

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE:	§	Chapter 11
	§	
FRIENDSHIP VILLAGE OF	§	Case No.: 17-12470
MILL CREEK, NFP, d/b/a	§	
GREENFIELDS OF GENEVA,	§	
	§	
FEIN: 20-3300991,	§	
	§	
Debtor.	§	

ORDER APPROVING (A) BIDDING PROCEDURES AND OVERBID PROTECTIONS; AND (B) APPROVING THE FORM AND MANNER OF NOTICE

Upon the motion (the "Motion") of Friendship Village of Mill Creek NFP d/b/a GreenFields of Geneva (the "Debtor"), a debtor and debtor-in-possession in the above-captioned case, pursuant to sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an order approving the Bid Procedures, which are attached hereto as Exhibit 1, in connection with the sale of all or substantially all of the Debtor's assets, including the form and manner of service of the notice attached hereto as Exhibit 2, and granting other relief related thereto; and the Court having reviewed the Motion, and having considered the statements of counsel and evidence adduced with respect to the Motion at a hearing before the Court (the "Hearing"); the Court having found that notice of the Motion and the Hearing was sufficient under the circumstances, and no further or other notice is required; and a reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all interested persons;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent set forth herein.
2. The Bid Procedures attached hereto as Exhibit 1 are approved in all respects and shall govern all bids and bid proceedings relating to the process for a Sale or other transfer of the Debtor's assets. The Debtor is authorized to take any and all actions necessary or appropriate to implement the Bid Procedures.
3. The failure specifically to include or reference any particular provision of the Bid Procedures in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Bid Procedures be authorized and approved in their entirety.
4. The form and manner of service of the Auction and Sale Notice described in the Motion, and attached hereto as Exhibit 2, are approved in all respects. The Debtor shall serve the Auction and Sale Notice on all of Debtor's creditors, parties in interest and potentially interested bidders. A copy of the Auction and Sale Notice shall be posted on the external website maintained by the claims agent. Service of the Auction and Sale Notice, as set forth herein, constitutes sufficient notice of the Auction and Sale Hearing.
5. The Bid Deadline shall be July 19, 2017, at 4:00 p.m. (prevailing Central Time). All Potential Bidders are required to provide copies of their bids so as to be received by (1) counsel for GreenFields, Bruce Dopke, Stahl Cowen Crowley Addis LLC, 55 West Monroe Street, Ste. 1200, Chicago, IL 60603 (bdopke@stahlcowen.com); (2) Aaron M. Rulnick, H.J. Sims & Co., 11140 Rockville Pike, Suite 550-H, Rockville, MD, 20852 (arulnick@hjsims.com); (3) RBC Capital Markets, LLC; Attn: David B. Fields, One Logan Square, 130 North 18th Street, Philadelphia, PA 19103-6933 (david.fields@rbccm.com); (4) Counsel to the Bond Trustee, Daniel

Bleck, Mintz Levin Cohn Ferris Glovsky and Popeo PC, One Financial Center, Boston, MA, 02111 (dsbleck@mintz.com); and (5) Counsel for the Official Committee of Unsecured Creditors (the "Committee") , if any (collectively, the "Notice Parties").

6. The Auction, if necessary under the Bid Procedures, will be held at 10:00 am (prevailing Central Time) on July 26, 2017^{i/} at the offices of Stahl Cowen Crowley Addis LLC, 55 West Monroe Street, Suite 1200, Chicago, IL 60603. No later than two (2) days following the Auction the Debtor shall file a notice indicating whether the Successful Bidder seeks to proceed with a Sale, in which case the Sale Hearing will go forward, or proceed pursuant to a plan of reorganization in which case the Debtor will request that the Sale Hearing be cancelled.

7. The Bond Trustee shall be entitled to credit bid (subject to payment of the Expense Reimbursement in cash) pursuant to Bankruptcy Code section 363(k) or otherwise if: (a) no Qualifying Bids are received by the Bid Deadline, the Bond Trustee's deadline to submit a credit bid shall be two (2) business days prior to the date of the Auction; or (b) if at least one Qualifying Bid is received by the Bid Deadline by any party other than the Initial Bidder, the Bond Trustee's deadline to submit a credit bid shall be the close of the Auction. If the Bond Trustee fails to submit a credit bid by the deadlines established in this paragraph, the Bond Trustee's credit bid rights under Bankruptcy Code section 363(k) shall be extinguished unless the Successful Bidder (or Back-Up Bidder, as appropriate) is unable to close the Transfer Transaction. In the event the Successful Bidder (or Back-Up Bidder, as appropriate) is unable to close the Transfer Transaction as contemplated by the Bid Procedures, the Bond Trustee's right to credit bid shall no longer be waived and shall be fully available to the Bond Trustee. This Order is a conclusive determination

^{i/} The parties are requesting that the date of the Auction be no less than seven (7) days from the Bid Deadline.

of the Bond Trustee's right to credit bid at the Auction, subject to the conditions set forth in this paragraph.

8. Objections to a possible Sale shall be in writing, shall state the basis of such objection with specificity and shall be filed with the Court, and served so as to be received on or before July 31, 2017, at 4:00 p.m. (prevailing Central Time) on the Notice Parties.

9. In the event a Sale Hearing is necessary, at which the Debtor shall seek approval of the Successful Bid in the event the Successful Bidder seeks to proceed pursuant to a Sale, such Sale Hearing may be held in this Court on Wednesday, August 2, 2017 at 2:00 p.m. (prevailing Central Time). The Sale Hearing may be adjourned or rescheduled without further notice other than an announcement of the adjourned date at the Sale Hearing.

10. Each of the Initial Bidder and the Bond Trustee shall be deemed a Qualified Bidder for all purposes and in all respects with regard to the Bid Procedures.

11. The Debtor is hereby authorized to pay the Initial Bidder the Expense Reimbursement solely from proceeds received at closing in connection with an Alternative Transfer Transaction with any Successful Bidder other than the Initial Bidder. In the event the Debtor closes an Alternative Transfer Transaction with any other party, the Debtor will escrow \$750,000 in cash at closing for payment of the Expense Reimbursement. The Expense Reimbursement shall be an administrative expense claim against the Debtor's estate under Bankruptcy Code section 503(b) (provided, however, such claim shall be paid solely from the proceeds of an Alternative Transfer Transaction or from the Bond Trustee in the event of a successful credit bid) within fourteen (14) days following the closing of the Alternative Transfer Transaction. The Initial Bidder will provide evidence of any expenses it seeks to include as part of the Expense Reimbursement to the Notice Parties, who shall have fourteen (14) days after receipt

of such evidence to object to any such expenses by raising such dispute with the Court after making a reasonable attempt to resolve the matter among the parties. Following the expiration of such fourteen (14) day notice period (or if each of the Notice Parties provides the Initial Bidder with an email that they consent to the submitted expenses) the Debtor shall be authorized to pay the Expense Reimbursement without any further order of the Court.

12. The failure of any objecting person or entity to timely file its objection to any sale shall be an absolute bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Motion, or the consummation and performance of the Sale, if any (including the transfer free and clear of all encumbrances of Debtor's assets pursuant to the proposed Sale Order); provided, however, in the event the Successful Bidder elects to proceed with a plan of reorganization such that the proposed Sale Order is moot, the foregoing bar to objections shall be void and all such parties may object to proposed disclosure statement, plan of reorganization, and any other documents and requests related to such plan by the dates and in manner established by this Court, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules of this Court.

13. Debtor is authorized and empowered to take such steps, expend such sums of money and do such other things as may be necessary to implement and effect the terms and requirements established and relief granted in this Order.

14. Notwithstanding anything to the contrary in any bid submitted by any party, the Debtor and the Bond Trustee are each authorized to interview, qualify, encourage and negotiate with, any Potential Bidder in addition to the Initial Bidder prior to the completion of the Auction.

15. To the extent, if any, anything contained in this Order conflicts with the Motion, this Order and the provisions of the Bid Procedures attached hereto shall govern and control.

16. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), this Order shall take effect immediately upon its entry.

17. Nothing in this Order shall bind or prejudice the United States or any division, department or instrumentality thereof including without limitation the Centers for Medicare and Medicaid Administration, with respect to the determination of its Claim, the assumption and assignment of its contracts and agreements with the Debtor, or otherwise.

18. This Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of this Order.

ENTER:

Dated: May 9, 2017
Chicago, Illinois

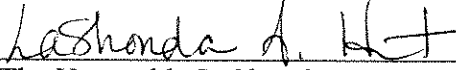

The Honorable LaShonda A. Hunt
United States Bankruptcy Judge

Exhibit 1

Bid Procedures

Set forth below are the bid procedures (the “Bid Procedures”) to be employed with respect to (i) the transfer of substantially all of the assets of Friendship Village of Mill Creek NFP d/b/a GreenFields of Geneva (“GreenFields”), a debtor and debtor-in-possession in the chapter 11 case (the “Bankruptcy Case”) pending in the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”), Case No. 17-12470 or (ii) the ability of a third party to act as a plan sponsor (or co-sponsor) in connection with the restructuring of the obligations of GreenFields.

GreenFields has entered into a plan sponsor term sheet (the “Term Sheet”) with Friendship Senior Options (the “Initial Bidder”) pursuant to which the Initial Bidder will fund GreenFields’ proposed plan in the cash amount of Fifty-Two Million, Eight Hundred Thousand Dollars (\$52,800,000) (the “Initial Bidder Proposal”). The Initial Bidder Proposal is subject to competitive bidding as set forth herein and approval by the Bankruptcy Court pursuant to section 363 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), or alternatively through a plan of reorganization. Potential bidders may structure competing bids in any manner, including but not limited to that proposed in the Term Sheet by the Initial Bidder or as a restructuring or a cash bid for the purchase of the assets (each a proposed “Transfer Transaction”).

Participation Requirements

Any person desiring to submit a competing bid in connection with a Transfer Transaction (a “Potential Bidder”) will be required to deliver the following (the “Participation Requirements”) to H.J. Sims & Co. (“HJ Sims”), the proposed investment banker for GreenFields: (1) an executed confidentiality agreement (“NDA”); and (2) written evidence of available funds or a firm commitment for financing sufficient for the Potential Bidder to consummate the Transfer Transaction. Each of (1) and (2) shall be in form and substance satisfactory to GreenFields and UMB Bank, N.A., in its capacity as successor bond trustee and successor master trustee (the “Bond Trustee”). The financial information and credit-quality support of any Potential Bidder must demonstrate the financial capability of the Potential Bidder to timely consummate the Transfer Transaction pursuant to a Qualified Bid (as defined below).

Due Diligence

Any Potential Bidder who timely submits a NDA will be afforded due diligence access and additional information through access to an on-line data room (the “Data Room”).

Interested bidders requesting information about the Participation Requirements, and Qualified Bidders (as defined below) requesting information in connection with their due diligence, should contact Aaron M. Rulnick, H.J. Sims & Co., 11140 Rockville Pike, Suite 550-H, Rockville, MD, 20852 (arulnick@hjsims.com).

Bid Deadline

The deadline for submitting bids relating to a Transfer Transaction shall be July 19, 2017 at 4:00 p.m. (prevailing Central Time) (the "Bid Deadline"). Such bids must be received on or before that date and time by (1) counsel for GreenFields, Bruce Dopke, Stahl Cowen Crowley Addis LLC, 55 West Monroe Street, Ste. 1200, Chicago, IL 60603 (bdopke@stahlcowen.com); (2) Aaron M. Rulnick, H.J. Sims & Co., 11140 Rockville Pike, Suite 550-H, Rockville, MD, 20852 (arulnick@hjsims.com); (3) RBC Capital Markets, LLC; Attn: David B. Fields, One Logan Square, 130 North 18th Street, Philadelphia, PA 19103-6933 (david.fields@rbccm.com); (4) Counsel to the Bond Trustee, Daniel Bleck, Mintz Levin Cohn Ferris Glovsky and Popeo PC, One Financial Center, Boston, MA, 02111 (dsbleck@mintz.com); and [(5) Counsel for the Official Committee of Unsecured Creditors (the "Committee") , _____.]¹

Opening Bid at Auction

Currently, the Initial Proposal, on the terms set forth in the Term Sheet, is the highest and best bid and shall be the opening bid for the Auction. The bidding at the Auction will start at the Initial Proposal of \$52,800,000 plus \$750,000 to account for an expense reimbursement ("Expense Reimbursement") to the Initial Bidder and an initial bid increment of \$150,000 for a total of \$53,700,000 (the "Initial Bid Increment"). All bidding after Initial Bid Increment shall continue thereafter in subsequent bid increments of at least \$100,000, subject to provisions contained herein.

Bid Requirements

To be eligible to participate in the Auction, each bid and each Potential Bidder submitting such a bid must:

- (1) offer to consummate the Transfer Transaction in an amount at least equal to the Initial Bid Increment;
- (2) include either (i) a proposed asset purchase agreement ("APA"), marked against the form in the Data Room to show any proposed amendments thereto (the "Modified Agreement") and a clean and executed Modified Agreement, or (ii) in the case of bids proposing a structure other than an asset purchase, such other proposed documents evidencing the proposed transaction, including but not limited to a restructuring term sheet similar in form to the Term Sheet;
- (3) indicate that the offer assumes all obligations under the residency agreements with residents of GreenFields.
- (4) include a statement that there are no conditions precedent to the bidder's authority to enter into a definitive agreement and that all necessary internal and shareholder approvals have been obtained prior to the bid;

¹ All references to the Committee herein are reserved in the event an Official Committee of Unsecured Creditors is appointed.

- (5) state that such offer is binding and irrevocable until the entry of an order approving the Transfer Transaction;
- (6) disclose the identity of each entity that will be bidding or otherwise participating in connection with such bid, and the complete terms of any such participation;
- (7) include the names and contact information of members of the bidder who will be available to answer questions regarding the offer, including advisors and related parties;
- (8) include a good-faith deposit in immediately available funds in the amount of two percent (2%) of the proposed consideration under the Transfer Transaction ("Earnest Money Deposit"); and
- (9) provide satisfactory written evidence of available funds or a firm commitment for financing sufficient to consummate the Transfer Transaction.

Each of the above requirements must be met to the satisfaction of both GreenFields and the Bond Trustee. Bids are not required to adopt the business structure as set forth in the Term Sheet. All bids submitted from Qualified Bidders that confirm with bid requirements will be considered whether or not they conform to the form set forth in the Term Sheet.

Credit Bid

The Bond Trustee shall be entitled to credit bid (subject to payment of the Expense Reimbursement in cash) pursuant to Bankruptcy Code section 363(k) or otherwise. The Bond Trustee shall be considered a Qualified Bidder notwithstanding the requirements for Qualified Bidders set forth herein (provided, however, that any credit bid must (a) contain a provision providing for the assumption of all resident contracts and (b) be at or above the amount of the Initial Bid Increment).

The Bond Trustee agrees that if: (a) no Qualifying Bids are received by the Bid Deadline, the Bond Trustee's deadline to submit a credit bid shall be two (2) business days prior to the date of the Auction; and (b) if at least one Qualifying Bid is received by the Bid Deadline by any party other than the Initial Bidder, the Bond Trustee's deadline to submit a credit bid shall be the close of the Auction. If the Bond Trustee fails to submit a credit bid by the deadlines established in this paragraph, the Bond Trustee agrees that any credit bid rights under Bankruptcy Code section 363(k) are extinguished unless the Successful Bidder (or Back-Up Bidder, as appropriate) is unable to close the Transfer Transaction. In the event the Successful Bidder (or Back-Up Bidder, as appropriate) is unable to close the Transfer Transaction as contemplated by these Bid Procedures, the Bond Trustee's right to credit bid shall no longer be waived and shall be fully available to the Bond Trustee. For the avoidance of doubt, approval of these Bid Procedures by the Bankruptcy Court shall be a conclusive determination of the Bond Trustee's right to credit bid at the Auction.

Qualified Bidders and Bids

Potential Bidders who have satisfied the Participation Requirements will be deemed "Qualified Bidders." Bids that contain all bid requirements, as set out above, will be deemed

“Qualified Bids.” GreenFields, with the consent of the Bond Trustee, may waive noncompliance with any bid requirement.

Following consultation with GreenFields, the Committee (if any), and the Bond Trustee, HJ Sims will advise each Potential Bidder whether they are deemed to be a Qualified Bidder and whether their bid is a Qualified Bid before the Auction. The Bond Trustee shall be deemed to be a Qualified Bidder without further action of any kind. The Initial Bidder is deemed a Qualified Bidder and the Initial Proposal is a Qualified Bid in all respects. To the extent not provided directly by Potential Bidders, GreenFields will provide copies of the Qualified Bids to the Bond Trustee, the Committee and the Initial Bidder.

Nothing shall prevent GreenFields or the Bond Trustee from working with each of the Qualified Bidders to improve their Qualified Bids at any time prior to completion of the Auction, including but not limited to between the Bid Deadline and the Auction.

Auction Participation

Unless otherwise agreed to by GreenFields or ordered by the Bankruptcy Court, only Qualified Bidders, counsel to the Committee, the Bond Trustee, holders of the Bonds, and their respective counsel and financial professionals are eligible to attend or participate at the Auction. Subject to the other provisions of these Bid Procedures, if GreenFields does not receive any Qualified Bids other than the Initial Proposal or if no Qualified Bidder other than the Initial Bidder has indicated its intent to participate in the Auction, GreenFields will not hold an Auction and the Initial Bidder will be named the Successful Bidder, subject to Bond Trustee’s right to credit bid as provided for herein. Cancellation of the Auction pursuant to the foregoing sentence shall only be permitted with the written consent of the Bond Trustee.

Auction

If any Qualified Bid other than the Initial Proposal for any of GreenFields’ assets has been received and any Qualified Bidder other than the Initial Bidder has indicated its intent to participate in the Auction, GreenFields will conduct an auction (the “Auction”) for the sale or other transfer of substantially all of its assets or for becoming the plan sponsor under a proposed restructuring. Each Qualified Bidder participating at the Auction will be required to confirm that it has not engaged in any collusion with respect to the bidding or the Transfer Transaction.

The Auction shall take place at 10:00 am (prevailing Central Time) on July 26, 2017, 2017 at the offices of Stahl Cowen Crowley Addis LLC, 55 West Monroe Street, Suite 1200, Chicago, IL 60603. At the Auction, only the Initial Bidder and other Qualified Bidders (including the Bond Trustee, pursuant to its right to credit bid) will be permitted to increase their bids or make any subsequent bids. HJ Sims, following consultation with GreenFields, the Committee (if any) and the Bond Trustee, may conduct the Auction in the manner it reasonably determines, in its business judgment, will promote the goals of the bid process, will achieve the maximum value for all parties in interest and is not inconsistent with any of the provisions of these Bid Procedures, the Bankruptcy Code or any order of the Bankruptcy Court entered in connection herewith.

Closing the Auction

The Auction shall continue until there is only one offer that Greenfields (following consultation with HJ Sims and the Committee (if any) and the express approval of the Bond Trustee) determines, subject to Bankruptcy Court approval, is the highest or best offer from among the Qualified Bidders (including the Initial Bidder) submitted at Auction (the "Successful Bid"). For purposes of valuing any bid in a determination of the Successful Bid (or the Back-Up Bid), GreenFields and the Bond Trustee, in their discretion, may present value or discount any proposed Transfer Transaction contemplating a restructuring of the debt of the Bond Trustee in order to compare such bids to offers providing the Debtors with cash consideration at closing. The Qualified Bidder submitting such Successful Bid shall become the "Successful Bidder" and shall have such rights and responsibilities of a purchaser, as set forth in the APA, modified agreement, or other transaction documents, as applicable.

Immediately prior to the conclusion of the Auction, HJ Sims, GreenFields, the Committee (if any) and the Bond Trustee shall (1) review each bid made at the Auction on the basis of financial and contractual terms (including any appropriate present value or discount as set forth above) and such other factors as may be relevant to the process; and (2) identify the Successful Bid.

Greenfields (after consultation with HJ Sims and the Committee (if any) and with the consent of the Bond Trustee) shall also select a back-up bid (the "Back-Up Bid"), which shall remain open and irrevocable until one (1) business day after the closing of the Transfer Transaction with the Successful Bidder or such later time as agreed to by the Qualified Bidder submitting such Back-Up Bid. In the event that, for any reason, the Successful Bidder fails to close the transaction contemplated by the Successful Bidder, GreenFields (with the consent of the Bond Trustee) may elect to regard the Back-Up Bid as the highest or best bid for the Debtor's assets, and GreenFields will be authorized to consummate the transaction contemplated by the Back-Up Bid without further order of the Bankruptcy Court.

Acceptance of Qualified Bids

GreenFields' presentation to the Bankruptcy Court for approval of any Successful Bid does not constitute GreenFields' acceptance of such bid. GreenFields will be deemed to have accepted a bid only when it has been approved by the Bankruptcy Court. After conclusion of the Auction, but prior to the Sale Hearing, the Successful Bidder shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which their Successful Bid was made and make and pay for all necessary filings with all applicable governmental or other authorities.

Assumption of Executory Contracts and Unexpired Leases

The Term Sheet provides for the assumption and assignment of certain executory contracts and unexpired leases to the Initial Bidder ("Assigned Contracts"). In all circumstances, the Successful Bidder shall be responsible for all cure amounts relating to the Assigned Contracts under Bankruptcy Code section 365. As indicated above, the Successful Bidder must assume the residency agreements related to GreenFields to become a Qualified Bidder

Modifications

GreenFields, following consultation with HJ Sims and the Committee (if any) and with the consent of the Bond Trustee, may (1) determine, in its business judgment, which bid or bids, if any, constitute the highest or otherwise best offer for the GreenFields' assets; (2) reject, at any time before entry of an order of the Bankruptcy Court approving any bid as the Successful Bid, any bid that, in its discretion, is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code or the Bid Procedures, or (c) contrary to the best interests of GreenFields' estate and creditors; and (3) withdraw, in its business judgment, any motion to approve the Transfer Transaction if contrary to the best interests of GreenFields' estate and creditors.

Hearings to Approve Transfer Transaction

In the event the Successful Bidder proposes to acquire GreenFields' assets pursuant to an APA, GreenFields will seek entry of an order from the Bankruptcy Court at a hearing (the "Sale Hearing") may begin on August 2, 2017 at 2:00 p.m. (prevailing Central Time), to approve and authorize the Transfer Transaction to the Successful Bidder on terms and conditions determined in accordance with the Bid Procedures. In the event the Initial Bidder is the Successful Bidder, the hearing on the proposed disclosure statement and plan confirmation shall be scheduled by the Bankruptcy Court in the ordinary course. In the event the Successful Bidder is not the Initial Bidder, and also proposes a plan of reorganization, GreenFields will request new dates from the Bankruptcy Court to approve a disclosure statement and confirmation of a plan of reorganization incorporating the terms of the Successful Bidder. GreenFields shall file a notice with the Bankruptcy Court within two (2) business days of the Auction providing further guidance on transaction proposed by the Successful Bidder, including actual or proposed dates of hearings to seek court approval of the Transfer Transaction.

Back-Up Bidder and Return of Earnest Money Deposit

Except as otherwise provided herein or in the Term Sheet, all Earnest Money Deposits shall be returned to each bidder not selected by GreenFields as the Successful Bidder or the Back-Up Bidder by no later than the third (3rd) business day following the Auction. The Earnest Money Deposit of the Back-Up Bidder shall be held by GreenFields until one (1) business day after the closing of the Transfer Transaction with the Successful Bidder. The Earnest Money Deposit of the Back-Up Bidder shall be held by GreenFields until one (1) business day after the closing of the Transfer Transaction with the Successful Bidder.

Payment of Expense Reimbursement

If applicable, and if the Initial Bidder is not the Successful Bidder, GreenFields shall pay an expense reimbursement to the Initial Bidder, as set forth in the Term Sheet between GreenFields and the Initial Bidder to the extent approved by the Bankruptcy Court, but in no event shall payment be any earlier than the time of consummation of the Transfer Transaction and shall only be paid from the proceeds of such sale or other Transfer Transaction (provided, however, if the Bond Trustee acquires the assets of GreenFields pursuant to a credit bid, the Bond Trustee shall provide for payment of such agreed-to and approved expense reimbursement in cash at closing).

Reservation of Rights

GreenFields, after consultation with HJ Sims and the Committee (if any) and with the consent of the Bond Trustee, may modify these Bid Procedures in any manner that will best promote the goals of the bidding process and to impose, at or prior to the Auction, additional customary terms and conditions on proposed Transfer Transactions, including without limitation, modifying the requirements for a Qualified Bid, extending the deadlines set forth in these Bid Procedures, adjourning the Auction and/or any hearing to consummate the Transfer Transaction with the Successful Bidder, in each case without further notice.

Exhibit 2

Proposed Auction and Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE:	§	Chapter 11
	§	
FRIENDSHIP VILLAGE OF	§	Case No.: 17-12470
MILL CREEK, NFP, d/b/a	§	
GREENFIELDS OF GENEVA,	§	
	§	
FEIN: 20-3300991,	§	
	§	
Debtor.	§	
	§	

NOTICE OF AUCTION AND SALE

PLEASE TAKE NOTICE that on **April 21, 2017**, Friendship Village of Mill Creek, NFP, d/b/a GreenFields of Geneva, debtor and debtor in possession herein (the “Debtor”), filed its “Motion For Entry Of Orders (A) Authorizing The Sale Of Substantially All Of The Debtor’s Assets Free And Clear Of Liens, Claims And Interests; (B) Approving Bidding Procedures And Overbid Protections In Connection Therewith; (C) Approving The Form And Manner Of Notice; and (D) Approving Assumption And Assignment Procedures With Respect To Executory Contracts And Unexpired Leases” (the “Motion”) with the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”). The Debtor is currently soliciting bids from other parties interested in its assets. All parties that may be interested in submitting a bid for substantially all of the Debtor’s assets or any portion thereof or taking part in the Auction must

read carefully both the Bid Procedures¹ and the order approving the Bid Procedures (the “Bid Procedures Order”).

PLEASE TAKE FURTHER NOTICE that on **May 8, 2017**, following a hearing held on May 3, 2017, the Bankruptcy Court entered the Bid Procedures Order and if necessary, may schedule a hearing to consider the Sale Motion for August 2, 2017 (prevailing Central Time) (the “Sale Hearing”). You may obtain a copy of the Debtor’s proposed Term Sheet negotiated and agreed to with the Initial Bidder by making a written request to Aaron M. Rulnick, H.J. Sims & Co., 11140 Rockville Pike, Suite 550-H, Rockville, MD, 20852 (arulnick@hjsims.com) (“H.J. Sims & Co.”).

Only those parties that submit Qualified Bids may participate in the Auction; if you are interested in determining how to submit such a Qualified Bid, you must comply with the terms of the Bid Procedures. Any party in interest wishing to receive a complete set of the Term Sheet, the Motion, and the Bid Procedures Order may do so free of charge by contacting H.J. Sims & Co.

PLEASE TAKE FURTHER NOTICE that any party that wishes to take part in this process and submit a bid for the Assets, any portion thereof, or other of the Debtor’ assets, must submit their Qualified Bid prior to **July 19, 2017 at 4:00 p.m. (prevailing Central Time)** (the “Bid Deadline”) such that bids are received on or before that date and time by: (1) counsel for GreenFields, Bruce Dopke, Stahl Cowen Crowley Addis LLC, 55 West Monroe Street, Ste. 1200, Chicago, IL 60603 (bdopke@stahlcowen.com); (2) Aaron M. Rulnick, H.J. Sims & Co., 11140 Rockville Pike, Suite 550-H, Rockville, MD, 20852 (arulnick@hjsims.com); (3) RBC Capital Markets, LLC; Attn: David B. Fields, One Logan Square, 130 North 18th Street, Philadelphia, PA

¹ Unless otherwise defined herein, all capitalized terms shall have the same meaning ascribed to them in the Bid Procedures.

19103-6933 (david.fields@rbccm.com); (4) Counsel to the Bond Trustee, Daniel Bleck, Mintz Levin Cohn Ferris Glovsky and Popeo PC, One Financial Center, Boston, MA, 02111 (dsbleck@mintz.com); and (5) Counsel for the Official Committee of Unsecured Creditors (the "Committee"), if any² (collectively, the "Notice Parties"). H.J. Sims & Co. shall determine whether a bidder is a Qualified Bidder.

PLEASE TAKE FURTHER NOTICE that if more than one Qualified Bid for any of the Debtor's assets is received by the Bid Deadline, an auction (the "Auction") with respect to a contemplated transaction shall take place on **July 26, 2017, at 10:00 a.m.** (prevailing Central Time) at the offices of Stahl Cowen Crowley Addis LLC, 55 West Monroe Street, Suite 1200, Chicago, IL 60603. If, however, if no Qualified Bids are received by the Debtor (other than the bid submitted by the Initial Bidder), then the Auction will not be held. Under such circumstances, the Initial Bidder will be deemed the Successful Bidder, subject to rights of Bond Trustee to credit bid as provided for in the Bid Procedures.

Only a Qualified Bidder who has submitted a Qualified Bid will be eligible to participate at the Auction. As set forth more fully in the Bid Procedures, parties seeking to submit Qualified Bids may structure such bids so that they would acquire the Debtor's assets pursuant to a sale under Section 363 of the Bankruptcy Code, or as a plan of reorganization.

Only Qualified Bidders, counsel to the Committee, the Bond Trustee, holders of the Bonds, and their respective counsel and financial professionals are eligible to attend or participate at the Auction. At the Auction, Qualified Bidders will be permitted to increase their bids. The first initial increased bid at the Auction (other than that submitted by the Initial Bidder) shall be in an amount not less than \$53,700,000 (the "Initial Bid Increment"). All bidding after Initial Bid Increment

² All references to the Committee herein are reserved in the event an Official Committee of Unsecured Creditors is appointed.

shall continue thereafter in subsequent bid increments of at least \$100,000, subject to provisions contained in the Bid Procedures. H.J. Sims & Co., following consultation with GreenFields, the Committee (if any) and the Bond Trustee, may conduct the Auction in the manner it reasonably determines, in its business judgment, will promote the goals of the bid process, will achieve the maximum value for all parties in interest and is not inconsistent with any of the provisions of these Bid Procedures, the Bankruptcy Code or any order of the Bankruptcy Court entered in connection with the Bid Procedures.

The Successful Bid shall be determined by the Debtor (following consultation with H.J. Sims & Co. and the Committee (if any), and with the express approval of the Bond Trustee) as the highest or best offer from among the Qualified Bidders (including the Initial Bidder) submitted at Auction. Such determination is subject to Bankruptcy Court approval.

The Debtor (after consultation with HJ Sims and the Committee (if any) and with the consent of the Bond Trustee) shall also select a back-up bid (the "Back-Up Bid"), which shall remain open and irrevocable until one (1) business day after the closing of the Transfer Transaction with the Successful Bidder or such later time as agreed to by the Qualified Bidder submitting such Back-Up Bid.

The Debtor will file a notice with the Bankruptcy Court within two (2) business days following the Auction providing further guidance on transaction proposed by the Successful Bidder. In the event the Successful Bidder proposes acquiring the Debtor's assets through a plan of reorganization, the Sale Hearing will be cancelled. In the event the Successful Bidder proposes acquiring the Debtor's assets by way of a sale, the Sale Hearing will go forward as scheduled.

If the Sale Hearing goes forward, the Debtor will present the Successful Bid(s) to the Bankruptcy Court for approval. The Debtor will then sell its assets or any portion thereof to the

Successful Bidders. If a Successful Bidder fails to consummate an approved Sale because of a breach or a failure to perform on the part of such Successful Bidder, the Debtor (with the consent of the Bond Trustee) may elect to regard the Back-Up Bid as the highest or best bid for the Debtor's assets, and the Debtor will be authorized to consummate the transaction contemplated by the Back-Up Bid without further order of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court, and also shall be served as required by the Motion, the Bankruptcy Rules and the Local Rules *on or before July 31, 2017*. Only those responses that are timely filed, served and received will be considered at the Hearing. Failure to file a timely objection may result in entry of orders granting the Motion as requested by the Debtor.

Dated: May 8, 2017

FRIENDSHIP VILLAGE OF MILL CREEK, NFP,
Debtor and Debtor In Possession

By: /s/Bruce Dopke
Proposed counsel for the Debtor