

**IN THE 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-sgj11**
Debtors. §

**AGREED ORDER PURSUANT TO BANKRUPTCY RULE 4001(d)
GRANTING LSLH TRUST RELIEF FROM THE AUTOMATIC STAY**

[Relates to Docket No. 347]

On this day, the Court considered the *Motion Pursuant to Bankruptcy Rule 4001(d) for Agreed Order Granting LSLH Trust Relief From Automatic Stay to Pursue Available Default Rights and Remedies with Respect to the Assets and Properties of Riverstone Memory Care, LLC* [Docket No. 347] (“Motion”)² filed by debtors The LaSalle Group, Inc. and Riverstone Memory Care, LLC (“Riverstone,” and collectively the “Debtors”). The Court finds that: (i) it has

¹ The Debtors in these cases, with the last four digits of each Debtor's federal tax identification number, are: The LaSalle Group, Inc. (0143); West Houston Memory Care, LLC (2760); Cinco Ranch Memory Care, LLC (2716); Pearland Memory Care, LLC (5311); and Riverstone Memory Care, LLC (5407).

² Capitalized terms not otherwise defined in this Order shall have the meaning ascribed to such terms in the Motion.

jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) proper and adequate notice of the Motion has been given and no other or further notice is necessary; and that (iv) based upon the record herein and the representations and agreements of the parties, as reflected by the signature of counsel below, and after due deliberation and consideration thereof, good cause exists for the granting of the relief as set forth herein.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED
2. The automatic stay provisions of Section 362(a) of the Bankruptcy Code are hereby modified as to LSLH Trust, a Delaware statutory trust (“LSLH”), to permit it to pursue any and all available default rights and remedies it may have under its loan documents and applicable law with respect to the real and personal property assets of Riverstone, which rights and remedies include, but are not limited to, the posting for and conducting of a foreclosure sale to occur on October 1, 2019.
3. The Debtors shall cooperate with LSLH where possible to ensure a smooth transition of operations to LSLH as may be necessary to minimize disruption to the residents of Riverstone.
4. LSLH agrees that if and to the extent there is insufficient cash collateral available to pay the actual, ordinary and necessary operating expenses of Riverstone that are approved and described in the Riverstone budget attached to the *Final Order Authorizing Debtors’ Use of Cash Collateral and Providing Partial Adequate Protection* (the “Final Cash Collateral Order”) entered contemporaneously herewith, LSLH will pay, within 10 days after the date it forecloses on the Riverstone assets, and following reasonable opportunity for review, any such expenses

that remain unpaid after September 30, 2019, whether in the form of protective advances under its loan documents or otherwise. If and to the extent that LSLH determines in its sole and absolute discretion that exigent circumstances exist that warrant payment of any such expenses prior to the date of its foreclosure, then it shall be entitled to the protections under Sections 364(c)(1), (2) and (3) of the Bankruptcy Code as to any such payments made prior to foreclosure.

5. LSLH further agrees that if and to the extent there is insufficient cash collateral available to pay any administrative fees and expenses approved by this Court as to Riverstone for the Patient Care Ombudsman, Debtors' counsel, and/or the Debtors' chief restructuring officer in amounts up to but not in excess of the budgeted amounts approved and described in the Riverstone budget attached to the Final Cash Collateral Order, LSLH will pay, within 10 days after the date it forecloses on the Riverstone assets, and following reasonable opportunity for review, any such approved expenses that remain unpaid after September 30, 2019, whether in the form of protective advances under its loan documents or otherwise.

6. LSLH's agreement to pay the administrative expenses referenced in the preceding paragraphs 4 and 5 is expressly conditioned upon timely approval of the Motion and LSLH's timely posting on or before September 9, 2019, for an October 1, 2019, foreclosure sale.

7. The Debtors shall not incur any expense or make any disbursement in excess of the budgeted amounts approved and detailed in the Riverstone budget attached to the Final Cash Collateral Order without LSLH's prior written consent.

8. The fourteen-day stay provided by Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived allowing the terms of this Order to be immediately enforced and implemented.

9. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

END OF ORDER

AGREED:

/s/ George H. Barber

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