that you have a report to give to the Court. We'll start with you today once we finish appearances and any housekeeping matters.

MS. GOODMAN: Thank you, Your Honor.

THE COURT: You're welcome.

Is there anyone else who would like to make an appearance today?

(No audible response)

THE COURT: Okay. Hearing no further appearances, are there any housekeeping matters, any matters of logistics that we need to take care of before we go to Ms. Goodman?

(No audible response)

THE COURT: All righty.

Ms. Goodman, the floor is yours.

MS. GOODMAN: Thank you, Your Honor. And I'll try to be brief.

Your Honor, this may largely be moot. I have to confess that these have been very complex lengthy hearings that largely haven't involved me. So whatever analogy you want to use, I've been on the sidelines, I've been in the back seat. And as such, I'll try to keep this brief because it may not be a big deal.

What prompted my wanting to talk to you yesterday, I engaged in my fifth site visit yesterday and, frankly, I have been extending times between site visits. My last site visit was mid-December, so we were almost three months out. This is the first time that the resident counsel, representatives, and other people have really expressed concern about the stress level being reported by residents.

And I know there was a hearing early on that I attended at least part of where there were assurances given that people weren't going to lose their homes, et cetera, et cetera. So, you know, again, I don't want to paint a "sky is falling" picture, but I do want to paint a "storm clouds are concerning me" because this is a difference from where I had been on previous site visits.

And, again, there's not a prohibition on hiring or recruiting, but imagine that, you know, fortunately the skills unit, you know, when I -- my first site visit they had 38 patients and residents. This site visit, they had more than 50. So there's, you know -- there's needs to add additional staff and certainly in the health care arena, there's certain staffing positions like certified nursing assistants or, you know, people in server/dishwasher/dietary role.

But appreciate, too, that there's this huge pause button where more so I think with the clinical staff, it's not a money issue in recruiting, but you're trying to bring people in. And, you know, as a practical matter, whatever transition is going to occur here, there's going to be different policies and procedures and different onboarding and different titles and different insurance and different pay raises. And so there's this kind of this pause button going on.

And I was trying to think of a good analogy. And maybe because I'm not at the level of all the esteemed

professionals in this case of understanding all the ins and outs of, you know, the protected litigation. It's as though that I am in the back seat of a car and we're going through the tunnel and we all know it's good luck to hold your breath when you're in the tunnel until you get to light on the other side of the tunnel.

And I just want you to know that there's me and 106 people in the tunnel, and we're out of breath. And so if you have questions for me, you know, I know there's a distinct challenge in my role because I'm clinical. I'm clinically-focused. I'm operationally-focused. You guys are in a whole different mindset. So the courts will often say to me, Ms. Goodman, our patients safe or unsafe, you know, is it -- it feels -- I know it feels to you like it's this line between safe and unsafe.

It feels like a zone for me, and I guess I just want to say I don't like the direction I feel like the zone is moving. But, no, there's -- I mean, you know, patients are being taken care of, people are being fed. And I'm really not wanting to add any fuel to whatever fight is here that I don't pretend to completely understand. But I do want to have a way to communicate that this was my first visit where I'm like I've got some concerns.

So I'll leave it at that. Do you have questions for me, Your Honor?

THE COURT: I don't think that I have any questions. I mean, obviously, I've been reading your reports, and I always trust that if there is a concern, you would bring it to the Court. And I certainly appreciate this one.

I can only imagine -- I mean I've done -- I did restructuring for many many years before taking the bench, and I know just at the employee level, at the customer level, it is very disconcerting to be in limbo, so to speak. And I certainly can only imagine when this is your home and we've had a lot of press. We've obviously had a lot of litigation here.

It is the Court's intention to rule just as quickly as we can when we conclude confirmation which hopefully will conclude today in terms of closing arguments. And whether it be because we have a DIP that matures, whether it be because -- I recognize that there are regulatory approvals that have to be had, and those take at least 30 to 45 days. And I'm aware of other cases where sometimes that gets extended.

Or whether it be the people factor which is the most important factor of all. Whether it because these are the residents, they are the ones that pay the bills. Or whether it's just because I'm a human and at the end of the day, you want to do what's right by people.

So I do intend to rule just as quickly as I can giving it the time that it takes to give credence to all of the various parties and the time that they've put into their legal

arguments.

And so all I can say is from the judge, if they're looking for anything from me, that I hope to move as quickly as possible so that they do have -- that the direction doesn't seem as rudderless, which I'm sure that sometimes it does when everyone just kind of sees litigation.

So I hope that we can get to a conclusion soon, and that's the Court's intention. I don't know, depending on if we finish today, if I can promise a date. But I certainly hope that I can get something out next week. I just don't know that I'll be able to get something out fulsome and written versus one of those times where everybody gets to dial in and listen to me talk.

So in any event, I appreciate --

MS. GOODMAN: Yeah. And --

THE COURT: I appreciate what you're saying. I take it to heart that you took the time to come here today. And it's certainly disconcerting that the stress level is rising, and I think that all that I can do is try to rule as quickly as possible.

MS. GOODMAN: Yes. And forgive me, I'm constantly bounded by HIPAA, and there's certain fact patterns that it would not be appropriate to discuss. But I think if there are any assurances surrounding -- confirming that people aren't going to lose their home, and maybe those assurances don't

exist today.

Again, this has been a case that's different from many of the others that I have appeared on in a CCRC. But I think much of the stress level is still the feeling that they could be given notice and essentially be evicted from their home. So to the extent that there's any of those assurances that can be reiterated, I think that would be helpful.

If this does -- I mean, you know, again, I will certainly file my report. And if this does seem like it's going to linger further, I'll go ahead and visit sooner than I would have planned on, you know, prior to feeling like there's a lot of moving parts with this last visit.

So I appreciate your time. And with your permission, I won't stay on for -- I think if I had attended all these hearings, my ombudsman rate would be four times what I'm trying to pace it at. So with your permission, if no one has any questions for me, I'd like to be dismissed.

THE COURT: Okay. Is there anyone that has any questions of Ms. Goodman today?

(No audible response)

THE COURT: Okay. No one in the courtroom.

Again, I can't thank you enough, Ms. Goodman, for appearing. And, no, please -- there's going to be a lot of legal talk today. You literally have more important things to do. So thank you so much.

(Pause)

THE COURT: She's going to go off and do health and welfare people stuff. There we go.

All righty. When we broke yesterday, I believe that we had some evidence that was going to be put on by the Committee as well as rebuttal expert in the way of Mr. Polsky on behalf of ICI. Is there anything new and unexpected?

MR. MCCARTIN: Your Honor?

THE COURT: Yes.

MR. MCCARTIN: Excuse me, Steve McCartin on behalf of the Committee.

The landlord has asked that we switch up the order. If Mr. Polsky could go first, he's got something this afternoon.

THE COURT: Fair enough.

MR. MCCARTIN: If that's all right with the Court.

THE COURT: Fair enough. Works for me.

Any issues on behalf of the plan sponsors or anything with going a little out of order?

(No audible response)

THE COURT: Okay.

So are you prepared to call Mr. Polsky?

MS. VANDESTEEG: I am, Your Honor.

THE COURT: Okay. Shall I grab your exhibits?

MS. VANDESTEEG: Yes, please, Your Honor.

And ICI would like to call Daniel Polsky.

THE COURT: Please have a seat, Mr. Polsky.

Nice to see you again, sir.

MR. POLSKY: Nice to see you, as well.

DANIEL POLSKY, ICI'S WITNESS, SWORN

THE COURT: Okay. Thank you so much.

I've got your exhibit binders, Ms. Vandesteeg. If we move to any other exhibits, just let me know so I can retool.

MS. VANDESTEEG: Thank you, Your Honor.

And I should have approached the witness bench before Mr. Polsky took it. May I approach to --

THE COURT: Of course.

MS. VANDESTEEG: -- give him the exhibits?

THE COURT: Of course.

(Pause)

DIRECT EXAMINATION

BY MS. VANDESTEEG:

Q Good morning, Mr. Polsky. Welcome back.

A Thank you. Good morning.

Q Seeing as how we've already gone over your qualifications previously, I think we can skip most of that today.

But suffice it to say, you have a substantial number of years of experience in the senior living and CCRC industry. Correct?

A Yes. Approximately two weeks more than I did the last

time I testified.
Q And you typically are acting in a financial advisory or chief restructuring officer-type role in connection with your engagements in this industry. Correct?
A That's correct.
Q And you've represented debtors.
A Yes.
Q Correct?
A Yes.
Q And committees?
A Forty-three creditors committees, I believe.
Q Did any of those cases involve settlement of litigation?
A Many. Many of those cases.
Q In your experience, do settlements typically involve the resolution of claims or causes of action between parties?
A Yes. That's the essence of the nature of a settlement.
Q In your experience, have you ever seen a settlement where one party had not identified those claims or causes of action against the other?
A I don't recall any.
Q Are you familiar with the Lifespace settlement and contribution agreement related to the plan in this case?
A Yes.
Q To your knowledge, what is the purpose of that settlement agreement?

A It's several things, one of which is to fund the residents' trust so the residents can receive repayment of their refundable entrance fees. Second feature is to provide $16.5 million in the form of a payment to the bondholders. And the third item is for Lifespace to receive a release from those parties.

Q What is your understanding for how Lifespace intends to fund its settlement contributions?

A Up until yesterday, my belief was that it was going to come straight from a bond offering that Lifespace would issue in the municipal bond market.

As of yesterday, it appears that an alternative mechanism is being considered which is for Lifespace to use its own unrestricted cash to make those payments.

Q What is the first payment that will become due under the Lifespace settlement agreement?

A That would be a confirmation, an effective date payment of approximately $52 million.

Q Who does that payment go to?

A That payment goes to the residents' trust.

Q And what about that bondholder payment that you referenced?

A The $16.5 million would go directly to the bondholders.

Q you were here in court yesterday during Mr. Harshfield's testimony. Right?

A Yes.
Q And you heard Mr. Harshfield testify yesterday that Lifespace had approximately 188 million in unrestricted cash and investments as of 12/31/22. Correct?
A That's what I heard, yes.
Q Can you take a look at ICI Exhibit 10?
Do you know where -- do you recall where Mr. Harshfield got that $188 million number from?
A Well, I'm sure he knows it from a number of sources, but the source that is listed here happens to be in the middle of the last page of this document which is entitled "Obligated Group Selected Historical Financial Information."
Q And where on this document do we see that 188 million?
A It's under the December 31st, 2022 column. It's the first line under the section entitled "Cash To Debt." And it's entitled "Unrestricted Cash and Investments" with a parenthetical A. And it's the first entry; 188,338,000.
Q You also heard from Mr. Harshfield yesterday that he believes the obligated group has approximately 90 million available in free cash before any of the obligated groups' covenants under its indenture agreements are triggered. Correct?
A That's what I heard him say, yes.
Q Do you agree with that analysis?
A I don't think that's accurate.

Q Why not?

A Well, I mean there are several reasons, the first of which involves, if you scroll this page to the bottom, there's a reference to a certain amount of cash that is related to the Florida operating and renewal and replacement reserve funds, which is part of the $188 million.

We don't know how much that is. Mr. Harshfield apparently did not know how much that was. I believe it's material enough to be listed here as an item. He said it was not in the tens of millions of dollars, but he didn't say how many millions of dollars it was. If it's not in the tens of millions of dollars, I would have to make an assumption as to how much this represents.

Ten of millions would normally be at least two tens of millions or twenty million. He said tens in plural, so I'm not really sure what he meant by that. But if it's not tens of millions and not even ten million, let's assume for an example that maybe the number is eight million. So the 188 would be reduced by that 8 million. That's only 180 million would be available.

Q Do you know what the indenture agreement requirements are that could be triggered without sufficient cash on hand?

A So there's a covenant default built into the master trust indenture. I believe that it is 120 days cash on hand is the threshold trigger point.

Q How do we know what 120 days cash on hand looks like?
A It's a calculation that does a lookback at a measurement date. In the particular instance here, you would look at the December 31st numbers which would be for this purpose $811,000 of daily expenses times 120 days.
Q Where do we see daily expenses?
A That is in the -- a little further down in the cash-to-debt section. There's underneath department operating expenses and so forth, you see daily expenses. And it's reflected as $811,000 per day for the 2022 measurement period.
So if you take that number and you multiply it by 120 to get the 120-day threshold, it calculates out to about 97 or 98 million dollars.
Q The daily expenses line appears to be increasing over time from 2019 to 2020, 2020 to '21, and 2021 to 2022. Why do you think that is?
A Well, it's increased every year probably for a number of reasons, some of which includes growth in Lifespace's business, some of it may be certainly in the more recent periods inflation-driven as well as growth and other factors.
Q So taking all of these numbers that you see here together, why is it that you think that Mr. Harshfield's analysis that he has 90 million of available cash on hand before any covenants are triggered is incorrect?
A Well, the first part of our discussion reduced that 90

million of availability to $82 million based on the example. And if you were to extrapolate some increase from this trend line going forward because we're in a very highly inflationary period, as well as Lifespace intentions to grow their business, this $811,000 number on a daily basis is very likely to increase in 2023 such that it could be as high as maybe $900,000 per day this year.

If you were to then take 120 days times $900,000, you are going to get a number of approximately $108 million. So 120 days means something different in each year.

If you were then to take the difference between 180 million and the 108 million dollars, the free cash is approximately $72 million which is substantially less than the $90 million that Mr. Harshfield discussed yesterday.

Q Regardless of whether it's 72 million or 90 million available before any covenants are triggered, do you think it would be a prudent business decision to pay 69 million in cash out of those funds?

A I personally would find it to be highly questionable if not absolutely irresponsible to use 40 percent of your entire cash for this particular purpose.

Q What do you mean by this particular purpose?

A To fund the -- the settlement agreement.

Q Looking at the top of this exhibit, and specifically at that top line of excess deficit of revenues over expenses, did

you also hear from Mr. Harshfield yesterday that it was his belief that this negative $86,480,000 is not actually what Lifespace lost in 2022?

A If you turn to the profit and loss page of this document.

Q Is this the page that you're referencing?

A It is.

Q And what is it on this page that you want to point out to us?

A In addition to the $86,480,000 of reported loss which is the deficit of revenues over expenses from continuing operations, there's also a line item below which is contributions to Lifespace Communities, Inc. of $22.2 million, resulting in an aggregate loss of $108.7 million for the year, not the 86 million.

Q Twenty-two million dollars more?

A Yes.

Q Well, didn't Mr. Harshfield testify yesterday that that number might be misleading because it includes non-cash expenses?

A It does. It includes depreciation and amortization which are non-cash items. So approximately perhaps 60 or 65 million dollars' worth of non-cash items within that P&L structure.

Q So how do you think that impacts then what the actual losses were?

A Well, the actual losses from a profitability standpoint

are as they reported. I think the key consideration is that Lifespace is in an investment period. They are spending according to their own reported information approximately over the last five years 167 percent of depreciation in terms of capital spending.

Q How do we know that?

A It's reported in this document.

Q Can you point us where?

A I don't have the page marked, but --

Q What if you take a look at Page 15 of 18 if you're looking at the bottom numbers?

A The first full paragraph on that page presents a statement that relates to the five-year historical view to assess capital expenditures. And the five-year historical ratio for the obligated group at December 31st of '21 is 167 percent which is higher than the range, the range being 70 percent to 130 percent which is a typical range for replacement capital as it relates to depreciation.

THE COURT: And where are you pointing to, Mr. Polsky?

THE WITNESS: This is the first full paragraph on Page 15 of 18 --

THE COURT: Okay.

THE WITNESS: -- in the exhibit.

THE COURT: Yes, thank you. I always follow on

paper. I was following on the screen this one time.

Thank you.

BY MS. VANDESTEEG:

Q Mr. Polsky, did you also hear yesterday from Mr. Harshfield testimony about the obligated groups' negative net worth as of 12/31/22?

A Yes.

Q And can you point us again to where those numbers are within this document?

A So that is on the balance sheet. It covers two pages. These particular pages are not marked with page numbers on the bottom.

THE COURT: I've got it.

THE WITNESS: But they're towards the beginning of the document.

BY MS. VANDESTEEG:

Q Is this the first of the two pages?

A Yes, it is.

Q And what does this tell us?

A The sum total of assets at December 31st of '22 is approximately $1.2 billion.

Q And liabilities on the next page?

A The liabilities on the next page reflect that there are approximately $1.5 billion of liabilities.

Q What would the financial impact of either adding $100

million in bond debt or paying 69 million in cash have on this balance sheet?

A In either case, they're either taking cash and using it for a third-party purpose or they're borrowing money and then taking the cash and using it for that third-party purpose for the settlements and so forth.

In either instance, it would exacerbate the negative net-asset position and make it worse. So, for example, if they raised $100 million and spent $100 million, the $300 million deficit would go to a $400 million deficit.

Q Mr. Polsky, when we were here together last in connection with adequate assurance, you spent some time talking about the longhill projections. Do you recall that?

A Yes.

Q And what is it that we were talking about when we were talking about the longhill projections?

A Well, we covered a lot of ground on the longhill projections. But I think if you're referring to the impact of the Lifespace settlement and contribution payments with respect to the residents and their attitudes.

Q So that's exactly where I wanted to go.

Based upon your recollection of Mr. Lawlor's testimony and the longhill projections, do you think that those projections would be negatively impacted if Lifespace did not make the payments as required under the settlement agreement?

MS. WALKER: Objection, Your Honor. This goes directly to the sale and the adequate assurance hearing. I don't understand how this is a plan matter. I think he's bringing in and having a second bite at the apple, and I think that that date has passed.

MS. VANDESTEEG: Your Honor, this is exactly where we were stopped at adequate assurance because the Court found that this line of questioning went toward confirmation issues as to what the residents' potential thoughts may be on a go-forward basis. All I'm trying to do is pick up where we were stopped last time, Your Honor.

MS. WALKER: Your Honor, that question was asked at the time of the sale. He asked about the projections. Mr. Lawlor gave us his direct testimony. It wasn't baked into their projections, and we're just trying to get a second bite at that apple.

THE COURT: I'm going to overrule the objection. I think that there was a pin put in the adequate assurance testimony as it applied to confirmation issues. I think that we've now had the witness testify at length about the residents' trust and the contribution to the bondholders.

So I'm going to allow the testimony today. Thank you.

THE WITNESS: It's hard to assess what the impact would be. I can tell you it would not be a positive impact.

As to what negative impacts would be experienced, it could be a range of things. People may decide to leave. People may decide to withhold rent. Some people may actually run out of money along the way. It's very hard to understand what the implications are.

I am pretty sure that there are not going to be positive implications.

BY MS. VANDESTEEG:

Q And when we were here last week, you were talking about your personal expectations and what you would be thinking about in determining what kind of a residence you would want to move into. Correct?

A Yes. But not for another 20 years or so.

But the circumstances of what you're asking about here given the termination date of the lease in 2054, I previously testified that my believe is that regardless of what model is employed, under these circumstances, there's a high probability of failure at some point prior to the expiration of the lease.

Q Is there a solution for that?

A Not as long as the lease is in effect.

Q So would your thinking and analysis be the same if the lease were no longer in effect?

A If the lease was no longer in effect and the facility could run to perpetuity, then, yes, my conclusion would be different.

Q What would your conclusion be then?
A That it could be a sustainable model on a go-forward basis to perpetuity.
Q But that only happens without that ground lease, right?
A Correct.
Q Going back to the contribution and settlement and your listening in on Mr. Harshfield's testimony yesterday, what is your understanding as to why the bondholders are being paid the 16-5 under the settlement agreement?
A I'm not exactly sure I can answer that question.
Q Why not?
A There doesn't appear to be any particular claims by the bondholders against Lifespace or causes of action for which a settlement or payment would be required, necessary, or explainable.

MS. VANDESTEEG: No further questions from me. Thank you.

THE COURT: Thank you very much, Ms. Vandesteeg.

All right. Cross-examination?

MR. WALKER: Good morning again, Your Honor.

Eric Walker on behalf of Lifespace Communities.

CROSS-EXAMINATION

BY MR. WALKER:
Q Good morning, Mr. Polsky.
A Good morning, Mr. Walker. How are you?

Q I'm well. How are you?
A Good.
Q Mr. Polsky, have you ever been a CRO of a CCRC?
A Not of a CCRC.
Q Okay.
MR. WALKER: Could we pull up Exhibit 10 again, whoever the master of the exhibits are?
And go to that last page of Exhibit 10, Landlord Exhibit 10.
BY MR. WALKER:
Q Mr. Polsky, you heard Mr. Harshfield's testimony yesterday regarding Lifespace's financials. Correct?
A Yes.
Q Okay. And there were some questions regarding the first number on this Exhibit 10, the last page of this Exhibit 10, the excess parenthetical deficit of revenues over expenses where in 2022, it says a little over $86 million negative, right? Do you recall that?
A Yes.
Q And you recall Mr. Harshfield's testimony that that was reflecting the operating expenses of the Lifespace Communities. Correct?
A Well, I think it reflects the line item that appears on the P&L.
Q Right. And if you drop down, you heard Mr. Harshfield's

testimony yesterday regarding the net entrance fee revenues that Lifespace collected in that same period. Correct?

A Yes.

Q And how that number is a little over $81 million as shown right towards, right above the income available for debt service line. do you see that, 81.5 million?

A Which page are we on now?

Q The last page of Landlord Exhibit 10.

A I'm just looking for the number.

Q It's --

THE COURT: It's immediately above the subtotal underlined.

THE WITNESS: Okay. I see that now.

BY MR. WALKER:

Q And you recall that that number reflects the net entrance fees revenue that Lifespace collected in 2022. Correct?

A Yes.

Q And that amount is in addition to the operating revenue and expenses that's reflected in the top of that column --

A It's one --

Q -- the $86 million loss. Correct?

A Yes. It's one of about a dozen modifications to that number to drive to an ending cash balance.

Q Mr. Polsky, you understand that many of the Lifespace Communities are entrance-fee life care communities. Correct?

A Yes.
Q And you're familiar with that model, right, based on your experience in the industry?
A Yes.
Q Okay. And you understand that Lifespace receives entrance fees from new residents who move into those communities. Correct?
A Yes.
Q And Lifespace also accrues contingent entrance fee refund liabilities relating to those new residence. Right?
A Yes.
MR. WALKER: And if we could go to the balance sheet on this same exhibit that we were looking at just a moment ago.
Could we go to the liability section, please?
BY MR. WALKER:
Q And you see on the balance sheet that there is a little over half a billion, over $500 million of contingent entrance fee refunds that are on the balance sheet. Right?
A Yes.
Q Okay.
MR. WALKER: And if we could scroll up to the assets.
BY MR. WALKER:
Q There is no entry on the asset portion of the balance sheet reflecting future entrance fees that Lifespace can expect to collect from new residents that move in. Right?

A It would not be appropriate under GAAP accounting.
Q Yeah. You understand that Lifespace reasonably expects that they're going to be collecting a significant amount of entrance, new entrance fees from the residents as they move into those communities, right?
A It's part of the business model, yes.
Q Thank you.
Mr. Polsky, have you talked to any of the residents at the Edgemere?
A No, I have not.
Q Do you know what their attitudes are regarding the Lifespace settlement and contribution?
A I would think that they would be extremely excited to receive it.
Q But you haven't talked to any of them, right?
A No.
Q So your testimony today about how you think residents would react to the Lifespace settlement and contribution agreement depending on what might happen in the future, that's just pure speculation on your part, right?
A Well, I think it's educated speculation on my part.
Q But you haven't talked to any residents to really know how they feel about it, right?
A No. I've spoken to residents in other facilities, but I haven't spoken to residents in this one.

MR. WALKER: That's all the questions I have, Your Honor. Thank you.

THE COURT: Thank you, Mr. Walker.

MR. JOHNSON: No cross from the debtors, Your Honor.

THE COURT: Okay. Thank you, Mr. Johnson.

MR. JOHNSON: They still --

THE COURT: Yes.

MR. JOHNSON: -- remain, plan sponsors are still --

THE COURT: Understood.

(Pause)

MS. WALSH: No questions from the initial plan sponsors, Your Honor.

THE COURT: Okay, thank you, Ms. Walsh.

Does anyone else wish to cross-examination Mr. Polsky before?

(No audible response)

THE COURT: Okay. Just one moment.

(Pause)

THE COURT: Okay. The Court doesn't have any questions.

Any redirect, Ms. Vandesteeg?

MS. VANDESTEEG: Very briefly. Thank you.

REDIRECT EXAMINATION

BY MS. VANDESTEEG:

Q Mr. Polsky, were you here in the courtroom when the

patient care ombudsman, Ms. Goodman, gave her report just earlier this morning?

A Yes, I was.

Q And what was the overall nature of the concerns that she raised?

MR. WALKER: Your Honor, I object to this line of questioning. I think it's outside the scope of my cross, so I don't understand how it's appropriate for redirect.

BY MS. VANDESTEEG:

Q Did Ms. Goodman just provide us with a report as to resident concerns at the Edgemere?

MR. WALKER: Same objection, Your Honor.

THE COURT: I think same objection. I'm waiting for your response to the objection.

MS. VANDESTEEG: It goes -- oh, I'm sorry, Your Honor. It goes directly to the "how does he know," how does he have any personal knowledge of what the residents might be feeling and we just received that earlier this morning, Your Honor.

THE COURT: I'll overrule the objection.

MS. VANDESTEEG: Thank you.

BY MS. VANDESTEEG:

Q Go ahead, Mr. Polsky.

A It's consistent with my understanding in this situation and consistent with my prior experience.

Q How is it consistent?

A That elderly people living in CCRCs going through this kind of a circumstance experience significant anxiety which can have adverse health effects as well as upset people in various other ways.

MS. VANDESTEEG: Thank you, Your Honor.

Thank you.

THE COURT: Thank you, Ms. Vandesteeg

Any further cross?

MR. WALKER: Not from Lifespace, Your Honor. Thank you.

THE COURT: Okay, thank you.

MS. VANDESTEEG: We would release the witness.

THE COURT: All righty. Thank you very much for your testimony, Mr. Polsky. I hope you can make it to your next gig.

MR. POLSKY: Thank you.

(Witness excused)

THE COURT: All right. If there's not any further evidence from the plan proponents, I think we'd be prepared to move to the Committee portion. Does anyone need a break before we reshuffle?

MS. PITTMAN: Briefly, Your Honor. Just 30 seconds.

THE COURT: Yes.

MS. PITTMAN: Elizabeth Pittman with Jackson Walker

on behalf of ICI. Before we moved on to the UCC, I did just want to clarify a piece of evidence from the adequate assurance part of the hearing.

After discussing with counsel for Bay 9 regarding the three remaining objections in the Kyle DeHenau deposition transcript --

THE COURT: Right.

MS. PITTMAN: -- both parties have decided to just waive those three objections.

THE COURT: Okay. Yes, I reviewed them, as well. I think we're all good. Reviewed all of them.

MS. PITTMAN: And in Amended Exhibit 20 and 20-A regarding the Fitch article, we also discussed with counsel for Lifespace and they approved the new PDF of the Fitch article and that was uploaded on to the docket this morning.

THE COURT: Okay. All righty. We'll print that out.

Based on the new 20-A, Mr. Walker, do you have any further issues? I don't assume we want to recall Mr. Harshfield for that purpose?

MR. WALKER: (No audible response)

THE COURT: Okay. I think the Court can read it.

MR. WALKER: I was told to speak into the microphone this time. Yeah, no issues from Lifespace. We've reviewed it. We've confirmed it's a complete copy, so we don't have any objection to --

THE COURT: Okay.

MR. WALKER: -- the admission.

THE COURT: Thank you, Mr. Walker.

Ms. Vandesteeg?

MS. VANDESTEEG: Good morning, Your Honor.

One other housekeeping point to raise, we did connect with counsel for the debtor after the hearing yesterday with a further update with respect to Terracon and the roof. We have relayed to the debtor team that te roof expert believes that those mod-bit (phonetic) tears were in the light well near the cooling tower. So we've given that information to Mr. Johnson and hopefully that will provide them with additional guidance as to where to go to locate the tear from that photograph from July 2022.

THE COURT: All righty. Excellent.

MR. JOHNSON: Just to further update that update, Your Honor, real time here from about an hour ago, we forwarded that information from ICI through Terracon through ICI yesterday. They found the tear this morning. They're fixing it. So thank you, Your Honor.

THE COURT: I half expect a picture of a selfie with a guy with a tear.

(Laughter)

MR. JOHNSON: Putting band-aids on it (indiscernible).

THE COURT: Exactly. I don't mean to joke, but it's still a little funny.

All righty. Okay. So I'm ready for the Committee when you are.

MR. SCANNELL: Thank you, Judge. The Committee calls Steve McCartin.

THE COURT: Please feel free to take a seat, Mr. McCartin. Obviously, you're an officer of the Court, and I'll dispense with the oath.

MR. MCCARTIN: Thank you, Your Honor.

MR. SCANNELL: Possibly the smallest binder in the case.

THE COURT: You know, Mr. Hendricks wins for purple, and you win for smallest so there you go. Bay 9 tried, but you beat them this time.

MR. SCANNELL: Well, they had a lot more to cover.

We can swear Mr. -- oh, did we --

THE COURT: No, no, no. I'll dispense with -- see, you're questioning his -- okay, I see that.

(Laughter)

MR. SCANNELL: Well, after having spent ten years as his associate, Judge, I think --

THE COURT: It was a close call for me, too, but --

MR. SCANNELL: -- that's a valid concern.

THE COURT: Please proceed.

MR. SCANNELL: Thank you, Judge.

DIRECT EXAMINATION

BY MR. SCANNELL:

Q Mr. McCartin, for the record, can you please state your full name and briefly describe your educational background?

A Excuse me. Steve McCartin. I received an undergraduate degree from the School of Business Indiana University and a law degree from Indiana University in 1980.

Q And can you briefly describe your professional experience?

A I've specialized in complex business bankruptcy proceedings for -- since then, basically.

THE COURT: Mr. McCartin, can you pull the mic a little closer?

THE WITNESS: Oh, sure. Sorry, Your Honor.

THE COURT: Thank you.

THE WITNESS: I've specialized in business, complex business bankruptcy proceedings since 1980.

BY MR. SCANNELL:

Q And for the record, what was your role in these bankruptcy proceedings?

A Foley & Lardner was retained as counsel for the Official Unsecured Creditors Committee, and I was lead counsel.

Q Did the Committee investigate and analyze the estate's potential claims against Lifespace?

A We did.

Q Can you describe generally the potential Lifespace claims?

A I can.

We -- we divide the potential claims against Lifespace in the proceedings as -- in two buckets. One would be what we considered to be estate causes of action, and the second would be direct causes of action by individual residents. We analyze the estate's causes of action. We did not analyze any direct causes of action that individual residents may or may not have.

With regard to the estate's causes of action, that can be generally described I think as a breach of contract claim. The claims would arise from the affiliation agreement in 2019. In that affiliation agreement, you know, I'll summarize for the record, but the claim would be that Lifespace agreed to assume the obligations of Edgemere to the residents for the entrance fee refund claims. There were provisions or a specific provision in the affiliation agreement where Lifespace agreed to honor the Edgemere entrance fee refund claims.

In addition to the affiliation agreement, there were two EMMA filings. One was on the date that the affiliation agreement was signed; one was on the date that the affiliation agreement was closed. And both of those public filings expressly stated that Lifespace had assumed all refund obligations of Edgemere to the resident existing at that time. And that I think becomes important because that was in 2019.

We've done a little bit of due diligence. We don't have an exact number, but it's our understanding that the refund claims existing at the time of the affiliation agreement closing and which still remain outstanding are approximately $100 million. As the Court knows and the parties have talked about quite often, the current refund claims are approximately $145 million. So there's a difference in the amount that the purported claim would assume they would allege that Lifespace assumed at about $100 million versus the $145 million that's outstanding today.

Q Are you aware of Lifespace's position on those claims?

A Yeah. I mean we -- we believe that those claims are highly disputed and that Lifespace can and would point to other provisions of the affiliation agreement that limit Lifespace's assumption of liabilities to a particular amount that would not be anywhere near this amount of claim.

So we -- we view it as a highly disputed cause of action or claim, a viable cause of action but certainly not a slam dunk. Certainly, it would be a hard-fought liability claim.

Q And, Mr. McCartin, did you on behalf of the Committee review the viability of the potential claims of the estate against Lifespace in connection with your determination of a fair and reasonable settlement value on those claims?

A Yeah. The Committee made a determination as to the viability of the claim and the difficulty of the claim, the

uncertainty of the claim in determining how to negotiate a settlement what the Committee would accept or believe would be a fair settlement to -- to reach and recommend to the constituents.

Q Did you negotiate the terms of the Lifespace settlement incorporated into the fourth amended plan subject to this confirmation hearing?

A I did along with Erle Nye who's chairman of the Creditors Committee. He and I negotiated with Mr. Jantzen, Jesse Jantzen who's in charge of Lifespace as well as Eric Walker, attorney for Lifespace.

Q Is the first amended and restated settlement and contribution agreement included as Committee's Exhibit 2 a true and correct copy of what we're referring to here today as the Lifespace settlement, as amended?

A It is. It's -- there was an original settlement and contribution agreement reached and executed earlier with -- and then there were some objections by former residents at the disclosure statement hearing and some issues were raised. We negotiated a resolution of those issues and then rolled them into an amended and restated settlement agreement along with other tweaks to tighten up the terms of the settlement. But this is -- Exhibit 2 is a true and correct copy of the fully executed current settlement agreement.

Q Does the Committee support the approval of a Lifespace

settlement and believe it to be fair and equitable, reasonable, and in the best interest of the estates?

A It does.

Q What did the Committee consider to make that determination?

A In reaching -- in reaching that conclusion, the Committee took a number of things into consideration. Of course, you know, we looked at the -- at the particular facts. We did -- we did an analysis of the facts. We did an analysis of what we thought were the applicable law. We factored in our estimate of the probability of success, taking into consideration the uncertainty of any litigation.

We -- we looked at the complexity of the litigation and the duration of the litigation. We looked at the cost of these claims. We factored in the anxiety of the residents that we believed protracted litigation would cause if we as a Committee elected not to settle and, instead, supported a plan that preserved those causes of action that would be pursued post-confirmation.

We factored in that the residents would -- that would be very unsettling, we thought, for the residents to -- to have that open-ended litigation for years to come. And then, lastly, but not least, we factored in our other options throughout the bankruptcy proceeding. We didn't look at the settlement of the Lifespace claims in a vacuum.

We really early on identified two simultaneous goals in the bankruptcy proceeding, and one was of course to maximize the dividend to unsecured creditors but, also, to preserve the financial health of the ongoing operations of Edgemere to protect the health and welfare of the residents.

We weren't just looking solely for a big dividend and ignoring the fact that it was important to the creditors that Edgemere survive and can operate in a financially healthy way, so that the residents weren't, again, afraid of, as Ms. Goodman testified to earlier, losing their home, having to move. That's very traumatic on seniors.

Q You mentioned the Committee's other options in this case. It may be helpful to step through the evolution of these proceedings. If you could turn to Tab 1 with me in the Committee's binder.

A Right.

Q So let's first discuss the landlord litigation.

It looks like the debtors filed this bankruptcy and the landlord litigation on April 14th of 2022. Is that correct?

A I think that's right.

And this kind of goes into the analysis of our options and that really evolved chronologically over time as we were looking for the best and the most reasonable settlement of the claims and baking that into our plan options.

Very early on in the case, as soon as -- really as

soon as the Committee was appointed, Mr. Jantzen and the debtors communicated to the Committee that it was their goal to assume the residency agreement and to honor the entrance fee obligations in a go-forward restructured, reorganized Edgemere. We -- Mr. Jantzen informed us early on along with, of course, our financial advisor and industry experts that in summary, it would be very difficult to, if not impossible, to assume the residency agreements unless Edgemere could continue as a refundable entrance fee model.

Some people have called it the legal Ponzi, but it's basically it's difficult to repay old refunds unless you're obtaining new entrance fees from new residents and the cycle continues. And that was -- and that continuing and entrance fee model, a refundable entrance fee model was difficult if not impossible continuing to operate Edgemere under the existing lease because it has a termination and can't go on into perpetuity, as plenty of people have testified.

So it was explained to us very early on by the debtor that it was their goal of assuming the residency agreement and honoring the refunds but that they would need to have a substantial modification to the lease in order to do that and that's what they hoped to acquire through the landlord litigation. So that's how the landlord litigation fit within our options.

At that point in time, we didn't know, and the debtor

hadn't defined exactly what kind of modifications or what kind of relief it needed in the landlord litigation to be able to do that. That wasn't quantified yet. Those were general goals and a general what we called a litigation path.

Q Was the Committee concerned about the debtor's ability to achieve those goals on the litigation path?

A Yeah. We looked at the litigation and had a number of concerns.

One was timing. As the Court knows, there was a DIP loan approved with milestones in the DIP loan that, you know, basically required the litigation to be fully tried and won and a plan of reorganization filed and confirmed by the end of the year. The DIP loan also matured on 12/31. So our first major concern that we communicated immediately to the debtor was we weren't sure they could get the litigation fully tried and won before they ran out of money.

We had no assurance at that time that the lenders -- the DIP lender would extend the DIP or increase the DIP amount for any delays. The debtor assured us that they could try it within that period of time, that they had asked and obtained from the Court an expedited trial schedule before the Court. So that was one concern.

And we also were concerned about what we thought was extraordinary relief requested in the landlord litigation. The relief being asked for appeared extraordinary and not common in

those kind of proceedings. So based on that, we -- we communicated our concern but told the debtor we knew we had not, the debtor had not seen the results of discovery yet and that we would keep an open mind but we were insistent that the parties work on a worse-case scenario Plan B what if it didn't go as planned, what if the litigation didn't go as planned, what if it couldn't be tried in time or the estate ran out of money.

We wanted to protect the health and welfare of the residents. Again, we had two goals, you know, maximize dividend but also protect the operations. And so we had urged all parties to work with us to develop what we called a safety net worse-case scenario Plan B while the debtor was marching down the litigation path.

Q So, again, in the context of looking at this timeline and evaluating what the Committee's options were and getting a return for the residents, what happened next? What was the next step within that context?

A So that was our formulated position and the debtor's position April, early May that we were talking about this. We then went the next three, three and a half months where the debtor pursued the landlord litigation. We continued our best efforts to develop a Plan B.

That wasn't going well for a number of reasons. One, the landlord didn't want to talk to us about a Plan B for fear of

litigation claims without permission of the parties, the main constituents, or court authority. We weren't -- the parties did not want to get their permission of the other constituents in the case for the landlord to talk with us. We filed a motion with the Court and eventually the parties agreed that we could -- that the landlord could talk to us without fear of litigation.

We needed the debtor's cooperation to develop the Plan B. We needed data. We needed help from FTI and the debtor. Initially, the debtor indicated they would do that, that they would help us. But when it really, you know, came time to roll up our sleeves, the debtor decided that that -- that they didn't want to pursue that because that would send the wrong message to the landlord or indicate some weakness possibly in the landlord litigation to try to develop an alternative plan, if you would.

So that really took us through probably early August. The debtor, as I mentioned, had some milestones and deadlines under the DIP loan to file a plan. So on August 3rd, the debtor filed its proposed plan of reorganization, what we'd referred to as the litigation plan.

Q Can you generally describe that plan for us?

A Yeah. And we referred to that kind of as our option one. As I talked about earlier, we were evaluating our options as we went along which informed us or helped inform us about what was

available and what a reasonable settlement would be.

And so what I consider option one was the debtor's litigation plan. And it -- you know, it followed what they had expressed to us at the beginning of the case. It proposed to continue a refundable entrance fee model at Edgemere, at reorganized Edgemere. It proposed to assume the residency agreements and honor the deposits, the entrance fee refund claims.

It proposed to settle all Lifespace litigation claims of the estate in exchange for Lifespace's sponsorship of that plan. Lifespace was in that plan proposed to contribute $13.5 million of new cash to reorganized Edgemere. It was going to provide a $6 million liquidity support agreement, and it was going to provide waivers or deferrals of substantial management fees that Lifespace had accrued and would charge in the future.

It proposed to raise 30 million of new capital by new bonds, issuing new bonds for the reorganized debtor. It proposed to exchange -- issue new bonds of about $93 million and exchange those for the $110 million it owed the bondholders pre-petition. So it had a -- it provided for about $123 million of debt on reorganized Edgemere coming out of bankruptcy.

And all of this continuing the entrance fee model, assuming our residency agreements, honoring our refunds, raising that kind of money, new money, you know, hundred --

aggregate the 30 and the 93, about $123 million worth of debt was all subject to and conditioned upon winning the landlord litigation.

And for the first time --

MS. SIRI: Sorry, would you say that again?

(Laughter)

THE WITNESS: Not me this time.

I think that I'm being critiqued by Siri.

(Laughter)

BY MR. SCANNELL:

Q Could you indeed say that again?

A For the first time -- so this was again August 3rd. For the first time, winning the landlord litigation was defined. The plan was subject to and conditioned upon a successful outcome. A successful outcome in summary was analyzed by the Committee as requiring an economic win and having a value of abut $114 million.

So a substantial, what we considered to be a huge win was as a condition precedent in the landlord litigation. That's a big-picture summary of that plan.

Q Thank you.

What did the Committee think about that litigation plan?

A Again, we had serious concerns that -- I mean, first, we loved the part about assuming the residency agreements and honoring the refunds. That was awesome. We, of course, as I

said, always had two goals, not only get the highest dividend but also having a financially healthy reorganized Edgemere. We were concerned with, again, timing, that litigation had to be tried quickly. We were concerned with the probability of success, winning that large of a victory.

And we were concerned with the cost of the litigation, both the administration fees for the estate that we saw were accruing in pursuing the litigation as well as if things didn't go well, what the cure might or might not end up being. We knew the landlord would allege that it was entitled to reimbursement of it fees in defending the lawsuit.

We were very concerned with the size of the leverage of reorganized debtor. 123 million dollars; worth of debt we considered to be substantial for reorganized debtor and really didn't view it a de-leveraging, using this bankruptcy proceeding to de-leverage the company, Edgemere at all.

So we weren't too excited about that plan.

Q Well, given those concerns, you had mentioned earlier a Plan B. By this point, what progress had the Committee made on working with the debtor and landlord and other constituents in the case to formulate a Plan B?

A Yeah. Again, as I've said, we were making really no progress on a Plan B. And we believed the debtors -- with regard to timing of the litigation, we believed the debtor was getting bogged down in discovery disputes, not unpredictable

but when you're picking on someone like the landlord with the landlord's financial resources. But it appeared the litigation, while, you know, the original plan was to stay on a schedule, get it tried by the end of the year, it appeared that that was being substantially bogged down in discovery disputes.

Q Did the Committee reach out to the landlord to pursue a potential Plan B?

A Again, we had previously and that had really not worked out.

Right after the debtor filed the plan on I think August 3rd, a week later or the next week, the debtor then filed a motion to extend exclusivity.

And at that time, the debtor then announced to the case, the parties, and the Court that it couldn't try the landlord litigation by December 31st and that it needed -- it wanted to reschedule that I think for February, the trial for February. I think the landlord objected and said really April would be the earliest that landlord thought it should be tried.

So the debtor asked for an extension of exclusivity and was simultaneously asking the DIP lender to extend the maturity of the DIP from December 31st to a later time and the debtor needed an additional $6 million in DIP financing to finance the case and primarily really the litigation path past December 31st.

Q What did the Committee do in response to that motion?

A Well, by then, we had completely lost confidence in the debtor's strategy and the litigation path, the litigation plan for all of those reasons. And we believed it was important that the exclusivity be terminated and the parties be able to file competing plans, open it up for other ideas and other plans.

So the Committee felt like the debtor had a failed strategy, and we wanted exclusivity opened up for anyone to file a plan. And so we opposed the motion to extend exclusivity. And by then, it became even more apparent because the landlord -- or, I'm sorry, the DIP lender had announced that it did not intend to extend the DIP and loan the debtor another $6 million to finance that litigation path. So the bondholders also and the DIP lender joined us in opposing the extension of exclusivity.

Q And are you aware of how the Court ruled on that proceeding?

A Yeah. On October 13th, the Court entered an order in essence terminating exclusivity as of December -- or, I'm sorry, October 27th, so we -- on the 13th, we knew exclusivity was going to be terminated at that time.

Q With that ruling, what steps did the Committee take to explore or to continue exploring those Plan B options?

A Really not Plan B. Plan B we considered to be the safety net worse-case scenario. That had fallen by the wayside. We

were now trying to figure out an alternative to Plan A, or I call it plan one, the option one. the debtor's original litigation path plan or litigation plan.

So the Committee immediately initiated conversations with both the bondholders and Lifespace. The bondholders were interested in filing a joint plan with the Committee, and we began exploring that and simultaneously started exploring a Lifespace sponsored plan, a plan that Lifespace would be involved in and sponsor. So those were going on at the same time.

Q And did the bondholders end up filing a plan?

A Yeah. The bondholder's plan was basically what we call a sale plan, and we considered that to be option number two for the Committee and something that we negotiated seriously.

THE COURT: Ms. Walsh?

MS. WALSH: Your Honor, we object to relevance. This line of questioning has absolutely nothing to do with the plan that we are here to confirm today.

MR. SCANNELL: Your Honor, the relevance of this line of questioning has to do with the context and how we go to where we are today. It's impossible to understand fully why the settlement proposed under this plan is a good deal to the Committee without knowing all of the other options available to the Committee and how we got to where we are today.

Under 9019, we need a record to approve the

settlement, and that's what we're trying to do today.

MS. WALSH: Mr. McCartin already testified regarding the settlement. The history of the case is something that we've lived through and does not need to be rehashed here now.

(Laughter)

MR. SCANNELL: If that context is helpful to Your Honor, we're happy to provide it, again, part of the record. I think it's relevant to understand the other alternatives that were available to the Committee.

THE COURT: I do believe that you've laid the foundation to establish the various factors that the Court would need for a 9019 as it applies to the residents' litigation and the residents' trust under the plan, for example.

Why don't we fast forward to the case that -- and, obviously, from the Court's perspective, I certainly appreciate the walkthrough of what was happening outside of the courtroom. I think I have a good idea of what was happening. But there are certainly things that don't happen in here that happen out there.

So why don't we fast forward to that which is the crux of the Committee's objections. Again, anything with the 9019 factors I want you to be able to make your record. Just from the basis of the testimony thus far, I think that we've probably hit on everything that the Committee did to get

comfortable with the settlement that was made.

So why don't we get to the part where we're dealing with the plan issues.

MR. SCANNELL: Let's talk about the settlement itself.

THE COURT: Perfect.

BY MR. SCANNELL:

Q So, Mr. McCartin, fast forwarding now to the settlement, spoiler alert, the Committee ultimately did reach a settlement with Lifespace. Correct?

A It did.

Q Can you please turn with me to Tab 2 in the Committee's binder?

A Okay.

Q And can you generally describe the settlement for the Court?

A Yeah. The Committee had filed a joint plan, a competing plan to the bondholders originally proposed sale plan. The Committee had filed a joint plan with the debtor initially that contained a proposed settlement and a reorganization of the debtor. And that plan provided for Edgemere to continue forward with a modified entrance fee model. It was a model with a lower entrance fee amount but nonrefundable. And that plan contained a proposed settlement with Lifespace, and that was -- that provided the Committee a 20 percent in cash on the

effective date and 20 percent five year after the effective date.

After that was filed, within a couple of weeks, Lifespace said that they had a market study and didn't believe the market would support that kind of a model. And we, therefore, said if that plan's not going to work, we should negotiate a compromise of settlement directly with Lifespace outside of a reorganization plan.

So Mr. Nye and I did that, started those negotiations with Mr. Jantzen and Mr. Walker in mid-November, early to mid-November and that kind of went up through Thanksgiving.

And to explain that settlement, for the record, we divide it into really two areas to describe. One would be the contributions, and one would be the distributions. We would form a residence trust and the participating residents would become beneficiaries. We didn't know who would participate in that settlement since we had an opt-out provision. We always anticipated an opt-out option for residents.

So the contributions -- Lifespace had agreed to settle by making contributions to that trust in an amount equal to the allowed refund claims of the residents in this case. That is approximately $143 million. We negotiated that that would be spread, th $143 million of contributions would be spread over 18 year and in annual amounts that were arrived at by an actuarial study and an actuarial report which predicted when

residents would vacate the facility in which year and how much their refunds would aggregate in each year.

So that's how we came up with the contribution schedule spread over the 18 years.

Q Turning to the contribution schedule, if you can turn with me to the last page of Exhibit 2, it's entitled "Lifespace Trust Contribution Schedule."

A Yeah. And as I said, we spread the contributions over 18 year. The first column would be what I was talking about before. That's -- the first column is the refund amounts based on the timing of the actuary when residents will be vacating the facility. As you can see, that here adds up to about $142 million.

We had -- we discovered after we negotiated this schedule that we'd inadvertently left off three residents and that three residents' refunds would be about a million-five. And so we fixed that with Footnote 1 in the amended schedule. So with that million-five, it's about 143-5 in total refunds.

Lifespace had agreed and wanted to be able to provide contributions in the full amount of the allowed refund claims so that the trust could distribute to the residents the full amount of their refund claims when they became due under the settlement agreement. And, of course, if the trust had to pay its own expenses out of those contributions, that might not allow us to pay 100 percent of the refund claim.

So we negotiated and Lifespace agreed to contribute an additional million-five for expenses. Expenses aren't limited to a million-five. They could be less; they could be more. But that was the negotiated contribution to the trust to cover expenses. And we just spread those per capita, you know, equally in each year. And that then, you know, ends up with our aggregate annual contributions that would be made by Lifespace.

So those are -- that's the source of funds, if you will. The -- I guess we should talk about the -- how those contributions may or may not be paid or deferred, I guess.

Q Sure. Are these firm obligations and payment commitment dates?

A The settlement agreement provides that the first two required payments are not subject to any financial conditions. They are firm promises to pay on the effective date in 2024. And so those amounts are firm.

Starting in 2025 and thereafter, Lifespace can defer any portion of the annual payment that would cause its daily cash on hand to drop below 250. And so the testimony earlier I heard people were saying could defer the payment, and that's not exactly true. You can only defer the portion of the payment that would require it to drop below 250 days cash on hand.

That can only be deferred for two years. That deferral is

only allowed for a maximum of two years. And the deferred amount would then be due in year three unless any portion of that payment would cause a default under the Lifespace master trust indenture, basically its loan agreements with its bondholders. If so, then the payment -- any portion of the payment that would cause a default could then be deferred until the payment would not cause the default.

We believe that's a lower standard. The first deferral of two years is 250 days cash on hand with a maximum of a two-year deferral. And the third year, it has to be paid. Any deferred payment has to be paid unless it would trigger a default under the master trust indenture. And we believe those -- that's a lower bar.

For example, I think Mr. Polsky testified today, and it's our understanding, it's an event of default under their master trust indenture if their daily cash on hand drops below 120, 120 days, not 250 days. So it's a -- hopefully, it's a lower bar for a default under their master trust indenture than it would be the 250 days that allows the first two-year deferral.

So they're not firm unconditional obligations to pay. There are conditions.

Q So we've covered the contributions. I'd like to discuss the distributions now. Can you explain how funds are to be distributed to participating residents?

A Yeah. To really understand the distribution to residents,

we start with dividing the refund claims into four categories or four buckets. We have former residents who no longer live at the facility. And former resident claims divide into subcategories. One would be former residents whose units have been re-occupied or re-leased already. And one would be former residents whose units have not been re-leased or re-occupied.

Then with current residents, we have current residents who have their deposits in escrow because they moved in after Edgemere started escrowing resident deposits, I think, maybe September of 2021. And then we have current residents whose money is not in escrow. I think there are 24 current residents whose money is in escrow, about $16 million.

Those people are under the plan getting a refund of their escrowed money from the escrow, not from the residents' trust. So they're not taking care of in the residents' trust. The current residents who don't have money escrowed will look to the resident trust for their distributions, and that's the bulk. There's 220 of them, we think, with approximately $105 million worth of refund claims. That becomes important in how the trust gets administered later.

The distributions were -- the settlement agreement was crafted with an attempt to resemble the pre-bankruptcy residency agreement scheme for refunds. And so this is where the settlement agreement gets a little more complex. And we define what's called a refund trigger date, and that's the date

that the refund is triggered and will be paid from the trust.

For example, generally, it's when a resident vacates the community, either by death or moving out, and that resident's unit is re-leased and if the trust has sufficient funds after reserves to make that payment to make a distribution, then that resident would be entitled to a distribution.

At the disclosure statement hearing, some former residents objected and said one of those elements of when the unit is released was, you know, outside the control of the residents, they were concerned it would -- that there would be reasons why their units weren't released for some period of time. So we negotiated a resolution of those concerns.

And now for former residents, residents who have already moved out, their refund trigger date is the earlier of when their unit is re-leased but no later -- no later than October of 2025. There's an outside deadline of when their refund is triggered and then they would be due a refund if the trust has sufficient cash after reserves to make the payment.

For current residents -- that was former residents, they have a definitive date. For former residents, it's when their unit -- it's the earlier of when their unit is re-leased or three year from when they vacated the facility. And so current residents, they have a deadline, also, for when they would get their money back.

Q Under the settlement agreement, are you familiar with the

concept of a life-care subsidy?

A Yes.

There has been incorporated into the settlement and the distribution scheme from the residents' trust what we've been referring to as a life-care subsidy, we define as a life-care subsidy. It was meant to resemble, not mirror, not exactly duplicate what we call life-care benefits under existing residency agreements.

And under existing resident agreements, there are certain life-care benefits that we tried to incorporate something similar to that into the settlement agreement. Again, we thought it would be more acceptable to the residents and resemble what they've had before the current agreements are rejected. And, you know, I think of that as an advance on their refund.

So before they move out, before they vacate, before there's a refund trigger date, there's a way to get an advance from the trust which is a, you know, a credit against their eventual refund amount.

For current residents, one category that we have are certain current residents of Edgemere are already receiving life-care benefits from Edgemere. And we didn't want to cut that off. So the trust provides that if someone is a current resident and you're getting a life-care benefit, the resident trust will provide that same reimbursement of what you're

getting now economically.

If someone's in an assisted-living unit that it -- well, let me state it another way. If someone was in an independent living unit that they were paying $8,000 for and they moved into a higher level of care, an assisted-living unit, and that unit cost $10,000 a month, and they're currently getting only being charged 8 because they're getting a $2,000 life-care benefit so they're in a $10,000 unit only paying 8, that's a $2,000 benefit.

Those people getting current benefits would be reimbursed from the trust the same dollar amount of that benefit they're getting now which would again be a credit against or a setoff against their ultimate refund. I'm told that that's not a huge number. We've done some due diligence, and it looks like that's -- the residents receiving current life-care benefits is about a million-two is our information, a year.

Then we have another category of life-care subsidy which would be if you're currently in an independent living facility and you need to move to a higher level of care, assisted living or nursing facility or memory care, and the resident requests the trust to provide it a reimbursement for any increased costs for moving to the higher level of care, then the trust will do that as an advance or a credit against their ultimate refund.

And then there's a third category and general category of indigent residents. If a resident that lives at Edgemere

becomes indigent and can prove to the satisfaction of the trustee that that resident can't afford any portion of their cost of being at Edgemere, they can apply for an advance of their refund in order to pay and stay at Edgemere.

Now these are three general descriptions. There's a lot of different iterations of what can happen, and so we've built into the residents' trust a flexibility discretion for the board and the trustee to fulfill the spirit and intent of this life-care subsidy. But they're really advances against refunds is really what it is.

Q Now the way these distributions have been structured, is there the potential for a queue to build up?

A There is.

As I've said, we basically have established the contributions based on projections of when people will vacate. Well, they could vacate a lot faster than projected, and that would cause the contributions maybe not to catch up with the -- with the refund trigger dates that were coming up. So that would be one way the trust might not have enough money to pay the refund distributions.

We -- another way would be the trust -- you know, that Lifespace could defer -- well, could, A, default on a payment o defer a payment under the conditions of the settlement and that might cause the trust not to have as much money as it needs to keep up with the refund trigger obligations.

So, you know, we -- realizing that this could happen, we have built into the structure of the trust that no refund is due unless the trust had sufficient cash after adequate reserves for both projected expenses and life-care subsidy payments. We don't -- you know, they come first. We don't want to run out of life-care subsidy payments for people that are living there.

And if it's true that we can't -- that the trust doesn't have the funds, then the residents get in line, they get in a queue and they get paid when the trust does have the money in the chronological order that their refund trigger date occurred. So they could be in a queue, yes.

Q All right. So now that we've got our hands around the settlement, let's talk just logistically how the settlement was to be approved. What mechanism did we use to propose, approve, and get these proposed releases of the debtors and hundreds of residents to be obtained by the Court?

A Yeah. The mechanics of proposing the settlement, we -- as I said, we had a joint plan filed between the Creditors Committee and the debtors that became what we called the Lifespace-sponsored plan that became unworkable or, you know, we were withdrawing because of market condition.

You know, Lifespace of course wanted to get a release for these contributions and this settlement. Lifespace wanted not only a release from the estate but releases from individual

residents also from any and all causes of action they might have, any direct causes of action. That really the most efficient way to do that was through a plan of reorganization where residents were provided an opportunity to opt out or otherwise they would be deemed to give releases of their claims to participate in the trust.

To be able to get money out of the trust, they had to not opt out and provide Lifespace with the releases of a plan. We didn't have a plan. Our joint plan with the debtor didn't work any longer, so Lifespace approached the bondholders to ask for permission to roll the Lifespace settlement into the bondholders' sale plan. And that again now we're at Thanksgiving, over Thanksgiving of last year.

And that's what I think a lot of people have testified about that in exchange for a Lifespace settlement of $16.5 million to the bondholders, the bondholders agreed to allow the Lifespace settlement to be incorporated into their plan that allowed a mechanism to propose the plan to all the 400 residents, former and current residents, and a mechanism for Lifespace to obtain the releases they needed under the settlement.

So that -- that merged plan was then filed I think December 6th right after Thanksgiving.

Q Did you or the Committee have anything to do with the negotiations between Lifespace and the bondholders to include

settlement in the plan?

A We were -- we were not involved at all in those discussions and the arrangement, the deal reached between Lifespace and the bondholders that allowed -- in which the bondholders agreed to amend their plan to incorporate the Lifespace settlement.

And, you know, just for the record, that became a joint plan proposed by the bondholders and the debtors. But Lifespace negotiated rolling the settlement into that plan, yes.

Q Was the Committee or its professionals ever asked to approve the $16.5 million payment to have the settlement rolled into the plan?

A No. We weren't involved in those discussions. I mean we -- I'm sorry, restate your question. I was thinking of something else.

Q Yeah. Was the Committee or its professionals ever asked to approve the $16.5 million payment to have the settlement incorporated into the plan?

A No, we weren't. We weren't involved in those negotiations. We don't -- we weren't involved in how they arranged -- arrived at those numbers.

Q Was the Committee or its professionals ever asked to approve fee cap that got put into the plan?

A Yeah. The original bondholder sale plan filed originally

had a Section 2.2 that provided for the payment of all allowed administrative expense claims including allowed professional fees with no cap.

When the -- when the amended bondholder plan was being filed that incorporated the settlement, there was a modification to Section 2.2 which imposed a $1.5-million fee cap for estate professionals incurred on or after December 1st, 2022 through the effective date. That --

Q But you weren't part of the negotiations to include that?

A No. We -- we were not. We were -- we were informed of that -- of the discussion of a fee cap before the plan was filed.

I think Mr. Walker copied me on a string of emails where they were negotiating the deal to roll the settlement into the end of the bondholders' plan. But we -- we were never part of those negotiations, nor did we consent to any terms of the -- of those -- of that deal.

Q Are you aware of the debtor or Polsinelli participating in those discussions?

A My understanding is they were not materially involved in any of those discussions.

Q Mr. McCartin, has the Committee agreed to a fee cap in this case?

A We -- immediately upon learning of a discussion of a fee cap even before the plan was filed, the current proposed plan

was filed on December 6th, we informed the parties that the Committee had not and would not agree to a fee cap and, in fact, provided that communication to at least the debtors before the plan was filed I think on December 1st. So we knew.

Again, the discussions were going on over Thanksgiving. By December 1st, we'd heard about it. We'd been copied on the emails, and we provided in writing notice that we didn't agree to that fee cap.

Q Can you turn with me to Committee's Exhibit 3?

A Yes.

Q Is this the email you're referring to?

A It is, where I was being asked for a fee estimate for the new DIP budget, and I mentioned that's the period that we knew Lifespace and the bondholders to talk about a fee cap and that we didn't agree to a fee cap.

Q And this is before the bondholder sale plan got filed. Correct?

A Right. The plan didn't get filed until the 6th.

Q All right. Did it end there?

A It is. Section 2.2 does have a fee cap.

Q Oh, I'm sorry. Did it end there? So what happened next?

A Oh, well, the bondholder amended plan, joint plan with the debtors was filed on December 6th.

Q And is that the -- this email that you sent on December 1st, is that the last time you voiced your opposition to the

fee cap?

A No. After the plan was filed and it included the fee cap, I notified -- I communicated to the parties numerous times that we did not agree to a fee cap and, in fact, sent many emails reiterating that we didn't want any confusion. We did not consent to the fee cap.

Q Can you turn with me to Committee's Exhibit 5?

A Yeah. Exhibit 5 is part of -- is really part of a email string that goes along with what's the email behind Exhibit 6. But, again, now we're -- you know, now we're in early January, and I'm once again informing the parties that we object to the cap.

Q Did it continue?

A We --

Q Did your discussion on this topic continue?

A We had some -- I had some email correspondence with one of the plan proponents, Mr. Johnson, for the debtors, in which I reiterated again in January that we didn't agree to a fee cap. He responded that he -- it was his understanding that we had agreed. I responded I didn't know -- "I don't know why you think that. For the record, let's clear it up. I never have, and haven't. The Committee nor its professionals were agreeing they're consenting to a fee cap."

We then -- we filed very early on well before the deadline for objections to the plan, we wanted to get on a more formal

record that we did not agree to the fee cap. So we filed a limited objection to the plan I guess on January 11th just to get on the record and let all the parties know that we weren't consenting to that. We read 1129(a)(9) as requiring allowed professional fees, administrative expenses to be paid unless the parties consent. And we wanted to be absolutely on record that we were not consenting.

Q Is that the only thing the Committee filed to voice its objection?

A Well, we also filed an objection to the DIP, the extended DIP loan, because it seemed to be starting to implement that cap in the budget team. So we filed an objection to it, also, and in that objection pointed out that we weren't agreeing to a cap.

Q Can you turn with me to Committee's Exhibit 10?

A Yes.

Q And is this the last exchange you had on this topic?

A Certainly an email. I don't know if it was the last. We had been talking about it every day for a few weeks now.

But, yeah, on February 16th, the attorney -- one of the attorneys for the bondholders asked -- we were providing some input into the amended plan language. And we didn't mark up Section 2.2, and he was responding does this mean you no longer object to the fee cap. And I responded, no, I just thought marking it up would be a waste of time because I understood

they weren't changing it.

Q Mr. McCartin, did the Committee sent a solicitation letter to the creditors in this case in support of a Chapter 11 plan?

A We did.

Q And so I'm confused. Help me understand how you can send a letter recommending support of the plan, yet you object to a provision of it. How do those two -- how do you reconcile those two?

A Yeah. I mean we clearly support the settlement agreement incorporated into the plan. And we clearly support the sale to Bay 9. What we didn't support was what we thought was an improper attempt by plan proponents to modify the requirements of the Bankruptcy Code for confirmation of a plan.

We didn't want to get into that kind of detail with our solicitation letter. This has been a very complex, very confusing, high-anxiety case for the residents. And we wanted to -- and quite honestly, the plan and disclosure statement we think are difficult to understand. For a layman, it's hard to parse through and understand what's going on.

So we really wanted to provide a solicitation letter that, A, provided a simple general summary of the plan provisions that we thought would communicate important information to the residents, and we didn't want to jump that up with a bunch of legal arguments, if you would. So we elected to send the solicitation letter urging our constituents to vote for the

plan and we would just rely on our -- our limited objection and 1129(a) requirements to hopefully fix 2.2.

Q And just to be clear, you are not asking the Court to allow your fees today. Are you?

A No. No. We're only asking that 1129(a)(9) be complied with.

Q And, finally, turning back to the settlement, does the Committee believe the Lifespace settlement is fair and equitable, reasonable, and in the best interest of creditors?

A We do.

Q Is this true even with the possibility that Lifespace could defer payments to the trust?

A Yeah. I mean that's a good point, and we've heard some arguments about that.

The settlement agreement is effective -- the settlement agreement is subject to and conditioned upon the plan becoming effective, being confirmed and becoming effective. It is not subject to and conditioned upon the $52.5 million effective date payment being made to the residents' trust.

The plan -- the settlement can become effective with confirmation of the plan and the effective date of the plan. And if Lifespace defaults on the effective date payment or any payment thereafter, the resident trust has under the plan the authority to enforce the settlement terms and would have a lawsuit against Lifespace.

Q Why would you not require that effective date payment to be a condition to the effectiveness of the settlement?

A Well, we currently have -- before the settlement, we have a highly-disputed claim against Lifespace. The estate owns a highly-disputed, unliquidated claim against the estate that if not settled would be subject to heated defense, expensive defense, and it would take quite a bit of time to work its way through the Court to liquidate liability, to take it from a disputed unliquidated claim and establish liability.

This settlement agreement does that. We have now taken the estate causes of action and what could be dozens if not a hundred resident claims against Lifespace and we've compromised and settled those. We've provided releases in exchange for what we think is very valuable consideration, and that would be Lifespace's agreement to affix liability of the $145 million to the trust. That has huge value to us.

We still have collectibility issues, and we certainly understand that there could be defaults, there could be deferrals of payment. But we think that we -- we want the settlement agreement effective because we accomplish quite a bit in the settlement agreement and we -- you know, it's not a condition precedent to the effectiveness of the releases or the settlement that that first payment be made.

Q And ultimately, Mr. McCartin, considering your prior testimony on the history of the case, all of the alternatives

available to the Committee and to the creditors in this case, do you believe this settlement represents the best return to creditors in this case?

A Yeah. And I think that couldn't be clearer from, quite honestly, the debtors -- the Committee filed a joint plan, proposed a joint plan along with the debtors, what we call the Lifespace-sponsored plan in which we agreed to be the proponent of a plan that provided to settle the Lifespace claims in exchange for significant Lifespace financial contributions to the reorganized debtor which would allow the reorganized debtor to pay a dividend of 40 cents to residents, 20 percent in cash on the effective date, 20 percent in five years.

That 20 percent in five years had some risk, of course. That's five years off. When it -- when that plan didn't work, we failed upward, if you will. When we left that plan and we then went into negotiations, we went from 40 cents to 100 cents. Now we went 100 cents over 18 years is not a shorter period of time, but a substantially better result we believe for the residents which I would like to say was due to the -- you know, the Committee's, you know, lawyers.

But it had a lot to do with Lifespace made we think a business decision to step up and had -- I take Mr. Jantzen at his word that he wanted to honor the refund obligations to residents. But we think it's also -- it wasn't altruistic. I think we thought it was in Lifespace's best interest, also.

They run a lot of other CCRCs. They have a lot of other refundable entrance fee models. And it would not, in our opinion, have been good for business if there was a lot of litigation and negative publicity about Edgemere residents getting stiffed for their entrance fees.

So it really those -- all those factors came together that provided us with what we believe will be 100 percent recovery of entrance fee refunds.

MR. SCANNELL: Your Honor, I reserve the right for any redirect that may be necessary, but I'll pass the witness at this time.

THE COURT: Thank you very much, Mr. Scannell.

MR. SCANNELL: Thank you, Judge.

THE COURT: Is there cross-examination?

Mr. Blythe.

MR. BLYTHE: Good afternoon, Your Honor.

Eric Blythe on behalf of the bond trustee.

CROSS-EXAMINATION

BY MR. BLYTHE:

Q Good afternoon, Mr. McCartin. How are you?

A Not yet afternoon.

(Laughter)

BY MR. BLYTHE:

Q So this keeps on getting me because --

A Eastern Time.

Q -- my computer still says 12:30, so you know, good morning.

I want to take you back to November of 2022 which is I think about 30 years in this case. Two competing plans at that time, correct?

A Correct.

Q There is the bond trustee's sale plan, and then there is the UCC debtor Lifespace plan. Correct?

A Correct.

Q And you said a moment ago that under the UCC debtor Lifespace plan that residents were going to receive about 20 percent of their refund claim on the effective date and then 20 percent in five years. Correct?

A I think, yeah, that's my memory of that provision.

Q And Lifespace ultimately determined that that plan would not work. Correct?

A Yes.

Q Now you also mentioned that during that time, you were having negotiations with Lifespace about otherwise resolving the resident refund claims. Correct?

A Well, they were -- we had our plan, our joint plan, which I call the Lifespace sponsored plan. It's when Lifespace came to us and said they had obtained the results of a market study and they had serious concerns about whether the market would accept their modified entrance fee non-refundable model that

allowed that plan to -- to work, that the market wouldn't be open to that, it may not work in the marketplace and said -- so that plan's not going to work but don't leave the table, let's talk about a settlement, nevertheless.

So they were kind of sequential.

Q Uh-huh.

A Not at the same time.

Q And you did ultimately reach a settlement outside of the confines of the UCC debtor Lifespace plan?

A Right.

Q Correct?

A Right.

Q And the bond trustee wasn't involved in the negotiations of that settlement, correct?

A No, sir.

Q And I think you testified that Lifespace determined it needed a release to implement that settlement, correct?

A Yes.

Q And I also think you testified that Lifespace thought the best way to accomplish that was to roll the settlement into the bond trustee's plan?

A That's my understanding.

Q So on November 25th, you may recall, the day after Thanksgiving, we had a joint call between the Committee, the debtors, Lifespace, and the bond trustee. Do you remember that

call?
A I don't. You can refresh my memory. I mean we had a lot of calls, but --
Q That was the global call or the call where we discussed the global resolution whereby Lifespace would, as we just testified, roll the settlement into the bond trustee's plan?
A I don't recall the call. I'm not saying we didn't have it, but I'm sorry.
Q Do you recall an email from Mr. Walker, Lifespace's counsel, around the time of Thanksgiving that summarized the global resolution that would ultimately be incorporated into the plan?
A I do. It's -- I don't think that's the correct description the way I read the email. It was an email chain that he had -- apparently there had been -- the day before Thanksgiving, I think, the email chain started.

And I -- the way I read the email chain was a summary of the proposed deal. When I say deal, the proposed agreement to allow Lifespace to roll this settlement into your plan, the bondholder plan. My memory was it started with what -- an email from you summarizing what the bondholders would be willing to do.

And that email, if my memory is correct, proposed that the bondholders would agree that the estate would be responsible for the first million-five of these professional claims we're

talking about and that Lifespace would be on the hook for the next million-five of professional claims after December 1st. Then I remember that Mr. Walker responded to that with an email that said this is what Lifespace would agree to do, that for the first time I was copied on. So that's how I got the thread.

And in that email, the way I read it was thank you for your offer, but here's what we'd be willing to do. And then that email said cap the fees at a million-five, but it had -- did not have Lifespace agreeing to pay the next million-five. So as I read it, it didn't appear that you guys came to an agreement on how to treat this issue.

And so the next thing I saw was that plan that got filed only provided for a cap of a million-five paid by the estate but not a second million-five being picked up by Lifespace.

Q So you just referenced two emails, one from me and then one from Mr. Walker. Do you remember having a call in between those two emails?

A I don't. I'm sorry. I refreshed my memory before these hearings. I thought your email started the day before Thanksgiving on the 24th, and Mr. Walker's email that he copied me on was the day after Thanksgiving on the 26th. But I actually had to ask him to send me that email to refresh my memory, because I couldn't remember it.

Q Do you recall that that email began with: "To follow up on

the call earlier today"?
A I do recall that.
Q So one would presume that there was a call before Mr. Walker's email of that day on November 6th (sic)?
A Yeah. But I just don't know if I was on it. But you -- you're saying I was. I don't -- I just don't recall it. I'm sorry.
Q Okay. Do you believe any member of the committee representing the committee was on that call?
A If I wasn't, I can't imagine who would have been.
Q So you don't recall today whether you were on any global call between Lifespace, the bond trustee, the debtors discussing the initial global resolution to roll the Lifespace settlement into the bondholder plan?
A Yeah. As I said, I may have been on one or more or -- calls. I just don't recall this call you're talking about.
Q But you were copied on the November 26th email that detailed the global resolution from Mr. Walker?
A I was.
Q And that email explained that the Lifespace UCC resident settlement would be incorporated into this -- into the plan?
A Yeah. They were the terms that you guys were negotiating with -- I always viewed it as the cost of the entry into your plan. Because you guys had your sale plan, and you were farther along.

Q And it included the $16.5 million Lifespace contribution?
A It did.
Q It included the $1.5 million cap on estate professional fees?
A It did.
Q And you were copied on that email?
A Yes.
Q Now, you mentioned on direct that you notified the debtor that you objected to the fee cap in writing?
A Yes.
Q Prior to the filing of the first amended plan, did you ever object to the bond trustee with regard to the fee cap?
A You know, I went back and looked at that December 1st email. Well, let me start with a lot was going on over Thanksgiving with regard to our joint plan failing. Not failing. Being withdrawn, pivoting into a direct conversation to settle with Lifespace which was, you know, pretty difficult negotiation over that Thanksgiving holiday or up to that Thanksgiving holiday.

So I can't remember all the conversations we had. As I said in one of my emails to Mr. Johnson, as I've expressed numerous times, we're not agreeing to this, I think I expressed every time someone talked to me about it. I don't recall the bondholders -- any of you guys consulting me with regard to this term. I think it was just something you and Lifespace

talked about and stuck in your term sheets, and I wasn't advised nor consulted about it.

Q So you don't recall objecting to the bond trustee to the inclusion of the fee cap in the first amended plan?

A You know, I can't remember ever -- I can't say, yeah, on December 2nd I called you and said heck no, heck no, I'm not doing it. I just remember -- well, I don't remember. I went back and looked at my emails, and I see that the first time I provided my objection in writing was December 1st. And I think that looked like it was only to Mr. Johnson and Ms. Green -- Attorney Green. It didn't look like you were on that particular email.

Q And between November 25th and December 6th, the parties worked on amending the first -- the bondholder plan that was on file to incorporate the global resolution, correct?

A Sure. It got amended, so I'm sure that -- I don't know what you mean by the parties. I was -- yeah, I wasn't really -- you guys really weren't consulting me on your plan.

Q So the first amended plan and disclosure statement were filed on December 6th?

A Yes.

Q And the committee is a plan supporter under that plan, correct?

A I don't know what that means. You guys listed it as a plan supporter. We didn't object to that, because we do

recommend and support the plan.
Q But plan supporter is a defined term in the first amended plan, correct?
A Well, you said it was Lifespace and the committee. But, yeah, we didn't -- we don't dispute that we supported it. No one --
Q You are listed as a --
A No one called us and said may we list you as a plan supporter. It just appeared, and we didn't object to it.
Q You reviewed drafts of the first amended plan before it was filed, correct?
A I'm sure I did, but I don't recall. But I'm sure I did.
Q And those first amended plan drafts included the committee listed as a plan supporter, correct?
A Yeah. Yes.
Q And you did not strike --
A Did not. And never raised any issue with regard to it.
Q And the drafts of the first amended plan that you saw also included the Lifespace UCC settlement, correct?
A It did. Yeah.
Q And that was really important to you to make sure that was accurately portrayed in the first amended plan, correct?
A It was accurately portrayed, because you guys were saying you were imposing it. But we never agreed to it.
Q To be clear, the Lifespace UCC resident refund settlement,

that portion of the plan, it was important that was accurate in the first amended plan, correct?

A Yes. Yes. That's a better way of saying it. We were providing, I'm sure, input with regard to making sure that settlement agreement was incorporated and the language was correct.

Q Right. It was pivotal to the UCC resolution ultimately that it be accurately described in the first amended plan?

A I don't know what you mean by pivotal and accurate, but sure. We wanted it to be accurately described in your plan.

Q So you reviewed it carefully, I assume?

A I think so.

Q And also in the draft first amended plans, there was the $16-and-a-half million Lifespace settlement contribution?

A I think so.

Q And Section 2.2, I think you referenced earlier, the fee cap provision, was in the first -- the draft first amended plan that you received, correct?

A I would assume so.

Q And you didn't make any comments to Section 2.2 prior to its being filed?

A Again, I objected to it to the parties.

Q When you say parties, you don't mean the bond trustee, though?

A The debtors were plan proponents. I was really -- I mean,

I understand the argument being you guys must have consented by not marking it out. I didn't feel that would be productive, because, A, I had no conversations with the bondholder's counsel about this. You guys never called nor asked me if that would be a deal we would agree to. And as soon as I heard about it, I objected to one of the plan proponents through Mr. Johnson, who I talked to a lot more often during that period of time than I talked to you guys.

Q You didn't think it would be productive to raise the objection to Section 2.2 of the plan prior to being filed with the Court?

A I raised an objection.

Q But not to the bond trustee?

A You weren't on my -- I don't know that I didn't. I assume I kind of did whenever we talked, but I don't -- I can't testify under oath we had a conversation on December 2nd and I told you heck no, heck no. What I can remember from going back, looking at my emails, that I put it in writing to one of the plan proponents on December 1st.

Q Okay. But you did not comment on Section 2.2 in the first amended plan prior to it being filed?

A I think that's right. I mean, I --

Q Okay.

A I mean, at one point in time, as recently as early February when I think you were working on your fourth amended

plan, I provided you with comments, and you, Mr. Blythe, responded to me, in essence, you didn't mark up 2.2, does that mean you're agreeing to it? And my response was, no, why would I mark it up when I know you're not changing it. That was my thought.

Q This was at the fourth amended plan stage?

A Uh-huh. I'm sure that led -- that was my thinking throughout, that you guys were standing firm on the million-five. And, in fact, you were telling us, I think, if your -- if you go over a million-five, call Lifespace. Because you -- I was informed that it was the bondholder's position that Lifespace agreed to pay fees in excess of a million-five up to an additional million-five.

I asked Lifespace about that. They said it was proposed and rejected, and we never agreed. And the bondholder's counsel informed me we think they did agree; they just changed their mind. But that was never in 2.2. That didn't get into the first draft.

MR. BLYTHE: Thank you, Mr. McCartin.

No further questions, Your Honor.

THE COURT: Thank you, Mr. Blythe.

Mr. Walker?

MR. WALKER: Thank you, Your Honor.

CROSS-EXAMINATION

BY MR. WALKER:

Q Good morning, Mr. McCartin.
A Good morning.
Q In negotiating the settlement agreement that is before the Court on confirmation in connection with the plan this week, Lifespace volunteered to contribute funds sufficient to pay entrance fee refunds for Edgemere residents in full, provide life care benefits for those residents through a subsidy, and even pay the administrative costs of administering that settlement, correct?
A Correct. But that statement made it sound like Lifespace agreed to make contributions in an amount equal to the refund claims plus money for the life care subsidy, and that's not completely accurate. It's -- I would say it a different way. Lifespace agreed to make contributions in an amount equal to the allowed refund claims plus expenses, and part of the negotiation was we would use those funds to advance life care subsidy payments.
Q Thank you for that clarification. But it was important to Lifespace that there be a mechanism in the settlement agreement to allow residents to use their entrance fee refund claims to help subsidize the life care benefits as they continued their residency at Edgemere as part of the settlement, correct?
A Correct.
Q And you understand that Lifespace wanted the settlement to mirror as closely as possible the existing residency agreements

that those residents had, correct?
A I think that's right. I use the word "resemble," because I don't want to misrepresent that it's even close to mirroring, because I don't -- I'm not fully familiar with the life care benefits under the contracts that currently exist. I think I understand them generally.
Q Sure. And my question was Lifespace wanted the settlement to mirror as closely as possible the existing residency agreements, which I think is synonymous with your testimony to resemble as much as possible the --
A Yeah.
Q -- residency agreements.
A Correct.
Q And that's because the residents have to sign new agreements in connection with this plan with the new owner of the community should the plan be confirmed and the sale closed, correct?
A I don't see how those are linked. I don't understand that.
Q Well, the plan could not assume the residency -- the existing residency agreements as is in connection with the sale, right?
A Right. But Bay 9 has made it clear, and we've agreed in the settlement agreement, that Bay 9 is not a part of this transaction. And if the Resident Trust wants to reimburse a

resident for a cost, it has to do that directly. And Bay 9 can't be in a position where Bay 9 has to collect from the Residents Trust any portion of a resident's bills.

Q Sure. But in connection with the sale, you understand that Edgemere is transitioning from an entrance fee model CCRC to a rental model CCRC, correct?

A Correct.

Q And as a result of that transition, the plan could not just assume the existing residency agreements as is, right, because it's transitioning to a rental community. And so there isn't the entrance fee structure in place to fulfill the obligations under the existing residency agreement, correct?

A Correct.

Q And I think as you testified earlier, Mr. McCartin, Edgemere has to make that transition to a rental model because it can't continue to operate as an entrance fee model CCRC because of the finite term of the land lease that Edgemere is subject to, right?

A Right.

Q And that's the extraordinary problem for Edgemere as a life care community that Mr. Harshfield testified to yesterday, right?

A Correct.

Q For which Lifespace, through the settlement now, is providing an extraordinary solution, right?

A Right.
Q And, Mr. McCartin, you believe that execution of the settlement agreement itself is sufficient consideration for the settlement to be approved and for the releases to be approved under the plan, correct?
A Correct.
Q And that's because the so-called estate causes of action, as I think you described them earlier in your testimony, against Lifespace are disputed and uncertain, to say the least, right?
A Correct.
MR. WALKER: I don't have any further questions, Your Honor. Thank you.
THE COURT: Thank you very much, Mr. Walker.
Ms. Walsh, any -- oh, I'm sorry. We heard from Mr. Blythe. I apologize.
Anything from ICI?
MS. VANDESTEEG: Yes, Your Honor.
THE COURT: Okay. Please.
And, Mr. Williams, you're going to have some questions as well?
MR. WILLIAMS: I was trying to make a comment to my colleague, Mr. Scannell, but --
THE COURT: Oh, okay. Thank you.
MS. Vandesteeg?

MS. VANDESTEEG: One moment, please. Sorry.

THE COURT: No worries.

CROSS-EXAMINATION

BY MS. VANDESTEEG:

Q Good morning, Mr. McCartin.

A Good morning.

Q Made it in just before noon. You just mentioned that Bay 9 was excluded, I think, from the subsidy payments that will come due -- that may come due under the settlement agreement, correct?

A I don't know what you mean by excluded, but Bay 9 specifically had said we, Bay 9, do not want to be in a position to -- being told by a resident I'll pay you X dollars, but you need to go collect the rest from the Residents Trust. Bay 9 wanted it clear that the resident was responsible for the Bay 9 charges under the new residency agreement. And if that resident has a right to be reimbursed any portion of that from the Residents Trust, that's between the resident and the Residents Trust.

Q Was Bay 9 directly involved in the negotiations regarding the settlement contribution agreement?

A No. I think that was a comment that Bay 9 asked -- or had when it reviewed the original settlement agreement, and it -- I think it was a requested modification that rolled into the first amended. That's my memory.

Q You mentioned at some length back in connection with prior iterations of plans throughout this process -- did the UCC have meetings with bondholders in connection with prior iterations of plans or the plan that is currently here set for confirmation?

A We certainly had meetings with counsel for the bondholders with -- when we -- as I testified, once exclusivity was terminated, and we -- the committee wanted to pursue discussions with both the bondholders as well as Lifespace with regard to new plans, competing plans to the debtor's then existing plan, we -- you know, we -- we being counsel for the committee -- would have met and talked with counsel for the bondholders. And at one point, the bondholders and a representative from Bay 9 and, I think, a representative from Long Hill came and met with committee members at Edgemere.

Q Do you remember when that meeting took place?

A It had to have been between exclusivity being terminated and the bondholder sale plan being filed. So it's probably early November if I had to guess.

Q You mentioned a committee plan solicitation letter.

MS. VANDESTEEG: I'm going to ask that we put up on the screen Docket 904.

BY MS. VANDESTEEG:

Q This is the filing of a notice of committee plan solicitation letter. And if we flip through to the exhibit, is

this the committee plan solicitation letter that you were referencing?

A Yes.

Q And --

A I mean, I'm assuming what we filed with the Court didn't change in any material respect what's actually included in the package that went out, but I'm sure it's very similar if not identical.

Q And this was filed on December 13, 2022, right?

A Yes, ma'am.

Q Let's go forward to page 2 of the solicitation letter. And this committee plan solicitation included reference to the settlement as part of the reason behind why the committee was encouraging creditors to vote for the third amended plan, correct?

A Correct.

Q So looking at the subheading for Residents Trust and Lifespace settlement.

A Okay.

Q And specifically looking at that second bullet point: "In exchange for the releases of claims, Lifespace has agreed to pay to a Residents Trust created under the plan for the benefit of residents an aggregate amount equal to the residents' claims payable in annual payments over 18 years as reflected on Exhibit 1."

Did I read that correctly?

A Yes.

Q Again, that's referencing an agreement to pay, correct?

A Correct.

Q And the third amended plan, that was the one -- as we got confirmation from KCC yesterday, was the one that was solicited and voted on, right?

A Yes.

Q The third amended plan contained certain definitions. Do you recall that as part of those definitions, Section 1.9 provides that: "Lifespace resident contributions means the annual payments that will be made by Lifespace into the Residents Trust subject to certain financial conditions pursuant to the terms of the Lifespace settlement and contribution agreement in substantially the form attached to the disclosure statement as Exhibit 3."

That was the original agreement, right?

A Sounds like it. I mean, I think I followed you.

Q And referenced a Lifespace resident contribution scheduled attached to the disclosure statement as Exhibit 4. Do you remember that contribution statement -- the schedule was originally Exhibit 4 to the disclosure statement?

A I recall it was an exhibit. I don't remember the number.

Q And it went on to say, "The Lifespace resident contribution schedule attached to the disclosure statement as

Exhibit 4 provides that the $52,460,094 is the 'effective date payment' to be made by Lifespace to the Residents Trust."

And to your knowledge, did that -- Exhibit 4 to the disclosure statement, is that the same as what is now Debtor's Exhibit 30? Did that change when it was attached to the amended settlement contribution agreement?

A Yes. The footnote. There was a footnote added to take the three -- the three people we inadvertently omitted. I think that's what changed.

MS. VANDESTEEG: Okay. Can we pull up, please, Debtor's Exhibit 30?

BY MS. VANDESTEEG:

Q Do you recognize this to be the contribution schedule attached to the amended settlement agreement?

A Yes.

Q And I'm looking up at that top line here in this chart. It still states on that top line "Effective date payment," correct?

A Correct.

Q So confirming your testimony from earlier, the plan releases are all effective on the effective date, correct?

A Correct.

Q Including the Lifespace release?

A Correct.

Q Correct?

A Yes.
Q Even if Lifespace does not make the effective date payment on the effective date, correct?
A Correct.
Q And I think what you said is that residents will be left with a breach of contract action against Lifespace, correct?
A No. The Residents Trust will be left with it.
Q Thank you. Do you residents, to your knowledge in your role as committee counsel, understand that privity of contract and a cause of action against Lifespace is not a guaranteed payment?

MR. SCANNELL: Objection. Foundation. She's asking him what he knows -- what the residents know. He's counsel for the committee not the residents themselves, not the individual residents' knowledge.

MS. VANDESTEEG: Let me come at it a different way.

BY MS. VANDESTEEG:
Q There are several current residents on your committee, correct?
A Yes.
Q Those current residents, to your knowledge, are they aware and do they understand that a privity of contract and a cause of action against Lifespace is not the same as guaranteed payment?
A Yes.

Q Do you know, based upon your conversations with those residents, if the residents at the Edgemere collectively have that same understanding?

A All 350 of them? No, we don't know that.

THE COURT: Pull closer to the mic, Mr. McCartin.

THE WITNESS: Oh, I'm sorry.

THE COURT: Thank you.

BY MS. VANDESTEEG:

Q You had previously mentioned in your testimony contingency planning with the landlord, correct?

A Correct.

Q And do you understand that to mean planning for the possibility that the debtors, or now the plan sponsors, might not be able to confirm what we have previously in this courtroom referred to as a capital P, Plan, such that possession of the property along -- of the people living there would revert to the landlord? Is that the contingency planning that we were referencing -- that you were referencing earlier?

A Yes. I mean, any number of circumstances which, I guess, worst-case scenario could have occurred. But, yeah, it was contingency planning for any set of circumstances in which the Court felt it necessary to lift the stay and allow the landlord to terminate the lease.

Q And last summer, you asked that the landlord engage in that contingency planning with you, right?

A Right.
Q And is it your recollection that the landlord was amenable to that but was concerned about further potential exposure to attack if it engaged in that planning with the committee at that time?
A Yes.
Q And the landlord urged you to get authorization from the debtors and the bondholders to allow for the landlord to engage in that contingency planning, correct?
A Correct.
Q You weren't able to get that authorization right away, correct?
A Not right away.
Q And, in fact, on September 22, 2022, you filed an emergency motion for an order, one, authorizing the committee to engage in plan formulation and contingency planning negotiations with the landlord and related parties and, two, holding such parties harmless pursuant to Sections 105(a) and 1103(c)(3) of the Bankruptcy Code at Docket 365. Do you recall that?
A Yes.
Q And an order was entered on October 5th allowing for that contingency planning to take place between the committee and the landlord, correct?
A Correct.

Q Indeed, you had a meeting with ICI and Kong to commence that contingency planning just the following week after entry of that order, correct?
A Sounds right.
Q And there were subsequent meetings and discussions as well, correct?
A Correct.
Q And you were provided by the landlord team with a list of the information and documentation that would be necessary for them to begin any sort of meaningful contingency planning, correct?
A Correct.
Q You were never able or willing to provide that information, though, correct?
A Correct. Well, both probably true. We felt it was overkill, way too much, way too much to ask the debtor to provide. We thought it was a little intrusive. Well, we though it was quite a bit intrusive, to be honest with you.
Q Who's we that you're referencing?
A The committee.
Q Did Lifespace and the debtor also have a say in not providing that information to the landlord?
A Well, we didn't -- we, the committee, didn't have the information. We were an intermediary. We would have gone to the debtor and asked the debtor to provide that information and

to -- we would have been a broker trying to get the debtor to cooperate with the landlord for this Plan B.

And as I said earlier, initially the debtor agreed that a Plan B was a good idea. But as the case kind of evolved, the debtor changed its mind and said we really don't want to pursue a Plan B with you and the landlord, because we think it sends the wrong message.

And by then -- so by then, the committee had come to the opinion that the Plan B development was just not going to work but that there were too many bad feelings, the litigation, the personalities. It just wasn't going to come together.

Q Do you recall at that time that Lifespace promised that if such a transition back to the landlord were to happen that Lifespace would make itself available for a period of three months to provide transition services?

A I remember an offer of transition service. I don't remember the specifics of how many months and how it worked.

Q Do you know if that offer for transition services from Lifespace would still be on the table?

MR. SCANNELL: Your Honor, I'm going to object. I think we're getting into the content of settlement negotiations here. And I'm also a little -- I let this go. I don't know how this relates to the scope of my examination.

THE COURT: Ms. Vandesteeg?

MS. VANDESTEEG: Your Honor, I'm just about done, and

I think it was opened as part of the process of talking about how we got here. I have just a couple questions left.

THE COURT: Okay. I'll overrule the objection since we're nearing the end.

Mr. Scannell?

MR. SCANNELL: Also watch the content on settlement negotiations. I think (indiscernible) --

THE COURT: Oh, okay. I bet that your witness is adept at avoiding confidential --

THE WITNESS: I'll take any help I can get, Your Honor.

THE COURT: -- settlement communications. But you know what?

THE WITNESS: Could you restate that question?

BY MS. VANDESTEEG:

Q Why don't we move on from that one, and I'll go to a different one. Mr. McCartin, isn't it fair to say that the landlord has continued to make itself available to you and to the committee to continue contingency planning throughout this case?

A Yes.

Q And isn't it fair to say that that offer has remained on the table even with this pending sale and process in place?

A Yes.

Q And even as recently as yesterday, Mr. McCartin?

A Yes.

MS. VANDESTEEG: Thank you. Nothing further.

THE COURT: Thank you very much, Ms. Vandesteeg.

MR. SCANNELL: I have a brief redirect unless Your Honor has any questions you'd like --

THE COURT: Just one moment. I just want to make sure that Mr. Williams doesn't have any questions.

MR. WILLIAMS: Your Honor, I had a question for Mr. Scannell.

THE COURT: Okay. Take a moment.

(Counsel confer)

MR. WILLIAMS: Your Honor, it appears I do have two quick questions.

THE COURT: Fair enough.

MR. WILLIAMS: Benton Williams on behalf of the Estate of Patricia Adams, Pamela Siviglia, and Andrew L. Adams.

CROSS-EXAMINATION

BY MR. WILLIAMS:

Q Good afternoon, Mr. Scannell. Excuse me. Mr. McCartin. Two quick questions. First, talking about life care subsidies, how much do you anticipate the life care subsidy payments to be in year one?

A Full 12-month period, we have anticipated a million-two.

Q Earlier when you were testifying, I think you mentioned there's three general categories --

A Yes.
Q -- of those beneficiaries. I may have misheard you, but I thought you mentioned -- or testified that 1.2 is as to that first category which are existing residents currently receiving life care benefits. Is that --
A Yeah. Sorry. I may have misspoken. We've not done a deep dive into this, but we've spoken with management at Edgemere, Mr. Falldine specifically, to try to get a general idea for our projections and planning. And our understanding of what he said was that the current residents are currently receiving approximately a million-two of all life care benefits, including all categories.

I think he said -- for example, indigent is one category. But I think he told us there may be one person that's getting any benefits under the indigent clause. Maybe another application is pending. So not a big -- not a very big number.
Q But as to category two of the current residents, which would be, from what I think I understand, which is current residents who aren't currently receiving life care benefits, but if they move into a more expensive unit after plan confirmation, they can submit a request to the trust for the deficit to be paid, and that will be paid?
A I'm trying to be careful, because --
Q You bet.
A Yeah. Not a more expensive unit. A higher level of care.

Q Okay.
A So they would have to be moving up to a higher level of care. And then they could request the delta if it's more costly, which I submit it would be.
Q Is that -- are those aggregate amounts included in that 1.2 or -- okay.
A Yes.
Q Thank you. Second question. How will reserves be calculated for year one?
A I don't know.
Q Do you have an understanding as to how much reserve could be needed in year one?
A I haven't spent really any time thinking about that. I don't know. I mean, it's the concept that, of course, the trust doesn't want to blow all its money out the door, not have money for either projected life care subsidy payments in the future or the payment of trustee fees and costs and expense. And that will probably change if there's -- for example, some unforeseen litigation pops up. I mean, then the reserves will have to be bigger.
Q Could it be more than, say, $52 million? Excuse me. I don't mean to be --
A I'll go out on that limb. I don't think so.
MR. WILLIAMS: Okay. No further questions. Thank you.

THE COURT: Okay. Thank you, Mr. Williams.

Okay. Any further cross before we head back to Mr. Scannell for redirect?

All right. Mr. Scannell?

MR. SCANNELL: Thank you, Judge.

REDIRECT EXAMINATION

BY MR. SCANNELL:

Q Mr. McCartin, can you turn back with me to Committee's Exhibit 7.

A I have it.

Q So this is an email from you to counsel to the plan sponsors dated January 10th. Is it your understanding that the bondholder plan on file at that time contained the Section 2.2 fee cap?

A Yes.

Q And on January 10th, you voiced your objection to the fee cap, correct?

A Yes

Q And the plan was subsequently amended after January 10th, was it not?

A Yes.

Q In fact, it was amended more than once, correct?

A I'm not sure. I can't remember the dates. It went from -- I mean, there's a fourth amended plan right now. I don't remember the dates that they were all -- that they all --

so it may have been more than once after January 10th. I can't recall.

Q And did those subsequent amendments still contain the same Section 2.2 fee cap?

A Yes.

Q So I want to get the timeline here. So after you voiced your objection on January 10th, the subsequent plan amendment still had the same provision you objected to?

A Yes. And, you know, I was concerned about a argument of some type of implied consent. And that's why in this communication I said to avoid any representation to the Court to the contrary. I wanted -- I was trying to cut off what I believed may be happening today.

Q So get this straight. The plan sponsors had an opportunity to remove the fee cap after you voiced your objection, but they didn't?

A Sure. They had an opportunity not to put it in the first place when I voiced my objection on December 1st, but the -- it got filed December 6th with it.

Q But specifically the bondholders had a chance to remove it after you voiced your objection, but they didn't?

A Yes. Yes.

Q Mr. McCartin, were you ever specifically asked to approve the fee cap?

A No.

Q Did you ever voice your agreement to the fee cap?
A No.
Q And although there were -- there seems to be a lot of discussions about it, was an agreement ever reached on the fee cap from the committee's perspective?
A Not with the committee or Ankura, nor Foley.
MR. SCANNELL: No further questions, Your Honor.
THE COURT: Thank you.
Any other recross based upon redirect?
MR. BLYTHE: No, thank you, Your Honor.
THE COURT: Okay. Thank you very much.
All right. Mr. McCartin, you may step down.
THE WITNESS: Thank you.
THE COURT: Thank you so much. Thank you for your testimony.
All righty. One housekeeping matter. Going back to Exhibit 20 and the attachment thereto, 20-A, I failed to clarify. I assume ICI is seeking the admission of Exhibit 20 and Exhibit 20-A?
MS. VANDESTEEG: Yes, Your Honor.
THE COURT: All right. Based upon the fact that it's now the full copy of both the affidavit, which has been updated, and the Fitch Rating, any objection to the admission of 20 and 20-A?
MR. WALKER: One second, Your Honor.

THE COURT: Take your time. And I have a hard copy if it's easier.

MR. WALKER: I would like to see -- I assume I'm not going to have an objection. What was emailed to me this morning was just the new 20-A, so I haven't seen the revised Exhibit 20. I'm sure it's acceptable. I just haven't seen it yet.

THE COURT: Okay. So we --

MR. WALKER: So I'd like to review it before --

THE COURT: We can take that up after lunch. Do you have the ability to access, okay, over lunchtime --

MS. VANDESTEEG: Yes, Your Honor. Happy to do that.

THE COURT: Okay. That's fine.

So before we break for the lunch hour, where are we in terms of evidence, you know, prior to closing arguments? Is there any other evidence?

Ms. Walker?

MS. WALKER: Just as a matter of technicality, we did file an amended second amendment to the APA. It was pointed out that there were two tiny little typos that are going to --

THE COURT: Okay.

MS. WALKER: -- get corrected.

THE COURT: All right.

MS. WALKER: We're going to probably do that over lunch. And to fairness to Mr. Gold, he said he might have

something else. So I just wanted to confer. I do think Your Honor can take judicial notice of something when we file it on the docket. I just want the record to not have the second amendment.

THE COURT: Fair enough.

MS. WALKER: Thank you.

MR. GOLD: Good afternoon, Your Honor.

THE COURT: Good afternoon, Mr. Gold.

MR. GOLD: I guess I'm the first one who gets to say that. Ivan Gold on behalf of ICI. The second amended asset purchase agreement has already been uploaded and is on the docket. I identified, as Ms. Walker said, there were a couple internal references that were incorrect.

It resolves most but not all of our issues. We will continue to discuss. There's some loose ends with respect to the APA. If not, it'll just be a matter for argument that there's still some loose ends. But in terms -- I think the record -- it is in the record. It wasn't authenticated by anybody. But it is proffered as the agreement just like the plan is proffered.

So we don't have any objection to being considered in the record. But as said, unless we resolve some of the stray issues with the APA and, perhaps even more importantly, its relationship to other plan provisions --

THE COURT: Uh-huh.

MR. GOLD: -- that haven't been corrected to deal with the APA, that'll certainly be part of our argument this afternoon.

THE COURT: Okay. Thank you, Mr. Gold.

MR. GOLD: Okay. Thank you.

THE COURT: All righty. In terms of putting a pin in Exhibit 20 and 20-A and the issue with the amended APA, are parties satisfied, you know, from an evidentiary perspective that all of the exhibits they want to get admitted are admitted and things of that nature?

MS. VANDESTEEG: Your Honor, what may make sense on the exhibit front is allowing everyone to take a look at that over lunch, going back through our notes, instead of while we're here in the courtroom. That may end up being more efficient.

THE COURT: Yep. That's fine. And if when we come back we want to, you know, do a double check of what the Court has versus what the parties have, that'd be great. Anything else?

How long do you folks want for lunch?

UNIDENTIFIED SPEAKER: Two hours.

(Laughter)

THE COURT: I always ask, and I'm always sincere.

(Counsel confer)

THE COURT: So let me look back at how much we need

for argument.

Ms. Green, do we intend to take up Donosky? Have you had an opportunity to speak with Mr. Hendricks as well?

MS. GREEN: Yes, Your Honor. I spoke with Mr. Hendricks yesterday and again today. And based on the time estimates that we went through yesterday --

THE COURT: Uh-huh.

MS. GREEN: -- and then allotting for any questions of the Court, Mr. Hendricks and I are anticipating that the earliest that he should be here is 3:30.

THE COURT: Okay.

MS. GREEN: I told him that if it looks like that's going to change for earlier or later, I'll let him know. But if we start at 1:30, that would give us two hours, and I think that works perfectly with Donosky starting at 3:30 by my very rough math.

THE COURT: Right. So I have got -- I've got about, you know, right here under four-and-a-half hours estimated based upon your time estimates. You've never been wrong.

MS. GREEN: But I'm wrong right now?

THE COURT: I just want to let you know.

MS. GREEN: Thanks. I agree with you.

THE COURT: And so I think that, you know, based upon, you know, what I'd say is probably, you know -- or an easy five-and-a-half hours that it will take -- why don't we

come back at 1:30 just to be safe. I don't want to impose upon my staff too much into the evening. And I want to give us time for Donosky if we can, because I'd like to close the whole thing if at all possible. So let's return at 1:30, and we'll be ready to go.

MS. GREEN: Thank you.

THE COURT: You're welcome.

THE CLERK: All rise.

(Recess at 12:21 p.m., recommencing at 1:41 p.m.)

COURTROOM DEPUTY: All rise.

THE COURT: Please be seated. All right. We're going to go back on the record in Case Number 22-30659. I think when we broke one of the things that we wanted to make sure that we've -- that everyone has the various exhibits admitted that they want considered for part of confirmation and sale. And I know the, at least the first one that we wanted to touch upon was ICI Exhibit 20 and the attachment 20-A. Have you had an opportunity to review that?

MR. WALKER: I have, Your Honor, and we have no objection to its admission into evidence now.

THE COURT: Okay. Thank you. All right. So for sake of the record, ICI Exhibit 20 and 20-A is hereby admitted.

MR. WALKER: Thank you, Your Honor.

THE COURT: Okay. Is there any other evidentiary issues that we need to cover?

(No audible response)

THE COURT: No? Okay. Have the parties had an opportunity to talk about the order of closings?

MR. JOHNSON: Good afternoon, Your Honor, Jeremy Johnson. Your Honor, we understand we got an e-mail from Ms. Lambert from the U.S. Trustee's Office who I believe is on Webex. She has an issue or two I think she'd like to take up at the top.

THE COURT: Okay.

MR. JOHNSON: And she just e-mailed us probably 10 minutes ago about that. So we told her that would be fine. But in terms of the order for the closings, Your Honor, I think we're all agreed on this. This is the order we had proposed, unless Your Honor has something different in mind, is the debtors would start off, Your Honor. We would -- I'm assuming most parties will save a moment for rebuttal the time that we had said we would stick to. So we intend to do that on behalf of the debtors. Bay 9 would go second, the Unsecured Creditors Committee, Lifespace, UMB and then ICI.

THE COURT: Okay. And then we'll do Donosky.

MR. JOHNSON: Donosky would be like a separate, just those two issues at that particular time and I imagine, you know, we can --

THE COURT: And that will be Bay 9, the debtors and --

MR. JOHNSON: Counsel --

THE COURT: -- Mr. Donosky.

MR. JOHNSON: -- Donosky, yes.

THE COURT: Okay. And, Mr. Williams?

MR. WILLIAMS: Your Honor, if the select former residents may just have one or two minutes if that's okay?

THE COURT: Okay. Thank you. So for sake of the record, the former residents may ask for a small amount of time in closing, as well.

MR. JOHNSON: Yeah, I think we popped them in between UMB and ICI or after ICI, whatever the case may be.

THE COURT: Okay.

MR. BLECK: I couldn't resist coming next to you. No, no, no. I just have one small point with respect to the UMB closing. Mr. Blythe is going to handle that little discrete issue relative to the Committee objection on the fee cap and then I'll follow up from there.

THE COURT: Fair enough.

MR. BLECK: Thank you.

THE COURT: Thank you. Okay.

MR. JOHNSON: So I think that order works, Your Honor, and --

THE COURT: Yes.

MR. JOHNSON: -- again, we'd, Ms. Lambert I think has a few comments.

THE COURT: Okay. Thank you, very much, Mr. Johnson, I appreciate that. All right. Ms. Lambert?

MS. LAMBERT: May it please the Court, Lisa Lambert for the United States Trustee. Subject to the arguments that the Court's going to hear today, United States Trustee had two comments in regard to the proposed order and one the Court needs to make the call on. The first is that the proposed trust for the benefit of the residents does not contain the name of the trustee and the U.S. Trustee had asked that the name be included either on the confirmation order or in the filed version (indiscernible) who they should contact.

The second item is in connection with the releases, I think the Court's probably noticed that the proposed confirmation order has the Highland Capital gatekeeping language in it, but it provides the release to the debtor. And separately we had agreed to change the language because this is a liquidating debtor that the debtor would not receive a discharge. And so United States Trustee contends that the language correspondingly should be changed for the debtor in the language in the confirmation order. And those are the two points that the United States Trustee wanted to raise for the Court's consideration.

THE COURT: Okay. Thank you, Ms. Lambert. So that I understand, it is the UST's position that the debtor should receive neither a discharge nor release?

MS. LAMBERT: Yes, Your Honor. The release is substantively similar to a discharge and for that reason they don't really need it. It's liquidating anyway --

THE COURT: Okay.

MS. LAMBERT: -- they're fully liquidating. So for that reason, the United States Trustee asks that that language be changed.

THE COURT: Okay. Thank you, very much, Ms. Lambert. Okay. With that, Mr. Johnson?

MR. JOHNSON: Sorry, Your Honor.

THE COURT: Take your time.

MR. JOHNSON: Well, I guess, Your Honor, let's start by taking those two points up top. I think I would say this. I mean, at least one is a complete surprise regarding the trustee. The original plan did contemplate the appointment of the Residence Trust Trustee and the Litigation Trust Trustee by the confirmation order or by the confirmation hearing. It was changed to being 10 days prior to the effective date under the proposed plan.

I think that we just talk to the parties here. I think that I was advised that the Committee is ready to name the Residents Trust Advisory Board. They would probably need two weeks to name somebody. We could file a notice of that and same for the Litigation Trustee, Your Honor. Those various trusts are being managed by other parties, not the debtor. So

we're sort of here as a messenger on that, but we didn't get a formal objection as to this until a few minutes ago.

THE COURT: Okay. Thank you.

MR. JOHNSON: Second, Your Honor, with respect to the releases, Your Honor, I just -- we don't agree with that position by the United States Trustee. We did remove the discharge language as requested by the Office of the U.S. Trustee. We did include the Highland Capital limitation on exculpation and we did include the Highland Capital gatekeeping language that to be consistent with the latest jurisprudence in this case. We didn't receive an objection with respect to this, Your Honor.

I don't think there was any cross-examination regarding the testimony in support of the releases. I think the releases are fair and appropriate and that you've got the debtor, you've got the debtor's board, you have the debtor's professionals. I think that, you know, trying to expand it into covering all sorts of releases for any sort of discharge is a bit of an overreach, but we're a little bit at a disadvantage here because we didn't recognize that this entire objection was coming, nothing was filed with respect to this.

We did lay out in our brief the basis for the releases and there was no objection filed. With respect to that, I would request, Your Honor, that we, you know, we could address certain of these issues later in the hearing perhaps,

but I will say, Your Honor, we didn't know that there -- we thought the releases were good. We thought the releases were reasonable. We worked pretty hard to make them reasonable in this case and make them not overreaching. We spent a lot of time making them opt out releases and getting opt out notices even to parties that don't have claims.

There were a few parties who did opt out, Your Honor. We spent a lot of time trying to comply with Fifth Circuit Law and make the releases as consensual as possible. So I think we've got consensual third party releases here and I think they can be approved.

THE COURT: With respect to the debtor's position that it's essentially the Highland Capital releases and essentially that is the Highland Capital releases as they were addressed by the Bankruptcy Court on remand from the Fifth Circuit?

MR. JOHNSON: That's correct.

THE COURT: Okay.

MR. JOHNSON: And we adopted the Christian Care Centers language that was --

THE COURT: Okay.

MR. JOHNSON: -- just used recently. And to paraphrase it, it limits exculpation to a very small group of parties. We did have a classic exculpation clause which exculpated an awful lot of people. Now it does the debtor, the

debtor board members, the Committee, the Committee members. I think that's the limitation of it. But it's been reduced.

We tracked the language in Christian Care Centers and we reviewed the decisions of Highland Capital, as well. I think it's all, that's sort of becoming the new normal down here as that's what happens when the Fifth Circuit says something. So and then we also had the gatekeeping language in there saying that anybody who wants to bring an exculpation claim has to come back to the Court first and we copied the language from the other, from Christian Care.

THE COURT: Okay. Thank you.

MR. JOHNSON: So, Your Honor, I'll turn to my closing-in-chief, I guess, and we'll save the thank yous and everything for the end. I know we're all going to thank you for the courtesies you've extended us and for us taking advantage of that quite often. We do appreciate that. I'm sure all the parties will echo my thanks for the Court for all that. There's been a lot of work in this case and we recognize that we've kept you and your staff and the court staff around a lot longer than you wanted to be on some Thursday nights or Wednesday nights and we do appreciate that time trying to get this done as quickly as we can.

In my 15 years of working with CCRC bankruptcies, Your Honor, I think you're going to hear something similar from Mr. Bleck because we both did our first CCRC bankruptcy in

front of Judge Jernigan here in 2008, the Edgemere presents a new one, a challenging one, one that is unlike any of the other CCRC bankruptcies I've handled over the last several years.

Your typical CCRC problems you have, I mean, there's various problems that can impact the CCRC, but typically you either build up a refund queue, a queue of triggered refunds that you can't pay because you need to use that money for operations and so you'll have situations in other cases where there's this big backlog of refunds that you have to deal with. That's not our situation here. The triggered refunds were by and large all paid with the exception of some higher level of care refunds that tricked along the situation.

The second situation you often see is a balance sheet restructuring, you know, sort of your typical. Even in non-CCRC cases, you've got a CCRC operating more or less at capacity, making the money it should be making, the margins it should be making and it just can't satisfy the debt and so the balance sheet needs to be altered.

This one is a very different situation. As Mr. Harshfield testified, the extraordinary problem here is the lease and the landlord's conduct that is the subject of the adversary proceeding, not the subject of confirmation. The lease is a problem that was inherited by Lifespace a little less than four years ago. I think, Your Honor, that I think the parties had an original expectation that they would either

be able to win a judgment with respect to this landlord or obtain some equitable relief or settle in some way that would extend the lease or provide an offer to purchase and none of those things came to fruition either in the pre-petition portion or since the bankruptcy case.

We understand that, Your Honor. The landlord, as was their right to do, refused to agree to a commercial solution and instead embraced the strategy that was, to say the least, aggressive which led to the claims in the adversary proceeding. But we also have here an unusual and somewhat unprecedented outcome. I'm not sure that I've ever seen a case where a sponsor has come in and said we're going to write the check for the full amount of the resident refunds. You don't often see entrance fee communities get converted into rental communities. But, unfortunately, there was little choice.

As Mr. Harshfield testified, given the issues associated with the lease and the particular issues at Edgemere, Edgemere can no longer be run as an entrance fee community anymore. But the conversion was -- created a problem and conversion creates a problem because you have no new entrance fees to satisfy the refund obligations owed to the current residents. So somebody had to solve for that and Lifespace thankfully rushed into that gap.

I think Mr. McCartin testified there was a little bit of falling upwards here and I think that's probably true. We

started out with a 100-cent plan that was supported by Lifespace, the bondholders and the debtors. We ended up with two plans that was probably a zero percent plan and a 40 percent plan for the creditors and we ended up back at 100 cents on the dollar, Your Honor.

So it's sort of an interesting evolution to get to this process. Maybe that means the process worked. Maybe it means it doesn't. I'm sure a lot of people are going to take credit for the success in the case, but we did get to a point where Lifespace came in and is writing some checks. Bay 9 came in and is paying a substantial amount of money for the proceeds. So we have a plan that ultimately deals with the distribution of about $200 million in funds to solve the problems at Edgemere and take care of the residents.

The voting results show overwhelming support for the plan, 95 percent plus of the bondholders, 100 percent plus on both resident classes, 97 percent of the general unsecured creditors. We don't have a cram down here, Your Honor. We have universal support, even from the parties that are bearing the financial burdens of the plan of reorganization or plan of liquidation, Your Honor.

And, Your Honor, I think the success of this case, while somewhat improbable at certain points, what's important is that we have protected the Edgemere as a home for the residents, we've protected the refunds owed to the residents

which in many cases these refunds represent their life savings. We've maximized the value for secured creditors and done the best with a difficult situation.

On top of all this, Your Honor, I think the ombudsman reports have shown throughout the case is that the quality of care was never impacted by the bankruptcy or the problems. Top tier quality and standard of care was provided to the residents throughout the cases.

The only two parties with rejections at the end of this case are the brokers who would very much like to keep collecting their annuity for helping set up this transaction 25 years ago, that's being handled with a separate closing, and the landlord, who has raised some technical objections to confirmation and adequate assurance which we submit should be overruled.

I'd like to turn now, Your Honor, to the 1129 requirements. I think, Your Honor, most of the evidence we saw at the prior trial to the last two days relates to the adequate assurance issues which I could arguably bleed into some of the feasibility issues. But there are relatively few objections to the plan itself and the confirmation of the plan. And what I propose to do is I'm only going to address the subsections of 1129 that I think are subject to a live objection, either a formal or informal objection, made by ICI.

And then I would submit that with respect to the

other 1129 sections, unless you have questions or issues that need to be discussed, I would say that nobody's challenged our compliance with the majority of 1129 sections and the testimony and the brief support confirmation. So I'm not going to go through those unless the Court wants to hear about that sort of thing. And I assume that would be the case.

So, Your Honor, very quickly to summarize the 1129 objections, ICI asserts an objection to 1129(a)(1), specifically related to classification. Your Honor, their argument, to the extent I understand it, it appears to argue that the debtors haven't established the value of the secured lenders' collateral. And, Your Honor, there was some argument of this in the brief.

There was some evidence or some attempted cross-examination, you know, regarding I think primarily two points, number one, that there was some discussion at some point earlier in the case that people were considering taking a position that the collateral may not be worth what the collateral was worth. I would submit with respect to that, Your Honor, those were some litigation theories that were never fully prosecuted and not presented in ICI's objection. I don't see how they're relevant here.

And the second piece of evidence is referring to a risk factor in a prospectus related to the bonds that say that the collateral may have little value. Your Honor, I just don't

think that's a sufficient basis to find that these assets have very little value. I do understand it's a risk. Bonds always have significant risk factor sections, just like disclosure statements. But, in this case, the risk factors are somewhat unique because there is a land -- there's a ground lease and there's a lien on that particular ground lease.

So if the ground lease were terminated, which almost happened pre-petition, I think the secured creditors would have a very serious problem with the value of their collateral because I think it all goes out the window upon lease termination. But suffice it to say, Your Honor, I think that this ignores the best evidence of value as we laid out in our brief. We have a party that's willing to pay $48.5 million for the collateral. I think that's the strongest evidence as you can get regarding this.

And I do think, Your Honor, there's some allegations regarding a classification of the claim. Just for explanation, just for purposes to sort of give some context, we did classify the bond claim as the face amount of the bonds as a secured claim, but their recovery under that class is only relates to two things. It relates to, number one, the Lifespace contribution and the net sale proceeds.

We know what the Lifespace contribution is. That's a, you know, a liquidated number. The net sale proceeds is going to be a moving target for a lot of other reasons. So to

the extent that that money doesn't come in to class -- to the secured creditor class, that deficiency claim is then shifted into the general unsecured claim. So there's no double counting of the claims at that point. But that's the classification issue.

ICI asserts an objection to 1123(d), namely claiming that the plan doesn't comply with Section 365. Again, Your Honor, I'm basing this on the objection that was originally filed, the supplemental objection and the very short opening at the very beginning of the case. So that's why we're going to be reserving a few minutes at the end if we have a misunderstanding of the arguments. But, Your Honor, it's the debtor's view, the plan proponents' view that the plan does comply with 365.

We think there are three trials that are going to get us to the answer of what is necessary to comply to 365. We think that's appropriate. The property conditions trial we've talked enough about today. And but Bay 9 will discuss it a little further regarding the second amendment of the APA when that time comes. And, Your Honor, we have made continued efforts to resolve the Court's issues as you've heard ad nauseam about rusting and cracks and gutters that we're trying to get fixed.

With respect to pecuniary loss trial, obviously, this is a significant variable given the amounts asserted by ICI's

professionals and the Court's ruling is going to have an impact on the distribution of the net sale proceeds when that time comes. Your Honor will also recall the debtors are seeking reimbursement for matters on which the debtors were the prevailing party. That's also part of that calculation, as well, that will need to get addressed at some point. And then there's the adequate assurance trial.

With respect to 1129(a)(9), Your Honor, there's an objection. ICI asserted an inability to pay for cure claims. They didn't really directly cross Mr. Harshfield on this, but his testimony was after payment of the DIP, there would be nearly 33 million in cash to satisfy the administrative claims. Your Honor, the cure claims, the administrative claims and the small amount of priority claims, those are all slightly moving targets.

We're fairly confident and the testimony is that we think the 33 million would be sufficient, but we can't tell. If the pecuniary loss is a $20 million number, then we're going to be entering the danger zone. But that is understandably an issue. We do think there are sufficient proceeds on the admin claims to make distributions to admin creditors.

With respect to feasibility, Your Honor, ICI makes two arguments. To summarize them at a very high level, Bay 9 can't satisfy the lease obligations. That will be addressed by Bay 9 as part of the adequate assurance closing, Your Honor.

And that Lifespace can't fund the settlement obligations. That will be addressed by Lifespace with respect to those obligations. But I would note for the record, Your Honor, that this is a sale plan.

So feasibility is, it's our position, is simply not a confirmation issue in a sale case. In Heritage, which is at 375 B.R. 230, Judge Houser noted that Courts either adopt one of two different views in interpreting feasibility in the context of a sale plan. The narrow reading is that feasibility is inapplicable at all where liquidation is proposed so that feasibility simply isn't an issue. But the broader interpretation is that feasibility is applicable only as to the liquidation itself. So, in other words, if the transaction can close, then it is by definition feasible.

And, Your Honor, I think that the evidence from Bay 9 that was educed by Bay 9 as part of the adequate assurance trial is that the sale proceeds are already funded and there's commitments for the other things, but the sale proceeds themselves are funded. So barring a regulatory problem, it would appear that if the Court's inclined to approve the sale and the plan, there would be no issue as to the closing. So we think feasibility is a minor issue here at best.

And with respect to Lifespace, Your Honor, I think Lifespace's counsel will address this as well, we don't think feasibility applies to Lifespace's contributions under the

settlement agreement because the issue with feasibility is will this plan, if confirmed, likely result or potentially result in another Chapter 11. If there's a default under the Lifespace settlement agreement, at some point in the future that will be litigation between the Resident Trust Trustee and the Lifespace at that appropriate time. That document creates the legal rights. So we don't think that feasibility really exists as an issue with respect to that second piece, as well.

Your Honor, there were a few informal objections made by ICI, as well, that we'd like to address very quickly. There have been some issues regarding the 363(m) finding and the 1129(a)(3) findings and what good faith is and how it works. We addressed this a little bit I think yesterday, Your Honor. But I think at the end of the day, you know, there was testimony by Mr. Harshfield who said, look, I have no collusion, no involvement with Bay 9. We have nothing to do with them. We had nothing -- we didn't collude or propose this in some improper fashion.

And, more importantly, Your Honor, I think the record shows that 1129(a)(3) is complied with because you've had multiple plans by multiple parties and I think collusion or inappropriate cooperation has been less of an issue than consensus. I think everybody's been doing their own thing and we finally got to this part. So, Your Honor, I think that I don't see an issue with respect to the plan. The plan's being

proposed in good faith.

In terms of solicitation procedures, Your Honor, there was some evidence educed as part of the cross-examinations that there was a change between the fourth amended and the third amended plan. Your Honor, we're happy to go through the elements of the third and fourth amended plan, the redline. It was filed at Document Number 1242. It is the debtor's view and the plan proponents' view that the changes are not material. They're mostly conforming changes to update the facts and update the orders that have been entered subsequent to the original approval of the disclosure statement and plan. It did change the notification regarding the trustee identification, but the only sort of larger change that we do not believe is material, Your Honor, is a modification to the treatment of former residents.

And, Your Honor, we do believe that this modification (a) is an improvement to the former residents. It improves their treatment under the plan and this specifically addressed all the residents that, all the former residents that said, hey, you may never rent our property to somebody else which means our refund may never get paid. And to put it sort of broadly, the changes that the refund trigger is three years after they leave or three years after October 25th if they're already gone.

So that's just at a very high level what the summary

is, Your Honor, and that's an improvement. So we think, Your Honor, under 1127(a) and Bankruptcy Rule 3019(a) if, first of all, if the change is disclosed to the creditor it's impacted, the creditor is involved in negotiating the language and the modification is not likely to change the vote, the change is either material or it's appropriate even after solicitation if those factors exist. And that is, Your Honor, Reagor-Dykes Motors, 18 -- I'm not going to use that one, Your Honor. So that cite's too hard for me to say. So In re American Solar King Corp., 90 B.R. 808 (Bankr. W.D. Tex. 1988). And there's multiple authorities in the Ninth Circuit and other circuits for this particular proposition.

THE COURT: I can just call Judge Jones if I need him. I'm good.

MR. JOHNSON: I think you can, Your Honor. And then, Your Honor, there's a solicitation certificate that was submitted and there's a town hall -- and the one last thing I want to discuss, the town hall meeting. We did specifically, and counsel for the Committee can verify this, as well, we -- the Committee members and the residents were champing at the bit to get up and talk about this plan when it was filed when this final plan, the third amended plan was filed.

We specifically maintained, as did the Committee, we said, look, you can't solicit this plan until the Court has approved the disclosure statement. So there was no town hall

until we had the hearing before Your Honor where you approved the disclosure statement on the record. Town hall was the next day, Your Honor. And so just to be clear on that, there was no solicitation in advance of approval on that particular issue.

And, Your Honor, the last thing I have is the approval of the Lifespace settlement under 9019. I think Your Honor made a fair -- there was a fairly extensive record made today, more than sufficient to survive, to satisfy, rather, the 9019 standard or the lowest standard of reasonableness for approval of this. Your Honor, the debtors played a role in this, but a sideline role in this particular issue. This is Lifespace's money and how the residents got it. Mr. Harshfield did testify he thought it was a better outcome for the residents than not giving them $143 million. So, Your Honor, we think that that is in the best interest and we think it's a reasonable agreement to approve as part of the deal.

So, Your Honor, I would just say in closing and I would reserve a few minutes at the end if there's some things we need to respond to, but I would say that I'm happy to say that we are protecting the residents' interest in this. This is the closest we've ever gotten to not being able to protect the residents' interests. So I commend all the parties involved at working hard and keeping that as part of the focus this thing and we think that the plan is a great success for Edgemere and for the residents and, frankly, for all parties

involved.

So thank you, Your Honor. Unless you have any questions, I'd cede the podium to the next party.

THE COURT: Thank you, Mr. Johnson. I just have one question and it's with respect to your 1127(a) argument of the creditors' involvement and essentially what you've argued is an enhancement or an improvement in treatment. Is it your position that the Creditors Committee's involvement is the involvement of the creditors themselves?

MR. JOHNSON: I would say, Your Honor, the Creditors Committee's involvement, it was also the individual creditors.

THE COURT: Okay.

MR. JOHNSON: Mr. Williams has been in front of Your Honor several times --

THE COURT: Yes.

MR. JOHNSON: -- but if you'll recall at the disclosure statement hearing, there were, you know, maybe seven or eight other lawyers.

THE COURT: Mr. Williams, Mr. Sutherland, yes, okay.

MR. JOHNSON: Yeah, Mr. Siegel, all those folks.

THE COURT: Exactly.

MR. JOHNSON: They were all included as part of the resolution with respect to that.

THE COURT: Okay.

MR. JOHNSON: So we think under 1127(a) and 3019(a),

Your Honor, we think that that creditor improvement, they've disclosed they had input on the language and we think it, you know, it's unlikely to change their votes. We're giving them what they wanted so that they don't get locked up on accident here for some period of time. So thank you, Your Honor.

THE COURT: Thank you, Mr. Johnson. You always test the bounds of how quickly I can write.

MR. JOHNSON: I'm Iowa born, New York raised, so, Your Honor, I don't understand.

THE COURT: You know, I'm going to challenge that Iowa birth certificate. All right. Ms. Walker?

MS. WALKER: Thank you, Your Honor, Adrienne Walker for Bay 9 Holdings. And, Your Honor, I think we're like the infant in this courtroom as far as this process goes, so I want to thank you for allowing us to participate as much as we have.

And I do have one bit of I think we like to call it housekeeping in this court before I'm going to start my clock and that's just to alert the Court in the fourth amended plan there's Section 4.1.4 that is bracketed. Deals with non-solicitation, an injunction on Lifespace to not solicit the residents or the employees. That is also in the asset purchase agreement as a condition precedent. It will remain in the asset purchase agreement as a condition precedent. It's going to be removed from the plan. We have not reached that agreement.

THE COURT: Okay.

MS. WALKER: Similar, there was a couple of footnotes in the plan about requesting Bay 9 to be part of the releasing parties of Lifespace and at this point we didn't -- we're not in agreement of that, so that footnote's going to be removed. So it will just be cleaned up rather than having brackets in a plan.

THE COURT: Okay. Thank you, very much.

MS. WALKER: Thank you. And, Your Honor, I do want to echo a bit of what debtor's counsel says and this sale puts the residents first. At the outset of the trial on February 21st, we previewed this exactly to the Court that the sale would be a new day for Edgemere and now two weeks later we're here more than ever ready for that new day to start.

And unlike all the other parties here, when that confirmation order comes in with a sale, that's our day one. So we're just getting at the starting blocks here and we are eager and ready to go forward with the residents. And as Mr. Harshfield testified just yesterday, nearly all the current residents of the Edgemere support the plan and the cornerstone of that plan is a sale of the Edgemere to Bay 9.

Now with all the evidence now before the Court, the overwhelming weight of the record before the Court is that Bay 9, through its manager Long Hill at Edgemere, bring to the table a brighter future for the Edgemere where it's going to

operate as a premier senior rental living community in the Dallas area. And make no doubt, a rental community is precisely what ICI said it wanted before this case even started. So the very structure of this sale provides another layer of assurances to ICI.

I should have organized a little bit more before I started.

THE COURT: Take your time.

MS. WALKER: Okay. Thank you. But for the residents, each will enter into a new rental contract at each of the various levels of their living needs from independent living to the residents in the Plaza. And we anticipate that the residents will continue to be surrounded by their valued care team. The APA requires, and as Mr. Lawlor testified, it's our expectation that nearly all of the existing employees will transition to Bay 9 and be offered new positions with Bay 9 and this is to benefit both the employees and the residents and gives all of us assurances that the same trusted team will be meeting the needs of the Edgemere's residents and the current and future residents to come.

So the adequate assurances really has been the cornerstone of our conversations which is the cornerstone of the plan, goes to the experience, the expertise and the financial resources of Bay 9, Fund IV, Lapis Fund IV, and Long Hill, and particularly the principals of each of these entities

that we've heard from and their decades of proven success in this highly specialized industry.

Now as to experience, this Court has been well advised and we're going to get into a little bit more, but let me just frame it. I'm not going to go into the briefs. I think both ICI and Bay 9 have laid out the framework of the legal standard for adequate assurance, but just a few because I do think that there is a slight distinction that we want to highlight for the Court.

So a case Your Honor has already touched on in the property conditions bench ruling is the Senior Care Centers case. And in that case before Judge Jernigan, the Court expressly stated that providing adequate assurances does not require a demonstration that the obligations under the lease that we're going to thrive, that we're going to make a profit or we're going to guarantee performance.

We believe all of that, but that's not what adequate assurances require. Instead, the relevant demonstration is whether the obligor can meet its rental and other lease obligations. We understand there's rent. We understand now, everyone understands now there's other obligations under the lease.

And the Court is to engage in a very fact-specific analysis. There is no one size fits all with regard to adequate assurances of future performance. As I said in the

opening, it's a more likely than not standard. No party has found a case that has required an escrow or prepayment of rent and contrary to the landlord's reliance in the 2300 Wholesale case, it didn't require it. The parties actually opted into that and the debtor agreed to escrow the sale proceeds and so did the buyer.

So when we're assessing when an assignee is more likely than not, you need to go forward and do a very factual intensive process. Now that's precisely what we did. And unique -- not unique, I don't think, to this case, Bay 9 is a special purpose entity and that's not unique. But in the case law when you have an SPE, many -- which many bankruptcy sales are, the law is clear. You're going to look to the appropriate support behind that SPE.

Here, we have two forms and it's primarily what we presented to the Court. We have Lapis Fund IV and we have Long Hill. When you look to the supporting entities of this structure that we put together, it's crystal clear that Bay 9 is more likely than not going to meet its obligations. And, Your Honor, the case law C.W. Mining, the Service Merchandise Company case, and even the Bigraph (phonetic) case that ICI relies upon recognized the value of looking towards these supporting entities.

So now let's look at them. We're going to look at the experience, the expertise and the financial resources that

Bay 9 has brought to this, as well as with Long Hill. Lapis' experience, Ms. Hatch testified that Lapis, through its funds, including Fund IV, has invested in over 50 senior living projects to-date representing over 18,000 living units for approximately $580 million par value. These investments include both projects that offer entrance fees and rental structures. These projects also include ground leases, as well as fee interests. They are across the board in different jurisdictions.

It's not disputed that most of Lapis' experience is as a debt investor. Ms. Hatch testified that they're infrequently passive investors, however. However, Lapis' approach is to develop a deep level of knowledge of their credits in the industry and then they offer highly specialized debt structures to fit what many investors would call underperforming, distressed or special situations.

A significant percentage of Lapis' holdings are municipal and tax exempt bond financing. As Ms. Hatch testified, given the tax attributes of these financing structures, most of the borrowers are non-profits. And these borrowers tend to have a close relationship with their bondholders. Ms. Hatch also testified the majority of these senior living projects they invested in also require capital investment. So Lapis has deep experience in providing the resources to improve a project that can return to a competitive

place in the market.

While it's less common for Lapis to take direct ownership, you did hear the testimony that they have. And Ms. Hatch discussed Lapis' successful turnaround of a senior living project outside of Reading, Pennsylvania. And in that project, they built a personal care building and they took advantage of a tax situation when they exited that project.

Long Hill's experience. Bay 9 selected Long Hill particularly because of its experience leading as an independent manager for the Edgemere. And as Mr. Lawlor testified, Long Hill was formed in 1999, but it's owned by the United Methodist Homes which has been around since 1874. It provides services in the senior living industry.

Now Mr. Lawlor testified that Long Hill provides a range of consulting and management services to both strong and struggling senior living communities. Notably, his testimony across the board, including even from ICI's witnesses, that everybody thought Long Hill was reputable and capable. I don't think anyone has impugned the experience or the reputation of Mr. Lawlor and his abilities to run the Edgemere. And he has behind him a team of professionals and have experience in a highly regulated industry.

And, Your Honor, I think I want to pause on this. As you learned from ICI's own principal, Mr. Hannon, the two most important things he looks for when he's considering someone

who's coming into a project is whether that new operator has the experience in the industry and has experience in Texas. And he testified to that on February 23rd, Page 90 of the transcript. This is precisely what Long Hill has.

As Mr. Lawlor testified, Long Hill presently operates two projects in Texas, one is an eight-community project called Cardinal Bay in the greater Houston area and that has over 1,000 units, and the other is Stoney Brook closer to the Waco area, taking this depth and decades of experiences you need to apply to the expertise you need at the particular situation.

So applying these, the first steps that Bay 9 did was to produce a business plan. That business plan comes with three elements. The first is we looked to Long Hill and asked Long Hill to build out an operational business plan, the Long Hill model. And that model is going to reintroduce the Edgemere as a rental community.

A large portion of the testimony you heard two weeks ago surrounded the structure of the Long Hill model and I am not at all going to get into any of the minutiae, particularly the confidential assumptions that were discussed. And I just want to remind that those were still confidential and I don't think we want to cut this open session.

Mr. Lawlor testified the model was realistic. He had projections over the next five years of an operational business plan. He applied his extensive evidence. There was extensive

evidence regarding how they came at the assumptions. We heard at length about why those assumptions were reasonable and that they are realistic and he has his, based on his experience, are going to be particularly focused on turning around the Edgemere as this new rental product.

So neither Bay 9 or Long Hill are going to stand up and say to you that's a guarantee of performance. I wish we could, but no one can predict the future. And so taking all other considerations to play, the Long Hill model is a reasonable assessment for this business.

And, notably, Mr. Polsky was the rebuttal witness to this model. However, we heard Mr. Polsky has limited experience in senior living situations and while he offered some anecdotal thoughts to the senior living industry, it's crystal clear his evidence and his sensitivity analysis was not based on his opinions of the future trends in the industry. Rather, his sensitivity analysis said if this particular assumption in the Long Hill model is not achieved, then this is the result.

While Mr. Polsky's analysis was mathematically exact, it provides the Court with limited value in challenging the underlying assumptions that the Lawlor team put together when developing the model. But, ultimately, even Mr. Polsky's testimony acknowledged that if everything goes wrong in the Long Hill model as he outlined in his sensitivity analysis, Bay

9 would still have the resources available to meet its projected business needs. And if you look at his sensitivity analysis which you can suggest will everything go wrong? Probably not. But even if it did, we have enough cash and commitments to meet the needs.

Applying this experience, next we have the business plan, next the property conditions. This sale hearing was thankfully not all about the property conditions. However, it still was actually a significant amount of the evidence before the Court and perhaps even more than was at the property conditions hearing. The important factor for this sale and adequate assurance hearing is why did Bay 9 want this information and what did it do with the information once it had it.

You heard from Ms. Hatch that she carefully considered these assessments as one of the tools necessary to understand the physical plant, they do the a fair job, these property condition reports, of highlighting property conditions that may need to be planned in the future for repair or replacement. You heard from Mr. Hull of Terracon, Mr. Winnecke of ARCH and through the deposition testimony of Mr. DeHenau of Plante Moran that the operator or the responsible party in this case should plan for various capital expense needs in the future. And this is exactly what Bay 9 has done.

While Bay 9 would need to do much more in assessing

any particular capital campaign, Bay 9's business plan took the property condition and said if ARCH's analysis turns out to be what is needed for the Edgemere, we should plan for it. So Bay 9 folded into their business plan the ARCH projected capital needs of the community at Exhibit 10, Bay 9's Exhibit 10. This is precisely what a prudent owner would do when they're building out a business plan.

So now we have a business plan. How are we going to support it? We need that third element of this, the financial resources. So we have the experience, the expertise, now the financial resources. With a solid business plan, the first step is we need to capitalize Bay 9. First part, as soon as Bay 9 was appointed the stalking horse, there was about approximately $2.5 million that was put into an escrow for the sale. That money had been funded now months ago. Ms. Hatch testified as to that there was a financial commitment letter at the time in December for enough resources to satisfy the purchase price.

We heard at the time of her testimony that another $55 million was cash advanced as a capital commitment completion to Bay 9. So now Bay 9 is sitting on approximately 57 and a half million dollars of cash in a bank account and a deposit. Ms. Hatch also testified that sponsor has provided direct commitments to Bay 9 in the amount of $15 million for CapEx or any working capital shortfalls. Basically, whatever

Bay 9 determines it needs in its business decision and determination, it can ask the sponsor.

You also heard from Ms. Hatch that the sponsor has never failed to meet a commitment to any of its credits. This includes as a DIP lender, this includes as a capital funder for capital projects, working capital. It has never missed its commitment and it would not do so here. It doesn't make good business sense, but it's also not what they have done in their history. So Bay 9's Exhibit 8 is that commitment letter that provides those details to that $15 million.

There was also particularlized $1 million for the rent. So if there's -- and while that 15 could be used for the rent, Bay 9 wanted a particular assurance to say to ICI you also have this. I understand it is not a direct privity. That was intentional. However, it is direct to Bay 9 and Bay 9 has provided those assurances.

So now after the sale closes and the purchase price is paid, Bay 9's balance sheet will still have about $9 million of cash available to fund this business. It will also have $16 million in commitments from its sponsor to satisfy and meet its needs in the future should they come to be. However, with all of that, we still had a trial because ICI, I think, will never be satisfied with Bay 9 because as they outlined ICI thinks the law requires a little bit more.

They want I think in their original request, I don't

know if this is still where they are, they wanted $52 million set aside in a reserve that kind of matched the Plante Moran. They wanted a year of rent prepaid or in some other assurances. Yet the evidence is clear that you heard in trial the lease does not require any security deposit or other financial assurances. That was the original deal.

You also heard testimony that when this original deal was put in place in 1999, there was no requirement either for that, for those assurances. They said, Graystone, put up 3 million. And I've run the numbers. I'm sure Your Court can do, too. Three million dollars in 1999 is still far less than $9 million today. And so ICI was fully aware at the time that that was the deal they were cutting. But because you're in bankruptcy doesn't mean you get more. It means you have to get assured that someone's going to meet the needs of your lease.

So what happened at different increments of time before today with the lease? You heard testimony back in 2015 at the expansion project that Edgemere is expanding, taking on significant additional debt. And yet while the lease didn't require it, ICI never asked for anything more either. Didn't say, you know, you're going to be putting in all this debt, I'm not sure where we're going, give me more. No, they didn't ask. Maybe it's because they just accepted that's what the lease said and moved on.

However, in 2019, when Lifespace came in, the lease

said this is a change in your member. Gave them, I think the reading of the lease says gave them an opportunity to make that ask, but they didn't. Doesn't mean, you know, it doesn't mean that it would have been granted or not granted, but we don't know. But we do know there was an opportune time for ICI, yet they did nothing. They took it on their face value and -- but, however, now they want to rewrite the lease. That's not what Section 365 is about. The test is about adequate assurances, is the offer enough to meet the needs under the lease more likely than not. So that's the bulk of the adequate assurance.

I do want to touch briefly upon the good faith and the sale requirements, that the sale was negotiated in good faith and at arm's length. Yesterday, for the first time, ICI suggested that they think there may be some facts to suggest bad faith in the sale process. Frankly, these suggestions to Bay 9 are offensive. That's not what the testimony said. That's not what we heard for a week. The uncontroverted testimony of the parties, and I made sure to stand up and ask at every increment, was that this process was incredibly transparent.

The first witness was Ms. Hatch and she talked about the corporate structure right at every level, how Fund IV is a bondholder in this case, how, yes, of course, they track different projects across the board and, yes, of course, they take it to their business to learn as much as they can. That

is just prudent business. That is not collusion, that is not bad faith.

And there's nothing in the record to suggest otherwise. Rather, the evidence is plain, Bay 9 is not an insider, Bay 9 has had no other involvement as a debt investor. When they decided to change their hats and to also be a bidder in this process, they were excluded for certain conversations, they were excluded from certain parts of the process. You heard the testimony how access to the debtor room was only permitted once the debtor owns up for everybody else. Doesn't mean and Ms. Hatch testified that yes, she had some information as the bondholder, she had some information from just the public domain as well. But, collusion under the bankruptcy code requires some discussion among bidders to change the sale price to fix it, to get less value. There weren't any other bidders here, that's what Mr. Fields testified to. There was no collusion and there was no bad faith, I expressly asked those questions of Mr. Fields as to his involvement.

So, the negotiations to the sale, yes, of course, because the sale started as the bondholders' sponsored sale plan in early November, the negotiations were only with the bondholder and the bond trustee's counsel at that time. It doesn't mean they weren't robust in arms length because we were all there. I recall how many versions of an asset purchase agreement went to and you heard the testimony about how Ms.

Hatch had specific requests to change the base case or the form asset purchase agreement. Critically, were to put the cures on the seller, the adequate assurances on the buyer. That was critical. There were many other aspects to it, but that was negotiated at the time, back in November and, Ms. Hatch told you the reasons for that. And as well as I said, Bay 9 hired its own independent counsel, they acted independently at all time for the sale and were prudent to do that because they're no stranger to bankruptcy insolvency. These professionals have done this, they know how to do it and they act prudently.

So, then after we finished the first round of negotiations, the plan sponsors get a second bite at the apple because now they've conceded in having a global settlement which is fantastic for the residents, however, that means we just an opportunity to now negotiate directly with the debtors, and they did. Yes, through counsel, both counsels. Both Polsinelli and our firm negotiated probably another felt like ten versions of an asset purchase agreement. I actually think the footer reads like 25 or 26. There were strenuous arms length negotiations on many, many aspects. I think I know much more about IT property interests than I otherwise wanted to. But there's no suggestion in the record that there was anything but good faith, arms length negotiations among the bidders. Mr. Fields own uncontroverted evidence as the broker for the project said that the value offered by Bay 9 and the process

that was run was fair, transparent and there was certainly no fixing of the price that would warrant any suggestion that 363(m) or (n) are imprudent in this confirmation order.

Two more points that I have. One, there are no donut holes to this asset purchase agreement. To the extent we had any, we truly do think we took the Court's thoughts and concerns at heart. As we were in the, as I, I speak in the royal way, were in the Uber back to the airport on Friday evening, already planning how we're going to address this. Now, of course, we got lots of lawyers and have talked about the arms length transactions that we have, yes, it took into the evening of Monday to get to a signed asset purchase agreement, however, we think that that is exactly what is necessary for this situation.

I'm not going to get in -- unless Your Honor has questions, I'm not going to get into all the ins and outs of all the asset purchase agreement terms except for to say, the second amendment, we think and the demonstrative tries to outline how it fills any donut hole there might be as to the gap for ICI and that was our sincere intent. But, it was also our sincere intent to not have this argument happen a day after closing. That is critical. What buyer would want to come to this court, pay $50 million to know it's going to get sued? It has watched this story, it does not want that story for itself. It is not fair to the residents of Edgemere to have to have

this story continue.

So, we say, it is abundantly prudent and appropriate and worthwhile of an order to have this order say, if you did not see a default and either because they didn't prove it or it didn't exist or for whatever reason, they did not prove a default to that property condition, if the property stays the same, there should be no default. If the property condition changes, that's for a different story and whether or not that rises to a level of default, that will be addressed. Ms. Hatch gave the testimony of how she intends to run the business and those assurances are why we're here today.

So, I think while we might be the infant to this deal, I think it's pretty clear to us what this case is really about at this point because we have tried to come and prove everything we can do, yet it's not enough. And so, I think ICI's goals have been laid bare by this process. The Court has heard testimony from Mr. Hannon how months before the Chapter 11 case even started, they formed a business partnership with Kong Capital to take over the Edgemere. If Kong Capital wanted to bid, would have put up $50 millions and would have bid, but it didn't. What is it doing? We think that this a part of a process, the first proposal by the creditors before the bankruptcy case. Maybe that was altruistic by ICI and Conn to try and work something better out for the community. However, that contingency planning was happening just yesterday with the

olive branch that I just said in the last examination of Committee's counsel. That's still going on. And, yes, contingency is important but I think there's a little bit more than contingency going on here. I think they would like to get the community for free and that's, you know, that's their business plan, that's fine, I don't think that this is what is best for the residents and it's certainly not what this bankruptcy plan is about. So, after all the evidence has been put forth in the sale, as to the sale itself, that needs to move forward. Bay 9 would like to just own this community, would like to actually have a wonderful relationship with the landlord for the next 30 years, put this to rest but until that time, to draw a metaphor from the Monster Verse movies that I watched as a child, Godzilla and King Kong are still fighting and I meant that pun intentionally. And I fit in to the ancient documents and I know the hearsay rules and I know who won that movie at the end. So, where do we go from here?

I want to return to a time where I started, to the residents. The residents are fatigued by this process, we heard from the ombudsman this morning. We've heard it from the Committee members and, frankly, even Bay 9 is a little bit fatigued, even if it's the newest member to this party. But Bay 9 is truly enthusiastic to obtain the Court's approval to move forward with the sale, which includes as I said for Bay 9, just getting out of the starting blocks. We have regulatory

approvals, Your Honor even noted as 30, 45 days in the future. So, we just want to get started. We need to get started to move forward if we're to get out of this before the DIP ends. We're already working but we can't submit regulatory approvals until we know if we're going to be the successful winner. I don't even think we could if we wanted to. But, we, technically, probably can't.

So, we believe we put on a compelling opportunity for a new day at the Edgemere for its residents. We believe we've submitted ample evidence to provide Bay 9 has provided a level of adequate assurances that far exceeds most that you see in a sale case but, particularly, here for ICI. They are getting a financially supported, healthy new company with the experience of Long Hill that's going to manage this. They have been committed. The day we found out that we were going to be the successful winner, they were boots on the ground at the Edgemere, they were talking to residents, they were talking to the executive director. They tried, and I actually think, had a healthy conversation with the landlord. I'm not getting into any of the merits of it, of course, but that's the kind of people that are going to lead the Edgemere and the residents going forward.

And, so, we ask the Court to approve this sale, to approve the assignment of the lease to Bay 9 with the adequate assurance package it has offered to ICI and to confirm this

Chapter 11 plan. I understand Your Honor has a lot of work it do, too, in the future, so I am not, even though you can hear my eagerness for an order, I understand that that's going to be in the pipeline and I know you're working on it but it truly is a new day for the residents. And unless Your Honor has any questions, I will cede, perhaps, depending on what is said, maybe a moment or two for further.

THE COURT: Thank you very much, Ms. Walker.

MS. WALKER: Thank you.

THE COURT: I don't have any questions. Appreciate it. Mr. McCartin.

MR. McCARTIN: Thank you, Your Honor. I want to address two things, the Lifespace settlement as well as the fee cap in the plan. But, I'd like to start with bragging, if I may about my Committee in this case. Not really my Committee, it's your Committee.

We had numerous former and current residents on the Committee. Mr. Nye chaired the Committee. All Committee members were sophisticated, educated and fully engaged in the process, more so than I've ever seen a Committee be involved. Mr. Nye informs me that we had 32 separate meetings over the last year, most of which lasted a minimum of two hours. And, in addition to that, most of the members monitored almost every hearing by WebEx, which was amazing.

I won't duplicate my testimony earlier today but I

was looking at the 5th Circuit case of Cajun Electric and the court said that the bankruptcy court should determine that the settlement was the product of an arms length bargain and not fraud or collusion. And, you know, clearly the settlement was negotiated between Lifespace and the Committee and, certainly, no fraud or collusion.

The 5th Circuit also said that the court should consider the best interest of creditors with proper deference to their reasonable views. As the Court knows, we've had overwhelming support in the voting and not one opt-out. Not on resident decided, I don't like this settlement, I'd rather take my chances in court which, I think, speaks volumes.

With regard to the fee cap, Your Honor, I think the evidence establishes pretty clearly how that evolved, The bondholders sale plan that was originally filed in Section 2.2 had no fee cap. Only when Lifespace approached the bondholders to negotiate an entree into the bondholder plan, was the fee cap introduced and, clearly, the bondholders and Lifespace negotiated a price, if you will, for admittance into the bondholder plan for Lifespace to be able to use the bondholder plan as the vehicle to propose and obtain approval of the settlement as well as third party releases, as part of the settlement. It was a necessary step that, quite honestly, the bondholders charged Lifespace for. The Committee was not involved in those negotiations. The Committee was not invited

to participate in those negotiations. That was a bondholder, Lifespace negotiated deal and they eventually arrived at a deal where Lifespace agreed to pay $16.5 million to the bondholders for entree into the bondholder plan.

The bondholders, apparently, attempted to manage the administrative expense claims of the estate, of professionals, by introducing into those negotiations a cap on professional fees. The problem is, Lifespace, of course, would have been okay with that, they're not Lifespace professionals, they're not Lifespace fees, they're third party fees of the Committee and the debtors. They were negotiating with the wrong party. They did not include the Committee and they did not include Foley. They did not include Ankura, and Foley and Ankura are, in fact, the holders of these particular claims and 1129(a)(9)(a) says that except to the extent the holder of a particular claim has agreed to a different treatment. Foley never did, Ankura never did. There's no evidence that there was ever any agreement to a different treatment. The argument is, yes, but you saw drafts of plans, you were provided an opportunity to redline and submit proposed modifications to the plan, to the plan proponents and you didn't bang on tables hard enough. Your four or five e-mails weren't enough to put us on notice that you weren't consenting, or, it's somehow an implied consent. We dispute that that could possibly be the proper legal outcome.

And, if, in fact, this is how it works, if, in fact, this is allowed in this case, won't every plan proponent begin drafting into plans caps of administrative expense claims, caps of gap period claims, caps of any other claims that 1129(a)(9) provides, have to be paid in full, in cash, on the effective date unless the holder agrees to a different treatment? This just can't be. A plan proponent can't be allowed to usurp and rewrite Congress' statutory requirement of confirmation of a plan. 1129(a)(9) says, the court shall confirm a plan only if the holder of a particular claim has agreed to a different treatment, unless that holder is being paid in cash, in full, on the effective date for its allowed claim. The court clearly can have a hearing, the parties can clearly object to fees and the court gets to determine what was reasonable, what provided value, what didn't provide value. But, we don't think it's fair in a case that, quite honestly, the Committee and its professionals are proud of their contribution, to be forced to work a couple, three months free, just to manage the bondholders recovery, to increase the bondholders recovery.

Now, we're not the only professionals included in 2.2. It's estate professionals and our first clarification was that KCC, who, quite honestly, has a pretty hefty fee, would be an estate professional and the parties have agreed to exclude KCC from their attempted cap. But the debtors' professional are included and that would include, of course,

FTI and Polsinelli. And I think it's interesting to point out that a co-proponent of the plan, the debtors are co-proponents of the plan. The debtors are represented by Polsinelli and the proponents of the plan, including Polsinelli as counsel, have put forth a plan that includes 2.2, that they don't agree to, which is unique also. So, you have Polsinelli who is saying we agree with the Committee, this cap is not lawful, is not legal and is not appropriate under 1129, but it's in a plan we proposed. I understand why, I understand that there was a difference of opinion between Lifespace and bondholders. The allegation is that the bondholders agreed to pay the first 1.5, Lifespace was supposed to be responsible for the next 1.5. As the evidence showed, we were provided copies of those e-mails, it just didn't look like the parties ever came to an agreement. So, what happened was, they only put in the first 1.5 as a cap and not the second, which no one became responsible for the fees over and above 1.5.

I know it's the tail wagging the dog, I'm embarrassed to be up here arguing about legal fees when I have constituents with $150 million of refund claims in their homes and health and welfare at risk, we're proud of the result of the bankruptcy proceeding. It was ugly, it was difficult, it was hard to watch, but I think the results, quite honestly, extremely beneficial to all the creditors of the estate, but I just don't think the bondholders should be allowed to limit

administrative expenses in the plan. Thank you.

THE COURT: Mr. McCartin, and I'll have the same question for UMB, which is, you know, I'm faced with a, I mean, it may be the tail wagging the dog in the bigger plan but I'm faced with a bit of a conundrum. If I were to agree with the Committee that this is an 1129(a)(9) issue and, essentially, this provision has to be stricken, then what then? I guess my question is going to be for both parties, what hill do you want to die on? And I used that analogy and I'm already rethinking it, of course, but that's the question. Does the Committee believe I can excise this and say, no, it doesn't comply with 1129 and strike it, or do I send you back to the, do I sent the parties back to the drawing table? And then the question -- because I think what the bondholders are going to tell me, I'm rewriting their deal. I am rewriting the deal that they, as plan sponsors, agreed to because, you know, and I read between the lines of Mr. Bleck's statement, the days are running together, I think it was the end of the day yesterday, where he said, essentially, we need to know what the pecuniary loss is because at the end of the day they need to know what dollars they're playing with. And that's a perfectly acceptable statement from UMB because I do believe that we need to know what dollars we're dealing with, but I need to know what you guys are asking me to do. Are you asking me to not confirm the plan with this in it? And then I'll ask Mr. Bleck the same

thing. If they're willing die on the hill of, you know, this is the plan, then I want to know what the parties are asking of the Court.

MR. McCARTIN: I have a legal answer and a practical answer, I think, for that.

THE COURT: I'll take them both.

MR. McCARTIN: Yes. I think legally the Court can't control and neither can the Committee control what the plan proponents write in their plan and if they write a clause in their plan that violates a Congressional statute for confirmation of a plan, that's their problem and if the Court says to them, your plan you brought to the Court is not confirmable under the law, it's just not and they have a decision to make, fix it or run the risk that the Court won't confirm their plan.

The practical guidance I think the parties need, would be for the Court to indicate its opinion about this provision and allow the parties to resolve it as we resolve thousands of other disputes in a Chapter 11. I don't have any power in this proceeding because, quite honestly, I feel stuck in the middle. The Committee feels that its professionals are stuck in the middle between the real issues, are the debtors' professionals. The debtors' professionals haven't been filing, well, Polsinelli hasn't been filing a lot of monthly fee invoices, so there hasn't been a lot of transparency, but I

think they just filled last week, January, that was alone $560,000. The entire cap is a million five, for a five month period. We don't want to be diluted by a pro rata share of the million five, with debtors' counsel who's clearly running up a lot of fees.

I think there's a deal to be made there. The real issues, debtors' professionals and the bondholders and we're just -- I just wish they wouldn't have thrown the Committee professionals into this chess move, if you will. And the parties, if I were the court, you know, if the Court doesn't feel it has the legal authority to confirm this plan if it doesn't comply with the 1129, I would suggest, for case management, that the Court let the parties know and tell them they have an hour to go figure this out. But right now, it's a game of chicken, isn't it? Hey, Mr. McCartin --

THE COURT: Exactly the words that were in my head.

MR. McCARTIN: -- your clients are getting a result that you've supported and you negotiated hard for and you did a lot of work along with Committee members to formulate and paper and support, do you really, do you really want to risk that for three or four thousand, hundred thousand dollars for Foley and the answer is, I shouldn't be asked to pay for the cost of this bankruptcy proceeding, unless my fees aren't reasonable. If I didn't add value don't pay me, but if I added value, and I did my job, why should I have to pay for this plan? And I'll play

that game with the bondholders or Lifespace. I'm not sure which of those parties ended up agreeing to pay the fees, clearly they didn't come to an agreement or they don't agree that they came to an agreement, but I think they all knew the fees were going to be closer to $3 million in the aggregate and they talked about a million five for the bondholders and a million five for Lifespace but, they just never came to an agreement, but we shouldn't be punished for that. I wasn't in the room, I wasn't involved. It's difficult, but, you know, if this works, you know, if this works on behalf of the bondholders, if they can propose a plan and throw in a paragraph that allowed administrative expense claims are capped for payment, that's going to change Chapter 11 throughout this country, I think. I think we're going to see it in every plan.

THE COURT: Thank you, Mr. McCartin.

MR. McCARTIN: Thank you.

MR. WALKER: Good afternoon, again, Your Honor. Eric Walker on behalf of Lifespace Community Bank.

I want to start my closing by echoing some of the comments that some of the other parties made and thanking the Court and the staff for your accommodations throughout this case. This has not been an easy case. We've had a lot of very long days here, but you, Your Honor, and your staff have been extraordinarily accommodating to all of the parties here and I just want to make sure that we expressed that gratitude for the

Court's time and hard work throughout this process.

Lifespace does support confirmation of this plan which has been overwhelmingly approved by every class of creditors that was entitled to vote on the plan.

At the beginning of this case, Lifespace made it clear that it was committed to supporting Edgemere through this Chapter 11 process. As the Court knows, it's not been an easy case. There have been a lot of pivots along the way, there have been a lot of twists and turns over the past ten months, but throughout that process Lifespace never wavered in its support. Even now, where the plan proposes that Edgemere will be sold to a third party buyer, Bay 9, Lifespace has agreed to contribute more than $160 million to support the Chapter 11 plan, provide or augment the recovery to bondholders, pay resident refund claims in full and provide a mechanism to continue life care benefits for the residents of Edgemere and even pay the administrative costs for administering the payment of these refunds and benefits to residents.

Lifespace was not legally required to make those payments, but it had become clear in this case that Edgemere could not continue operating a life care community under a ground lease with a finite term. That is the extraordinary problem presented by this case. And that problem was compounded by a recalcitrant landlord that has been unwilling to negotiate. Consequently, the best and only available option

for Edgemere, moving forward, is to convert from and entrance fee life care community to a rental community.

Despite these significant challenges, Lifespace has stepped in to provide an extraordinary solution. Residents will be protected by this plan in the sale of Edgemere to Bay 9. They can remain in their homes that they have grown to love at the Edgemere, albeit, under new ownership and new management and Lifespace has agreed to the settlement and contribution agreement that will provide funding to a residence trust, that will pay resident claims and subsidize their life care benefits moving forward for the duration of their stay at the Edgemere.

Now, Your Honor, the Court heard testimony from Nick Harshfield, the CFO of Lifespace, that Lifespace is committed to following through on its obligations under the settlement agreement and that Lifespace has the financial wherewithal to do it. The Committee and the residents, who have an economic interest in the settlement agreement, unanimously support its approval. You heard testimony today from Mr. McCartin, Committee counsel, that the settlement is fair and reasonable and should be approved in exchange for consensual releases under the standards of Rule 9019. All current and former residents who voted on the plan and the settlement agreement voted to approve it. No resident with an entrance fee refund claim elected to opt out of these consensual releases under the plan. This is a 100 percent unanimous approval of the plan and

settlement agreement from those creditors and residents that have an actual economic interest in the success of the settlement agreement and of the plan.

The only party that's complaining about approval of settlement agreement is the landlord who has no economic interest in a settlement agreement. By now it's become clear that their objection is just the last in a long line of obstructionist tactics intended to derail the successful outcome for residents so that the landlord can take over the community for their own economic benefit. Their objection should be overruled.

We think this plan represents the best possible outcome for Edgemere, for its residents and the best possible exit from this Chapter 11 case and we join the plan proponents in requesting that the Court confirm this plan.

THE COURT: Thank you, very much, Mr. Walker.

MR. WALKER: Thank you, Your Honor.

THE COURT: Mr. Bleck?

MR. BLECK: I can safely say, Your Honor, good afternoon. It's been a long day, it's been a long week, it's been a long 11 months. It's been quite the process over the last 11 months, as well. I think I've told you that I've been involved in senior living distressed facilities for the past 15 years. Actually have one more year over Mr. Johnson pre-dating Erickson.

And I would say this is the most difficult case we've ever faced as a bondholder, as a resident population, as creditors dealing with this particular issue which I think everybody has said stems from the structure of this transaction, its dealing with the ground lease. But, in addition, it's the motivation of the landlord's advisors and business partner associated with how this case was approached.

So we heard from the beginning that ICI, the landlord, was that their biggest fear from the beginning of this case was that the community was insolvent, it would not be able to resolve its issues, and that somehow the community and its residents would be hoisted upon the landlord to deal with. And the landlord said it had never faced such a situation before. They're a commercial landlord. They deal with commercial properties. So they needed some guidance to deal with this particular problem in the senior living space.

And so they retained their experts to guide them through this process. And through these industry experts led by Kong Capital, the landlord and its advisors have engaged in a 24-hour, 7-day a week process of planning for, as what we've heard, the contingency and to otherwise game plan the chance to maximize its interest in the ground lease.

Now we heard testimony in the prior proceeding before this Court that Kong Capital is an offshoot of a private equity firm in which two of its employees, quote, lifted out to wander

out into the forest to find something for us to work on. As further noted by Mr. Schlicher, we like finding something that is a little bit broken and then understanding and seeing if we can get involved in it.

Well, Kong wandered around and found its next and apparently only project. It was the Edgemere. We heard testimony that Kong was investigating a, quote, opportunity at another Texas CCRC, The Buckingham in Houston, when counsel at the Attorney General's Office, the regulators, apparently alerted Mr. Schlicher to a, quote, bigger problem at the Edgemere. So then Kong then searched on the Internet to find out who owns ICI and then reached out to ICI. And Mr. Schlicher testified that ICI had, quote, just decided they didn't understand what to do when he called.

So, from the beginning, ICI, at the direction and advice of its advisors, undertook a path to create an atmosphere that the Edgemere was a sinking ship and hopelessly insolvent. Indeed, we heard right from the beginning on day one of this case that Mr. Schlicher from Kong was quoted in the Daily -- Daily, excuse me, the Dallas Morning News that, quote, I fear that the residents are in a sinking ship and some of them may not even know it.

Additionally, and as this Court highlighted, prior to the bankruptcy, ICI sent a letter on February 22nd to a number of parties, including the regulators and the Edgemere resident

association, with the re line, quote, Edgemere, need for immediate attention. And this letter was recently highlighted in this Court's order on the motion to compel. This letter, among other things, expressly noted that the landlord believed that the Edgemere was on the verge of defaulting under its lease, that the lease would be terminated, and the property would revert to the landlord.

The letter went on to state that its expert industry consultant Kong has the necessary expertise and personnel to convert this community to a rental model. Of course, what the letter failed to address was what would the impact have been on the residents upon such a conversion relating to the refunds. And this narrative of insolvency, the sinking ship and the all out effort to terminate the lease continued through this bankruptcy process itself.

Time and time again ICI, through its advisors, proclaimed that it was, quote, indisputable that the debtors are or about to become administratively insolvent. And this was all in the context of public filings and during hearings as the residents and former residents listened and most likely not even understanding the context. Rather, these residents only heard the constant drumbeat that the Edgemere was hopelessly insolvent and it was just a matter of time.

In fact, we hear today from the ombudsman that once against tensions are very high at the Edgemere and

understandably so. I mean, this has been an extremely difficult and long case. And what's the most frustrating thing about this case is that although things have changed dramatically for the best, dramatically, the landlord's advisors continue to pursue the strategy of suggesting there's no hope for the Edgemere.

This is despite the fact that the plan that's before the Court for confirmation resolves all of the issues that the Edgemere has faced. The plan is the culmination of various negotiations, adversarial positions, and separate and distinct plans. The Court has heard once exclusivity was lifted, there were competing plans and ultimately the parties, as typically works in a bankruptcy proceeding, get together, talk through the issues and come to a solution that works for everybody and that's exactly what happened in this case.

The UCC and the debtors abandoned their plan, the debtors became a joint proponent of the bond trustee and the bondholders plan and the UCC became a plan supporter. Additionally, Lifespace became the major contributor to fund the plan in which 100 percent of the refund obligations will be paid to residents. And, more importantly, the plan provides for the transfer of the community to an entity formed by Lapis Advisors which you've heard has deep experience in the senior living sector and has retained Long Hill as its manager/operator with also extremely deep experience in

managing rental communities in the senior living sector and in particular Texas.

And on top of that, Bay 9, through the adequate assurance trial, has shown adequate assurance of future performance here, showing $57.5 million on its balance sheet. It's clearly sufficient to cover the $48.5 million of the purchase price and leaving 9 million in cash after the closing to address ongoing operating capital needs of the facility. And then, in addition, the sponsor behind Bay 9 has provided a further capital commitment of up to $15 million as additional insurance, as well as another million dollars placed in an escrow for rent under the ground lease.

But that wasn't the end of the story. As everybody said, this was a sale case. So we did retain, the bond trustee and bondholders retained RBC Capital to do a comprehensive market test. And as reported, RBC Capital Markets, which is one of the premier investment banking firms in the country in the senior living sector, ran a complete and fulsome process as provided for in Mr. Fields' declaration reaching out to more than 800 groups, including more than 1,500 individual contacts and 15 interested parties actually executed NDAs and various parties conducted due diligence and toured the facility.

Ultimately, no one submitted a bid, but it was widely marketed and offers solicited. And as Mr. Fields has said in his declaration, the ultimate indication of fair market value

is a market test which is exactly what we had here. Ultimately, as I said, there were no offers received which we're a bit disappointed about because it goes directly to our recovery. Believe me, we would have loved to have seen a higher and better offer. We simply weren't able to obtain it. And we're here to confirm a plan where this community will be transferred over to Bay 9.

Notwithstanding that, we've heard arguments that somehow this sale process is tainted because the Plante Moran report, which put it in perspective here, the Plante Moran report was commissioned 18 months ago by the debtors in connection with a completely different purpose which was to negotiate a restructuring among the bondholders and the landlord and that was specifically testified to by Mr. Harshfield.

And as further testified by Mr. Fields, potential bidders were notified of a more recent property inspection report and he specifically said that that entity was available to bidders if they so desired. But he further testified that a potential bidder, if they were going to decide to move forward with an acquisition of this project, especially given all of the noise that was created by the landlord regarding the capital expense needs at the facility, they were going to hire their own independent party to do that assessment. They weren't going to rely on an assessment 18 months ago, let alone

an assessment done fairly recently. They were going to have to do their own investigation.

And then I think, lastly, as this Court noted, the Plante Moran report would have only possibly suppressed a bid as opposed to help create a higher bid at the end of the day. So this noise about the fact that the sale process was somehow tainted, the evidence suggests completely the opposite. And, once again, we're trying to simply leverage any fact we can to jeopardize this process.

So I'm going to step back and talk about where we are with this plan and you've heard it from everybody else. But it solves $144 million of refund obligations. And it's not just solving it in terms of paying percentages on the dollar. The expectation is that they will be paid in full which is an extraordinary remedy here.

The plan also deals with the secure creditor of the bond trustee. It also deals with the unsecured creditors. But, more importantly, for the landlord, it deals with the basic structure of the community by converting this community to a rental community which is exactly what their advisors recommended and suggested from the beginning.

And, lastly, the community is being transferred to an entity that has the experience and knowledge in the senior living sector, but in addition is bringing on an owner and operator. But that wasn't good enough, Your Honor, associated

with this how we reach this global settlement and resolved all of these issues. And I remember standing before the podium when we were proposing the plan, the joint plan among everybody and I shouldn't have, but I kind of joked that I said I think we're done with this case.

We're going to be assuming and signing the lease, the obligations will be cured, we'll be moving forward and I think that was my biggest mistake in the case and my biggest underestimation of this case because despite this I'm going to say eloquent because it was an eloquent solution and a universal solution to each and every one of these issues, ICI through its advisors continued its campaign of attempting to disrupt and otherwise avoid the outcome that everybody worked so hard to.

And what did they do? First, they provided an all out effort to destroy the economics of this deal which I'll get into in a second. Then it was a full court press relating to the question of the purchaser's ability to provide adequate assurance of future performance. And then the final point was a 42-page objection to confirmation of a sale case, a sale plan.

So first on the economics and I apologize for going through this again, Your Honor, but it just puts everything in perspective here. First, as you know, we developed this and I think people kind of look back and say maybe we shouldn't have

done it this way, but we set up this tri-party process regarding the assumption and assignment of the lease. So we first started with the non-monetary cure costs, then we went to the monetary cure costs, then the adequate assurance of future performance.

And, as the Court knows, we set a bar date. We specifically set a bar date for the cure amount associated with the obligations outstanding under the lease because we needed to understand what the extent of the liabilities were. And on December 23rd the landlord filed a cure claim in excess of $63 million . And I'm going to choose my words very carefully. I know Your Honor has chosen her words very carefully. But I think it was a strategic move on the part of the landlord. Because if you look at the $63 million if that was truly the extent of the cure claim it would be impossible to confirm this plan. There's simply not enough dollars.

So when they filed that cure claim we filed -- we sent a letter saying we don't think you have the basis to assert this cure claim, at least the $52 million you're suggesting with CapX and they simply said no, we have a legal basis, we're moving forward with it. So we had to file that motion to strike. And it was probably one of the first times I had to file an emergency motion to strike which is almost like a Rule 11 over the holidays working through the end of December through January. And then ultimately we had a hearing on that

motion to strike in the beginning of January, as the Court recalls. In that motion to strike --

THE COURT: One moment.

MR. BLECK: Yes.

MS. VANDESTEEG: Your Honor, I'm not one to stand up to object to closings, but this sounds a lot to me like relitigation of issues that have already been done and decided and determined in connection with the other two hearings. And I thought that we were here for closing on sale and adequate assurance and confirmation. And this seems to be going pretty far afield, Your Honor.

THE COURT: Okay. Thank you, Ms. Vandesteeg. Again, the Court perceives this as the wrap up. This is the closing of the case.

MR. BLECK: Oh, I'm sorry.

THE COURT: And so what I'm going to allow, because again, I do recognize that we've had this trifurcated process and we've had closings on all these issues, but at the end of the day this is the sale hearing and this is a confirmation hearing. So I'm going to give UMB a little bit of leeway here. And I think that at every part of the case there's been various arguments that bleed to the litigation. They bleed, you know, to different parts. So given where we are, and this is confirmation, and we didn't have openings I'm going to allow some leeway here in terms of the argument. And I'll give the

landlord the same.

MR. BLECK: Thank you, Your Honor. So as I said we were at the motion to strike stage and at the end of that hearing I think the Court, I'm going to choose my words carefully again, gave a give to ICI and said I'm going to give you a second chance to amend it. I'm going to give you that opportunity to amend because we heard from counsel that oh, no, no, that $52 million that we asserted as a cure isn't due today. It's a continuum of obligations.

So based upon that they filed an amended cure cost claim of $15.68 million. So a reduction of almost 70 percent. And then we went to a trial on it, on that $15.68 million. And then ultimately as the Court is aware you found that there was very limited amount of non-monetary damages that have incurred under the lease. In fact, you noted, Your Honor, that the landlord has all but abandoned the cure statement and closing likely based on the actual evidence adduced in favor of asking the Court to simply have the estate cure in the abstract without putting any number to the cure. So we got through that issue. I will say that it was minimal cost. We went from 52 million to 15.6 million to maybe a couple million dollars at the most.

And then we turned to the monetary portion of the claim. And you've heard these numbers before. They're astronomical. We started at an amount at the end of November

of $8 million, they climbed to over $12 million at the end of January, and I think as I repeated yesterday I don't know where they are today. But it's an astronomical amount.

THE COURT: And I will ask that of ICI. I recognize it's a bit of an unknown, but I will ask essentially where the pecuniary loss is today. Because, again, I think that it bleeds into the overall issue of the amount of sale proceeds, the feasibility of the plan, and candidly I'm not unaware of how deals are struck.

MR. BLECK: And I appreciate that. I will also say that, and I think you've taken a look at my closing relative to the feasibility and some of the other issues, but there was an expectation on the part of the bondholders here with respect to a recovery. And as I started yesterday I had mentioned to the Court residents are being paid a hundred percent, bondholders are recovering. It was an estimate of 40 percent which is a 60 percent reduction which is a significant reduction. But every dollar that's included in the cure cost is a dollar reduction for the bondholders. And I'll just say it this way it does put the plan at risk because there is the option to withdraw the plan by the initial plan sponsors.

So I won't go through the trial and the adequate assurance of what the result was. But it was another four day trial in the adequate assurance as well. And then we turned to the 42 page objection, the confirmation. Which once again was

just simply -- it's a sale plan. And most of the objections, and other people have raised this as well, are issues that have no impact on the landlord, but they continue to raise them.

With respect to the issues regarding the settlement reached with Life Space and the fact that the Committee stood behind that settlement, supports that settlement, there's a hundred percent unanimous consent to that settlement, and somehow we're taking testimony regarding that settlement.

We have these technical issues about the classification that Mr. Johnson addressed. We have an issue regarding the value of our secured claim in which there was uncontroverted testimony from Mr. Fields relative to what's the best indication of market value is which is a market test. And it went so far as to calling the claims agent, to cross examine the claims agent relative to modification of the plan itself and whether there was any discussion on the resolicitation. It's almost like we were in a law school exam where someone gives you a hypothetical and says tell me every single issue you possibly could think of regarding this plan.

So I'm going to go back to the beginning. We have a landlord who's professed that their biggest fear is that the community is going to be hoisted upon them and they're not going to know what to do. And as I said, Your Honor, we solved each and every one of their issues. And it's supported by each and every constituent except for essentially one. And why is

that? As I said we heard testimony before where the landlord said that they have never been faced with a situation like this before and they're relying on their advisors. Indeed, they say they're on the phone with their advisors and Kong who's their industry expert on a daily basis to discuss the issues.

And who are these industry experts? Two individuals from a private equity firm who likes finding something that's a bit broken and then understanding and seeing if we can get involved in it. And it's an advisor and they've testified to the fact they've never been a consultant, whose only project appears to be the Edgemere, and whose role has been, and as this Court has found, more of a business joint venture relationship.

So sometimes when I get to the end of a case I always reflect on whether the plan on the table is a fair deal. No one's ever going to get everything they want. But you look at it and you say okay, was it a fair resolution? And no one can argue that this is not a fair resolution. The residents and former residents' refunds will be paid by the sponsor, the community will be preserved and otherwise maintained as a going concern. The bondholders, depending upon the results of the cure issue will receive a 40 percent return which is not a fantastic return here, but as I said given the circumstances I think it's a fair return.

But the fundamental issue is that the structure of

the community will change to a rental model, the model that everybody including Kong has been pushing for to avoid the pitfalls of an entrance fee community with this ground lease and a defying term. ICI will receive a well capitalized tenant with a motivation -- and this is the key -- a motivation to be as successful as possible so that they can capture a return on their investment. As they've testified previously they're investment going forward is significantly greater than the investment they made in purchasing the bonds.

So the only way they get a return is if this community is successful. And that only occurs if there's no default going forward under the lease. And I'm going to be very frank, and the resident population is happy. Because growing up in this space we understand that the best investors and sellers of a community are the residents.

So, Your Honor, I would request that you overrule the objection and allow us to move forward to confirm this plan and be able to transfer this community and we can all move on from here.

Now with that I'll deal with the cap issue. I hate these issues. I really, really hate these issues. But we knew when we were negotiating the deal and we knew that when we had competing plans that we never thought that -- and I'll be very frank -- we never thought the debtor UCC plan was going to be confirmable. And we moving forward with our plan we were more

than happy to go forward with our plan. And it was approached to us and said we can't confirm our plan. And you've heard this testimony by Mr. McCartin, and we're going to abandon our plan, we want to join your plan. And it made sense, because it consolidated the issues, it streamlined the process.

But we were also concerned about all the costs and expenses that were being incurred in this case, because once again, it's coming from the recovery from the bondholders. And so as part of that settlement, and I know that this is uncontroverted as well, the structure was that there was a cap on professional fees from December 1st going forward. Because we looked at it and said okay, what has to be done going forward relative to this case? And we said okay, we can afford another $1.5 million associated with this. And that was part of the global structure in which we agreed to invite the debtors into our plan and make the Committee a plan supporter.

Now Mr. McCartin says he always objected to that settlement, but he didn't object to it until the first amended plan had been filed. And even then it was only after January 10th when he filed his objection. And I understand that I don't think that this is the --- an issue where oh my God in every single plan now a debtor or a plan proponent can do this. This was a global settlement with an agreed to structure going forward including putting a box around the professional fees as opposed to all the other admin claims which we knew weren't at

the table we would have to pay.

Now to your question about what do we do with this? No one wants to play a game of chicken on something like this. And I'm the last person that wants to do something like this with respect to what's hanging in the balance. So what I'm going to suggest, and it's not in my best interest, is that with respect to this -- if this is the only issue holding up confirmation give us an opportunity to see if we can work through this issue. I still think that there was a global settlement that everybody agreed to, that that was the deal that was on the table. But we're willing to have a discussion to see if we can resolve this issue. Because like I said, Your Honor, it is not my practice to play a game of chicken with respect to a case like this. So that's what I would suggest.

THE COURT: Thank you very much, Mr. Bleck.

MR. BLECK: Thank you.

THE COURT: And can I assume you stole Mr. Blythe's time?

MR. BLECK: I did, Your Honor.

THE COURT: All right.

MR. BLYTHE: Objection to that, Your Honor.

THE COURT: Exception noted. Mr. Williams.

MR. WILLIAMS: Good afternoon, Your Honor. A quick point of order. Mr. William Siegel who's not here with us today because he has COVID is remote and asked whether he could

have one moment --

THE COURT: Of course.

MR. WILLIAMS: -- following me to just speak on behalf of his clients who are also former residents.

THE COURT: Please.

MR. WILLIAMS: Thank you, Your Honor. Benton Williams on behalf of the Estate of Patricia Adams, Pamela Siviglia, and Andrew L. Adams, former resident claimants. Your Honor, the former resident claimants they are creditors in this case. But first and foremost they are families mourning the loss of a loved one who deserve closure. These families made tremendous financial sacrifices so that their loved ones could move to what they believed was the best care facility possible. They did that. And for years, long before any attorney in this courtroom was involved, for years these families have been mourning the loss and have been in search of closure.

At dinner tables throughout the city and in homes across this country and certainly with us today in the remote courtroom many, many families do not know whether the financial sacrifices that they made from their own bank account will be returned to them so that they can pay for their own life care.

This plan is not perfect. It does present -- Your Honor, it does present the best effort that these parties have to move on and to receive the money that they are owed so that they can pay for their own life care. Lifespace has agreed to

make the $52 million payment on the effective date and has agreed to make an additional nondiscretionary 11 plus million dollar payment the following year.

Mr. Harshfield, under penalty of perjury testified before Your Honor yesterday that regardless of whether these bonds close next month he will pay the effective date payment and the payment the year after that. We trust that Mr. Harshfield will honor the oath that he made to this Court. We do believe that this is in the best interest of these families. We respectfully ask, Your Honor, that you confirm this plan. I want to, and my clients as well want to thank Your Honor specifically for the thoughtful attention and great effort that you've given throughout this case taking time off from your time off as Ms. Green mentioned just to hear us. Especially for families that are mourning that means the world to them. Because for many years, and I mean that, for many years they've not had that. So we thank you, Your Honor, we thank the Court staff. And with that I would yield my time to Mr. Siegel.

THE COURT: Thank you very much Mr. Williams.

MR. WILLIAMS: Thank you, Your Honor.

THE COURT: Mr. Siegel.

MR. SIEGEL: Yes, Your Honor. Thank you. I really wasn't planning on saying anything, but when I heard there may be an issue on solicitation, I don't know how strong that argument is, but I felt at least I just want to be brief and

say something relevant to that. The refund trigger date definition and the treatment of the former residents and the fourth amendment plan is a substantial improvement from the third amended plans. The payment to former residents allowed, a claim being made no later than 60 days after October 31, 2025 even if the resident has not been leased. And I just remind the Court under the third amended plan the former residents stood to be paid in 18 years. And this was a huge concern that we raised at the disclosure statement hearing.

I'll also point out that negotiations for this language took place over a significant period of time. And Ms. McCartin was very much involved and assisted in the enhancement of the treatment of the former and current residents. We support the confirmation of the plan. Thank you.

THE COURT: You're very welcome. And best wishes on a speedy recovery.

MR. SIEGEL: Thanks, Your Honor.

THE COURT: I'm beginning to believe I'm bad luck for Mr. Siegel. I've seen him now in a walking boot, now he's got COVID. It's not me.

MR. SIEGEL: You're right, Your Honor, it's not you. I'm breaking down.

THE COURT: Have a good day.

MR. GOLD: People say it' a tough case. This is a new definition. Good afternoon, Your Honor.

THE COURT: Good afternoon, Mr. Gold.

MR. GOLD: Again, Ivan Gold, Allen Matkins, co-counsel for ICI. Today was, for me, as a relatively new entrant into the case. It was a trip down memory lane that I didn't travel previously and there were moments where I wondered what case I was delivering my closing argument in. A lot of the history of this case is not particularly relevant today. Some of it is, but a lot of it isn't. We heard about events that occurred prior to the filing, we heard about negotiations and posture that was taken in the early stages of the case. I'd like to spend most of my time talking about the actual ground lease, the actual provisions of the bankruptcy code, and the actual evidence before the Court.

There are 16 requirements of Section 1129A that are the focus of all confirmation hearings. It's unquestioned that the plan proponent or proponents bear the burden of proof of establishing that each of these requirements has been satisfied and indeed the current form of proposed order acknowledges that. The Court is charged also with the responsibility for determining whether the debtor has proven each of the required elements of 1129.

The plan sponsor's ongoing and continued attempts at demonization of the landlord and ad hominem attacks on the professionals do not modify the plan requirements in Rule 1129. As this Court knows the landlord did not default on the ground

lease. The landlord did not cause the lease to come within termination three weeks prior to the petition. The landlord did not file this bankruptcy proceeding. They are an involuntary participant. ICI was not included in any consensual plan process because of the adversary proceeding.

Indeed, you heard this morning from Mr. McCartin how difficult it was to even get permission for the landlord to speak to the Committee. It's also important to remember some positions the plan sponsors and the debtors took relative to we'll just pick on assignment and assumption of a lease. Let's not forget the debtor's original position was that the cure was zero. Let's not forget that the debtor and the buyer agreed to an APA that did not include a complete assignment of the lease going out of its way to exclude certain liabilities that would otherwise been part of a complete assumption.

Yes, the second APA -- the second amended APA filed Monday morning fixed most of that. But that was Monday morning. The issues regarding the AP were the subject of multiple pre-hearing briefs, multiple days of testimony, Your Honor's comments at the conclusion of my motion during the adequate assurance hearing, and it still took over a week.

We heard today from a number of the attorneys on how long they've been practicing in various areas. So I'm going to do it, too. I've been basing my practice around Section365 for over 30 years. My first appearance in this courthouse was over

20 years ago in front of a new Judge, Harlin Hale in the Gadzucks (phonetic) case. And in that case we actually tried one day trial -- I know that seems quaint in the context of this case -- we had a one day adequate assurance hearing.

THE COURT: Not surprising for Hale.

MR. GOLD: But, Your Honor, the adequate assurance issues relating to the form of APA and the scope of assumed liabilities had been resolved before the hearing even started, because that's what usually happens. So everybody talks ab out how usual through their lens this case is. I'm telling you through my lens this case is very unusual. But all the same our focus today which is the sale and confirmation hearing must be on the ground lease and the applicable provisions of the code. And that focus must be on what are the legal standards that must be met for the lease to be assumed and assigned, and the standards for confirmation of a plan that is premised on that sale?

So let's start with 1129. We'll look primarily at 1129(A)(1). The plan complies with the applicable provisions of this title. 1129(a)(3) the plan has been proposed in good faith and not by any means forbidden by law. And 1129(a)(11) confirmation of the plan is not likely to be filed by a liquidation, the need for further financial reorganization of the debtor or any successor to the debtor under the plan unless such liquidation or reorganization is proposed in the plan.

There'll be a couple other code sections we'll talk about.

And also we heard a lot of good faith/bad faith prior to me going to the podium. I want to talk about good faith. Good faith is an inherent requirement which runs throughout the entire bankruptcy code. Because as the practitioners even older than I am like to say, because the bankruptcy court is a court of equity, but we must remember it's also a court of law. But also because of the fluidity of bankruptcy proceedings. And certainly we've heard from counsel on the other table this case has been fluid. Equity demands a balancing of the competing needs of the various constituencies. And that takes us to 365. Section 1123(b)(2) says a plan may provide for the assumption and assignment of a lease, quote, subject to Section 365 of this title.

So even though we're trying to confirm a plan through a sale the requirements of 365 still apply. This is about the ground lease exhibit 5(e). It's about the com honoree or as is assignment of the ground lease as it is. Not as the debtors or Bay 9 wished it to be. It's not about the adversary proceeding. So we know before assigning the lease the debtor must assume it first. And if the debtor wants to assume the lease and Bay 9 wants to step into the debtor's shoes through assignment it must comply with 365.

So the Court has already addressed cure and I'm not going to relive that except as it relates to the proposed order

at the end of my argument. But now we're here with respect to adequate assurance of future performance. And as I mentioned we've taken a big step through the second amended asset purchase agreement. The so-called donut hole which I'll thank Ms. Walker for it, proved she read our brief. The donut hole was filled. And that's great. She also addressed, and it was the second half of your comments and one we'd all been thinking of, how to deal with the fear, and I think it was fear, of the default the next day and the material change, language that's found there is satisfactory.

I was working on something very similar. But I think that was kind of obvious because the fact is Your Honor's ruling well not yet final, because things anew being submitted to you that will require supplementation of your thoughts, but never the less there was enough collateral estoppel in there that stuff would have had to change for us to declare a default. So it's a satisfactory solution.

There are some technical aspects. We mentioned the typos. Those have been fixed. There are a few minor issues I'll mention, again, at the end when we're talking about the proposed order. But that part of adequate assurance is largely satisfied as we sit here this afternoon. But while the structural issues are resolved we're still left with the more conventional financial aspect of adequate assurance. And Ms. Walker cited, we've all cited it, and Judge Jernigan and senior

care centers 2019 case that the primary determinate of adequate assurance, a further performance is whether an assignee can meet its rental -- the keys words -- and other leases obligations. It's not just limited to room.

And as I previously argued to you adequate assurance is a facts and circumstances evaluation that's determined on a case-by-case basis. And the Fifth Circuit opinion in Texas Health Enterprises -- another healthcare case, stands for that proposition. But we've cited other materials in our brief. And the parties also agree adequate assurance can take many forms. But as we've stated previously the facts and circumstances of this case is this is not your ordinary garden variety lease. This is a long-term ground lease that has almost 32 years left on it's term. The lease premises are aver 16 acres, we have a multi building continuous care retirement community, CCRC that current has over 300 residents. This isn't in a box in a shopping center or a ware house or logistics facility or a multi-family apartment building. This is a large complex campus under a long-term ground lease where the annual rent is over $4 million a year. That's our context.

When we look at cases talking about oh, you know, a security deposit of $50,000 some bankruptcy judges help us and actually tell us how big that lease is somewhere in the beginning of the opinion. You'll be hard pressed to find many cases involving property this big and leases this substantial

and leases with this much remaining term. So those are our facts and circumstances. And that's the lens of adequate assurance in this case.

You previously heard evidence of the condition of the property, the deferred maintenance, some of it gives rise to a default, some of it doesn't, but everyone agrees that the property needs work. Maybe not today, maybe not tomorrow, but soon. And those are part of the lease obligation. I have a demonstrative, Your Honor. There's a lot on here, Your Honor, and I'm not going to read it all to the Court. In fact, just a window, the decision to put the highlights in red that was my recommendation to make it easier to read.

But this tries to incorporate Your Honor's ruling factually. And we've seen it expressed in other ways in some of the charts. Indeed the attachment to the second amended APA just does in a different format. So the left side of the line is the stuff, the conditions that are underway that you identified. The ones that are highlighted in gray are things that require further investigation, and a further report to the Court. But this is what's underway. That's the cure.

But let's move to the right. On the right side of the line are things that were identified, and we picked the Terracon report for purposes of this chart, these are things that are coming. Not necessarily tomorrow, not the day after closing, but these are closing. One we focused a lot on was

the roof. Roofs have fixed lived. They can be extended with good maintenance. But at some point, like a car, it just needs to be replaced. There's 32 years left on the lease. It's not inconceivable the roof will have to be replaced twice.

There are other things that were identified as in approaching the end of their useful life. This is the to do list. Again, is it tomorrow? No. Is it the day after closing? No. But is it over the term of the lease, or as we saw from Terracon they estimated $24 million over the next ten years subject to further investigation. We might find new stuff. There could be surprises. I once represented a landlord in a little bankruptcy called General Motors where in the middle of the cure process there was a good North Texas hale storm and some designer decided that it would be great to have natural light in a giant warehouse so in North Texas the property had 200 skylights. I don't think they'd do that anymore. Things happen.

So we also, let's not forget over a shorter period Arch projected 18 million. So these are among the obligations. These are among the obligations of the lease being assumed that the assignee will be responsible for in addition to over $4 million in rent. Because leasing a property is different from owning a property. An owner can postpone stuff a lot more than a tenant can because a lease has obligations to maintain the property and do certain things at certain times. An owner --

we've all had neighbors whose heat's been broken for a year or their air-conditioning is out for two months. We've all -- you can do that as an owner. But it's your responsibility to maintain as a tenant. If you're going to comply with the terms of the lease you have less flexibility.

So who is our assignee here? It's Bay 9 Holdings, LLC. And it is undisputed that Bay 9 is a newly formed special purpose entity, a new co, and I agree with Ms. Walker that that is a frequent vehicle used to buy stuff in bankruptcy. But while a new co might work in certain contexts does a new co work when you are assuming liabilities of the magnitude of this ground lease? Applying a new co to adequate assurance of future performance and the standards articulated by Section 365 and the cases Bay 9 has no operating history, it has no employees.

Now, its principles are affiliated with Lapis Advisors, LP. And there is no question that Lapis has a history of investing in distressed debt in special situations in over 40 senior living projects. We heard the testimony of Mrs. Hatch who's certainly experienced in that field. That field. But investing through bank or bond debt in the owners of 18,000 or more units, which was her testimony, is not the same as being a tenant under a ground lease with 32 years to go. How does her experience translate here?

Lapis first became involved in the Edgemere by buying

a portion of its bond debt At a discount because that's what Lapis does. That's their business. But Mrs. Hatch testified that she'd been monitoring and was familiar with the Edgemere for over six years. And through the SPE structure there's actually multiple entities, Grenelle Holdings, LLC is the sole member of Bay 9 and its parent. And then Grenelle is in turn owned by Lapis Municipal Opportunities Fund IV. We call them Fund IV and I'll continue to do so.

It is Fund IV that acquired approximately $22 million of debt, the bond debt of the debtor earlier last year. Mrs. Hatch testified it was approximately 22/23 percent of the bond debt. But it's also important to remember that Fund IV became part of the DIP lender here. So notwithstanding those roles here is it equally important to remember that Lapis has only once been a direct owner and operator of a senior living community. Mrs. Hatch identified a property called the Heritage of Green Hills in Shillington, Pennsylvania. And I know Pennsylvania pretty well. I had to look up that it's near Reading. And it was bought in 2019. And I think it's really important to note that Lapis sold it within three years.

Now Mrs. Hatch testified that they built new facilities, they invested in the property, but, Your Honor, that's a flip. That's their one experience in owning and managing a piece of property in the senior living space rather than investing in bank or bond debt. And it's important to

note as well that during that time Lapis did switch managers. It went through two managers during that process.

So given their relative lack of operating experience Lapis, through Bay 9, turns to the Long Hill at Edgemere, LLC. Another new co, but affiliated with the Long Hill Company. And the Long Hill Company is an experienced operator. Although there is testimony that while they are reputable and experienced operator they have never been in a situation like this where we are moving from an entry fee CCRC to a rental model.

And it's important to remember that Long Hill who was initially retained by other parties assisted Bay 9 with financial projections and those projections appeared in the document we talked about a lot, the infamous Bate stamp Bay 29 which is Bay 9's Exhibit 10. And that report used two sources, the Long Hill's model and the property condition report prepared by Arch Consultants. You heard about Arch quite a but in the cure phase. They were initially retained by the plan sponsors. But we also know that Bay 9 had the benefit of the Plante & Moran report and you now have the testimony of Mr. DeHenau.

So Bay 9 synthesized this material into the projections we see in Bay 29 and they lost almost under those projections if everything goes according to script, everything goes according to plan they lose $8 million in year-one, 7.9 in

change more accurately. So again, as part of the process this gets back to my earlier comment. Originally the capitalization of the buyer was to be 48 5. And through the process nine million was added to the capitalization. Didn't start that way, but that's where we are today. Just like we didn't start with the second amended APA.

And if everything goes according to plan under Long Hill's projections Bay 29, it's a negative nine million. It's almost $8 million in that first year, almost taking down the entirety of that capitalization, the working capital the new co starts with. But that's their plan. There's no wiggle room. There's no flexibility, and its questionable whether they have the resources to deal with -- to use Your Honor's term -- a black swan event that could occur in this type of community.

Now, in response you heard the testimony of Mr. Polsky who again agreed while Long Hill was a reputable operator their assumptions he described as not only overly conservative, but fundamentally flawed considering some market realities. Operating expenses appear to be understated compared to historical averages, his inflation rate was unrealistically optimistic. All we do is look at CNN yesterday. The turnover projections were far lower than industry averages for rental independent living communities. The move-in projections were aggressive according to Mr. Polsky's testimony.

But you also heard from Mr. Polsky how Lifespace's ability to fund the settlement under the plan and whether the funds are truly going to be available on the effective date would impact those projections. So given those projections and those projected operating losses part of the adequate assurance due, what was landlord offered? Again, two versions. We saw the first Lapis commitment letter was vague, but we do have the second Lapis commitment letter, and it had two elements. The first was a million dollar commitment across three years for the payment of rent. And it's important to remember again context, that's three months rent, not even. That's big number, but so is the rent.

So that's the highest amount of stress they can handle, three months rent? So there's a separate commitment in this letter, the $15 million commitment. It's described as the CapX commitment, but the text of the letter does say that it's available for working capital. And Mrs. Hatch testified that in fact rent is included potentially. It's a second source of rent. But if you follow the Long Hill projections they're already taking a dip into this letter in year two, right out of the box.

And again, remember, Mr. Winnecke testified that his 18 million over five years which becomes part of the Long Hill model did not even include unit turnover remodeling expenses. So is there enough money? But is this commitment real? It's a

commitment from Lapis -- a Lapis entity Fund IV to Bay 9. It's not a commitment to the landlord. It's not a guarantee. What happens if Fund IV refuses to pay its subsidiary? Is that skin in the game? Is that commitment enforceable by any other party? The document expressly disclaims third party beneficiary status to anyone.

Among the cases we've cited to the Court is Res Tech which can be found at 624 F.3d 376. It's a Seventh Circuit case from 2010. And there the Court denied the assignment of four executory contracts to a third party. And in the Seventh Circuit opinion Res Tech talks about the fact that the assignee needed financing to perform under the lease and had received a commitment from a party that intended to provide it, but the assignee had, quote, no enforceable right to demand this financing. And the Seventh Circuit under those circumstances observed that the bankruptcy judge was, quote, understandably skeptical, close quote, that the assignee would sue its one affiliates. That's the commitment letter here.

Another element of adequate assurance of future performance is the outlook in the industry. And here that's not particularly favorable. A few examples, a non-exhaustive list, the Buckingham in Houston just emerged in 2022 and is already potentially in default. The Amsterdam at Harborside filed a bankruptcy in 2021. We heard from Mr. Harshfield about the Stayton which had a pre-packaged bankruptcy in late 2019

emerging in 2020. And we heard about the financial condition at the Stayton as well as reference to it in some of the reports to the bondholders. We have the Mirador in Corpus Christi filed in February of 2019.

So all the adequate assurance factors point to something is necessary to provide adequate assurance here given the magnitude of the lease obligations, given that the status the new co status of the proposed assignee, given the operating projections, their own projections. They've even of right shown negative numbers. But nothing is offered beyond the commitment letter.

So Ms. Walker talks about what I call the four corners rule. You got to stay within the boundaries of the lease. The answer to that is no. That's not what the code says. Because if we were staying within the four corners of the lease the landlord would have a consent right. But 365(f) replaces that with this. But just as the code section taketh, it giveth. I talked at the beginning about balancing. That's the job of the code and the job of the Court. 365 represents a series of competing measures that provide the balance in the assignment process.

Remember as I said previously assignment is a judicially compelled novation. This is not a transaction. The landlord did not choose to have its tenant in bankruptcy, and the landlord did not choose to have its lease assigned and have

its consent right taken away. So we're already outside the four corners of the lease. So we have 365(b) which has cure. We've bot (b)(1)(B) pecuniary loss. We've got (b)(1)(C) adequate assurance. We have (f)(2) adequate assurance in the event of an assignment even if there's no default. Another interesting provision, of course, is 365(k) which again modifies the lease by saying that if we assign the debtor's off the hook. The estate has no lingering liability. That's the underpinning of the complete assignment requirement. But again, that's contrary to a provision of the ground lease.

So while the code taketh it giveth back with adequate assurance. But there's also 365(l). And 365(l) is pretty plain. 365(l) simply says that in the case of an assignment the lessor may require a deposit for the performance substantially the same, quote, as would have been required by the landlord upon the initial leasing to a similar tenant. The best attack on 365(l) is can't find any cases. It's in Colliers. It's in the code. The language is pretty straightforward. There's not an excuse to ignore it. And it's part of the balance that's provided by 365.

Interesting as part of the four corners argument Ms. Walker also said she attacked the 2300 Xtra Wholesalers case. And she said the parties agreed there. And candidly, Your Honor, she must be reading a different opinion than I am, because the language is pretty clear in the text of the opinion

that the bankruptcy court ordered, ordered an additional security deposit and funds to be escrowed. That case is at 445 B.R. 113. That's an appeal to the District Court of the SDNY from the Bankruptcy Court. There they ordered a five year security deposit. Now, that was only a 35,000 square foot lease. The rent was lower, there was lower exposure. But that case, and we've cited others in our briefs.

So you heard the testimony from Mr. Hannon who testified that if Bay 9 was presented as a tenant outside of bankruptcy context probably wouldn't do the deal in the first instance, that the situation today is different than it was in 1999. Graystone's level of experience is different than what's being presented today. The building was backed by bonds. It was new or was going to be new, because they were using some of that money to rebuild some of the buildings there. But today in 2023 we have a distressed operation --

THE COURT: How is being backed by bonds more financially secure than not being levered?

MR. GOLD: Because the question is by how much? And given the model at the time. I think it's unfortunately --

THE COURT: Weren't the bonds to build the improvements?

MR. GOLD: Primarily. Not exclusively, but primarily. But that only increases the value of the property.

THE COURT: Okay.

MR. GOLD: Makes the property more secure would be the -- in terms of security for the ground lease performance. New buildings are skin in the game, Your Honor.

THE COURT: Well, I understand. The buildings are there now, right?

MR. GOLD: Yes. But you also heard from Mr. Hannon that ICI regularly requires that its future and potential tenants provide security for leases. And he identified multiple types of things that he would look to that included deposits, parent guarantees, third party guarantees, personal guarantees from a principle, letters of credit, prepaid rent. But something the landlord could enforce. If there was a failure performance something the landlord could enforce. And Bay 9 is not proposing that.

It's also important to remember just like there's no four corners rule there's also no only game in town rule. You don't change the requirements of 365 just because there's only one party before you. The requirements need to be met. And the fact that someone is the only bidder can't be leveraged to get a better deal under the code. The requirements are there for a reason, because we're not using the four corners of the lease. Just for that reason you can do what you've been told you cannot. The cases allow you to order stuff. You will see examples in our brief of cases pre-paid rent, escrow. These things have been ordered. Yes, most of the time parties offer

and parties agree. But that doesn't mean that you can't order or you can order it conditionally. I will not approve it unless you do X. The case law permits that. There are too many examples.

So we have other issues with the plan and I will tie them to adequate assurance and future performance. First, Lifespace is contributing $16.5 million to the bondholders. Why? What is that payment for? The third amended disclosure statement which you approved says Lifespace has further agreed to pay 16.5 million to the Trustee on the effective date for distribution to current holders of the original bonds pursuant to the terms of the original bond documents as a settlement of any potential claims the Trustee may have against Lifespace.

The Fifth Circuit says in order to approve a compromise under Rule 9019 the settlement must be fair, equitable and the best interest of the estate. That's Jackson Brewing at 624 F.2d 605, a venerable 1980 Fifth Circuit decision. But newer case law teaches us that there are five factors that the Fifth Circuit has considered in the fair and equitable analysis, the probability of success of the litigation, the complexity and likely duration of the litigation and resulting expense and convenience and delay. Also related to that is difficulty in collection. The paramount interest of the creditors and a proper deference to their respective views, the extent to which the settlement is

the product of arms length bargaining and not fraud or collusion and any other factors bearing on the wisdom of the compromise. That's In re Moore, 608 F.3d 253.

With respect to this compromise you heard no evidence to support those findings. You heard testimony from Mr. Harshfield that he was unaware of any potential litigation claims against Lifespace. We certainly didn't hear what those potential claims were. We didn't hear what exactly was being settled. The debtors and the plan sponsors didn't offer any evidence. Compare that to what we heard from Mr. McCartin this morning with respect to the residents' trust settlement where he went through each and everyone of those factors. We didn't hear any of that from Mr. Harshfield. This supposedly, according to disclosure statement, is a payment to the bondholders pursuant to terms of the original bond documents. But the bondholders were classified in this plan without regard to the value of their collateral. Why are the bondholders not unsecured creditors at least as to the portion of their claim on the bonds? Ordinarily classification is based on the face amount of the bonds.

Does this comply with Section 1122? Does this comply with Section 506(a) that requires that allowed secured claims are only secured to the extent of the value of such creditor's interest in the estate's interest in the property? And undersecured claim is to be bifurcated.

Look at Exhibit 27. That's the 2017 series bond indenture official statement at Pages 17 and 18. And it says right there, and Mr. Bleck referred to this, security interest securing the notes is of limited value. The lien on the leasehold estate and lien on the property granted under the master indenture provides limited security. Little property that is subject to the liens consists of the general purpose buildings suitable for industrial or commercial use. Consequently it would be difficult to find a buyer or lessee for the property and upon default the bond trustee or the mast trustee may not obtain an amount equal to the aggregate liabilities of the obligated group including liabilities with respect to -- in respect of the bonds then outstanding from the sale or lease of the property.

Yes, there was 48 5 acquired or to be acquired through the sale. Was any effort made to value the respective interest? The bondholders didn't have a lien on everything. And it certainly wasn't the lease that was driving the value, because you've heard from day one in this case that the lease is above market. But there was no appraisal. There was no valuation. Mr. Harshfield's declaration at Docket Number 1243 in support of the plan contained no description of that. And my questioning of him also we discussed the fact that the debtors filed previously in connection with an earlier plan such a motion in connection with an earlier plan proposal and

later withdrew it. Those are Dockets 824 and 886. The withdrawal was in December.

This is also not a payment to the estate. This is not going into the estate to be distributed according to the code. This is a sweetheart deal with the bondholders. This is a direct payment. We heard one description of it was effectively the price of participating in the plan. Does that elevate the bondholders to a greater recovery than they might be entitled to applying the bankruptcy code? The debtors aren't a party to the agreement. Mr. McCartin testified the Committee had no role in that settlement. Yet Lifespace is a released party under the plan. They're defined as such in Section 1.135.

It's important to look at that. So they're making -- a non-debtor is making a payment to a non-debtor, yet getting a release. And the other part of the plan release that includes Lifespace is the fact that they're getting a release even though they're not required to make a payment to the resident trust.

THE COURT: So explain to me, Mr. Gold, it seems to me there are a variety of affected parties under the lease. A variety of parties that may not be made whole in some way. Is the landlord one of them?

MR. GOLD: Yes. Let me tell you why.

THE COURT: Okay.

MR. GOLD: And this is why even -- and this is a problem of the debtor's own making. Even if -- it's 365 requires us to be made whole with respect to the categories that are there. But the adversary turns that on its head. Because if the landlord wins the adversary the landlord -- first, it's stayed right now. The landlord could have a contractual entitlement to recovery of attorney's fees. The landlord could have, once the action is unstayed, a counterclaim for which it would have damages. So the landlord -- that could or could not be, again, depending on your ruling, outside the scope of pecuniary loss because pecuniary loss you could determine it is included, you could determine it's not included. But if it's not included we are just as much a potential creditor as anybody else. There's no place to go.

THE COURT: And you were going to sue Lifespace?

MR. GOLD: Potentially.

THE COURT: Okay. Is your counterclaim against Lifespace?

MR. GOLD: I don't believe it is now.

MR. VANDESTEEG: No.

MR. GOLD: But it would be precluded. But it's also it's not just --

THE COURT: So what are the landlord's objection to the bondholder settlement? Where is the effect on the landlord to the bondholders receiving funds as part of the settlement?

MR. GOLD: Two. One is the Lifespace release, and two, to the extent the bondholders are getting more than they would be if the debtor engaged in the valuation process which has been abdicated. Those would flow to unsecured creditors. Yes, the bondholders would become unsecured creditors, too, but at least the landlord has a right to recovery of that enhanced pool. But all that was avoided through whatever the 16.5 million is. And we heard no evidence about it. Nothing. Nothing.

So given -- can I continue? Do you have any more --

THE COURT: Please.

MR. GOLD: Okay. Thank you. So Lifespace is getting a plan release that is not conditioned on a payment to the estate, it's not conditioned on a payment to the resident trust. Because we heard from Mr. Harshfield that they're independent. So if Lifespace under Fifth Circuit law getting a release because it gave money to the bondholders?

THE COURT: Isn't Lifespace obligating itself to the tune of $143 million? Don't quote me on that number.

MR. GOLD: No. The question is is the contractual commitment which is not the same as payment, is the contractual commitment sufficient consideration to warrant the third party release? I'll address that in a moment.

THE COURT: Okay.

MR. GOLD: According to Mr. McCartin the benefits of

the settlement were fixing Lifespace's liability to the residents. Privity was his value. But what happens if Lifespace defaults? Mr. McCartin and his constituents, the residents trust have causes of action under the trust agreement, but no money to prosecute any of those claims. There is no funding as a practical matter to go get it.

THE COURT: Is that your deal to criticize, Mr. Gold?

MR. GOLD: Well, again, Your Honor, we're about half a page away from me saying why does the landlord care?

MR. JOHNSON: Your Honor, this might be a time, I don't know what we're doing on time, but we've been up in front of the Court now for three hours approximately, we got back on the bench. I thought they only needed about 40 minutes. I think --

MR. GOLD: I said 45 to an hour, but that's fine.

MR. JOHNSON: Okay. Well, I'm just saying there's a -- I appreciate that. I'm just sorry, I didn't want to jump in in the middle of the flow.

THE COURT: No, I appreciate that, Mr. Johnson. I think that my preference would be to get through ICI's closing and then we'll take a break, we'll measure time. It looks to me like we'll still have time for the Donosky closings as well and still have, I think, sufficient time for rebuttal.

MR. JOHNSON: Thank you, Your Honor.

THE COURT: You're welcome.

MR. GOLD: So we have a different problem or related problem to can Lifespace perform? Does Lifespace really have firm commitments? We heard about the bond offering, but when we went for details we heard about NDAs. It's a secret. And I would just refer you to case law we've cited without evidence of a firm commitment. That's not feasibility. So without the firm commitments Lifespace said they may -- they would dip into their operating funds. But we heard about Lifespace's precarious financial condition highlighted by its own financials that were admitted into evidence. And the discussion in the Fitch warning, Exhibit 20A. So we're just supposed to trust Lifespace that they'll make the payment.

So why does the landlord care? First is we heard from Mr. Hannon separate and apart from the bankruptcy code. The landlord cares as the property owner and a member of the community. But now I'm back to the bankruptcy code. This is where feasibility and the plan provisions bleed into adequate assurance. Because you heard from Mr. Polsky that the Lifespace settlement contributions are assumed in Long Hill's revenue projections.

The residents who voted in favor of the plan in reliance on receiving these entrance fee refund claim payments through the residents' trust are entitled through a mechanism, some people casually called it a setoff, but it's not really a setoff. And that structure's important. It's more of a

reimbursement. It's a reimbursement to the residents to provide them with as, I think Mr. McCartin very well described this life care subsidy is a form of an advanced payment of the refund claim payments. It's an economic substitute for the life care benefit as a resident at the Edgemere moves from independent living to higher levels of care. Covering the delta.

Now Mrs. Hatch testified that if those Lifespace settlement funds are not received the residents will just absorb higher costs. Mr. Polsky, on the other hand, testified that the failure to pay the Lifespace settlement funds and the loss of this cover for the delta in accordance with the contribution settlement agreement would have a negative impact on the residents and by extension a negative impact on the Long Hill projections. People may have to leave. People may feel they've been betrayed one time too many and leave. People may be forced to leave economically. Mr. Polsky testified that there would be a negative impact.

We heard from the Committee that that benefit could be as much as 1.2 million a year. That shortfall potentially triggers a series of events to make the skinny Long Hill projections even worse. And we also -- Mr. McCartin also testified as part of his fulsome 9019 presentation the risk of default or deferral which is consistent with what you heard from Mr. Polsky.

But what's really interesting here is we also learned today that Bay 9 was involved in the structure of that settlement. So that takes us back to hats. There's an expression I'll borrow from the law of equitable servitude. It only proves I paid attention in first year property, but my grade didn't reflect it. Lapis touches and concerns versus every aspect of this case directly or through Bay 9. There are multiple relationships that have been going on for over a year. Lapis started monitoring this property and project over six years ago. They purchased the bond debt. It's the largest single bondholder. It's part of the DIP. And through these roles Lapis had access to multiple consultants retained by other stakeholders. That's Arch. That's Long Hill. That's RBC. Were all initially retained either by UMB or themselves -- among themselves. For a while RBC retained Long Hill. So Bay 9, Lapis enjoyed access to a lot more information than anybody else in the sale process. They had all of this stuff.

We even learn today that Bay 9 met with Committee members in early November. We learn there were irregularities in the data room even though Bay 9 already had all this stuff through other channels. So when you start to look at this relationship you start to look at the bondholder payment. What is that 16.5 million, the lack of valuation. Bay 9's not an infant here. Lapis is the debtor's favorite uncle. And whether there has been good faith and arms length dealing in

the creation of this sale and the formulation of this plan is a serious question when you start to examine all the various roles that are being played out here.

One note before I just jump to the order. There were several accusations the landlord is trying to get the property for free. Nothing could be further from the truth. We've heard from Bay 9 what would it take to get up and running and stabilize this project? What would be required to pay a manager, invest in CapX. It's not free. It's an undertaking. It's a series of new liabilities. So if a landlord continues planning for a defaulted tenant is trying to get it for free that's not my definition of free.

So you've been asked to make a lot of findings in the order and there are provisions of the order I want to highlight for you. Some permeate the whole order, some are specific. We don't believe you can make the finding in recital Paragraph MM regarding the Lifespace bondholder's settlement because you simply have no evidence. If the tension between the expectation of payment and Lifespace's position and the finding in QQ needs to be modified. I think the no objection finding in SS-11 is probably the most obvious of all of them. But there are a number that also relate to the modified APA.

I would urge you to look at SS-23 where free and clear language still has a hangover. SS-29, the insurance carve out reflected in the second amended APA needs to be

fixed. Paragraph 19, the 365(k) release needs to be modified to reference the carve out for third party indemnification that's provided for in the second amended APA. Paragraph 20 needs a reference to your property condition ruling and the ultimate outcome.

Paragraph 23 which is among the more problematic relating to the plan injunction. The plan injunction is simply over broad, Your Honor. Literally the plan injunction as written today would preclude us from tendering the insurance claims that we're providing for in the second amended APA. But it certainly needs to also reference carve outs for your property condition cure ruling as ultimately implemented and any ruling you would make on pecuniary loss and probably the adversary complaint.

Paragraphs 27 through 30 all need to be modified to address new carve outs based on the new assumptions of liabilities in the second amended APA. Paragraph 32 needs to address care and pecuniary loss reserves before distributing that sale proceeds.

So those are among the provisions for how you choose to deal with a cure escrow and pecuniary loss permeate the entire order because there's a lot of -- I mean, where it's clearly going to need maybe a notwithstanding paragraph would be the easiest way to do it, but the order needs that stuff. The order will need to address the plan injunction, the order

will need to address the discharge of claims provision in Section 8.5 of the fourth amended plan. How do you reconcile that with a deferred cure ruling and reservations on pecuniary loss?

As part of this you raised the question about the waterfall and are there enough sale proceeds which itself is an independent feasibility issue. And it's interesting Mr. Harshfield did not know the amount or even had an estimate of the accrued administrative claims in the case. And obviously you've got the pending ruling on the cap and that to deal with as well. So there's the question of are there appropriate reserves? And Mr. Johnson in his comments earlier said the waterfall is a moving target and could be entering the danger zone. So let's remember all the things that have to feed at the trough of this plan. We have th DIP, that's unquestioned. We have the economic results, I'll call it, whether through payment reserve funds or contract payments for the debtor side of the cure coming out of the property condition. Some of that is ongoing, some of that will continue. We have pecuniary loss. We have ordinary course administrative expense claims. That's 2.1.

We have 2.2 which is the professional fees subject to the cap dispute. There's an employee benefit component. There's the direct payments to residents. And then there is the question, also part of pecuniary loss, whether there's

going to be anything for potentially things coming out of the adversary. Whether there's fees, counterclaims, whatever. So how that works is not in the order. We are devoid of detail on how that works.

Your Honor, Mr. Bleck somehow tried to tell us the bondholders are the victims here. Let's remember most of them bought distressed debt at a discount. But it's important to remember that what this case has been about and really about the last couple months is a lot of people trying to avoid liability. We have provisions of the APA that sought to shield liability. We sought the fee cap. We see overbroad release and injunction language. We see the lack of carve outs for acknowledged issues. There was a lot of stuff going on that was about just trying to avoid liability. From our perspective the lease has to be assumed and assigned with a full assumption of liability. It has to be done so with adequate assurance of future performance, because we will not have the debtor, we will not have the estate, we will have Bay 9. We did not choose Bay 9. Bay 9 is not offering us anything meaningful other than their experience in bond investing and a series of projections that have a lot of negative numbers.

As I said in my brief comments yesterday we're not saying there's no plan that can be confirmed in this case. And we know -- I mean this is their fourth try. But --

THE COURT: It's the first time they've attempted

confirmation.

MR. GOLD: Okay, first confirmation hearing. And fairly the third and fourth amended plan are so close to each other I'll count them as one. This is the third effort, the first one to get to confirmation hearing. But just because you make this far still doesn't mean it's right, and it still doesn't mean it complies with the code. And there are fixes, but they're not present or haven't been suggested yet. So we understand the plight of the resident. We do not believe we created it. And the biggest threat that's being made to the residents comes from the expiration of the DIP, another bondholder -- set of bondholders that we're supposed to feel sorry for.

The code is the code, these requirements are there for a reason. And just because we've made it this far, or just because a lot of people support it doesn't mean we get to write those provisions out of the code or ignore the applicable case law. So we would ask Your Honor to take -- it's a tough look at a lot of issues, but we do not believe the standard under 365 have been met and as a result the ripple effect, because 1129(a)(1) is the plan complies with the code and Section 365's in the code. So if for no other reason you could deny confirmation on that reason alone, Your Honor. Thank you. And again, echoing the patience and hard work of the Court and staff is definitely deserving to be recognized and the

friendliness and grace of your staff in working through a lot of overworked lawyers has been noticed by all of us and we thank you for that.

THE COURT: Thank you very much, Mr. Gold. Before I lose you in terms of your comment to the proposed form of order were those comments being made to the latest proposed form of order that was filed by --

MR. GOLD: I believe my paragraph numbering tracks the latest form of order. Yes.

THE COURT: Okay. And so if you could go back to your list, because I'm assuming you didn't do that off the top of your head, but if not, you know, golf clap.

MR. GOLD: No, not happening, Your Honor. I will return to my list.

THE COURT: So I think you told me that your issues were in MM, QQ, SS-23 and 29.

MR. GOLD: Yes. And don't forget SS-11 which says there's no objection.

THE COURT: And 11. Okay.

MR. GOLD: That's the easy one.

THE COURT: And then you went to ordered paragraphs, I believe, 19, 20, 23, 27 through 30 and 32.

MR. GOLD: Just one last proof of my list. Yeah, 19, 20, 23. I want to make sure you didn't miss that one.

THE COURT: Yes.

MR. GOLD: 27 through 30, 32. Yes, Your Honor, then anything relating to the waterfall.

THE COURT: Exactly, anything relating to the waterfall.

MR. GOLD: The desperate need for a notwithstanding in there somewhere.

THE COURT: Right. And have you supplied these comments to the other side at all?

MR. GOLD: I have supplied several of them but not a total list, because many of these only arose because of the second amended APA which takes some of the free and clear and all that stuff out. But I'm -- and I'm happy to, I mean, I'm happy to do that while that's pending.

THE COURT: Right. I do believe that after the hearing there would be some benefit, I mean, to the extent that there is a further form of order and it synthesizes any of the comments that the landlord has I would like to see that. But again, in recognizing I'll still turn to these particular provisions in any event.

MR. GOLD: Just a simple example, Your Honor, the one that we have been working on is the debtor, as part of second amended APA creatively Mr. Johnson had suggested this a little while back we're using the litigation trust as a vehicle as a successor to the debtor so there's a place to tender insurance policies, it's a current space. But that requires not only a

tweak to the 365(k) language and the like, but also even the litigation trust which provides it can be dissolved earlier. We need to keep it open a minimum period of time to accommodate the statute of limitation. So each one of these --

THE COURT: I'm sure there's ripples to the confirmation order through the plan itself and then through the plan supplement documents.

MR. GOLD: Yes. But those are one of the things we're already working on and I think there'll be a few others shortly.

THE COURT: Okay.

MR. GOLD: Thank you.

THE COURT: Thank you very much. And one other thing and whether it is you, Mr. Gold, or Ms. Vandesteeg. As I recall and don't quote me on the number, but I recall the pecuniary loss at the time only went through a certain date and I want to say was in the neighborhood of $12 million. And so I'm wondering -- and one of the reasons frankly Mr. Bleck that I haven't come back to you in earnest on pecuniary loss is because I knew the number was still -- the clock was still running from the landlord's perspective.

MS. VANDESTEEG: It is, Your Honor. It has continued to run since it was last updated for the Court and will continue to run through effective date and potentially through adversary. Per your request earlier we did reach out to

various different professionals to put together some estimates. These will -- these are through February 28th and they are not down to the dollar.

THE COURT: I have no expectation that they are.

MS. VANDESTEEG: All rights reserved our current estimate through February 28th is approximately 14 million.

THE COURT: And that's hopefully in with the 12 million?

MS. VANDESTEEG: Correct, Your Honor.

THE COURT: Okay. Thank you.

MS. VANDESTEEG: That's cumulative not additional. That's total through February 28th.

THE COURT: All right. Thank you very much. Before I have a revolt from the staff members that you gave all the compliments to we are going to take a brief recess. And then when we come back I'll hear rebuttals and then we'll turn to Donosky because I'm hoping that we can get through that as well today. So we'll be in recess until five.

COURTROOM DEPUTY: All rise.

(Recess at 4:50 p.m., recommencing at 5:01 p.m.)

COURTROOM DEPUTY: All rise. We're back on the record in Case No. 22-30659.

THE COURT: Please be seated. You must be seated, Mr. Walker.

MR. WALKER: Thank you.

THE COURT: All right. So, rebuttals?

MR. JOHNSON: Thank you, Your Honor. Jeremy Johnson from Polsinelli, on behalf of the Debtors. I'll try and keep this fairly short. First, I want to correct one of my statements with respect to the U.S. Trustee's comments. I had said, on the record, and I -- I mistakenly said something, and I want to clear it up. Ms. Lambert did email me.

THE COURT: Okay.

MR. JOHNSON: Ms. Lambert had reached out to us and said she wanted exculpations and the gatekeeper language consistent with Highland Capital and other cases, and we made those changes, and then asked, I believe, for the discharge language, and we made that change, and then said, because Highland Capital was a reorganization as opposed to liquidation, I don't think you need releases either.

So, she did -- it's not the first time we heard about the releases today. It was after the objection deadline. It was, I think, the 27th of February, but she emailed me afterwards, and I had said earlier, it's the first time I heard of the release comment, but I didn't -- we did not take the release comment, obviously. And, for the record, I would just stand on, you know, there was limited testimony from Mr. Harshfield regarding the releases being integral to the Plan, because we didn't think we had an active objection to the nature of the releases or the consideration thereunder, so

there is testimony in Mr. Harshfield's declaration regarding that. And we put law in our -- in our brief in support of it, and would stand on Mr. Harshfield's declaration in the law. But just for clarification, I did, inadvertently misrepresent that, and I want to make sure I was clear.

So, Your Honor, we'll try and address a few of the issues in ICI's presentation, if we can. But the first thing I'd like to start off with is, we heard an awful lot of new arguments today, and that's been a little frustrating, and we deal with this issue before in the case.

The objection deadline was February 14th. There was a supplemental objection filed by Lifespace on March 3rd. I'm not sure under what authority the supplemental objection came in. We didn't raise a fuss about it, because it was --

THE COURT: ICI?

MR. JOHNSON: Yes, ICI, because ICI was making, sort of, we think, similar arguments to their prior one. But we heard a lot of arguments today that were very new, and I understand that some of them can relate to the second amendment, which is a new document, but fundamentally, the objections regarding Lapis and the demonstrative regarding who Lapis is and their connections and the potential web of collusion that may be happening behind the scenes, Lapis has been the stalking horse, has been the buyer, has been a bondholder. This has been the case for months. These were all

brand new arguments, and I don't think anything came out as part of the testimony that would have inspired these sort of new arguments at this stage.

So, we're at somewhat of a disadvantage in terms of, A, making a record to respond to the arguments, or, B, even answering them. Similarly, with the Lifespace settlement agreement, Your Honor, the terms of the Lifespace settlement agreement have been more or less the same. There were some changes. There was testimony regarding the changes, primarily regarding the amount and primarily adjusting the Lifespace subsidy that was inside that documentation. Those were changes to the document.

But at the end of the day, it's always fundamentally been a deal between Lifespace, the resident trust. The Debtors are signatories to it. And the concept of this 16.5 million dollar distribution going directly from Lifespace to the bondholders has also been in the Plan since the Third Amended Plan that was approved with the disclosure statement in December.

So we got a lot of brand new arguments today, and we're going to do our best to respond to them on the fly, but we think it's -- it's -- ICI has had sufficient time to make these arguments by the objection deadline. They even filed a supplement that didn't even include many of these arguments. So we think the goal posts have to stop moving, and the Debtors

need to be able to respond to it.

So, as an initial matter, Your Honor, with respect to, Mr. Gold first testified that the Debtor's original -- first testified -- first argued, I apologize -- that the Debtor's position was that the cure claim was zero from the outset of these cases, and that is exactly right, because the cure -- the Debtors and Lifespace and the bondholders paid the cure amount in March prior to the bankruptcy filing.

And they paid the April rent to ICI prior to the bankruptcy filing. This is a landlord, who, yes, they got sued on day one of the case, has been paid every month of their rent prior to the bankruptcy, including substantial professional files, not quite these post-petition fees, but substantial professional fees. So that's why we started at zero, and we fully recognize that there would be some dispute regarding that. But at the end of the day, there isn't, really, truly a cure amount owed here. It's all professional fees and whatever part of the property condition is being addressed.

Now, there were several issues in the property condition motion that were being addressed, non-monetary at all, and there may or may not be a monetary cure related to the two inspection issues, so that's why we started where we started.

Second, Your Honor, we get back into the valuation issues again, and I don't know why, but I don't think it was --

any of our testimony or evidence was addressed from our prior presentation including the presentation that the fair market value of the collateral, the amount that a third party is willing to pay freely to acquire the collateral is the best evidence of the value of it.

They said there was no valuation; there was no appraisal, and that's right. We didn't pay for an appraiser because it was a market test, and the market test was an extensive one. Hundreds of people contacted through RBC. That was in UMB's presentation. It was also in the evidence. But at the end of the day, the uncontroverted testimony of Mr. Fields is that this is the best value for the collateral, and that was at 48.5. That wasn't addressed.

They start talking about -- they read the risk factor into the record, which said, warning, bondholders; you may not get 100 cents on the dollar in this particular situation because you have a lien on a leasehold mortgage, and you don't necessarily have control of all of those assets. And guess what's happening? They're not getting 100 cents on the dollar; they're taking a significant reduction. So, at the end of the day, Your Honor, I don't understand that objection. I think the valuation has been clearly established by the record.

With respect to the Lifespace settlement, Your Honor, I would say this. Number one, there is a component of the Lifespace settlement that involves non-debtor transactions.

This is Lifespace agreeing to contribute to the bondholders' recovery of 16.5 million dollars. Now, I don't think there has been any allegation that, somehow, it's a compromising of an estate asset. I don't know that that argument or claim has been made.

I think, Your Honor, that that is a transaction between two non-estate parties. And it's part of the settlement agreement. And the Lifespace settlement agreement, itself, does involve parties to the estate. Specifically, it involves Lifespace agreeing to pay the creditors of Edgemere, the current and former residents. So that is -- that is a transaction. So, I understand why part of that transaction may not be governed by 9019 because it's non-debtor or non-estate fiduciaries, but part of it certainly does implicate the estate and the estate's claims.

I think Mr. Walker mentioned this, at least in one of the presentations. Effectively, a subrogation of the residents' claims against Edgemere and Lifespace steps into the shoes of those by paying them off, so I -- I don't exactly get the point of this, Your Honor. But at the end of the day, I think there's two, sort of, overriding considerations. Number one, they complain about the release that Lifespace is getting, however, Your Honor, I think the solicitation -- the solicitation certificate provided by KCC that was admitted into evidence, I believe that certificate shows a schedule of the

opt-outs.

ICI opted-out of the releases under the Plan, so there is no release for Lifespace under the Plan. ICI can still sue them if they believe they have a claim or whatever their rights may be. I don't think the release is going to apply to Lifespace in that particular situation. So, Your Honor, I think that, number one, that's the case.

And, number two, it sort of comes down to, you know, the fundamental issue, and I don't think we had an answer, is, why do they care, except for being a member of the community, and they care what's happening at the Edgemere. I don't know that that's been sufficiently articulated, Your Honor. This was a transaction. There's been multiple parties testifying as to how this transaction came about. This is effectively the parties cooperating, combining the two plans together, and there was a price to that.

There was a price for that involvement, and the bondholders said, the price to that is Lifespace, you have to agree to help our recovery here, because we're going to agree to take -- we're going to take a substantial hit as part of this process. And that was agreed to between those parties. It did not compromise an estate claim. It didn't involve an estate claim.

Ultimately, Your Honor, I think that's all I have unless you have any questions for me. I don't know that there

was anything else in there that we failed to address. I think that's the primary response, unless you have some questions for me.

I think some other parties may have a very short rebuttal, as well, Your Honor.

THE COURT: Okay. Nothing further. Thank you, Mr. Johnson.

MS. WALKER: Your Honor, Adrienne Walker, again, for Bay 9. I think we'll go in the order that we started. Your Honor, just very briefly to the issue of what Bay 9's commitments are for adequate assurance, and the argument was, there's not enough skin in the game because there's not a direct to the landlord. But that misses the point.

Bay 9 is putting $50,000,000 into this project. It has a business plan to put many, many, many millions of cap-X dollars into this project. It has set up reserves to make it a thriving project. It does not make business sense. It does not make common sense to not have the sponsor support the community we're investing in.

We understand the landlord wants more, and the landlord's counsel says, you know, in a Newco situation, this is not what you do. However, this was a Newco situation in 1999. It's the same structure. They had a sponsor. They had a Newco. It was fine for ICI then. They got less than they are getting today, and that's also what the Bankruptcy Code

says.

I'm not saying, you only look to the four corners of the lease. What I'm saying is, when they did the deal originally, what was adequate? When they had the opportunities to revisit it, what was adequate? We're saying, we have presented something adequate. It doesn't mean there's a guarantee. It doesn't mean you get more, but what is adequate. And we have put forward, I think, a very compelling program and a project that's based on the experience and expertise.

As to the Long Hill model, two points. There was some suggestion -- argument that the Lifespace settlement was such a critical aspect to the Long Hill model, completely opposite of what Mr. Lawlor testified to. At most, when pushed, perhaps because he's a bit of a gentleman, and I applaud him for that, he said, gave him a rosy outlook to the residents. That's what the evidence suggests.

So, the fact that Mr. Polsky might have an opinion that it was baked in is his own, and it's based on some -- some, you know, his timing core in his thoughts. I -- that is to his opinion, but to the weight of that, I think Your Honor should look to the evidence of what Mr. Lawlor said when he built out the model.

Second, on the Lifespace settlement, Your Honor, Lapis wasn't involved in that. There was a suggestion to that fact. And to the overall -- actually, I'm going to stick to

that at the end, because that, really, quite honestly, made us a little bit heated.

Back to adequate assurance, so we have skin in the game, too, whether or not 365(l), where that stands and what part of it, I get that 365 is a balancing. I don't dispute that. But what I am saying is, look to our brief and look to Colliers and look to the legislative history. The legislative history is pretty clear, because there's not a lot of cases. We all admit that.

But the legislative history, itself, says, okay, what did you get at the time. If you have a security deposit, and perhaps that's not transferred with the lease, you get to ask for that. Maybe there was a letter of credit that got drawn down, you can ask for that. Those are the kinds of things that we think 365(l) was there to do.

You know, I can only speculate so much of really what's in the Code besides the plain language and what the legislative history says. That's what we think it means. I wish we had more to give us instruction. But what I don't think it means is that, you can now have a menu of what you want today. It has to be what is adequate. So if something needs to be adequate, again, I think that -- what that provision and what the history said is, you look to see what you got.

Now, one quick point as to the 2300 Wholesale case,

Your Honor, this went to our point in our argument and to the cases that said, you don't need to -- you know, what courts have otherwise ordered this before. If Your Honor had some time in your otherwise busy schedule to go look at that case and pull back Docket 61, not actually the decision, Docket 61.

Docket 61 is the reply to the opposition to the application to approve the sale. Paragraphs 11 and 12 deal precisely where the Debtor and purchaser added and agreed and consented to the escrow and to the additional security, then that the Court ordered. So, yes, maybe the Court ordered it, but what you've got to do is peel it back just a little bit, Docket 61, paragraphs 11 and 12, I think you'll find your answer.

Okay. Lastly for me for this, this web of Lapis, we have been transparent from day one of what the roles are, what the hats people wear, how they navigate it, and the suggestion that something untoward has happened at this last minute, to me, candidly, not in evidence. Nothing is in evidence. So, even my -- smacks of a little bit of offense, still not in evidence, but that's not what the -- there was no evidence to suggest otherwise. They have known about Lapis's role. They've known about, from day one, who Bay 9 was. We had conversations. It was there.

The evidence of Mrs. Hatch, straight up, first thing she talked about, what are the different hats in her roles. So

this idea today that you would bring into argument something that was never introduced into evidence should just be nothing more than a speculation, but is not before the record. It's inappropriate. It's inaccurate, and it's not evidence.

That's all I have, unless you have questions.

THE COURT: No questions.

MS. WALKER: Thank you, Your Honor.

THE COURT: Thank you very much, Ms. Walker.

Mr. Bleck?

MR. BLECK: Yes, Your Honor. Just a couple of points to follow-up with Mr. Johnson. First, with respect to valuation, I think, as we mentioned before, Mr. Fields' declaration specifically dealt with valuation. There was no contesting that testimony. So the only testimony in the record is Mr. Fields's declaration. And I would refer the Court to paragraph 17 of the declaration, which specifically says, the best indication of value is to market test the assets, determine the amount a third party is willing to pay in order to attain the statement of value. The sale process was such a market test. So we have marked tested. That's to valuation.

The second issue is with respect to the Lifespace bond contribution, which is actually a specific defined term in the Plan, and it's under 1.87 of the Plan. And it specifically says, means the 16.5 million dollar payment to the bond trustee on the effective date to distribution to holders of the

original bonds.

So this was, as Mr. Johnson pointed out, an arrangement, a transaction between two unrelated -- or two non-debtor third parties.

Lastly, with respect to the extent of the liens, that time period has come and gone in terms of the challenge. Under the terms of the DIP order, there was a specific challenge period with respect to anyone contesting the extent of the liens. That challenge period has expired. We have one pending adversary proceeding by the Committee, which is going to be dismissed upon the -- hopefully, the confirmation of this Plan. But no other party has challenged the validity, extent or priority of the liens. And the indication was that the bond trustee has a lien against, substantially, all of the assets.

Thank you, Your Honor.

THE COURT: Thank you, Mr. Bleck.

So nothing further from the Committee. Nothing further from Lifespace. Anything further from the residents?

(No audible response)

THE COURT: No? Okay. Any final words from -- yes?

MR. GOLD: Good evening, Your Honor. Ivan Gold from the Allen, Matkins firm, co-counsel for ICI. I guess I've got to start off by saying, I never said collusion.

Your Honor, at the beginning of the lease in 1999, the evidence was, the landlord received $100,000,000 in new

buildings from the bond offering. But that bond offering provided that land financing provided significant working capital. I think the documents that are in evidence show it was about $30,000,000, those ancient documents.

Lifespace's ability to raise funds was always an issue in this case. That has been in our objections. The 16.5, for whatever it's for, is a dilution of Lifespace's financial capabilities. We still don't know what --

MR. JOHNSON: Your Honor, I'd object to this. I apologize for interrupting. This is outside the scope of everything, I think, Your Honor. That was not in ICI's argument. I don't think it was in any of the rebuttals, Lifespace's ability to raise the funds. I think the only person who has addressed that is Mr. Walker, on behalf of Lifespace.

MR. GOLD: It's not in evidence? What was my cross-examination of Mr. Harshfield? What was that in my -- it was in my closing.

MR. JOHNSON: It wasn't in your -- in your arguments today or --

MR. GOLD: Yes, it was.

MR. JOHNSON: -- anybody's redirect.

MR. GOLD: It was in my argument today, Your Honor.

THE COURT: Are you saying that in your argument today that you argued that the payments that Lifespace was

going to make under the Plan would be a dilution?

MR. GOLD: No, I think it's just a natural extension of the facts, that that's just more money leaking out the door for somebody who can barely raise the funds to make the payment.

MR. JOHNSON: Your Honor, again, I know you've got your own notes on this. I have my notes on this, and I'm trying to read Ms. Green's notes on this very fast. I don't think he got into this in his argument at all. And, in fact, Your Honor, there wasn't really any real discussion about the bond markets or the ability to raise money or anything along those lines.

THE COURT: I mean, I'm going to sustain what I believe to be an objection, and the biggest reason, Mr. Gold, is not to cut the landlord off, but it's that I have -- I have a particular expertise in reading financial statements, so I heard both the direct and the cross, and I will take all of the evidence and review the financial statements at length as part of my decision. And so, I think that all of the evidence that you propounded in terms of Lifespace's financial capabilities and, you know, the Fitch reports, et cetera, I think it's all in evidence, so --

MR. GOLD: Okay. Thank you, Your Honor.

THE COURT: -- that's why I'm going to ask you to move on from that one.

MR. GOLD: Your Honor, Bay 9 alleged that Mr. Lawlor, in his testimony, I guess the allegation was, I said it was critical. I never used the word critical. I said that it was factored into -- it was assumed in the Bay 9 projections prepared by Long Hill. And I'm looking at the transcript from the February 22nd testimony of Mr. Lawlor, and this appears in the transcript at page 87, starting at line 13.

My question -- the question, "Didn't having that understanding that that settlement and contribution available factor in at all to any of your projections in terms of occupancy or attrition or anything of that nature?"

"Answer: To some degree, you know, some of our revenue assumptions are based on adjustments to the elimination of the entry fee contract, and, you know, the signing of new rental agreements, so, yeah."

Well, we can debate what he meant, but that's his testimony that it is in his assumptions, so that's not made up evidence.

We also heard that, from Mr. McCartin this morning that Bay 9 was, indeed, involved in the Lifespace settlement, that they had an opinion as to how it was going to be structured, and they asserted it. And it was structured in response to that. So that no role accusation is not born out by the evidence we heard today.

With respect to the challenge on the collateral, you

have Exhibit 27. Look at the scope of the collateral. It doesn't include everything they bought. So even if nobody challenged it, that doesn't mean they get a lien on something they don't have a lien on.

THE COURT: And so what is --

MR. GOLD: There are other --

THE COURT: -- what do you believe they don't have a lien on?

MR. GOLD: Well, first, I would -- well, I'll start with the leases. They said the lease is zero. We all get that. That's certainly our allegation. But there are other intellectual property assets, the brand, which the goodwill, which -- the Edgemere. You know, we could make some sort of game out of how often we heard, it's the Ritz Carlton of senior living, and it's a deserved-so reputation.

THE COURT: Okay. So, let me stop you, Mr. Gold, and so you can explain something to me. So, the bondholders, pursuant to the various cash collateral and DIP orders, have a lien on substantially all of the assets of the Debtor. Now, we recognize that there is the leasehold interest. They don't own the land, and there's issues with respect to, certainly, the improvements, and I know it's the landlord's position that, essentially, once you affix it to their land, that is the landlord's property, as well.

But I've got a bidder that paid $48,000,000 for

whatever the Debtor owns, including to buy into your client's lease. Okay. So, if bondholders have substantially an interest in everything the Debtor owns, and they just sold it for $48,000,000, what did they buy?

MR. GOLD: The DIP has an interest in everything the landlord -- the DIP gets paid. It's the --

THE COURT: So -- so, you don't believe the bondholders were secured?

MR. GOLD: No, they are secured, but they're secured to the extent of the original loan documents. The DIP gets paid --

THE COURT: And they didn't have a security interest?

MR. GOLD: Not in everything. Then why did the Debtor make the motion, Your Honor? The Debtor, at one point in this case, thought there was something else the bondholders didn't have. They filed the motion.

THE COURT: But it was never prosecuted.

MR. GOLD: It -- well, it was -- but it never went to hearing. It was withdrawn in December. But the fact is, is they -- the extent of the original bond collateral does not include certain, you know, non-tangible assets. The brand, here, we've been hearing about since day one.

THE COURT: I believe the testimony was, right now, there is a big giant bogey as to who owns the intellectual property, and Lifespace and the buyer are figuring that out of

how to transfer that.

MR. GOLD: That was the website. The website is only part of that.

THE COURT: Okay.

MR. GOLD: I'm talking about the brand.

THE COURT: So the brand?

MR. GOLD: That's one element of it, is the brand. No effort was made to how much of this, when somebody pays 48.5 for an aging project with a finite lease, part of what they're buying is the cache of the brand, the Edgemere, the premier senior living community in North Texas. You've heard that.

THE COURT: And you said the bondholders never had a security interest --

MR. GOLD: Take a look at Exhibit 27.

THE COURT: Okay.

MR. BLECK: Your Honor, I'm sorry to interrupt. Just one second, I just want to clarify something. In addition to substantially all of the assets, and this is a completely new argument, under the DIP order, we had a lien -- we were granted a lien for the DIP against all of the assets and the diminution claim for any priming associated with our pre-petition claim. So, first, the DIP is paid. The 16.5 has nothing to do with the DIP. It's paid directly to the bond trustee for payment under the original bonds. Then the balance of the proceeds go to pay the DIP, and then any additional funds after that are

paid to the bond trustee for the balance of the secured claim.

So, the fact is, it's either paid to the DIP or it's paid to the bond trustee as part of its secured claim or in connection with its diminution claim, based upon the priming that occurred here.

MR. GOLD: We're mixing and matching, Your Honor. The 16.5 is separate from the 48.5. The 48.5 is the sales proceeds.

MR. BLECK: That is correct.

MR. GOLD: Okay.

MR. BLECK: I agree with that.

MR. GOLD: From the sales proceeds, the DIP gets paid in full. That is --

THE COURT: Right.

MR. GOLD: -- one of the short list of completely undisputed things in this case.

THE COURT: Right.

MR. GOLD: It's the residual. What attaches to the residuary? The 16.5 is a completely different matter.

MR. BLECK: Right. But the residual goes to the balance of the bond trustee's secured claim, and the bond trustee has a secured claim against substantially all the assets, pre-petition, and to the extent that it didn't, it picks up through the diminution claim, because that claim was primed as part of the DIP financing.

So, it has an allowed diminution claim up to the extent of the DIP financing. I'm sorry.

THE COURT: I'm listening.

MR. BLECK: No, I was getting motioned to go closer to the microphone.

THE COURT: Oh, okay.

MR. BLECK: So, but once again, Your Honor, this is a brand new argument we heard for the first time, in closing, relative to the extent of it.

MR. GOLD: Your Honor, our classification and treatment of the proceeds was briefed --

THE COURT: Okay.

MR. GOLD: -- in previous stuff with the Court, so it's not a new argument, and I will leave it at that. I would encourage you, as you look at the order, also look at Exhibit 27.

THE COURT: Got it.

MR. BLECK: Thank you, Your Honor.

THE COURT: Thank you.

MR. GOLD: And, Your Honor, there is no evidence before the Court on diminution, so let's not forget that fact. The Plan provides for it; there's no evidence, which is part of the whole valuation tied together, so Your Honor, you've heard a lot of argument. I'll end it here. Thank you very much.

THE COURT: Thank you, Mr. Gold.

MR. GOLD: Have a nice evening.

THE COURT: You too. You too. All right. I will now turn to the Donosky argument. So, as I anticipate I'll hear other argument from Mr. Hendricks, and I believe from Bay 9 and from the Debtors? Okay.

(Pause)

MR. HENDRICKS: Charles Hendricks on behalf of Stephan Donosky Company.

THE COURT: Thank you for your patience, Mr. Hendricks.

MR. HENDRICKS: I do feel a bit like the flea on the tail of the dog, here. I appreciate the Court's finding a few minutes for us.

I did hear the Court suggest an hour, believe me, you're not going to -- we're not going to use that.

THE COURT: I have already primed the pump and told them that you would be anything, if not brief.

MR. HENDRICKS: Your Honor, and I do have, not to disappoint anyone, a demonstrative, and it is purple to go with my exhibits, and if I may approach?

THE COURT: Please. You have one Horned Frog over there who is really appreciating the purple.

(Pause)

MR. HENDRICKS: Your Honor, to get to the heart of this, the question is whether there is one contract or two,

whether the lease includes the commission obligation or it's a separate obligation. And I think there has been a fair amount of briefing on it, including ours.

I will point out that the -- one of the reply briefs pointed out that we had misquoted Section 918 of the Exhibit 6, and that's correct. It wasn't intentional. I don't think it made any difference, but we did -- we did misquote it. I appreciate the -- that.

Your Honor, how does the Court, again, determine whether we've got one contract or two? I think the state law applies. I think it's the intent of the parties. The Court should look at the four corners, as we've heard earlier today, of the document.

If it's ambiguous, I think the Court has a responsibility to look outside to parol evidence and other evidence of the intention of the parties. I think that the documents -- and it's a bit like two people looking at the same car, saying that's a blue car; no, that's a black car. And I think the documents aren't in dispute.

And I would walk, real briefly, the Court through the exhibits that are part of our -- in evidence. Just going down my purple demonstrative, we've got the joint venture agreement that started off, and it referred to a ground lease option agreement right there at the beginning. The letter of intent, Exhibit 2, was the same day. It referred to a three-year

option agreement and the 55 year ground lease.

And right there, on that first day, the ground lease will provide that a real estate commission will be paid under the ground lease, the terms of which will be negotiated under a separate agreement between the lessee, and Stephan Donosky as broker. And I think the terms is, how much is it going to be, because it wasn't being paid by the landlord; it was being paid by the tenant.

Now, Exhibit 3 is the ground lease option agreement, and 13.8 says that, upon closing, the optionee will be obligated to pay to Donosky, a brokerage fee. 14.6 says, the optionee may assign its rights and obligations, and the optionee's assignee shall become fully liable for all obligations thereunder, signed and acknowledged that Donosky was part of that process. And even attached to that was a substantially completed form of the final ground lease that had the same terminology, two years later, the final lease signed contained.

Exhibit 4 is the commission agreement, which, of course, somebody's got to spell out how much it is, and it's tied to the lease. The base rentals of the lease, payable contemporaneously with the base rental of the lease. And as anticipated exactly, the assignment of the ground lease option, itself, in May of '99, and there, the assignee expressly assumed all of the terms, covenants, conditions and obligations

under the option.

And the ground lease, itself, referred to the option agreement in Section 120. And, by the way, it does have, in the event of default, failure to observe or perform payment of any money to persons other than the lessee -- I'm sorry, the lessor -- no, the lessee, the landlord.

And then finally, this integration provision that they say makes it clear it's not part of it, and I would argue just the opposite, that it makes it clear that it is part of it. It says, the lease and the provisions of the option agreement continue -- continue thereunder as provided therein and ought to be expressly a part of the lease agreement.

The option agreement, itself, expressly says they're paying Donosky, and they just tie right in. And I think it's a fair reading of the agreements that all of this was a process of baking into the ultimate ground lease everything that the parties worked so hard on for several years to put this together. And I think the final evidence is those checks, themselves. For 22 years, that's exactly the way they treated it. And even in those checks, they often noted on the check stubs, themselves, that it was the lease.

The Court heard Mr. Gregory and Mr. Donosky -- they're the two that really were around back then -- their understanding. And Mr. Gregory's clear testimony is that's exactly why they put the 918 into it, because that's what they

all intended to be a part of the liability of the lessor.

And with that, I'll sit down.

THE COURT: Okay. Thank you, Mr. Hendricks.

Ms. Green?

MS. GREEN: I will not be quite as brief as Mr. Hendricks, but I do think that this is a straightforward matter. We did hear live testimony from Mr. Donosky and Mr. Gregory, both of whom stand to gain financially if this commission agreement is assumed in conjunction with the assumption of the lease.

But if we look at the facts, including the documents and the law, which has been cited not only in our confirmation brief, in our reply to the Donosky objection, but also in these surreplys, I think there is really only one possible conclusion. The commission agreement is a standalone contract. I said it before, and I will briefly just mention, for the record, it's not an executory contract, and even if it is, it's irrefutably not beneficial to the estate, and it would not be an exercise of sound judgment for the Debtors to assume it.

So, I agree with Mr. Hendricks on a couple of points. One is that this outcome, really, will hinge on whether the Court finds that it is a standalone contract or whether it is indivisible and integral to, sort of, all of the contracts that have been admitted into evidence and that are outlined in this demonstrative.

I also agree that we do need to look at state law. The bankruptcy cases that we initially cited did not apply state law, but the state law was very -- the state law that was applied in those bankruptcy cases initially cited was very similar to the Texas state law that I have cited in my surreply.

So, while we do agree that that four corners of the document is what you look at to find out if its ambiguous or not, we, of course, take the position that the contracts are --

THE COURT: Unambiguous.

MS. GREEN: Thank you. I'm very tired.

Okay. So, let's start with the letter of intent. I think this is probably the best evidence, written evidence, of what the parties actually intended. So, I agree that we should look back to this document dated June 9th, 1997. I am going to just -- for now, I think it makes sense to work with the demonstrative that the Court has before her.

THE COURT: Okay.

MS. GREEN: If you look at the language from page three, the ground lease will provide that a real estate commission will be paid under the ground lease, the terms of which will be negotiated under a separate agreement between the lessee and David Stephen Donosky as broker.

I also think it's important to note that this non-binding letter of intent was delivered by Donosky to Mr. Burt

Jordan. We heard testimony to that effect, so he was certainly aware of it, but he was not a party. He was not a party. And the contracts that were laid out within the letter of intent, he wasn't anticipated to be a party to any of those contracts, except for this separate agreement, the brokerage agreement.

The next document is Donosky Exhibit 3, the ground lease option agreement. Again, Your Honor, consistent with the letter of intent, Section 13.8, if you look at this demonstrative, not all of the language is there, so I will read what actually is in 13.8.

It provided that, "Upon the closing of the transaction" -- and I think it's important to note that the transaction that it's referring to is the lease. That is a separate transaction. They were, yes, anticipating, we're going to enter into a number of different agreements. Ultimately, we're going to, hopefully, have a lease agreement, but that doesn't make them all one transaction.

The goal is to get to a lease, but a brokerage agreement is not the same transaction as a lease agreement. It was just one of a series of transactions. And the letter of intent actually makes that very clear in, I believe, the first paragraph. But going back to 13.8.

It provided that, "Upon the closing of the transaction" -- i.e. the consummation of the lease contemplated by the option agreement -- "the optionee" -- so the predecessor

to Edgemere -- "would be obligated to pay a brokerage fee, arising" -- and I'm quoting -- "in connection with the option agreement, pursuant to a separate commission agreement or arrangement between the optionee and broker," who was Donosky.

And I also think it's important for us to keep in mind, because of what the state law says, the purpose of the option agreement. The purpose of the option agreement was spelled out in a recital. And I'm not going to read it to the Court, but it certainly had nothing to do with a brokerage agreement or anything to do with Donosky.

So, the commission agreement came next, November 5th, 1997. This is the first and only contract that was admitted into evidence where Donosky was a party. And consistent with what was contemplated per the letter of intent, it was a separate agreement. The purpose of the contract is obvious, provides commission payment to Donosky, if the lease transaction, this separate transaction, is ultimately entered into.

And Section 9 of the commission agreement actually states, "The commission agreement constituted the entire agreement between the parties hereto, and no amendment or modification hereof shall be effective unless made by agreement, in writing, executed by Northwest and broker."

Donosky Exhibit 6, now, we're two years later. We're at November, 1999, and the lease was finally entered into. And

the purpose, although obvious, because it's a lease agreement, was expressly stated, once again, in the preamble. And that's important to the Court's analysis of this. And, again, it didn't mention anything about a brokerage agreement or Donosky.

And Section 9.8 expressly integrates the option agreement, but it does not expressly integrate commission agreement. And where it says, "This lease and those provisions of the option agreement continuing thereunder, as provided therein, and those leases and service contracts to be assumed by the lessee", in the surreply, I -- we included in the surreply what the service contracts is referring to. This is a defined term under the option agreement, and it's very clear that it would not include the brokerage agreement.

I don't have that definition in front of me, but it is in our surreply. And it's basically talking about utilities and the types of service agreements that you -- service contracts you would think they would assume. Okay.

Oh. Also, I think it's important to remember that sophisticated parties, they were represented by counsel, and so, if they had wanted to include the commission agreement and integrate it into the lease, that counsel would have made sure to add that in.

And with respect to the copies of checks that were admitted at Exhibit 7, this just proves that payments were made in accordance with the commission agreement. The commission

agreement said, payments will be 2.5 percent of base rental. So, yes, the commission agreement is, in some way, related to the lease, because it determines the commission payment amount, and it also said that payments would be made contemporaneously with the lease payments. It's just proof that Donosky was paid in accordance with the terms of his contract.

And then, there was also evidence about evidence to indicate what Donosky's current understanding is with respect to the commission agreement and whether it is actually part of a bundle of agreements or a stand alone, and that's the proof of claim. There were actually two claims filed. The first claim did not include any documentation.

MR. HENDRICKS: Well, Your Honor, I believe the proof of claim is part of the record.

MS. GREEN: We elicited testimony with respect to the proof of claim, and I also think that the Court could take judicial notice of the claims numbers 166 and 179.

THE COURT: I think the proof of claim was addressed as part of cross-examination if I recall.

MS. GREEN: So, although the claims weren't admitted into evidence, the testimony showed that Mr. Donosky reviewed the amended proof of claim before it was filed. And that claim, just like the original claim, stated, "This claim is not based on a lease."

And the supporting documentation that was attached to

the amended proof of claim, which asserted a 2.4 million dollar general unsecured claim did not include the lease agreement.

So those are the facts. And, now, briefly, I know that the Court, if she hasn't already, will carefully read our papers, but I do want to highlight some of the cases, because, well, the law is kind of important.

We cited a number of persuasive, applicable and instructive cases. And, actually, the cases that we cited in our initial reply are consistent with Texas law. And it is true that Texas law says that in certain situations, courts may construe separate contracts as a single contract. But, also, Texas law, in the Texas Supreme Court on multiple occasions has cautioned courts to be careful in doing so.

And I will cite to Woods, 603 S.W. 3d 86. Of importance is whether the parties are the same, whether the purpose is the same, whether the transactions are the same or whether they're different.

And, as I noted earlier, the Texas jurisprudence that we cited in our surreply, I checked today, and I believe it's consistent with the decisions that we initially cited in our brief. So I would refer the Court to pages -- to paragraph 120, where the Court has found that documents should be treated as one because they were executed at the same time, by the same parties, for the same purpose, for the same transaction.

The 11th Circuit actually said that a commission

agreement that was contained within the purchase and sale agreement, so one document, it was a separate and distinct contract from the purchase and sale agreement, because -- and I'm quoting -- "the nature and purpose of the agreements were different, and a consideration for each agreement was separate and distinct." And that is 831 F.2d 974.

I need espresso.

So, even if --

THE COURT: Same.

MS. GREEN: -- Donosky's commission agreement was embedded within the lease, itself, the Debtors would have authoritative support to still reject the commission agreement, while assuming the lease. So the fact that the parties entered into a series of transactions that, ultimately, would culminate into a lease agreement is not evidence that all of these contracts must be bundled together and treated as one.

So, the documents do truly speak for themselves. The merger and integration clause in the lease, sort of answers -- answers the question all by itself, in our view. And, in fact, the case that Donosky relies on -- I believe it's pronounced Labe (phonetic) -- is informative here, as well. This is discussed in paragraph 28 of the Plan's sponsor's surreply.

So, no parol evidence is needed, but even if the Court does look outside the corners of the document to consider the parol evidence that has been offered, it's actually even

clearer that the parties never intended for the commission agreement to be integral or indivisible with the lease, and that they don't believe that that is the case now, at least with respect to Mr. Donosky.

I have nothing further unless the Court has questions for me.

THE COURT: I don't. Thank you very much.

MS. GREEN: Thank you.

THE COURT: I appreciate that, Ms. Green.

Ms. Walker?

MS. WALKER: Adrienne Walker for Bay 9, and, Your Honor, I think Ms. Green did an exceptional job, and I don't think I have much more to add. I do think, though, in our -- in our brief that we submitted, we did point out, and I do take counsel's word exactly at that -- we all make typos -- I think, actually, Mr. Gold pointed to my inadvertence on the APA, so I don't take that, but I do think it's material.

And I think it's material, because the integration language at 9.18 speaks of, not only are there leases and services contracts that Ms. Green pointed to, but it's the integration of agreements between the lessor and the lessee. It's not all -- even if you were to think that, you know, it's a package deal, even in their integration language that they chose doesn't bring in the Donosky commission or any agreement with Mr. Donosky. So, I think that that's important to point

out.

And I actually think the fact that Mr. Gregory, who I think was phenomenal as a witness, and I wish to have him as a witness the next case I have, he said, this is the key point. So, if you were to look at parol evidence, you know, you've got to go back to what did they think and intend? They thought that was the key integration. So, okay, it's keeping to your word. I actually think, just, the documents speak for themselves.

One other point on the -- and just, it supports it, on the option agreement, itself, at 13.8, and I got a little fancy and highlighted stuff when I cut and pasted this into the brief. I was very impressed with that. And I note that at the end of 13.8, it says, "The execution or failure of the broker to enter into its own agreement" isn't going to be binding on the other agreement.

So, I think there is two parts intended. It's going to be a separate agreement, and if you fail to enter into it, it's not going to have an effect on the other aspects of the agreement. It think that's basically saying, you have your own deal. And this happens every day when I do a closing. When we do the closing for this sale, which I'm very confident and enthusiastic for, we're going to have a table full of paper if we still print all this stuff out now. But, because every deal has so many little pieces to it.

So you have to take it, what was really intended to be integrated, what was intended to be part of the same -- bigger part of the transaction, and those pieces stand on their own. I think the Donosky commission just stands on its own. It doesn't mean it wasn't discussed or a part of it. But just like any other deal, you're going to have a lot of side ancillaries. And you need to be -- and this is what Texas law instructs -- very particular on what's to be integrated and divisible.

And the documents, each of them, are important, but they do stand on their own. They say they're separate agreements, but also, I highlighted some additional language within them, just like I had mentioned at 13.8 that does say, you know, you're going to do for you. And that makes, actually, common sense, because I would think, if I'm the landlord, I wouldn't want the Donosky commission in my lease, because, what, is he going to go look to the landlord? They don't want that.

You're saying, in these deals, they say, broker, you're the only broker to this deal. That's what you want. So that's what these agreements say, Donosky, I'm the only broker. And then, smartly, I would think -- again, don't have the parol evidence -- but my argument is, there's a reason why the integration says lessor and lessees, because in the typical commission deal, you don't want to be having some third party

beneficiary argument.

Again, that's my argument. I'm not saying you need to read that. But I think, when you read the language, the plain four corners of the document, there is a reason why you say lessor and lessee. And so, I'm not trying to poke at anyone with a typo, because that's truly not the intent, but rather, what does 9.18 say?

And with that, I'm going to actually say, Ms. Green did an excellent job, and I'm going to rest on all of her arguments, her brief that was far better than mine, and inasmuch as mine can support and supplement, I'd ask Your Honor to look at that, too.

Thank you.

THE COURT: Thank you very much. Thank you, Ms. Walker.

Anything further?

MR. HENDRICKS: Could I get a last word?

THE COURT: Sure.

MR. HENDRICKS: Your Honor, I certainly understand why neither the Debtor nor Bay 9 wants this obligation, and I feel pretty much alone in the courtroom on that position. But the point is, you can't cherry-pick your obligations under a lease agreement under 365. You can't say, well, we don't want this building. We'll take these 15, but not this building. We don't want to -- you know, I know the Court is tired of hearing

about repairs, but they don't get to say, well, we don't want to do these repairs. We don't want to pay the taxes. We don't want to pay the commission obligation that comes with this lease.

And I just don't think you get to pick and choose, and I think it's a fair reading of this document that it was intended by the parties that the lease commission owed to Mr. Donosky was intended to be part of the lease obligation, and that's the way the parties treated it for 22 years, Your Honor. And they can't just come in and say, gee, time out; 22 years into 55, and we change our mind, and we're not going to do it that way anymore.

And I would urge the Court -- I don't disagree with the legal analysis -- read the contracts carefully. And I urge the Court to look at the big picture here and the testimony and the actions of the parties and find that this is all one package.

THE COURT: Thank you, Mr. Hendricks.

MR. HENDRICKS: Thank you.

THE COURT: All right. It is -- it is late in the day. I'm sure folks have planes to catch or at least dinners to get to, if nothing else, so I won't keep you very long.

I just wanted -- I wanted to commend all of the professionals in the case on the quality of their arguments,

both the technical and aesthetic prowess that I saw in the court and the professionalism that the Court witnessed.

While I clearly recognize bare-knuckled fighting was probably going on outside of this courtroom, I can't but commend everything that I saw within the courtroom, and that would include the courtesies over the course of the case that were shown to my staff, all of which I consider exceptional.

If something, as I've said before, something has gone right in the case, you can thank them. If you disagree, you can blame me, because that's why I get these fancy shoulder pads.

I certainly want to express my appreciation to the residents who have watched this case with great interest over the last year. I'm sure a lot of them had to learn some pretty new technology, you know, to get into the courtroom. I had to do the same thing a couple years ago, so I feel for you.

I, personally, do think about the residents every day, and realize that they probably -- how they hang on every decision in this courtroom. And what I want to express to those that are listening is that I truly do believe that all of the parties in this room, although, you know, fighting and litigating, have the best interest of the Edgemere and the residents at heart, and I certainly intend to work day and night to get the parties their rulings just as soon as I can. But I also have to, as part of my duty, to give due

consideration to the time and the efforts of the lawyers on both sides and to fully consider all of the arguments and the evidence that's been put before me.

It was a hard call for the Court to not extend exclusivity. It was a hard call for this Court to watch as the litigation at the beginning of the case, to know that there was no way that that was going to be able to be completed in the time in which either a restructure or a sale of anything needed to happen for the sake of the case.

And, certainly, you know, I think in terms of residents, I think that the Court is lucky to be where we are. We do have a Plan before us, and we have light at the end of the tunnel, but I do have a lot to consider, like I said, to protect everyone's rights, those of the Debtor, those of the creditors, and those of, I would just say, the primary, you know, objector to the Plan, that of the landlord, who, no matter what, is, again, going to have this tenant for 32 more years.

So, I, obviously, have a lot to think about, but I will do it just as soon as I possibly can. And so, with that, again I thank the parties. It's been -- although I know it's been tough for everyone, it's been a pleasure to preside over the case. It's, like I said, a group of very exceptional lawyers, and I was luck to preside over the case.

So, thank you very much, and the Court will stand

adjourned for the day. Thank you.

(End of proceeding at 6:06 p.m.)

C E R T I F I C A T I O N

We, DIPTI PATEL, LIESL SPRINGER, KELLI PHILBURN, ELAINE HOWELL, KIMBERLY UPSHUR and JACQUELINE MULLICA, court approved transcribers, certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter, and to the best of our ability.

/s/ Dipti Patel
DIPTI PATEL

/s/ Liesl Springer
LIESL SPRINGER

/s/ Kelli Philburn
KELLI PHILBURN

/s/ Elaine Howell
ELAINE HOWELL

Kimberly Upshur
KIMBERLY UPSHUR

/s/ Jacqueline Mullica
JACQUELINE MULLICA

J&J COURT TRANSCRIBERS, INC.

DATE: March 10, 2023

EXHIBIT 12

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

In re: NORTHWEST SENIOR HOUSING CORPORATION, *et al.*[1] Debtor.	Chapter 11 Case No. 22-30659 (MVL)
Leif M. Clark, Trustee of the Edgemere Litigation Trust Plaintiff, v. Intercity Investment Properties, Inc., and Kong Capital LLC Defendants.	Adv. Pro. No. 22-03040 (MVL)

DECLARATION OF NICK HARSHFIELD

I, Nick Harshfield, declare under penalty of perjury pursuant to 28 U.S.C. § 1746:

1. My name is Nick Harshfield. I am over the age of 21 years and am competent in all respects to make this declaration. Except as otherwise indicated, all statements set forth in this Declaration are based upon my personal knowledge

2. I make this Declaration on behalf of Lifespace Communities, Inc. ("Lifespace") in opposition to: (a) *Defendants' Motion to Compel Production by Plaintiff and Brief in Support* at Adv. Pro. ECF No. 362; and (b) *Defendants' Supplemental Brief Regarding the Lifespace Privilege Waiver and GrayRobinson Communications* at Adv. Pro. ECF No. 434 filed in the above-

[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 d/b/a Edgemere ("Edgemere") (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

referenced adversary proceeding (this "Adversary Proceeding") by Intercity Investment Properties, Inc. and Kong Capital, LLC (collectively, "Defendants").

3. I am the Chief Financial Officer of Lifespace. I also served as Director, Vice Chair, Treasurer of Northwest Senior Housing Corporation, the predecessor-in-interest to the plaintiff in this Adversary Proceeding. In my capacity in those roles, I have personal knowledge of, and am familiar with the circumstances and events leading to and occurring during this Adversary Proceeding. I am authorized to submit this Declaration, which is intended to supplement my previous declaration filed in this Adversary Proceeding on January 20, 2023, at Adv. Pro. ECF No. 275.

4. The current Plaintiff in this Adversary Proceeding is the Leif M. Clark, Trustee of the Edgemere Litigation Trust formed on the effective date of the chapter 11 plan confirmed in Edgemere's chapter 11 bankruptcy proceeding pending in this Court (Case No. 22-30659). Lifespace is the largest beneficiary of the Edgemere Litigation Trust on account of Lifespace's voluntary contribution of over $150 million in connection with the Edgemere chapter 11 plan to ensure that current and former residents were paid their entrance fee refunds in full.

5. Lifespace's interests have been consistently aligned with the interests of Edgemere and the Plaintiff in this Adversary Proceeding to hold Defendants accountable for their unlawful actions in breaching the NDA and attempting to destroy the Edgemere community for their own financial gain.

6. Likewise, the interests of the board of directors of Edgemere have been consistently aligned with the interests of Lifespace, Edgemere and the Plaintiff in this Adversary Proceeding.

7. On June 28, 2022, Defendants propounded document requests on Edgemere in connection with this Adversary Proceeding. Two days later, Defendants served a Rule 45

subpoena on Lifespace ("Subpoena"). The documents requests propounded by Defendants on Edgemere and Lifespace were substantially similar.

8. Because of the similarities in the overlapping document requests propounded by Defendants on Lifespace and Edgemere and the fact that all of the information responsive to these requests were likely to reside on the cloud-based information technology infrastructure operated by Lifespace, I understand that Lifespace coordinated its response to the Subpoena with Edgemere's counsel. Specifically, Lifespace and its counsel coordinated with Edgemere's counsel to identify and collect potentially responsive information from the Lifespace Server, review that information for responsiveness and privilege, make a production of responsive, non-privileged information to Defendants and prepare a detailed privilege and redaction log for information withheld from production on the basis of privilege and/or work product.

9. I understand that Lifespace's counsel, in coordination with Edgemere's counsel, identified and withheld from the production to Defendants documents that consisted of (a) confidential communications made for the purpose of facilitating the rendition of legal professional legal services to Lifespace (the "Lifespace Privileged Communications"); (b) documents reflecting the legal research, analysis, mental impressions, memoranda, correspondence and/or notes of Lifespace's counsel that were prepared in anticipation of, or to aid in, possible future litigation (the "Lifespace Work Product"); (c) confidential communications made for the purpose of facilitating the rendition of legal professional legal services to the Edgemere Board (the "Edgemere Board Privileged Communications"); and (d) documents reflecting the legal research, analysis, mental impressions, memoranda, correspondence and/or notes of counsel to the Edgemere Board that were prepared in anticipation of, or to aid in, possible future litigation (the "Edgemere Board Work Product" and together with the Lifespace Privileged

Communications, the Lifespace Work Product and the Edgemere Board Privileged Communications, the "Privileged Information").

10. To my knowledge, none of the Privileged Information has been disclosed to a third party with interests adverse to Lifespace in the Adversary Proceeding.

11. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my opinion based upon my experience and knowledge of this Adversary Proceeding, and information provided to me by counsel. If called as a witness, I would testify consistently with the facts set forth in this Declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: December 22, 2023
Dallas, Texas

/s/ Nick Harshfield
Nick Harshfield

EXHIBIT 13

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COUNSEL TO THE DEBTORS
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)
Northwest Senior Housing Corporation, Plaintiff, v. Intercity Investment Properties, Inc., and Kong Capital, LLC, Defendants.	Adv. No. 22-03040 (MVL)
Intercity Investment Properties, Inc., Counter-Plaintiff, v. Northwest Senior Housing Corporation, Counter-Defendant.	

[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.

DECLARATION OF NICK HARSHFIELD

I, Nick Harshfield, declare under penalty of perjury pursuant to 28 U.S.C. § 1746:

1. My name is Nick Harshfield. I am over the age of 21 years, of sound mind, and competent to testify. I swear that all the matters contained herein are true and correct and are based upon my personal knowledge.

2. I make this Declaration on behalf of Debtor Northwest Senior Housing Corporation ("**Edgemere**") and Lifespace Communities, Inc. ("**Lifespace**") relating to the following motions filed in this adversary proceeding (this "**Adversary Proceeding**") by Intercity Investment Properties, Inc. and Kong Capital, LLC (collectively, "**Defendants**"): (a) Motion to Compel Plaintiff's Production of Documents [Dkt. No. 226] (the "**Edgemere Motion**"); and (b) Motion to Compel Lifespace Communities, Inc.'s Production of Documents [Dkt. No. 238] (the "**Lifespace Motion**" and, together with the Edgemere Motion, the "**Motions**"). The Motions are set for hearing on January 25, 2023.

3. I obtained my B.S.B.A from the University of Louisville in 1993.

4. I am currently a Director, Vice Chair and Treasurer of Edgemere, the Plaintiff in this Adversary Proceeding. I am also Chief Financial Officer of Lifespace. I have over fifteen years of experience in elder healthcare, including with continuing care retirement communities ("**CCRCs**"). I have served as a Vice President, Chief Financial Officer, and Chief Compliance Officer for multiple CCRCs for over a decade. I have experience serving as an officer of non-profit multistate healthcare service providers that cater to senior adults. The organizations I have worked with have included CCRCs, and have offered skilled nursing, assisted living, adult day centers, home health, and multi-level retirement to seniors. I also have experience in developing strategic growth and capital plans for CCRCs.

5. In my capacity as Director, Vice Chair and Treasurer of Edgemere and as Chief Financial Officer of Lifespace, I have personal knowledge of, and am familiar with, the business affairs, day-to-day operations, books and records and organizational structure of both Lifespace and Edgemere, and I am authorized to submit this Declaration.

6. Edgemere is a Texas nonprofit corporation and is exempt from federal income taxation as a charitable organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Edgemere owns and operates a best-in-class senior living community known as Edgemere located in Dallas, Texas (the "**Community**").

7. Lifespace is Edgemere's sole member. Lifespace is an Iowa not-for-profit corporation exempt from Federal income taxes under IRC Section 501(c)(3). Lifespace is authorized to do business in Texas and other states. Lifespace, directly or through affiliates, owns and operates 17 other senior living communities in seven states. Attached hereto as **Exhibit A** is a chart reflecting the corporate structure of Edgemere and its affiliates.

8. In June 2019, Lifespace affiliated with and became the sole member of Debtors Edgemere and Senior Quality Lifestyles Corporation ("**SQLC**"), among other entities, pursuant to an affiliation agreement, dated as of May 10, 2019, by and between Lifespace and SQLC (the "**Affiliation Agreement**"). SQLC was formerly the sole owner of Seniority Inc. ("**Seniority**"), a California corporation that specialized in developing, operating, and managing CCRCs. Previously, Seniority managed the day-to-day operations of Edgemere and other CCRCs affiliated with SQLC. Under the Affiliation Agreement, Lifespace took over the management of Edgemere.

9. Pursuant to a Management Services Agreement, dated as of August 15, 2019 (the "**MSA**"), Lifespace serves as the exclusive manager of Edgemere's day-to-day operations. The

services provided by Lifespace include: (a) determining operating policies, procedures, and standards; (b) developing and executing a sales plan; (c) establishing food and beverage policies; (d) establishing all employment policies, including wage and salary terms, benefits, retirement plans, and bonuses; (e) hiring, promoting, supervising, directing, training, transferring, and discharging all of Edgemere's employees; (f) negotiating and consummating such agreements as Lifespace deems necessary or advisable for furnishing all utilities, services, supplies, food, beverages, equipment, and other materials and supplies for the maintenance and operation of the Community; (g) establishing bank accounts as needed for the operation and maintenance of the Community; (h) developing annual business plans and budgets; (i) managing and overseeing the Community's investment portfolio; (j) providing cash management, accounting, bookkeeping, and record keeping software and services for the Community; (k) risk management and compliance services; and (l) any other services as may be required by the Community and mutually agreed by Edgemere and Lifespace from time to time in connection with the development and operations of the Community's business. A copy of the MSA is attached hereto as **Exhibit B**.

10. In connection with the management services Lifespace provides to Edgemere under the MSA, Lifespace maintains all information relating to Edgemere's operations and finances. For example, Lifespace provides and maintains the exclusive email and document management and storage system used by Edgemere. All Edgemere employees are provided with a "lifespacecommunities.com" email address with which to conduct business. Those emails, and all other electronic information relating to Edgemere, are stored on cloud-based information technology infrastructure operated by Lifespace. In my experience, it is typical and customary in

the senior living industry for a management company to provide and maintain all information relating to the operations and finances of the senior living community that it manages.

11. In connection with this Adversary Proceeding, I understand that both Edgemere (a party to this litigation) and Lifespace (a non-party) were each served with similar written discovery requests seeking the production of documents relevant to the issues in this Adversary Proceeding (i.e., information relating to the historical operations and financials of Edgemere). Because Lifespace maintains all of the information that would potentially be responsive to both of these overlapping discovery requests for Edgemere under the MSA, Edgemere coordinated with Lifespace to conduct a reasonable search for potentially responsive documents and timely made a production of responsive, non-privileged documents to Defendants in response to the overlapping discovery requests. All of the documents produced to Defendants were in the possession, custody and control of Lifespace and Edgemere, pursuant to the terms of the MSA. As a result of the fact that Lifespace maintains all of the electronic records for Edgemere, all of the documents responsive to Defendants' discovery requests made to Lifespace were produced by Edgemere. I understand that no responsive documents collected in response to these discovery requests were withheld on the basis that they belonged to Lifespace rather than Edgemere.

12. Both Edgemere and Lifespace have retained a number of outside law firms to provide legal advice and counsel at different times for different issues:

- Polsinelli PC was retained by Edgemere to provide counsel regarding the potential restructuring, the Chapter 11 cases, and this Adversary Proceeding.

- Before Polsinelli PC was engaged, Edgemere was represented by DLA Piper and Sidley Austin LLP regarding the potential restructuring, including the potential Chapter 11 filings.
- Perkins Coie LLP and Cooley LLP represent Lifespace in connection with the Chapter 11 cases and this Adversary Proceeding.
- Dorsey & Whitney previously represented Lifespace with respect to general legal advice and counseling, including outside general counsel services, and currently represents Lifespace in various financing and acquisition matters.
- Norton Rose Fulbright previously represented SQLC and Edgemere in connection with the Affiliation Agreement with Lifespace.
- Locke Lord LLP was retained by both Lifespace and Edgemere to provide joint counsel regarding issues involving Texas Department of Insurance arising from Lifespace's affiliation with Edgemere and other SQLC communities.
- Thompson Knight (n/k/a as Holland & Knight LLP) was retained by Edgemere in connection with its development through the time of Lifespace's affiliation with Edgemere. Thompson & Knight provided general legal advice and counsel to Edgemere regarding its operations, and provided legal advice and counsel to SQLC and Edgemere with respect to Lifespace's affiliation with Edgemere.
- Ropes & Gray LLP was retained by Lifespace in connection with its affiliation with Edgemere. In connection therewith, Ropes & Gray retained Houlihan Lokey to provide advice in connection with Lifespace's affiliation with Edgemere.
- Stewart Wiegland & Owens PC was retained by both Lifespace and Edgemere at various points to represent those entities in litigation.

13. Sandra Parker and Abdul Shakoor were in-house counsel to Lifespace during certain periods of time relevant to this Adversary Proceeding, bondholder and lease restructuring negotiations, pre-filing disputes with Defendants, and general restructuring.

14. The above-mentioned firms and attorneys communicated with representatives of Lifespace and/or Edgemere to provide legal advice and counsel to Edgemere concerning matters relevant to the present litigation, bondholder and lease restructuring negotiations, pre-filing disputes with Defendants, and general restructuring. After Lifespace's affiliation with Edgemere, Lifespace and Edgemere have shared common legal, financial and other interests with respect to the matters discussed between them and their respective counsel.

15. A chart containing the names of titles of the representatives that communicated with in-house and outside counsel regarding matters relevant to the present litigation, bondholder and lease restructuring negotiations, pre-filing disputes with Defendants, and general restructuring is attached hereto as **Exhibit C**.

16. Based on my experience and familiarity with Lifespace's and Edgemere's respective operations, the individuals and roles identified on Edgemere's privilege and redaction logs primarily include senior executives, finance management and personnel, and other similar personnel that would be expected to be involved in attorney-client communications.

17. As Edgemere's sole member, Lifespace employs numerous people that serve in dual roles for both Edgemere and Lifespace. Although Defendants have not identified any specific communications they are challenging on Edgemere's privilege or redaction logs, I personally reviewed many of the communications between representatives of Lifespace and/or Edgemere and their respective counsel. Based on my experience with the operations of both Lifespace and Edgemere, it is my understanding and belief that these conversations were

consistent with typical communications soliciting and obtaining legal advice and attorney work product.

18. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, my opinion based upon my experience and knowledge of the Edgemere's and Lifespace's respective operations and financial condition, and information provided to me by advisors or other representatives of Edgemere and/or Lifespace. If called as a witness, I would testify consistently with the facts set forth in this Declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 20, 2023
Dallas, Texas

/s/ Nick Harshfield
Nick Harshfield
Director, Vice Chair and Treasurer of Northwest Senior Housing Corporation, and Chief Financial Officer of Lifespace Communities, Inc.

EXHIBIT 14

JACKSON WALKER LLP
Michael S. Held (State Bar No. 09388150)
Jennifer F. Wertz (State Bar No. 24072822)
J. Machir Stull (State Bar No. 24070697)
2323 Ross Ave., Suite 600
Dallas, Texas 75201
Telephone: (214) 953-6000
Facsimile: (214) 953-5822

Counsel for Intercity Investment Properties, Inc.

LEVENFELD PEARLSTEIN, LLC
Eileen M. Sethna, Esq. (admitted *pro hac vice*)
Ryan C. Hardy, Esq. (admitted *pro hac vice*)
Elizabeth B. Vandesteeg, Esq. (admitted *pro hac vice*)
120 South Riverside Plaza, Suite 1800
Chicago, Illinois 60606
Telephone: (312) 346-8380
Facsimile: (312) 346-8634

Counsel for Intercity Investment Properties, Inc.

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)
Leif M. Clark, Trustee of the Edgemere Litigation Trust Plaintiff, v Intercity Investment Properties, Inc., and Kong Capital LLC, Defendants.	Adv. Pro. No. 22-03040 (MVL)

DECLARATION OF ELIZABETH B. VANDESTEEG

I, Elizabeth B. Vandesteeg, hereby declare under 28 U.S.C. § 1764, as follows:

[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) ("Edgemere") and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

1. I make this declaration in support of *Defendants' Supplemental Brief Regarding the Lifespace Privilege Waiver and GrayRobinson Communications* [Docket No. 434] (the "Supplemental Brief").

2. Unless stated otherwise, the information contained in this Declaration is of my own personal knowledge.

3. On September 16, 2022, I received an email from Ashley Gould of Polsinelli, PC, counsel for the Debtor, transmitting "the privilege and redaction logs of Plaintiff." A true and correct copy of the referenced email is attached hereto as **Declaration Exhibit A**.

4. On November 11, 2022, I received a letter from Eric Walker of Cooley LLP, counsel for Lifespace Communities, Inc. ("Lifespace"), regarding Lifespace's response to the Defendants' subpoena. A true and correct copy of the referenced letter is attached hereto as **Declaration Exhibit B**.

5. Certain of the documents identified on Defendants' contemporaneously-filed Exhibit List are marked with "Edgemere" bates labels (*e.g.*, "Edgemere0015281"). I attest that those documents are true and correct copies of documents furnished in discovery as part of the combined Lifespace and Edgemere document productions.

I certify under penalty of perjury in accordance with 28 U.S.C. § 1746 that to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Date: January 8, 2024 */s/ Elizabeth B. Vandesteeg*

Elizabeth B. Vandesteeg
Partner
Levenfeld Pearlstein, LLC

Declaration Exhibit A

From: Ashley Gould <agould@polsinelli.com>
Sent: Friday, September 16, 2022 4:46 PM
To: Pittman, Elizabeth; Jerry Switzer; Andrew Ennis; Andrew Newman; Trinitee Green; Adam Chilton; Sara Avakian
Cc: Forbes, Ross; Elizabeth B. Vandesteeg; Eileen M. Sethna; Ashley Gould
Subject: Edgemere- Privilege and Redaction Logs
Attachments: EDGEMERE- PRIVILEGE LOG (85173219v1).xlsx; EDGEMERE- REDACTION LOG (85173325v1).xlsx

Counsel,

Attached, please find the privilege and redaction logs of Plaintiff. We presume yours will be forthcoming as well this evening.

Have a nice weekend.

Ashley Gould
Associate

agould@polsinelli.com
214.754.5716
2950 N. Harwood Street, Suite 2100
Dallas, TX 75201

"Tier One: Nationally ranked for Commercial Litigation, U.S.News and World Report's 2021 'Best Law Firms'"



Polsinelli PC, Polsinelli LLP in California

polsinelli.com

From: Pittman, Elizabeth <epittman@jw.com>
Sent: Wednesday, September 14, 2022 9:00 PM
To: Ashley Gould <agould@polsinelli.com>; Jerry Switzer <JSwitzer@Polsinelli.com>; Andrew Ennis <AEnnis@Polsinelli.com>; Andrew Newman <afnewman@polsinelli.com>; Trinitee Green <tggreen@polsinelli.com>; Adam Chilton <adam.chilton@polsinelli.com>; Sara Avakian <savakian@polsinelli.com>
Cc: Forbes, Ross <rforbes@jw.com>; Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>; Eileen M. Sethna <esethna@lplegal.com>
Subject: RE: Privilege Log- Format

EXTERNAL EMAIL **epittman@jw.com**

Ashley,

Yes. We intend to provide a text searchable Excel log.

Thanks!
Elizabeth

Elizabeth W. Pittman
2323 Ross Avenue, Suite 600 | Dallas, TX | 75201
V: (214) 953-5811 | F: (214) 661-6841 | epittman@jw.com



From: Ashley Gould <agould@polsinelli.com>
Sent: Wednesday, September 14, 2022 7:31 PM
To: Pittman, Elizabeth <epittman@jw.com>; Jerry Switzer <JSwitzer@Polsinelli.com>; Andrew Ennis <AEnnis@Polsinelli.com>; Andrew Newman <afnewman@polsinelli.com>; Trinitee Green <tggreen@polsinelli.com>; Adam Chilton <adam.chilton@polsinelli.com>; Sara Avakian <savakian@polsinelli.com>
Cc: Forbes, Ross <rforbes@jw.com>; Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>; Eileen M. Sethna <esethna@lplegal.com>
Subject: RE: Privilege Log- Format

****RECEIVED FROM EXTERNAL SENDER – USE CAUTION****

Counsel—I am following up on the below. Thank you.

Ashley Gould
Associate

agould@polsinelli.com
214.754.5716
2950 N. Harwood Street, Suite 2100
Dallas, TX 75201

"Tier One: Nationally ranked for Commercial Litigation, U.S.News and World Report's 2021 'Best Law Firms'"



Polsinelli PC, Polsinelli LLP in California

polsinelli.com

From: Ashley Gould
Sent: Tuesday, September 13, 2022 2:36 PM
To: 'Pittman, Elizabeth' <epittman@jw.com>; Jerry Switzer <JSwitzer@Polsinelli.com>; Andrew Ennis <AEnnis@Polsinelli.com>; Andrew Newman <afnewman@polsinelli.com>; Trinitee Green <tggreen@polsinelli.com>; Adam Chilton <adam.chilton@polsinelli.com>; Sara Avakian <savakian@polsinelli.com>
Cc: Forbes, Ross <rforbes@jw.com>; Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>; Eileen M. Sethna <esethna@lplegal.com>
Subject: Privilege Log- Format

Counsel,

I am inquiring about the formats of the privilege logs we have agreed to exchange this week. In my experience, we have produced the logs as excel spreadsheets with searching capabilities. I want to confirm that you all plan to do the same, so that we are all on the same page.

Many thanks,

Ashley Gould
Associate

agould@polsinelli.com
214.754.5716
2950 N. Harwood Street, Suite 2100
Dallas, TX 75201

"Tier One: Nationally ranked for Commercial Litigation, U.S.News and World Report's 2021 'Best Law Firms'"

Polsinelli PC, Polsinelli LLP in California

polsinelli.com

From: Pittman, Elizabeth <epittman@jw.com>
Sent: Tuesday, September 13, 2022 1:00 PM
To: Ashley Gould <agould@polsinelli.com>; Jerry Switzer <JSwitzer@Polsinelli.com>; Andrew Ennis <AEnnis@Polsinelli.com>; Andrew Newman <afnewman@polsinelli.com>; Trinitee Green <tggreen@polsinelli.com>; Adam Chilton <adam.chilton@polsinelli.com>; Sara Avakian <savakian@polsinelli.com>
Cc: Forbes, Ross <rforbes@jw.com>; Elizabeth B. Vandesteeg <evandesteeg@lplegal.com>; Eileen M. Sethna <esethna@lplegal.com>
Subject: RE: Status of production of Edgemere financials

EXTERNAL EMAIL **epittman@jw.com**

Counsel,

Following up on the below. Which method of production has your client decided to take for these financial documents?

Best,
Elizabeth

Elizabeth W. Pittman
2323 Ross Avenue, Suite 600 | Dallas, TX | 75201
V: (214) 953-5811 | F: (214) 661-6841 | epittman@jw.com

Jackson Walker LLP

From: Pittman, Elizabeth
Sent: Tuesday, September 6, 2022 11:37 AM

To: Ashley Gould <agould@polsinelli.com>; Jerry Switzer <JSwitzer@Polsinelli.com>; 'Andrew Ennis' <AEnnis@Polsinelli.com>; Andrew Newman <afnewman@polsinelli.com>; Trinitee Green <tggreen@polsinelli.com>; Adam Chilton <adam.chilton@polsinelli.com>; Sara Avakian <savakian@polsinelli.com>
Cc: Forbes, Ross <rforbes@jw.com>; 'Elizabeth B. Vandesteeg' <evandesteeg@lplegal.com>; Eileen M. Sethna <esethna@lplegal.com>
Subject: Status of production of Edgemere financials

Counsel,

Following up on the status of discussions with your client regarding the production of certain financial documents. The two options outlined on the call on September 2 were:

1. Designation of all documents as AEO, for production and subsequent use in accordance with the Stipulated Protective Order entered by the Court; or
2. Counsel-made deletions of non-responsive or privileged information in the native file; produced with an explanation of what changes were made to the document by counsel and why, the metadata of that document, and a detailed certificate of completeness and explanation of how the documents were created and stored in the normal course of business and that there is no non-burdensome alternative to provide the requested information, etc.

Please let us know which option your client has selected so we can move forward. Let me know if you have any questions.

Best,
Elizabeth

Elizabeth W. Pittman
2323 Ross Avenue, Suite 600 | Dallas, TX | 75201
V: (214) 953-5811 | F: (214) 661-6841 | epittman@jw.com



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Declaration Exhibit B

Cooley

Eric Walker
T: +1 312 881 6375
ewalker@cooley.com

VIA EMAIL: evandesteeg@lplegal.com

November 11, 2022

Elizabeth B. Vandesteeg
Levenfeld Pearlstein, LLC
2 North LaSalle Street, Suite 1300
Chicago, Illinois 60602

Subject: ***Northwest Senior Housing Corporation v. Intercity Investment Properties, Inc., et al*, Case No. 22-AP-03040 (MVL)**

Dear Lisa:

This letter responds to your letter dated November 7, 2022, in which you contend that third-party Lifespace Communities, Inc. ("Lifespace") failed to respond to the subpoena propounded by adversary defendants Intercity Investment Properties, Inc. and Kong Capital LLC (together, "Defendants"), failed to produce any documents in response to the subpoena and failed to provide a privilege log. As explained below, none of those contentions is true.

On August 1, 2022—the date agreed upon by Defendants for Lifespace to respond to the subpoena—Lifespace served Defendants with its responses and objections to the subpoena. In its response, Lifespace agreed to produce non-privileged information responsive to the subpoena and produce a witness to be examined, subject to objections. The production of non-privileged information responsive to the subpoena commenced on July 21, 2022, and was substantially completed by September 14, 2022. Finally, a privilege log relating to the production was provided to Defendants on September 16, 2022.

As stated in Lifespace's response to the subpoena, the Lifespace production was made by way of Edgemere, who was served with identical discovery requests from Defendants in the adversary proceeding, to avoid duplication and imposing an undue burden or expense on Lifespace as required by Federal Rule of Civil Procedure 45(d)(1). As you know, Lifespace is the third-party manager of Edgemere pursuant to a Management Services Agreement, through which Lifespace provides, among other things, employees and IT infrastructure to support the operations of Edgemere. This is a common arrangement in the senior living industry and does not undermine the separate legal status of Lifespace and Edgemere. Your November 7 letter contains numerous mischaracterizations and unsupported allegations relating to the relationship and separate legal status of Lifespace and Edgemere unrelated to Lifespace's response to the subpoena. Lifespace categorically rejects these allegations.

Information responsive to both (a) the discovery requests propounded by Defendants on Edgemere, and (b) identical discovery requests propounded by Defendants on Lifespace through the subpoena are derived from the same source. Edgemere, as a party to the adversary proceeding, collected information potentially responsive to these duplicative discovery requests, reviewed that information for responsiveness and privilege and timely produced all responsive non-privileged information, together with a complete privilege log, to Defendants. The production to Defendants by Edgemere includes information collected from Lifespace after a reasonable search in response to the subpoena.

Cooley

Levenfeld Pearlstein, LLC
November 11, 2022
Page Two

Despite the length of your November 7 letter, Defendants do not challenge any of the objections raised in the Lifespace response to the subpoena, nor do they contend that Defendants have not received information responsive to the duplicative discovery requests propounded on both Edgemere and Lifespace. Instead, Defendants only complain that Lifespace did not produce a separate copy of the information or privilege log already produced to Defendants by Edgemere with separate bates labels. It is difficult to understand how forcing Lifespace to reproduce documents with different bates labels or provide another duplicative privilege log could advance the adversary proceeding in any meaningful way. Instead, your November 7 letter simply imposes additional burden and expense on third-party Lifespace without any meaningful benefit for Defendants.

None of your other arguments regarding Lifespace's response to the subpoena have any merit. First, the information produced to Defendants in response to the subpoena includes metadata and complies with all ESI requirements. Second, the information produced to Defendants does not create any evidentiary issues; the production contains sufficient information to establish both authenticity and foundation; and the documents can be used to examine witnesses, including for impeachment. Again, your November 7 letter fails to explain how reproduction of the same information with different bates labels or a new privilege log could resolve any of those alleged concerns.

In the event Defendants insist that Lifespace consider incurring the additional time and expense to reproduce the same information already produced to Defendants by Edgemere with different bates labels, or reproduce the privilege log already provided to Defendants, we suggest a telephone meet and confer to discuss Defendants' position further.

Sincerely,

/s/ Eric Walker

Eric Walker

EW