

**EXHIBIT A**  
**Proposed Order**

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

<b>In re:</b>  <b>THE LASALLE GROUP, INC., et al.,<sup>1</sup></b>  <p style="text-align: center;"><b>DEBTORS.</b></p>	§ § § § § § § §	<b>Chapter 11</b>  <b>Case No. 19-31484-sgj-11</b>  <b>(Jointly Administered)</b>
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**ORDER AUTHORIZING AND APPROVING PROCEDURES FOR  
DE MINIMIS ASSET TRANSACTIONS**

ON THIS DATE this Court considered the Debtors’ *Motion to Approve Procedures for De Minimis Asset Transactions* (the “Motion”). Upon review of the Motion and the First Day Declaration and upon consideration of the statements made in support of the Motion at a hearing held before the Court (the “Hearing”), the Court finds that it has jurisdiction over this matter

<sup>1</sup> 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 to hereto as **Schedule 1**. The Debtors’ mailing address is 1900 Enchanted Way, Ste. 200, Grapevine, TX 76051.

pursuant to 28 U.S.C. § 1334; that the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); that the Court may enter a final order on the Motion consistent with Article III of the United States Constitution; that the venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; that the Debtors provided adequate and appropriate notice of the Motion under the circumstances and that no other or further notice is required; that the legal and factual bases set forth in the Motion and at the Hearing established just cause for the relief granted in this Order; and any objections filed in response to the Motion have been withdrawn or overruled on the merits.<sup>2</sup> Accordingly, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. The Debtors, pursuant to sections 105(a) and 363(b), are authorized, but not directed, to take all actions necessary and appropriate to effectuate, implement, and close on the sale or transfer of De Minimis Assets, outside the ordinary course of business, subject to the following De Minimis Asset Transaction Procedures:

- a) With regard to the sale or transfer of De Minimis Assets in any individual transaction or series of related transactions to a single buyer or group of related buyers with a total transaction value that is less than or equal to \$25,000:<sup>3</sup>
  - i. The Debtors are authorized to consummate such transactions if the Debtors determine in their reasonable exercise of business judgment that such transactions are in the best interest of the estates, without further order of the Court, subject only to the United States Trustee receiving notice of the transactions;
  - ii. The Debtors are authorized to pay any reasonable and necessary fees and expenses incurred in connection with the transactions, including, without limitation, commission fees to agents, brokers, auctioneers, and liquidators;

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<sup>2</sup> All capitalized terms used but not otherwise defined in this Motion are intended to have the same meaning given to them in the Motion.

<sup>3</sup> For purposes of these De Minimis Asset Transaction Procedures, “total transaction value” is intended to refer to the total net proceeds received by the Debtors, or their good faith estimate of such proceeds, as applicable, on account of any De Minimis Asset Transaction, net of the reasonable and necessary fees and expenses (if any) incurred in connection with the sale or transfer of De Minimis Assets, including, without limitation, commission fees to agents, brokers, auctioneers, and liquidators.

- iii. Any such transactions shall be, without the need for any action by any party, final and fully authorized by the Court and free and clear of all Liens, with such Liens attaching only to the net proceeds of such transactions with the same validity, extent, and priority that existed immediately prior to the transaction; and
  - iv. Good faith purchasers of the De Minimis Assets shall be entitled to the protections of section 363(m) of the Bankruptcy Code.
- b) With regard to the sale or transfer of De Minimis Assets in any individual transaction or series of related transactions to a single buyer or group of related buyers with a total transaction value that is greater than \$25,000 but less than or equal to \$100,000:
- i. The Debtors are authorized to consummate such transactions, and pay any reasonable and necessary fees and expenses incurred in connection with the transactions, if the Debtors determine in their reasonable exercise of business judgment that such transactions are in the best interest of the estates, without further order of the Court, subject only to the noticing procedures set forth below;
  - ii. Prior to closing the transaction, the Debtors shall give written notice of the transaction ("Sale Notice") to (a) the United States Trustee, and (b) any known party that the Debtors reasonably believe could claim an interest in the De Minimis Asset proposed to be sold (collectively, the "Notice Parties").
  - iii. The contents of the Sale Notice shall: (a) identify the De Minimis Asset to be sold; (b) identify the Debtor(s) that directly own the De Minimis Asset; (c) identify the purchaser of the De Minimis Asset; (d) identify any known parties holding or asserting a lien over the De Minimis Asset; (e) disclose the purchase price and the material terms and conditions of the proposed sale or transfer; and (f) any commission or fee of any party assisting with the transaction.
  - iv. The Notice Parties will have seven calendar days from the date on which the Sale Notice is received to object to the transaction (the "Sale Objection Deadline"). Any objection must be in writing and filed with the Court, with a copy of the objection immediately served upon counsel to the Debtors: Crowe & Dunlevy, P.C., Attn: Vickie Driver (vickie.driver@crowedunlevy.com), Christina Stephenson (crissie.stephenson@crowedunlevy.com), and Christopher Staine (christopher.staine@crowedunlevy.com), 1919 McKinney Ave., Ste. 100, Dallas TX 75201.
  - v. If the terms of the proposed transaction are materially amended after the transmittal of the Sale Notice but prior to the Sale Objection Deadline, the Debtors will send a revised Sale Notice to the Notice Parties, after which the Notice Parties will have an additional three calendar days to object to the transaction.

- vi. If no written objection is timely filed by the applicable objection deadline, then the Debtors will be authorized to immediately consummate the transaction. If an objection is timely filed by the applicable objection deadline, then the Debtors will schedule a hearing with the Court, on shortened notice, if necessary, to seek Court approval of the transaction, subject to the Court's availability. In that event, the De Minimis Asset shall only be sold upon withdrawal of the timely filed written objection or further order of the Court.
  - vii. Any such transactions shall be, without the need for any action by any party, final and fully authorized by the Court and free and clear of all Liens, with such Liens attaching only to the net proceeds of such transactions with the same validity, extent, and priority that existed immediately prior to the transaction.
  - viii. Good faith purchasers of the De Minimis Assets shall be entitled to the protections of section 363(m) of the Bankruptcy Code.
3. The Debtors, pursuant to sections 105(a) and 554(a), are authorized, but not directed, to take all actions necessary and appropriate to abandon De Minimis Assets, outside the ordinary course of business, subject to the following De Minimis Asset Abandonment Procedures:
- a) With regard to those De Minimis Assets that the Debtors seek to abandon pursuant to section 554(a) of the Bankruptcy Code:
    - i. Prior to abandoning the De Minimis Asset, the Debtors shall give written notice of the proposed abandonment (the "Abandonment Notice") to the Notice Parties;
    - ii. The contents of the Abandonment Notice shall: (a) describe the De Minimis Asset to be abandoned in reasonable detail, including the projected book value of the De Minimis Asset to be abandoned, as reflected in the Debtors' books and records; (b) identify the Debtor(s) that directly own the De Minimis Asset; (c) identify any known parties holding or asserting a lien over the De Minimis Asset; and (d) the Debtors' reasons for the proposed abandonment;
    - iii. The Notice Parties will have seven calendar days from the date on which the Abandonment Notice is received to object to the transaction (the "Abandonment Objection Deadline"). Any objection must be in writing and filed with the Court, with a copy of the objection immediately served upon counsel to the Debtors: Crowe & Dunlevy, P.C., Attn: Vickie Driver (vickie.driver@crowedunlevy.com), Christina Stephenson (crissie.stephenson@crowedunlevy.com), and

Christopher Staine (christopher.staine@crowedunlevy.com), 1919 McKinney Ave., Ste. 100, Dallas TX 75201.

- iv. If no written objection is timely filed by the Abandonment Objection Deadline, then the Debtors will be authorized to immediately proceed with the proposed abandonment. If an objection is timely filed by the Abandonment Objection Deadline, then the Debtors will schedule a hearing with the Court, on shortened notice, if necessary, to seek Court approval of the proposed abandonment, subject to the Court's availability. In that event, the De Minimis Asset shall only be abandoned upon withdrawal of the timely filed written objection or further order of the Court.

4. The Debtors are authorized to pay those reasonable and necessary

5. No objection to the relief requested in the Motion combined with no timely objection to the sale or transfer of a De Minimis Asset in accordance with the terms of this Order shall be deemed "consent" to such use, sale, or transfer of the De Minimis Asset within the meaning of section 363(f)(2) of the Bankruptcy Code.

6. Pursuant to section 363(f) of the Bankruptcy Code, any sale or transfer of De Minimis Assets pursuant to the terms of this Order shall be, without any further action by an party, free and clear of all Liens. As of the effective date of the sale or transfer of a De Minimis Asset pursuant to the terms of this Order, all valid and enforceable Liens relating to the De Minimis Asset sold or transferred are deemed to be waived and released and shall attach solely to the net proceeds of such sale or transfer with the same validity, priority, force, and effect that existed immediately prior to the transaction, subject to any and all claims and defenses that the Debtors and their estates may possess with respect thereto.

7. Purchasers and transferees of De Minimis Assets that are sold pursuant to the terms of this Order are entitled to the protections afforded to good-faith purchasers under section 363(m) of the Bankruptcy Code.

8. Sales of De Minimis Assets pursuant to the terms of this Order shall be deemed arm's-length transactions entitled to the protections set forth under section 363(m) of the Bankruptcy Code.

9. Nothing contained in this Order shall constitute, nor is it intended to constitute (a) an admission as to the validity of any claim against the Debtors or Lien claimed over any De Minimis Asset; or (b) a waiver of the Debtors' rights to dispute any claim or Lien on any basis.

10. Nothing contained in this Order shall prejudice the rights of the Debtors to seek authorization for the use, sale, acquisition or transfer of any asset under 11 U.S.C. § 363.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to the Order.

12. Notice of the Motion provided by the Debtors is deemed to be good and sufficient notice of the Motion, and the requirements of the Bankruptcy Rules and Local Rules are satisfied by the contents of the Motion.

13. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

14. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

**### END OF ORDER ###**

PREPARED AND SUBMITTED BY:

**CROWE & DUNLEVY, PC**

By: /s/ Vickie L. Driver

Vickie L. Driver

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**COUNSEL FOR THE DEBTORS**



**Schedule 1**

**List of Debtors**

<b>#</b>	<b>Debtor Name</b>	<b>Case No.</b>	<b>EIN</b>
1	The LaSalle Group, Inc.	19-31484	0143
2	West Houston Memory Care, LLC	19-31485	2760
3	Cinco Ranch Memory Care, LLC	19-31486	2716
4	Pearland Memory Care, LLC	19-31488	5311
5	Riverstone Memory Care, LLC	19-31493	5407