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PROPOSED COUNSEL FOR THE DEBTORS

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

In re: § **Chapter 11**
§
THE LASALLE GROUP, INC., et al.,¹ § **Case No. 19-31484-sgj-11**
§
Debtors. § **(Joint Administration Requested)**

**DEBTORS’ APPLICATION FOR AN ORDER APPOINTING DONLIN,
RECANO & COMPANY, INC. AS CLAIMS AND NOTICING
AGENT FOR THE DEBTORS PURSUANT TO 28 U.S.C. § 156(c),
NUNC PRO TUNC TO THE PETITION DATE**

The LaSalle Group, Inc. (“LaSalle”), West Houston Memory Care, LLC (“West Houston”), Cinco Ranch Memory Care, LLC (“Cinco Ranch”), Pearland Memory Care, LLC (“Pearland”), and Riverstone Memory Care Center, LLC (“Riverstone”) (West Houston, Cinco Ranch, Pearland, and Riverstone are sometimes referred to herein as the “RealCo Debtors”) debtors and debtors-in-possession (the “Debtors”) in the above-captioned chapter 11 cases (the “Cases”) hereby apply to the Court (the “Application”), pursuant to section 156(c) of title 28 of

¹ A list of the Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, is attached hereto as Schedule 1. The Debtors’ mailing address is 545 E. John Carpenter Freeway, Suite 500, Irving, Texas 75062.

the United States Code, Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and seeking entry of an order, in substantially the form attached hereto as **Exhibit C** (the “Proposed Order”): (a) authorizing and approving the retention and appointment of Donlin, Recano & Company, Inc. (“DRC”) as claims and noticing agent for the Office of the Clerk (the “Clerk”) of the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”); and (b) providing any additional relief required to effectuate the foregoing. In support of this Application, the Debtors rely on the *Declaration of Karen G. Nicolaou in Support of First Day Motions* (the “First Day Declaration”) filed substantially concurrently herewith and the *Declaration of Nellwyn Voorhies* (the “Voorhies Declaration”), attached hereto as **Exhibit A** and incorporated by reference herein. In further support of the Application, the Debtors respectfully represent as follows:

I. JURISDICTION

1. The United States Bankruptcy Court for the Northern District of Texas (the “Court”) has jurisdiction over the Cases and the Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of the Cases and the Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.
2. The statutory and other predicates for the relief requested herein are 28 U.S.C. § 156(c), and Bankruptcy Rule 2002.

II. BACKGROUND

3. On the date hereof (the “Petition Date”), each of the Debtors commenced a voluntary case under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”).
4. The Debtors are authorized to continue to operate their business and manage their

property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been requested or appointed in the Cases and no statutory committee has been appointed yet by the Office of the United States Trustee for the Northern District of Trustee (the “U.S. Trustee”).

5. The detailed factual background relating to the Debtors and the commencement of the Cases is set forth in the First Day Declaration, which is fully incorporated herein by reference.

III. RELIEF REQUESTED

6. This Application is made for entry of the Proposed Order appointing DRC to act as the claims and noticing agent to assume full responsibility for the distribution of notices and the maintenance, processing and docketing of proofs of claim filed in the Debtors’ Cases. The Debtors submit, based on all engagement proposals obtained and reviewed, that DRC’s rates are competitive and reasonable given DRC’s quality of services and expertise. The terms of retention are set forth in the Standard Claims Administration and Noticing Agreement, dated April 30, 2019 (the “Engagement Agreement”) annexed hereto as **Exhibit B**.

IV. QUALIFICATIONS

7. DRC is a bankruptcy administrator specializing in claims management and legal administration services. DRC provides comprehensive chapter 11 services, including noticing, claims processing, balloting, and other related services critical to the effective administration of chapter 11 cases.

8. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be hundreds if not thousands of entities to be noticed. In view of the number of anticipated claimants and the complexity of the Debtors’ business, the Debtors

submit that the appointment of a claims and noticing agent is both necessary and in the best interests of both the Debtors' estates and their creditors.

9. DRC is one of the country's leading chapter 11 administrators, with experience in noticing, claims administration, and facilitating other administrative aspects of chapter 11 cases. DRC has provided identical or substantially similar services in other chapter 11 cases filed in this District and elsewhere, including, among others: *In re Westmoreland Coal Company*, Case No. 18-35672 Bankr. S.D. Tex 2018); *In re: First River Energy, LLC*, Case No. 18-50085 (Bankr. W.D. Tex. 2018); *In re: Foundation Healthcare, Inc.*, Case No. 17-42571 (Bankr. N.D. Tex. 2017); *In re: Vasari, LLC*, Case No. 17-44346 (Bankr. N.D. Tex. 2017); *In re: Forest Park Medical Center at Southlake, LLC*, Case No. 16-40273 (Bankr. N. D. Tex. 2016); *In re: CJ Holding Co., et al.*, Case No. 16-33590 (Bankr. S.D. Tex. 2016); *In re: Juniper GTL LLC*, Case No. 16-31959 (Bankr. S. D. Tex. 2016); *In re: Buffets, LLC, et al.*, Case No. 16-50557 (Bankr. W.D. Tex. 2016).

10. By appointing DRC as the claims and noticing agent in the Cases, the distribution of notices and the processing of claims will be expedited, and the Clerk's office will be relieved of the administrative burden of processing what may be an overwhelming number of claims.

V. SERVICES TO BE RENDERED

11. This Application pertains only to the work to be performed by DRC under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and any work to be performed by DRC outside of this scope is not covered by this Application or by any Order granting approval hereof. By separate application, the Debtors will seek to retain DRC as their administrative advisor under section 327(a) of the Bankruptcy Code. As it relates to this Application, DRC will

perform the following tasks in its role as claims and noticing agent, as well as all quality control relating thereto:

a. Prepare and serve required notices and documents in the Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court including: (i) notice of the commencement of the Cases and the initial meeting of creditors under Bankruptcy Code § 341(a); (ii) notice of any claims bar date; (iii) notices of transfers of claims; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' chapter 11 plan, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any chapter 11 plan; and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of the Cases.

b. Maintain copies of all proofs of claim filed in the Cases.

c. Maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;

d. Maintain (i) a list of all potential creditors, equity holders, and other parties-in-interest and (ii) a "core" mailing list consisting of all parties described in sections 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the Clerk;

e. Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

f. Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;

g. For *all* notices, motions, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses; (iii) the manner of service; and (iv) the date served;

h. Process all proofs of claim received, including those received by the

Clerk, and check said processing for accuracy, and maintain the original proofs of claim in a secure area;

i. Maintain the official claims register for each Debtor (the “Claims Registers”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, *etc.*); (vi) the applicable Debtor; and (vii) any disposition of the claim;

j. Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;

k. Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

l. Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of DRC, not less than weekly;

m. Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the claims register for the Clerk’s review (upon the Clerk’s request);

n. Monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register;

o. Assist in the dissemination of information to the public and respond to requests for administrative information regarding the case as directed by the Debtors or the Court, including through the use of a case website and/or call center;

p. If the Cases are converted to chapter 7, contact the Clerk within three (3) days of the notice to DRC of entry of the order converting the case;

q. Thirty (30) days prior to the close of the Cases, to the extent practicable, request that the Debtors submit to the Court a proposed Order dismissing DRC and terminating the services of such agent upon completion of its duties and responsibilities and upon the closing of the Cases;

r. Within seven (7) days of notice to DRC of entry of an order closing the Cases, provide to the Court the final version of the Claims Register as of the date immediately before the close of the Cases; and

s. At the close of the Cases, (i) box and transport all original documents, in proper format, as provided by the Clerk’s Office, to the place directed by then in place

responsible party or any other location requested by the Clerk, and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.

12. The Claims Registers shall be opened to the public for examination without charge during regular business hours and on a case-specific website maintained by DRC.

13. DRC shall not employ any past or present employee of the Debtors for work that involves the Debtors' Cases.

14. The Debtors respectfully request that the undisputed fees and expenses incurred by DRC in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code section 503(b)(1)(A) and be paid in the ordinary course of business without further application to or order of the Court. DRC agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

VI. COMPENSATION

15. Prior to the Petition Date, the Debtors provided DRC a retainer in the amount of \$150,000, of which \$5,571.50 was applied to prepetition services. DRC seeks to first apply the retainer to all prepetition invoices, thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during the

Cases as security for the payment of fees and expenses under the Engagement Agreement. Following the termination of the Engagement Agreement, DRC will return to the Debtors any amount of the retainer that remains.

16. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless DRC and its affiliates, officers, directors, agents, employees, consultants, and subcontractors under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from DRC's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a claims agent in these Cases.

VII. DISINTERESTEDNESS

17. In connection with its retention as claims and noticing agent, DRC represents in the Voorhies Declaration, among other things, that:

a. DRC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the claims and noticing agent in the Cases;

b. By accepting employment in the Cases, DRC waives any right to receive compensation from the United States government in its capacity as the claims and noticing agent in the Cases;

c. In its capacity as the claims and noticing agent in the Cases, DRC will not be an agent of the United States and will not act on behalf of the United States;

d. DRC will not employ any past or present employees of the Debtors in connection with its work as the notice and claims agent in the Cases; and

e. DRC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

18. To the extent that there is any inconsistency between this Application, the Retention Order, and the Engagement Agreement, the Retention Order shall govern.

VIII. NOTICE

19. Notice of this Application has been provided to: (i) the U.S. Trustee; (ii) holders of the twenty (20) largest unsecured claims for each of the Debtors; and (iii) all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

WHEREFORE, for the reasons set forth herein, in the Voorhies Declaration, and in the First Day Declaration, the Debtors respectfully request that this Court enter the Proposed Order, authorizing DRC to act as claims and noticing agent for the maintenance and processing of claims and the distribution of notices.

Dated: May 2, 2019

Respectfully submitted,

Debtors and Debtors-in-Possession

/s/ Karen G. Nicolaou

Karen G. Nicolaou

Harney Partners

Chief Restructuring Officer

Exhibit A

Declaration of Nellwyn Voorhies

Vickie L. Driver
State Bar No. 24026886
Christina W. Stephenson
State Bar No. 24049535
Christopher M. Staine
State Bar No. 24104576
CROWE & DUNLEVY, P.C.
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Email: vickie.driver@crowedunlevy.com
Email: christina.stephenson@crowedunlevy.com
Email: christopher.staine@crowedunlevy.com

PROPOSED COUNSEL FOR THE DEBTORS

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

In re: § **Chapter 11**
§
THE LASALLE GROUP, INC., et al.,¹ § **Case No. 19-31484-sgj-11**
§
Debtors. § **(Joint Administration Requested)**

**DECLARATION OF NELLWYN VOORHIES IN SUPPORT OF DEBTORS’
APPLICATION FOR AN ORDER APPOINTING DONLIN, RECANO & COMPANY,
INC. AS CLAIMS AND NOTICING AGENT FOR THE DEBTORS PURSUANT TO
28 U.S.C. § 156(c), NUNC PRO TUNC TO THE PETITION DATE**

I, Nellwyn Voorhies, declare that the following is true to the best of my knowledge,
information, and belief:

1. I am an Executive Director with Donlin, Recano & Company, Inc. (“DRC”), an
administrative services firm that specializes in the administration of large chapter 11 cases,
whose offices are located at 6201 15th Avenue, Brooklyn, New York 11219.

¹ A list of the Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax
identification number, is attached hereto as Schedule 1. The Debtors’ mailing address is 545 E. John Carpenter
Freeway, Suite 500, Irving, Texas 75062.

2. I submit this declaration in support of the *Debtors' Application for an Order Appointing Donlin, Recano & Company, Inc. as Claims And Noticing Agent for the Debtors Pursuant to 28 U.S.C. § 156(c), Nunc Pro Tunc to the Petition Date* (the "Application")² filed by the debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Cases") for an order appointing DRC as claims and noticing agent (the "Claims and Noticing Agent") for the Debtors pursuant to 28 U.S.C. § 156(c). Except as otherwise noted, I have personal knowledge of the facts contained in this declaration.

3. As custodian of the courts records pursuant to 28 U.S.C. § 156(c), DRC will perform, at the request of the Office of the Clerk of the Court (the "Clerk"), the noticing and claims related services specified in the Application and the Engagement Agreement. In addition, at the Debtors' request, DRC will perform such other noticing, claims, administrative, technical, and support services specified in the Application and the Engagement Agreement.

20. DRC is one of the country's leading chapter 11 administrators, with experience in noticing, claims administration, and facilitating other administrative aspects of chapter 11 cases. DRC has provided identical or substantially similar services in other chapter 11 cases filed in this District and elsewhere, including, among others: *In re: First River Energy, LLC*, Case No. 18-50085 (cag) (Bankr W.D. Tex. 2018); *In re: Foundation Healthcare, Inc.*, Case No. 17-42571 (Bankr. N.D. Tex. 2017); *In re: Vasari, LLC*, Case No. 17-44346 (Bankr. N.D. Tex. 2017); *In re: Forest Park Medical Center at Southlake, LLC*, Case No. 16-40273 (rfn) (Bankr. N. D. Tex. 2016); *In re: CJ Holding Co., et al.*, Case No. 16-33590 (DRJ) (Bankr. S.D. Tex. 2016); *In re: Juniper GTL LLC*, Case No. 16-31959 (Bankr. S. D. Tex. 2016); *In re: Buffets, LLC, et al.*, Case No. 16-50557 (rbk) (Bankr. W.D. Tex. 2016).

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

4. I represent, among other things, that:

a. DRC neither holds nor represents any interest adverse to the Debtors' estates;

b. I am not related or connected to and, to the best of my knowledge, no other professional of DRC is related to or connected to any United States Bankruptcy Judge for the Northern District of Texas or the United States Trustee or to any employee in the offices thereof;

c. DRC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the Cases;

d. By accepting employment in the Cases, DRC waives any right to receive compensation from the United States government in its capacity as the Claims and Noticing Agent in the Cases;

e. In DRC's capacity as the Claims and Noticing Agent in the Cases, DRC is not an agent of the United States and is not acting on behalf of the United States;

f. DRC will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in the Cases;

g. In its capacity as Claims and Noticing Agent in the Cases, DRC will not intentionally misrepresent any fact to any person;

h. DRC shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers; and

i. None of the services provided by DRC as Claims and Noticing Agent shall be at the expense of the Clerk.

5. To the best of my knowledge and belief, and based solely upon information provided to me by the Debtors and except as provided herein, neither DRC, nor any employee of DRC, has any materially adverse connections to the Debtors, their estates, their creditors, or equity interest holders, or other relevant parties, their respective attorneys and accountants that would conflict with the scope of DRC's retention or would create any interest adverse to the Debtors' estates or any other party-in-interest.

6. The Debtors have many creditors and, from time to time, DRC may have represented certain of those creditors in completely unrelated matters. Proposed bankruptcy

counsel for the Debtors has provided me with a list of the Debtors' creditors and other parties-in-interest (the "Conflicts List"), a copy of which is attached hereto as **Exhibit 1**. I have caused an examination of these records to be made to determine which, if any, of the parties on the Conflicts List DRC may have represented in the past or may be representing at the present time in totally unrelated matters. This search has disclosed that, to the best of my present knowledge, DRC has not in the past and is not currently representing any of the parties on the Conflicts List.

7. In addition, DRC has identified numerous vendors appearing on the Conflicts List that are also vendors of DRC, but DRC has not in the past, and is not currently, representing any of those vendors.

8. Certain of DRC's professionals were formerly employed by firms that may be creditors or may provide professional services to parties in interest in these Cases. Such firms include: Paul Hastings LLP; Paul, Weiss, Rifkind, Wharton & Garrison LLP; Kaye Scholer LLP; Skadden, Arps, Slate, Meagher & Flom LLP; Sheppard, Mullin, Richter & Hampton LLP; Baker & McKenzie LLP; Clifford Chance LLP; Hughes Hubbard & Reed LLP; Davis Polk & Wardwell LLP; Levene, Neale, Bender, Yoo & Brill L.L.P.; Morgan Stanley, Blank Rome LLP; Anderson Kill P.C.; Willkie Farr & Gallagher LLP; Dechert LLP; Pryor Cashman LLP; Schulte Roth & Zabel LLP; Kurtzman Carson Consultants LLC; Epiq Bankruptcy Solutions, LLC; Rust Consulting/Omni Bankruptcy; and Wells Fargo Bank. Except as disclosed herein, these professionals did not work on any matters involving the Debtors while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when these Cases were filed.

9. DRC is an affiliate of American Stock Transfer & Trust Company, LLC ("AST"). AST is a global financial communications and stakeholder management company. Within the

AST corporate structure, DRC operates as a separate and independent legal entity. Given the legal and operational separateness of DRC from AST, DRC does not believe that any relationships that AST and its affiliates maintain would create an interest of DRC that would be materially adverse to the Debtors' estates or any class of creditors or equity security holders.

10. There may be other creditors of the Debtors that DRC may have or may be presently representing, but in no event is DRC representing any other creditor with respect to the Debtors' bankruptcy proceedings. To the extent I become aware of DRC having represented any other creditors of the Debtors, I will file a supplemental declaration advising the Court of the same. To the extent that DRC discovers any facts bearing on matters described herein, DRC will supplement the information contained herein.

11. Notwithstanding anything contained herein, as part of its diverse business, DRC is the noticing, claims, and balloting agent for debtors in numerous cases involving many different creditors (including taxing authorities), professionals, including attorneys, accountants, investment bankers, and financial consultants, some of which may be creditors or represent creditors; and parties-in-interest in these Cases. In addition, DRC has in the past and will likely in the future continue working with other professionals involved in these Cases in matters unrelated to these Cases. Based upon my current knowledge of the parties involved, and to the best of my knowledge, none of these business relations constitute interests adverse to that of the creditors, or the Debtors' estates, with respect to the matter upon which DRC is to be engaged. Additionally, DRC employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtors. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and completely unrelated to these Cases.

12. Based upon the information available to me, I believe that DRC is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, in that DRC and its personnel: (a) are not creditors, equity security holders, or insiders of the Debtors; (b) are not and were not, within two years before the date of the filing of these Cases, a director, officer, or employee of the Debtors; and (c) do not have an interest materially adverse to the interests of the Debtors’ estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

13. Prior to the filing of these Cases, the Debtors paid DRC a retainer of \$150,000.00, of which \$5,571.50 was applied to prepetition services. DRC seeks to first apply the retainer to all prepetition invoices, thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during the Cases as security for the payment of fees and expenses under the Engagement Agreement. Following the termination of the Engagement Agreement, DRC will return to the Debtors any amount of the retainer that remains.

14. Under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless DRC and its affiliates, officers, directors, agents, employees, consultants, and subcontractors under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from DRC’s gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement.

15. In performing the services identified above, DRC will charge the rates set forth in Schedule A to the Engagement Agreement annexed to the Application as Exhibit B.

The rates set forth therein are as favorable and reasonable as the prices DRC charges in cases in which it has been retained to perform similar bankruptcy related services.

16. DRC will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: May 2, 2019

/s/ Nellwyn Voorhies

Nellwyn Voorhies
Executive Director
Donlin, Recano & Company, Inc.

Exhibit 1

Conflicts List

Exhibit B

Engagement Agreement

Donlin, Recano & Company, Inc.

STANDARD CLAIMS ADMINISTRATION AND NOTICING AGREEMENT

TERMS AND CONDITIONS

Donlin, Recano & Company, Inc. (hereinafter called "DRC") agrees to provide The LaSalle Group, Inc., including but not limited to any and all bankruptcy cases filed by any affiliate of The LaSalle Group, Inc. (hereinafter called the "Client") and Client agrees to purchase Services, (as defined below) upon the terms and conditions and other provisions stated herein. Client agrees and understands that none of the services constitute legal advice.

1. SERVICES: DRC agrees to provide the Client with consulting services regarding noticing and claims management and reconciliation, and any other services agreed upon by the parties or otherwise required by applicable law, government regulations, or court rules or orders. A more detailed description of the types of services offered by DRC, as well as the fees charged for such services, is annexed hereto as Schedule A.

2. CHARGES: All charges shall be based upon the time and materials incurred by DRC, billed at the DRC then prevailing standard rate unless another rate schedule is specifically and mutually agreed upon herein. DRC reserves its rights to adjust its standard rates in January of each year to reflect changes in the business and economic environment. In the event that rates are based other than on time and materials, and such other basis for rates is set forth herein, the Client agrees to pay, in addition to those rates, for all charges, incurred by DRC as a result of Client error or omission as determined by DRC. Such charges shall include but shall not be limited to re-runs and any additional clerical work, phone calls, travel expenses, or any other disbursements. When possible, DRC will notify Client in advance of any additional charges. Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received from Client may be applied by DRC against any obligation owing by Client to DRC, and an acceptance by DRC of any partial payment shall not constitute a waiver of DRC's right to pursue the collection of any remaining balance. DRC requires advance deposits for all noticing, newspaper publishing or other significant expenditures as defined by DRC. In addition, Client shall reimburse DRC for all actual out-of-pocket expenses reasonably incurred by DRC. The out-of-pocket expenses may include, but are not limited to, postage, delivery services, travel, meals and other similar costs and expenses. In addition to all charges for services and materials hereunder, Client shall pay to DRC all taxes, however designated, levied or based that are applicable to this Agreement or are measured directly by payments made under this Agreement and are required to be collected by DRC or paid by DRC to taxing authorities. This provision, includes but is not limited to, sales, use and excise taxes, but does not include personal property taxes or taxes based on net income. In the event the Client files for protection pursuant to chapter 11 of title 11 of the United States Code, the parties intend that DRC shall be employed pursuant to 28 U.S.C §156(c), and that all fees and expenses due under this agreement shall be paid as administrative expenses of the Client's chapter 11 estate(s). In the event the Client's bankruptcy case(s) is converted to a chapter 7 case(s), any unpaid fees and costs with respect to this Agreement shall be treated as a chapter 11 administrative expense claim.

3. TRANSPORTATION OF DATA: Data submitted by the Client to DRC for processing shall be transported at the Client's risk and expense to and from the DRC office. In the event the Client fails to deliver the input data to DRC at the time scheduled, the Client agrees that DRC may extend, as necessary, the time for the completion of processing of such data. Client further agrees that the time for the completion or processing of such data may be extended because of the following holidays in addition to any Bank holidays recognized in the city in which DRC is located: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any event, DRC does not warrant or represent that shipment or availability dates will be met, but will use its best efforts to do so. If DRC is required to stay open to perform required tasks on such days, an additional mutually agreed upon cost may be required by DRC.

Donlin, Recano & Company, Inc.

4. EVERGREEN RETAINER & INVOICES: At the commencement of this engagement, the Client shall pay to DRC an advance payment retainer (the "Retainer") in the amount of \$90,000 for The LaSalle Group, Inc. \$15,000 for Pearland Memory Care, LLC, \$15,000 for Cinco Ranch Memory Care, LLC, \$15,000 for Riverstone Memory Care, LLC, and \$15,000 for West Houston Memory Care, LLC, for a total of \$150,000. The Retainer shall be an "evergreen" retainer and shall be applied to the payment of the final invoice from DRC for this engagement. DRC may apply the Retainer to any other invoice in its absolute discretion, and upon notice thereof from DRC, the Client shall replenish the Retainer. Invoices for pre-petition services shall be paid in full, and may be satisfied, in the absolute discretion of DRC, out of the Retainer, which shall be replenished upon notice thereof to the Client. DRC, in its absolute discretion, may suspend or discontinue services after filing of a petition if pre-petition invoices are not paid in full, or if the Retainer is not replenished when request therefore is made. DRC may require the Client to increase the Retainer if the average amount of monthly invoices for three consecutive months is 10% greater than the amount of the Retainer. Client shall pay the charges set forth in Schedule A, attached hereto. DRC shall invoice the Client monthly for all services rendered during the preceding month. Charges for a partial month's service shall be prorated based on a thirty (30) day month. Terms are net 20 days following the date of billing. Failure to pay any fees, costs or other amounts to DRC shall be a breach of this Agreement (a "Failure to Pay"). Notwithstanding anything else contained in this Agreement, in the event of a Failure to Pay, DRC reserves the right to withhold reports and materials of the Client, in addition to all other remedies available to DRC. Upon a Failure to Pay, DRC may assess a late charge at a rate of one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is less, on all unpaid amounts until paid in full. DRC shall also have the right, at its option, to terminate this agreement for non payment of invoices after 30 days from the date unpaid invoices are rendered (a "Non-Payment Breach"). If the invoice amount is disputed, notice shall be given to DRC within ten (10) days of receipt of the invoice by the Client. The undisputed portion of the invoice will remain due and payable. Late charges shall not accrue on any amounts in dispute. Notwithstanding anything contained in this agreement to the contrary, a Failure to Pay shall under no circumstances be construed as an agreement by DRC to reduce or waive DRC's fees and expenses. The Client shall not agree or otherwise consent to a unilateral reduction or waiver of DRC fees and expenses without the explicit written consent of DRC and any such agreement or consent to such reduction or waiver by the Client without DRC's explicit written consent shall be deemed null and void and constitute a breach of this Agreement (a "Material Breach"). Notwithstanding anything contained in this agreement to the contrary, upon the occurrence of a Material Breach, DRC shall have the right, at its option, to terminate this agreement upon five (5) business days notice to the Client.

5. STORAGE: Client shall assume the risks and DRC shall not be responsible for any damages, liability or expenses incurred in connection with any delay in delivery of or damage to cards, disks, magnetic tapes or any input data furnished by Client unless DRC has agreed in writing to assume such responsibility. Forms storage at DRC beyond a normal 90 day supply will be billed at standard warehousing rates established by DRC.

6. E-MAIL COMMUNICATIONS: DRC and the Client and its agents acknowledge that they may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus-free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents, whether received on disk or otherwise.

7. SUPPLIES: All supplies shall be furnished at Client's expense.

Donlin, Recano & Company, Inc.

8. WARRANTY AND RELIANCE: Client acknowledges and agrees that DRC will take direction from the Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect to services being provided under this Agreement. Client and DRC agree that DRC may rely upon, and the Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided by the Client. DRC shall have the right to rely on the accuracy of all data provided by the Client and the Client Parties to DRC. Client is responsible for the accuracy of all programs, data and other information it submits to DRC. The DRC warranty under this agreement shall be limited to the re-running at its expense, of any inaccurate reports provided that such inaccuracies were caused solely as a result of performance hereunder and provided further that DRC shall receive written notice of such inaccuracies within thirty (30) days of delivery of such report. If said notice is not made to DRC within the prescribed time limit Client is due and liable for all charges. Client agrees that the foregoing constitutes the exclusive remedy available to it.

9. TERM: This agreement shall be effective from the date upon which it is accepted by DRC as set forth herein and shall remain in force until terminated by either party upon thirty days' written notice to the other party or by DRC upon occurrence of a Non-Payment Breach or a Material Breach, as defined in paragraph 4 above. In the event that a chapter 7 trustee, chapter 11 trustee or chapter 11 liquidating trustee is appointed, this agreement will remain in effect until an order of the Bankruptcy Court is entered discharging DRC from service and responsibility under this Agreement. The payment obligation and the indemnity obligation set forth in sections 4 and 11 herein, respectively, shall survive termination of this Agreement. In the event this Agreement is terminated, DRC shall coordinate with the Client and, to the extent applicable, the Office of the Clerk of the Bankruptcy Court, for an orderly transfer of record keeping functions and shall provide all necessary staff, services and assistance required for such orderly transfer. Client agrees to pay for such services in accordance with DRC's then existing fees for such services. If termination of this Agreement occurs following entry of an order by the Bankruptcy Court approving DRC's retention under 28 U.S.C. § 156 (c), then the Client shall immediately seek entry of an order (in form and substance reasonably acceptable to DRC) that discharges DRC from service and responsibility under this Agreement and 28 U.S.C. § 156 (c).

10. TERMS OF AGREEMENT: The terms of this Agreement prevail over any and all terms contained in Client's purchase order or authorization and no waiver, discharge, or modification of the terms of this Agreement shall bind DRC unless in writing and signed by an authorized representative of DRC.

11. INDEMNIFICATION: The Client shall indemnify and hold DRC and its affiliates, officers, directors, agents, employees, consultants, and subcontractors (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs, obligations, judgments, causes of action, charges (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), arising out of or relating to (a) this Agreement or DRC's rendering of services pursuant hereto (including any erroneous instructions or information provided to DRC by the Client or the Client Parties for use in providing services under this Agreement), (b) any breach or alleged breach of this Agreement by Client, or (c) any negligence or willful or reckless actions or misconduct of Client or Client Parties with respect to this Agreement, other than Losses resulting solely from DRC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Parties. The Client shall notify DRC in writing promptly of the institution, threat or assertion of any claim of which the Client is aware with respect to the services provided by DRC under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of DRC and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to DRC's liabilities.

12. CONFIDENTIALITY: Each of DRC and the Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records,

Donlin, Recano & Company, Inc.

systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five (5) business days' written notice to the other party, release the required information.

13. OWNERSHIP OF PROGRAMS: Unless otherwise agreed in writing, all programs developed by DRC in connection with any services to be performed under this Agreement shall remain the sole property of DRC. All programs and/or systems documentation in the possession of DRC which DRC has agreed in writing to return to the Client, prepared for the Client by DRC, shall be returned to the Client upon demand providing all charges for such programming and/or systems documentation have been paid in full.

14. SYSTEMS IMPROVEMENTS: DRC's policy is to provide continuous improvements in the quality of service to its clients. DRC, therefore, reserves the right to make changes in operating procedures, operating systems, programming languages, application programs, time period of accessibility, equipment, and the DRC data center serving the Client, so long as any such changes do not materially interfere with ongoing services provided to the Client in connection with the Client's chapter 11 case.

15. UNUSUAL MEASURES: Where the Client requires measures that are unusual and beyond the normal business practice and hours of DRC such as, but not limited to, CPA Audit, Errors and Omissions Insurance, and/or Off-Premises Storage of Data, the cost of such measures, if provided by DRC, shall be charged to the Client. Said charges may be required in advance if DRC deems it appropriate.

16. JURISDICTION. In the event that Client commences a case under title 11 of the United States Code, this Agreement shall be subject to approval by the United States Bankruptcy Court for the district in which the Client commences its case (the "Bankruptcy Court") and such court shall retain jurisdiction over all matters regarding this Agreement.

17. FORCE MAJEURE. Whenever performance by DRC of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock out or other industrial or transportational disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reasons of any other matter beyond DRC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

18. NOTICE. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery to such courier, as follows: if to DRC, to Donlin, Recano & Company, Inc., 6201 15th Avenue, Brooklyn, New York, New York 11219, Attention: Nellwyn Voorhies, Esq.; if to the Client, to Crowe & Dunlevy, 1919 McKinney Avenue, Suite 100, Dallas, TX 75201, Attention: Vickie Driver, Esq.

19. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

20. SEVERABILITY. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

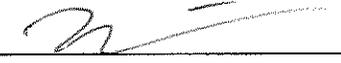
Donlin, Recano & Company, Inc.

21. ASSIGNMENT. This Agreement and the rights and obligations of DRC and the Client hereunder shall bind and inure to the benefit of any successors or assigns thereto.

22. GENERAL: The terms and conditions of this Agreement may be modified by DRC upon one (1) month's prior written notice to Client. Client will not employ any DRC employee within two (2) years from the termination of this Agreement. The term "this Agreement" as used herein includes any future written amendments, modifications, supplements or schedules duly executed by Client and DRC. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. A facsimile copy, photocopy or imaged copy of this Agreement shall be considered an original copy. The Client shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"), the form and substance of which shall be reasonably acceptable to DRC. If an order is entered approving such Application (the "Order"), any discrepancies between this Agreement, the Application and the Order shall be controlled by the Application and Order.

Accepted and Approved:

Donlin, Recano & Company, Inc.
6201 15th Avenue
Brooklyn, New York 11219

By: Nellwyn Voorhies
Signature: 
Title: Executive Director
Date: 5/1/2019

Accepted and Approved:

The LaSalle Group, Inc.

By: Mitchell Warren, CEO
Signature: 
Title: _____
Date: _____

This Agreement is subject to the terms and conditions set forth herein. Client acknowledges reading and understanding it and agrees to be bound by its terms and conditions and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals oral or written and other prior communications between the parties relating to the subject matter of this Agreement.

Donlin, Recano & Company, Inc.

SCHEDULE A
The LaSalle Group, Inc.
Fee Schedule

| Professional Service | Hourly Rates |
|--|--|
| Executive Management | No charge |
| Senior Bankruptcy Consultant | \$175 |
| Case Manager | \$140 |
| Technology/Programming Consultant | \$110 |
| Consultant/Analyst | \$90 |
| Clerical | \$45 |
| Noticing Service | |
| Laser Printing/ Photocopies | \$.08 per Image |
| Personalization/ Labels | WAIVED |
| Fax (Incoming) | WAIVED |
| Fax Noticing | \$.08 per Page |
| Postage and Overnight Delivery | At Cost |
| Electronic Noticing | WAIVED |
| Publication Services | At Cost |
| Solicitation, Balloting, Schedule/SOFA | |
| Print and Mail Ballots/Plan Disbursements | Print/hourly fees above – Plan/DS media varies |
| Set-up Tabulation & Vote Verification | \$90 - \$195 as needed |
| Public Securities Solicitation | \$90 - \$225 as needed |
| Schedule/SOFA preparation | \$90 - \$195 per Hour |
| Claims Docketing and Management | |
| Website Development | \$90 per Hour |
| Web Hosting | WAIVED |
| Creditor Data Storage/ Electronic Document Storage | \$.05 per record monthly |
| Document Imaging | \$.08 per Image |
| Electronic Claims filing | No Set-up charge or per claim charge |
| Data Room Services | |
| DRC DocuLinks™ Virtual Data Room Services | Hosting WAIVED |
| Data Room Development | \$90 per Hour |
| Miscellaneous | |
| Strategic Communications | \$395 per hour |
| Escrow Agent Services | Competitive Interest Rates |
| Out-of-Pocket Expenses (including any required travel) | At Cost |
| Call Center Operators | \$65 per hour |

Exhibit C

Proposed Order

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

In re: § **Chapter 11**
§
THE LASALLE GROUP, INC., et al.,¹ § **Case No. 19-31484-sgj-11**
§
Debtors. § **(Joint Administration Requested)**

**ORDER GRANTING DEBTORS' APPLICATION FOR AN ORDER APPOINTING
DONLIN, RECANO & COMPANY, INC. AS CLAIMS AND NOTICING AGENT FOR
THE DEBTORS PURSUANT TO 28 U.S.C. § 156(c),
NUNC PRO TUNC TO THE PETITION DATE**

Upon the application (the "Application")² of The LaSalle Group, Inc. ("LaSalle"), West Houston Memory Care, LLC ("West Houston"), Cinco Ranch Memory Care, LLC ("Cinco Ranch"), Pearland Memory Care, LLC ("Pearland"), and Riverstone Memory Care Center, LLC ("Riverstone") (West Houston, Cinco Ranch, Pearland, and Riverstone are sometimes referred to herein as the "RealCo Debtors") debtors and debtors-in-possession (the "Debtors") in the above-

¹ A list of the Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, is attached hereto as Schedule 1. The Debtors' mailing address is 545 E. John Carpenter Freeway, Suite 500, Irving, Texas 75062.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

captioned chapter 11 cases (the “Cases”) for entry of an order pursuant to section 156(c) of title 28 of the United States Code (the “Bankruptcy Code”), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the Debtors to retain and appoint Donlin, Recano & Company, Inc. (“DRC”) as claims and noticing agent in the Cases; and upon consideration of the Voorhies Declaration submitted in support of the Application; and upon consideration of the First Day Declaration; and the Court being satisfied, based on the representations made in the Voorhies Declaration, that DRC does not represent or hold any interest adverse to the Debtors or the Debtors’ estates; and it appearing that the Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 1334 and 157, and it appearing that the Application is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of these Cases and of the Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Application has been given under the circumstances, and that no other or further notice need be given; and it appearing that the employment of DRC is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Debtors are authorized to retain DRC effective as of the Petition Date under the terms of the Engagement Agreement, and DRC is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Cases, and all related tasks, all as described in the Application.

2. DRC shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide the Clerk with a certified duplicate thereof upon the request of the Clerk, and to provide public access to every proof of claim unless otherwise ordered by the Court.

3. DRC is authorized and directed to obtain a post office box or address for the receipt of proofs of claim;

4. DRC is authorized to take such other action to comply with all duties set forth in the Application.

5. The Debtors are authorized to compensate DRC in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by DRC and the rates charged for each, and to reimburse DRC for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for DRC to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

6. DRC shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices.

7. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Agreement or monthly invoices, and the parties may seek resolution of the matter from the Court if resolution is not achieved.

8. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of DRC under this Order shall be an administrative expense of the Debtors' estates.

9. DRC may apply its prepetition retainer to all prepetition invoices and thereafter, DRC may hold the DRC Retainer under the Engagement Agreement during the Cases as security for the payment of fees and expenses under the Engagement Agreement. Following the termination of the Engagement Agreement, DRC shall return to the Debtors any amount of the DRC Retainer that remains.

10. The Debtors shall indemnify DRC under the terms of the Engagement Agreement.

11. In the event DRC is unable to provide the services set out in this order, DRC will immediately notify the Clerk and Debtors' attorneys and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' attorneys.

12. The Debtors may submit a separate retention application, pursuant to Bankruptcy Code section 327 and/or any applicable law, for work that is to be performed by DRC that is not specifically authorized by this Order.

13. The Debtors and DRC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

14. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction and power with respect to all matters arising from or related to the implementation of this Order.

15. In the event of any inconsistency between the Engagement Agreement, the Application and this Order, this Order shall govern.

END OF ORDER

Proposed and Submitted by:

/s/ Vickie L. Driver

Vickie L. Driver

State Bar No. 24026886

Christina W. Stephenson

State Bar No. 24049535

Christopher M. Staine

State Bar No. 24104576

CROWE & DUNLEVY, P.C.

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PROPOSED COUNSEL FOR THE DEBTORS