

EXHIBIT A
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.	§	(Jointly Administered)
	§	

ORDER APPROVING THE EMPLOYMENT
AND RETENTION OF WEAVER AND TIDWELL, L.L.P. AS EMPLOYEE BENEFIT
PLAN AUDITOR FOR DEBTOR THE LASALLE GROUP, INC.,
EFFECTIVE *NUNC PRO TUNC* TO SEPTEMBER 5, 2019

ON THIS DATE this Court considered the application (the "Application") of The LaSalle Group, Inc. ("LaSalle"), a debtor and debtor-in-possession in the above-captioned chapter 11 cases, for the entry of an order (the "Order") authorizing LaSalle to retain and employ Weaver and Tidwell, L.L.P. ("Weaver") as its employee benefit plan auditor, pursuant to sections 105(a),

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 to hereto as Schedule 1. The Debtors' mailing address is 1900 Enchanted Way, Ste. 200, Grapevine, TX 76051.

327(a), 330, 331, 1107, and 1108 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1, 2016-1, and 9013-1 of the Local Bankruptcy Rules for the Northern District of Texas (collectively, the “Local Rules”). Upon review of the Application and the Declaration of Aracely Rios (the “Rios Declaration”) and upon consideration of the statements made in support of the Application at a hearing held before the Court (the “Hearing”), the Court finds that it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); that the venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; that based on the representations made in the Application and in the Rios Declaration, Weaver’s employment is in the best interests of LaSalle’s estate and Weaver (a) is a “disinterested person” within the meaning of Section 101(14) of the Bankruptcy Code, and (b) Weaver does not represent or hold an interest adverse to LaSalle’s estate; that adequate and appropriate notice of the Application was provided under the circumstances and that no other or further notice is required; that the legal and factual bases set forth in the Application and at the Hearing established just cause for the relief granted in this Order; and any objections filed in response to the Application have been withdrawn or overruled on the merits. Accordingly, **IT IS HEREBY ORDERED THAT:**

1. The Application is **GRANTED** to the extent set forth herein.
2. LaSalle is authorized to retain and employ Weaver as its employee benefit plan auditor, pursuant to the terms and conditions set forth in the Engagement Agreement, effective *nunc pro tunc* to September 5, 2019.²

² All capitalized terms used but not otherwise defined in this Order are intended to have the same meaning given to them in the Application.

3. Weaver shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court.

4. LaSalle and Weaver are each authorized to take all actions necessary to effectuate the relief granted pursuant to the Order.

5. Notice of the Application provided by LaSalle is deemed to be good and sufficient notice of the Application, and the requirements of the Local Rules are satisfied by the contents of the Application.

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

7. 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, P.C.

By: /s/Christina W. Stephenson

Vickie L. Driver

State Bar No. 24026886

Christina W. Stephenson

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ATTORNEYS FOR THE DEBTORS

EXHIBIT A-1
Engagement Agreement



Austin | Conroe | Dallas | Fort Worth | Houston
Los Angeles | Midland | New York City | San Antonio

August 30, 2019

Karen G. Nicolauo
Managing Director
Harvey Partners

Dear Ms. Nicolauo:

You have requested that we audit the financial statements of The LaSalle Group, Inc. 401(k) Plan (the Plan), which comprise the statement of net assets available for benefits as of December 31, 2018 and the related statement of changes in net assets available for benefits for the year then ended, and the related notes to the financial statements.

You have also requested that we report on whether the supplementary information, listed below, required by the Department of Labor's (DOL) Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 (ERISA) are fairly stated, in all material respects, in relation to the financial statements as a whole, all of which are to be included in the Form 5500 filed with the DOL.

The following supplementary information will accompany the financial statements, as applicable:

1. Assets (Held at End of Year) and Assets (Acquired and Disposed of Within Year)
2. Loans or Fixed Income Obligations in Default or Classified as Uncollectible
3. Leases in Default or Classified as Uncollectible
4. Reportable Transactions
5. Nonexempt Transactions
6. Delinquent Participant Contributions

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) except that, as permitted by Regulation 2520.103-8 of the DOL's Rules and Regulations for Reporting and Disclosure under ERISA and as instructed by you, we will not perform any auditing procedures with respect to information prepared and certified to by Fidelity Management Trust Company, the Plan Trustee, other than comparing the information with the related information included in the financial statements and supplementary information. Under ERISA, the Plan administrator is generally responsible to the Plan participants for the financial information and the ability of the certifying entity to issue such ERISA certification. Because of the significance of the information that we will not audit, we will not express an opinion on the financial statements as a whole. We also will not express an opinion on the supplementary information as a whole. The form and content of the information included in the financial statements and supplementary information, other than that derived from the information certified to by the Trustee, will be audited by us in accordance with U.S. GAAS and will be subjected to tests of your accounting records and other procedures we consider necessary to enable us to express an opinion as to whether they are presented in compliance with the DOL's Rules and Regulations for Reporting and Disclosure under ERISA.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

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Auditor Responsibilities

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of Plan management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of Plan management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as an auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the Plan's preparation and fair presentation of the financial statements and supplementary information in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

As a part of our audit, we will perform certain procedures, as required by U.S. GAAS, directed at considering the Plan's compliance with applicable Internal Revenue Code (IRC) requirements for tax-exempt status. As we conduct our audit, we will be aware of the possibility that events affecting the Plan's tax status may have occurred. Similarly, we will be aware of the possibility that events affecting the Plan's compliance with the requirements of ERISA may have occurred. We will inform you of any instances of tax or ERISA noncompliance that come to our attention during the course of our audit. You should recognize, however, that our audit is not designed to nor is it intended to determine the Plan's overall compliance with applicable provisions of the IRC or ERISA.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service provider.

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Management Responsibilities

Our audit will be conducted on the basis that Plan management and those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) which includes the determination of the fair value of investments;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error;
- c. For the supplementary information and that they were derived from, and relate directly to, the underlying accounting and other records used to prepare the financial statements;
- d. For identifying and determining that the Plan complies with the laws and regulations applicable to its activities;
- e. To provide us with:
 - i. Access to all information of which Plan management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from Plan management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the Plan from whom we determine it necessary to obtain audit evidence;
- f. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the Plan's auditor;
- g. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
- h. With respect to any nonattest services we may perform, including the preparation of the financial statements and related journal entries, Form 5500 or other related tax returns, for (a) making all management decisions and performing all management functions; (b) assigning an individual with suitable skills, knowledge, and experience, preferably within senior management, to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

As part of our audit process, we will request from Plan management and those charged with governance, written confirmation concerning representations made to us in connection with the audit of the financial statements and to report on the supplementary information.

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Plan management is responsible for informing us about related party transactions, including transactions with parties in interest, as defined in Section 3(14) of ERISA and the regulations thereunder.

During the course of our engagement, we will request information and explanations from Plan management regarding the Plan's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The Plan agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter.

The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures.

Reporting

We will issue a written report upon completion of our audit of the Plan's financial statements. Our report will be addressed to the plan administrator of the Plan. We cannot provide assurance that a limited-scope opinion as permitted by Regulation 2520.103-8 of the DOL's Rules and Regulations for Reporting and Disclosure under ERISA will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Engagement Fees

Our fee for our audit will be \$15,000. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

Our engagement fees do not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our engagement fees do not include consulting on the adoption of new accounting standards and any increased duties because of any future regulatory body, auditing standard or an unknown or unplanned significant transaction. We will consult with you in the event any of these take place that may affect our fees.

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Other

You have not engaged us to prepare or review the Plan's Form 5500 filing with the DOL. Because the audited financial statements are required to be filed with the Form 5500, professional standards require that we read the Form 5500 prior to its filing. The purpose of this procedure is to consider whether information or the manner of its presentation in the Form 5500 is materially inconsistent with the information or the manner of its presentation appearing in the financial statements. These procedures are not sufficient nor are they intended to determine that the Form 5500 is completely and accurately prepared. In the event that our report is issued prior to our having read the Form 5500, you agree not to attach our report to the financial statements included with the Form 5500 filing until we have read the completed Form 5500.

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of such conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

The hiring of or potential employment discussions with any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Both of us agree that any dispute between you and Weaver and Tidwell, L.L.P., arising from the engagement, this agreement, or the breach of it, may, if negotiations and other discussions fail, be first submitted to mediation in accordance with the provisions of the Commercial Mediation Rules of the American Arbitration Association (AAA) then in effect. Both of us agree to conduct any mediation in good faith and make reasonable efforts to resolve any dispute by mediation. We agree to conduct the mediation in Dallas or another mutually agreed upon location. The prevailing party in any litigation shall be entitled to recover from the other party court costs and reasonable attorneys' and expert witness fees incurred in the litigation in addition to any other relief that may be awarded.

If any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed and the remaining terms of the engagement letter shall remain in force. Both of us agree that the Court should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible. If a dispute arising from the engagement or from this agreement or any term of it or any alleged breach of it is submitted to a Court for interpretation or adjudication, both of us irrevocably waive right to trial by jury and agree that the provisions of this engagement letter regarding damages, attorneys' fees, and expenses shall be applied and enforced by the Court.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

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During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Ms. Aracely Rios is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit procedures in September, 2019, and issue our report no later than October 15, 2019.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

The audit documentation for this engagement is the property of Weaver and Tidwell, L.L.P. and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators or other outside parties pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Weaver and Tidwell, L.L.P.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators or other outside parties. The regulators or other outside parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of The LaSalle Group, Inc. 401(k) Plan by:

Signature: _____

Title: _____

Date: _____