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Jeremy R. Johnson (Admitted *Pro Hac Vice*)
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COUNSEL TO THE DEBTORS AND
DEBTORS IN POSSESSION

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

In re:

Northwest Senior Housing Corporation, *et al.*,¹

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

Northwest Senior Housing Corporation,

Plaintiff,

v.

Intercity Investment Properties, Inc., and Kong
Capital, LLC,

Defendants.

Adv. No. 22-03040 (MVL)

**NOTICE OF FILING EXPERT DISCLOSURES PURSUANT TO
RULE 26(a)(2) OF THE FEDERAL RULES OF CIVIL PROCEDURE**

PLEASE TAKE NOTICE that on August 31, 2022, the debtors and debtors-in-possession (the “**Debtors**”) filed the *Debtors’ Notice of Intent to Retain Experts* [Docket No. 597] (the “**Expert Notice**”) in the above-captioned cases (the “**Chapter 11 Cases**”) under seal pursuant to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.



the Court's August 24, 2022, ruling [Dkt. No. 569], which granted, in part, the *Debtors' Motion for Entry of an Order Authorizing the Debtors' Retention of Experts* [Docket No. 538]. *See* Docket No. 595.

PLEASE TAKE FURTHER NOTICE that pursuant to the Court's Order, dated August 29, 2022, the sealing of the Notice was set to lift on September 12, 2022.

PLEASE TAKE FURTHER NOTICE that Debtor Northwest Senior Housing Corporation, as plaintiff in the above-captioned adversary proceeding (the "**Adversary**"), hereby files this notice with a true and correct copy of the as-filed Expert Notice attached hereto as Exhibit A in compliance with the Court's ruling on September 12, 2022. *See* Docket No. 621.

PLEASE TAKE FURTHER NOTICE that this filing shall serve as Plaintiff's disclosures of its expert witness designations in connection with the Adversary pursuant to Rule 26(a)(2) of the Federal Rules of Civil Procedure and in accordance with the Court's September 12, 2022, ruling with respect to the Plaintiff's request to extend such disclosure deadline.

[Signature on following page]

Dated: September 13, 2022
Dallas, Texas

POLSINELLI PC

/s/ Trinitee G. Green

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2950 N. Harwood, Suite 2100
Dallas, Texas 75201
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– and –

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– and –

Jerry L. Switzer, Jr. (Admitted *Pro Hac Vice*)
150 N. Riverside Plaza, Suite 3000
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Facsimile: (312) 819-1910
jswitzer@polsinelli.com

– and –

Thomas Kokoruda (Admitted *Pro Hac Vice*)
Andrew J. Ennis (Admitted *Pro Hac Vice*)
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Facsimile: (816) 753-1536
tkokoruda@polsinelli.com
aennis@polsinelli.com

COUNSEL TO THE DEBTORS
AND DEBTORS IN POSSESSION

Exhibit A

Trinitee G. Green (SBN 24081320)
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COUNSEL TO THE DEBTORS AND
DEBTORS IN POSSESSION

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

In re:

Northwest Senior Housing Corporation, *et al.*,¹

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

DEBTORS' NOTICE OF INTENT TO RETAIN EXPERTS

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (the “**Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”) intend to retain certain experts to provide consulting, and potentially testifying, services in connection with the adversary proceeding commenced against Intercity Investment Properties, Inc. and Kong Capital LLC (collectively, the “**Defendants**”), Adv. No. 22-03040 (the “**Adversary**”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

PLEASE TAKE FURTHER NOTICE that this Notice is being filed in compliance with the Court’s August 24, 2022 order [Dkt. No. 569], which granted, in part, the *Debtors’ Motion for Entry of an Order Authorizing the Debtors’ Retention of Experts* [Docket No. 538].

PLEASE TAKE FURTHER NOTICE that the Debtors intend to engage and retain GlassRatner Advisory & Capital Group, LLC (“**GlassRatner**”) dba B. Riley Advisory Services (“**B. Riley**”) for their expert consulting and/or testifying services to be provided in connection with the Adversary. Attached hereto as Exhibit A is a true and correct copy of the engagement agreement (the “**Engagement Letter**”) between B. Riley and the Debtors and their counsel, which describes B. Riley’s role and the services to be provided, as well as providing the other material terms of their engagement. Attached hereto as Exhibit B is a declaration of disinterestedness in further support of B. Riley’s retention.

PLEASE TAKE FURTHER NOTICE that the Debtors have previously retained FTI Consulting, Inc. (“**FTI**”), pursuant to this Court’s *Order Authorizing Retention and Employment of FTI Consulting, Inc. as Financial Advisor to the Debtors Effective as of the Petition Date* [Dkt. No. 227] (the “**FTI Retention Order**”) to serve as their financial advisor in the Chapter 11 Cases. Based on FTI’s extensive experience and expertise in the senior living industry, and in particular with regulated continuing care retirement communities (CCRCs), the Debtors desire to engage FTI as a consulting expert who will likely provide testimony and other evidence in support of the prosecution of the Adversary. The Debtors propose to offer Mr. Shandler’s expert testimony to address industry standards and discrete related topics including, without limitation, the regulated CCRC entrance fee model and how certain enforcement provisions in the Ground Lease at issue in the Adversary are inconsistent with the regulated CCRC model. The material terms of FTI’s

retention, which are set forth more fully in the engagement agreement attached hereto as Exhibit C, that has been previously approved by the FTI Retention Order.

Dated: August 31, 2022
Dallas, Texas

POLSINELLI PC

/s/ Trinitee G. Green

Trinitee G. Green (SBN 24081320)
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Dallas, Texas 75201
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bdolphin@polsinelli.com

COUNSEL TO THE DEBTORS
AND DEBTORS IN POSSESSION

Exhibit A



4400 Post Oak Parkway
Houston, Texas 77027
Tel: (713) 226-4705
www.brileyfin.com

August 15, 2022

Jerry L. Switzer, Jr.
Polsinelli PC
150 N. Riverside Plaza, Suite 3000
Chicago, Illinois 60606

Re: Northwest Senior Housing Corporation, d/b/a Edgemere ("Edgemere") v. Intercity Investment Properties, Inc. ("Intercity") and Kong Capital, LLC ("Kong"), in the United States Bankruptcy Court for the Northern District of Texas, Adv. No. 22-30660 (the "Matter")

Dear Mr. Switzer:

This engagement letter agreement (this "Agreement") confirms our understanding that Polsinelli PC ("you" or the "Firm") is engaging GlassRatner Advisory & Capital Group, LLC dba B. Riley Advisory Services ("we," "us," "our" or "B. Riley") as litigation support consultants with the potential to be named as an expert witness related to the above Matter at your request. Our retention is related to the Firm's representation of Edgemere ("Client") in the above-styled adversary proceeding. The parties agree that, notwithstanding the date on which all parties execute the Agreement, the effective date is August 9, 2022 (the "Effective Date").

It is our understanding that you are authorized to retain us on behalf of the Client. K. Scott Van Meter will have overall engagement planning responsibilities and will lead our day-to-day activities and report directly to you. Although Mr. Van Meter will lead the firm's activities, he will be assisted by other professionals as needed.

It is also our understanding that you have filed or will file a motion seeking approval for the Client to retain consulting experts without the requirement for such experts, which will include B. Riley, to file separate retention and fee applications and, for the avoidance of doubt, entry of an order that authorizes the Debtors' estates to pay and be solely responsible for fees and expenses incurred by B. Riley on behalf of the Client. For the avoidance of doubt, this Agreement shall not be binding on Client unless and until the Bankruptcy Court for the Northern District of Texas approves the retention of consulting experts, including B. Riley.

Scope of Services

We understand that we are being retained to provide litigation services related to the Matter. Although matters such as this are dynamic, and the services provided by B. Riley may change as the Firm or the Client provide additional information, it is our understanding that the current Scope of Services may include the following:



- Prepare an analysis of economic damages sustained by Edgemere as a result of Intercity's and Kong's conduct as described in the complaint filed in the Matter;
- Prepare an expert witness report containing our opinions on damages;
- Review and analyze opinions on economic damages provided by expert witnesses retained by other parties in the Matter;
- Provide rebuttal opinions as appropriate;
- Provide deposition and trial testimony as required;
- Assist with the preparation of discovery requests, and
- Such other assistance you may reasonably request.

Our analyses will be based on documents produced to B. Riley and our independent research. We assume that the financial and other information provided to us fully and correctly reflects the financial condition and operating results of the entities providing such information.

Compensation

We bill our professional time beginning on the Effective Date, according to the number of hours worked at our standard hourly billing rates plus out-of-pocket costs incurred. Our firm's current standard hourly rates for the persons who may work on this engagement range from \$150 to \$750 per hour. Our hourly rates for the individuals we anticipate using on this project are as follows:

K. Scott Van Meter, Managing Director	\$695
Senior Managing Directors and Directors.....	\$500-750
Directors	\$325-495
Staff	\$150-395

B. Riley reviews its hourly rates each January 1, and the Client should anticipate an annual rate increase on January 1. We will bill one-half of incurred travel time. We will submit our billings either monthly or at logical points during the engagement, and payment is due when the invoice is received. We reserve the right to defer rendering further services until we receive past due amounts. We also reserve the right to be paid in full prior to any testimony for all time and expenses including estimated time and expenses through testimony. Our fees are not contingent on the outcome of the Matter. B. Riley, the Firm, and the Client all understand that while members of the Firm will likely direct B. Riley to perform the above-described services (or additional services related to the Matter) on behalf of the Client, it is the Client who is solely responsible for all charges, including fees and expenses, retainer or otherwise, incurred under this Agreement. Nonetheless, B. Riley is not required to seek the Client's approval to perform services related to the Matter if such services are requested by the Firm.

Retainer

In accordance with B. Riley's standard policy, we will require a retainer of \$200,000, which shall be due upon the execution of this Agreement and, to the extent actually received by B. Riley, will be applied to our final billing for the Matter ("Retainer"). It is our intention to work closely with the Firm to structure our work so that the Firm is aware of the scope and direction of our work as it



progresses, and it is the Firm's responsibility to inform the Client, as the Firm deems necessary, of any changes to the scope or direction. Should the time demand increase, we may require an addition to our Retainer.

Limitations

B. Riley is not a public accounting firm. While our work may involve analysis of accounting records, the engagement does not include an audit or review of existing records in accordance with generally accepted auditing standards or standards for review engagements. Accordingly, we will not be expressing an audit opinion on any of the financial or other data received in this engagement. B. Riley is not a law firm and will not provide legal or tax advice on any transaction or financing in conjunction with this assignment.

The working papers and other materials created by us during this engagement are our property. At the completion of our engagement, all of the Firm's documents and the Client's documents will be returned to the Firm at the Firm's request. Unless we are notified otherwise, or unless the Firm request the files to be returned to the Firm, we will work on the assumption that all documents in our possession may be destroyed one year from the completion of the Matter, or the passage of one year without our actively participating in the Matter. The Firm, for itself and on behalf of the Client acknowledges that all advice (written or oral) given by B. Riley to the Firm and the Client is intended solely for the benefit and use of the Firm on behalf of the Client. No advice (written or oral) of B. Riley hereunder shall be used, reproduced, disseminated, quoted or referred to at any time, in any manner, or for any purpose, nor shall any public references to B. Riley be made by the Firm or the Client, without the prior written consent of B. Riley.

Please note that it is not our practice to retain working papers, notes, or data files that have been updated or superseded. If you wish us to follow a different retention practice, please indicate your specific request(s) in writing when returning a copy of this Agreement.

Indemnification and Limitation of Liability

The Client agrees to indemnify and hold harmless B. Riley and any employees or affiliated persons or entities of B. Riley and their respective directors, officers, members, managers, employees, and agents ("Indemnified Parties") from and against all claims, liabilities, losses and damages (collectively, "Losses") arising out of or related to this engagement and/or the services performed hereunder, except to the extent such Loss is finally judicially determined or determined pursuant to a final, binding decision of an arbitrator in accordance with the dispute resolution provisions of this Agreement to have resulted primarily from the gross negligence or willful misconduct of B. Riley. Further, the Client agrees to promptly reimburse B. Riley for any legal fees or other expenses reasonably incurred by B. Riley in connection with such claims as they are incurred. THE CLIENT ALSO AGREES THAT NO INDEMNIFIED PARTY SHALL HAVE ANY LIABILITY (WHETHER DIRECT OR INDIRECT, IN CONTRACT OR TORT OR OTHERWISE) TO THE CLIENT FOR OR IN CONNECTION WITH THE ENGAGEMENT OF B. RILEY, IN EXCESS OF THE FEES PAID TO B. RILEY HEREUNDER, INCLUDING ANY REASONABLE ATTORNEYS' FEES AND COURT COSTS, EXCEPT TO THE EXTENT THAT ANY SUCH



LIABILITY FOR LOSSES, CLAIMS, DAMAGES, LIABILITIES OR EXPENSES FINALLY JUDICIALLY DETERMINED OR DETERMINED PURSUANT TO A FINAL, BINDING DECISION OF AN ARBITRATOR IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISIONS OF THIS AGREEMENT TO HAVE RESULTED PRIMARILY FROM SUCH INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. The Client further agrees that they will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceedings) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding. The provisions of this paragraph shall survive the completion of the engagement and/or the expiration or termination of this engagement or this Agreement.

Termination

This Agreement may be terminated immediately by B. Riley or the Firm, each in their sole discretion, for any reason whatsoever and without prior notice. Upon termination of this Agreement, B. Riley shall be entitled to all fees and expenses incurred pursuant to this Agreement prior to notice of termination and shall be entitled to the remaining unpaid balance of any fee, subject to any dispute concerning the fees due, and subject to the dispute provision included in this Agreement. The termination of this Agreement shall not relieve the Firm, the Client or B. Riley from the provisions of this Agreement relating to indemnification, limitation of liability, settlement, the provisions relating to the payment of the fees, costs and expenses payable hereunder whether or not accrued prior thereto, confidentiality, the status of B. Riley as an independent contractor, the limitation on the use, reliance on and disclosure of B. Riley's advice, limitation to whom B. Riley shall owe any duties, governing law and dispute resolution.

Confidentiality

B. Riley agrees not to disclose or permit the disclosure of any of the terms of this Agreement or any information relating to the project to be performed hereunder, provided that such disclosure may be made (a) to any person who is an officer, director, member, manager, or employee of B. Riley or its affiliates or advisors ("Representatives") solely for their use in the performance of the services hereunder and on a need-to-know basis, (b) with the prior written consent of the Client, or (c) pursuant to a subpoena or order issued by a court, arbitrator or governmental body, agency or official. In the event that B. Riley shall receive a request to disclose any of the terms of this Agreement under a subpoena or order, B. Riley shall, to the extent legally permissible, (i) promptly notify the Client, (ii) consult with the Client on the advisability of taking steps to resist or narrow such request and (iii) if disclosure is required or deemed advisable, cooperate with the Client, at the Client's sole cost and expense, in any attempt it may make to obtain an order or other assurance that confidential treatment will be accorded those terms of this Agreement that are disclosed. The confidentiality restrictions contained herein shall continue for a period of two (2) years from the date hereof and shall not apply to information that: (i) at the time of disclosure by the Client or the Firm to B. Riley or its Representatives is, or thereafter becomes, generally



available to the public, other than as a direct result of a breach by B. Riley of its obligations under this Agreement; (ii) prior to or at the time of disclosure by the Client or the Firm to B. Riley or its Representatives, was already in the possession of B. Riley or any of its Representatives; (iii) at the time of disclosure is, or thereafter becomes, available to B. Riley or its Representatives from a third-party source, provided that, to B. Riley's knowledge, such third party is not and was not prohibited from disclosing such Confidential Information to B. Riley; or (iv) is or was independently developed by B. Riley or its Representatives, but not using or referencing the confidential information provided to B. Riley by the Client or the Firm.

Integration; Severability

This Agreement contains the entire agreement and understanding between B. Riley, the Firm, and/or the Client concerning the Matter. This Agreement supersedes and replaces all prior negotiations, estimates, proposed agreements, and/or agreements (oral and written) concerning B. Riley's services for the Client in conjunction with the Matter. If any portion of this Agreement shall be held or made unenforceable or invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect, and, to the fullest extent, the provisions of this Agreement shall be severable.

Governing Law; Dispute Resolution

The parties agree that any disputes arising out of this Agreement shall be submitted to final, binding arbitration conducted in New York, New York under the Expedited Arbitration Procedures and Rules of the Judicial Arbitration and Mediation Services Inc. ("JAMS") before a single, neutral arbitrator who shall follow New York law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in New York, New York including an award of costs, fees and expenses incurred in enforcing the award. The parties shall keep confidential, and not disclose the fact that there is a dispute between the parties, the details of the dispute, the fact of the arbitration and all details relating to the proceeding. Notwithstanding the foregoing, either party shall be entitled to seek injunctive relief in the state or federal courts of the State of New York upon a showing that a material portion of this Agreement was violated, and emergency relief is necessary to avoid irreparable harm. The prevailing party in any dispute arising hereunder shall be entitled to recover from the other all fees and costs incurred, including legal fees and costs and the costs of experts, in any proceedings, including, but not limited to arbitration, litigation, bankruptcy, and in any appellate proceedings as well.

Contact Information

All correspondence should be directed to:



K. Scott Van Meter
B. Riley Advisory Services
4400 Post Oak Parkway, Suite 1400
Houston, Texas 77027
Phone: (713) 226-4705
Email: svanmeter@brileyfin.com

Conclusion

If the arrangements described in this Agreement are acceptable to the Firm and the Client, and the services summarized above are in accordance with the understanding of the Firm and the Client, please sign and return a copy of this Agreement, along with the Retainer. This Agreement shall be enforceable solely against the Client so long as the Firm and/or the Client sign below. This Agreement may be executed in counterparts. Signatures sent by fax or as pdf shall be treated as originals.

[Signature Page Follows]

B | RILEY *Advisory Services*

We look forward to working with you on this Matter.

Yours very truly,


GlassRatner Advisory & Capital Group, LLC
d/b/a B. Riley Advisory Services

K. Scott Van Meter
Managing Director

The services described in this Agreement are in accordance with our requirements and are acceptable to our Firm and the Client.

Approved as to Form:

Polsinelli PC




Name: Jerry L. Switzer
Title: Partner




Date

Accepted and Agreed, Including Sole Liability for
Fees and Costs Incurred Pursuant to this Agreement:

Northwest Senior Housing Corporation



Name: Jesse Jantzen
Title: Chief Executive Officer



Date



We look forward to working with you on this Matter.

Yours very truly,

GlassRatner Advisory & Capital Group, LLC
d/b/a B. Riley Advisory Services

Scott Van Meter

K. Scott Van Meter
Managing Director

The services described in this Agreement are in accordance with our requirements and are acceptable to our Firm and the Client.

Approved as to Form:

Polsinelli PC

Name: Jerry L. Switzer
Title: Partner

Date

Accepted and Agreed, Including Sole Liability for
Fees and Costs Incurred Pursuant to this Agreement:

Northwest Senior Housing Corporation

Name: Jesse Jantzen
Title: Chief Executive Officer

Date

Exhibit B

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

In re:

Northwest Senior Housing Corporation, *et al.*,¹

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**DECLARATION OF K. SCOTT VAN METER IN SUPPORT OF THE
APPLICATION OF DEBTORS FOR AUTHORITY TO EMPLOY AND
RETAIN GLASSRATNER ADVISORY & CAPITAL GROUP, LLC DBA
B. RILEY ADVISORY SERVICES TO PROVIDE EXPERT SERVICES
EFFECTIVE AS OF JULY 31, 2022**

Pursuant to 28 U.S.C. § 1764, I, K. Scott Van Meter, declare as follows:

1. I am a managing director with GlassRatner Advisory & Capital Group, LLC (“**GlassRatner**”) dba B. Riley Advisory Services (“**B. Riley**”), an expert consulting firm. B. Riley is a direct, wholly owned subsidiary of B. Riley Financial, Inc. (NASDAQ: RILY). I am duly authorized to execute this declaration (the “**Declaration**”) in support of the *Debtors’ Motion for Entry of an Order Authorizing the Debtors’ Retention of Experts* [Docket No. 538] (the “**Expert Motion**”) filed by the debtors and debtors in possession (collectively, the “**Debtors**”) in the above captioned cases (the “**Chapter 11 Cases**”). In compliance with the Court’s order [Docket No. 569] with respect to the Expert Motion, I submit this declaration of disinterestedness. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

2. The Debtors and B. Riley have agreed, subject to the Court's approval, to the terms and conditions set forth in the engagement letter (the "**Engagement Letter**") attached hereto as Exhibit 1.

3. To the extent B. Riley discovers additional facts bearing upon the matters described herein during the retention, B. Riley will supplement the information contained in this Declaration.

QUALIFICATIONS

4. B. Riley is a national specialty financial advisory services firm, with particular experience in the areas of forensic and investigative accounting, litigation support, economic damages, fraud, due diligence, bankruptcy and restructuring, and mergers and acquisitions. B. Riley personnel regularly provide expert reports and testimony in complex business disputes that are the subject of litigation or arbitration, before domestic and international arbitration tribunals and in state and federal courts, including the bankruptcy courts.

SERVICES TO BE RENDERED

5. As reflected in the Engagement Letter, the Debtors desire to obtain B. Riley's expert consulting services in connection with the adversary proceeding (the "**Adversary**") pending against Intercity Investment Properties, Inc. and Kong Capital LLC (collectively, the "**Defendants**") in these Chapter 11 Cases. The litigation services to be provided by B. Riley are set forth in greater detail within the Engagement Letter and in summary include the following:

- a) Prepare an analysis of economic damages sustained by Edgemere as a result of Defendants' conduct as described in the complaint filed in the Adversary;
- b) Prepare an expert witness report containing our opinions on damages;
- c) Review and analyze opinions on economic damages provided by expert witnesses retained by other parties in the Adversary;
- d) Provide rebuttal opinions as appropriate;

- e) Provide deposition and trial testimony as required;
- f) Assist with the preparation of discovery requests; and
- g) Such other assistance you may reasonably request.

COMPENSATION

6. Pursuant to the Engagement Letter, the Debtors shall pay B. Riley according to the number of hours worked at B. Riley’s standard hourly rates, ranging from \$150.00 to \$695.00 as follows:

Professional	Hourly Rate
K. Scott Van Meter, Managing Director	\$695
Senior Managing Directors and Directors	\$500-\$750
Directors	\$325-\$495
Staff	\$150-\$395

7. Additionally, in accordance with B. Riley’s standard policy, B. Riley requires a retainer of \$200,000 that will be applied to B. Riley’s final bill for the services rendered in connection with the Adversary and pursuant to the Engagement Letter.

DISINTERESTEDNESS

8. B. Riley is aware that the Debtors have numerous creditors, stakeholders, and other parties with whom they maintain business relationships. Accordingly, B. Riley obtained from the Debtors the names of the Debtors’ directors and officers, prepetition and postpetition lenders, secured creditors, certain unsecured creditors, five percent (5%) or greater shareholders, significant contract parties, and professionals, and other individuals and entities which may be parties in interest in these Chapter 11 Cases (collectively, the “**Potential Parties in Interest**”), a list of which is attached hereto as Exhibit 2. B. Riley maintains a database that tracks clients and contractual relationships as well as allows B. Riley to search previous and ongoing projects to

evaluate potential conflicts. I caused B. Riley to review and analyze the data to determine whether B. Riley has any connection with the Potential Parties in Interest.

9. B. Riley has performed in the past, and may perform in the future, consulting services for those parties in interest in these Chapter 11 Cases as set forth on Exhibit 3. We do not believe B. Riley's prior engagements for such parties cause a conflict for B. Riley in this matter.

10. Prior to the filing of the Chapter 11 Cases, a separate subsidiary of B. Riley Financial, Great American Group Advisory & Valuation Services, L.L.C. ("**Great American**"), prepared a draft valuation report, dated July 7, 2021, with respect to the land underlying the continuing care retirement community located at 8502 Edgemere Road, Dallas, Texas 75225. While there is common ownership, there is no overlap in personnel between GlassRatner and Great American, and the two companies maintain independent computer information systems. Accordingly, we do not believe that Great American's prior engagement overlaps with the litigation services to be rendered by B. Riley pursuant to the Engagement Letter or causes a conflict of interest with respect thereto.

11. In addition, B. Riley has in the past, may currently, and may in the future be working with or against other professionals involved in these Chapter 11 Cases in matters unrelated to the Debtors and the Chapter 11 Cases. These professionals are listed separately on Exhibit 3. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which B. Riley is to be employed, and none are in connection with these Chapter 11 Cases.

12. Other than as set forth herein and on Exhibit 3, I have determined that B. Riley has not provided services to any Potential Party in Interest related to the Debtors or these Chapter 11 Cases.

13. To the best of my knowledge, and in view of the foregoing, B. Riley and its professionals are disinterested persons who do not hold or represent an interest adverse to the estates and, except as set forth above, do not have any connection either with the Debtors, their creditors, or any other party in interest in these Chapter 11 Cases or with their respective professionals or accountants, with the judges of this Court, or with the United States Trustee or any person employed in the Office of the United States Trustee.

14. B. Riley makes the following additional disclosures with respect to B. Riley's disinterestedness. References to B. Riley include all members expected to render services in these Chapter 11 Cases:

- a) B. Riley is not a creditor, equity security holder, or insider of the Debtors;
- b) B. Riley is not and was not within two (2) years before the date of the filing of the petition, directors, officers, or employees of the Debtors; and
- c) B. Riley does not have interests materially adverse to the interests of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

15. By reason of the foregoing, I believe B. Riley is disinterested.

16. Although B. Riley is unaware of any other connections at the present time, it is possible that B. Riley may have provided services for certain other creditors or other parties in interest in these Chapter 11 Cases in matters unrelated to the Debtors or the Chapter 11 Cases. If I am provided any updates to the Parties in Interest list and become aware of any connections not already described herein, I will supplement this Declaration to disclose those facts.

17. If a new parties in interest list is provided to B. Riley, B. Riley will conduct further review of its client relationship management software to ensure that no conflicts or other

disqualifying circumstances exist or arise. In connection with such review, if any new material facts or relationships are discovered or arise, B. Riley will supplement its disclosure to this Court.

18. I am generally familiar with the Bankruptcy Code and the Bankruptcy Rules, and B. Riley will comply with them, subject to the Orders of this Court.

19. This Declaration is being provided pursuant to Bankruptcy Code sections 327 and 328, and Bankruptcy Rule 2014.

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

Dated: August 31, 2022
Houston, Texas



K. Scott Van Meter
Managing Director
GlassRatner Advisory & Capital Group, LLC
dba B. Riley Advisory Services

Exhibit 1



4400 Post Oak Parkway
Houston, Texas 77027
Tel: (713) 226-4705
www.brileyfin.com

August 15, 2022

Jerry L. Switzer, Jr.
Polsinelli PC
150 N. Riverside Plaza, Suite 3000
Chicago, Illinois 60606

Re: Northwest Senior Housing Corporation, d/b/a Edgemere ("Edgemere") v. Intercity Investment Properties, Inc. ("Intercity") and Kong Capital, LLC ("Kong"), in the United States Bankruptcy Court for the Northern District of Texas, Adv. No. 22-30660 (the "Matter")

Dear Mr. Switzer:

This engagement letter agreement (this "Agreement") confirms our understanding that Polsinelli PC ("you" or the "Firm") is engaging GlassRatner Advisory & Capital Group, LLC dba B. Riley Advisory Services ("we," "us," "our" or "B. Riley") as litigation support consultants with the potential to be named as an expert witness related to the above Matter at your request. Our retention is related to the Firm's representation of Edgemere ("Client") in the above-styled adversary proceeding. The parties agree that, notwithstanding the date on which all parties execute the Agreement, the effective date is August 9, 2022 (the "Effective Date").

It is our understanding that you are authorized to retain us on behalf of the Client. K. Scott Van Meter will have overall engagement planning responsibilities and will lead our day-to-day activities and report directly to you. Although Mr. Van Meter will lead the firm's activities, he will be assisted by other professionals as needed.

It is also our understanding that you have filed or will file a motion seeking approval for the Client to retain consulting experts without the requirement for such experts, which will include B. Riley, to file separate retention and fee applications and, for the avoidance of doubt, entry of an order that authorizes the Debtors' estates to pay and be solely responsible for fees and expenses incurred by B. Riley on behalf of the Client. For the avoidance of doubt, this Agreement shall not be binding on Client unless and until the Bankruptcy Court for the Northern District of Texas approves the retention of consulting experts, including B. Riley.

Scope of Services

We understand that we are being retained to provide litigation services related to the Matter. Although matters such as this are dynamic, and the services provided by B. Riley may change as the Firm or the Client provide additional information, it is our understanding that the current Scope of Services may include the following:



- Prepare an analysis of economic damages sustained by Edgemere as a result of Intercity's and Kong's conduct as described in the complaint filed in the Matter;
- Prepare an expert witness report containing our opinions on damages;
- Review and analyze opinions on economic damages provided by expert witnesses retained by other parties in the Matter;
- Provide rebuttal opinions as appropriate;
- Provide deposition and trial testimony as required;
- Assist with the preparation of discovery requests, and
- Such other assistance you may reasonably request.

Our analyses will be based on documents produced to B. Riley and our independent research. We assume that the financial and other information provided to us fully and correctly reflects the financial condition and operating results of the entities providing such information.

Compensation

We bill our professional time beginning on the Effective Date, according to the number of hours worked at our standard hourly billing rates plus out-of-pocket costs incurred. Our firm's current standard hourly rates for the persons who may work on this engagement range from \$150 to \$750 per hour. Our hourly rates for the individuals we anticipate using on this project are as follows:

K. Scott Van Meter, Managing Director	\$695
Senior Managing Directors and Directors.....	\$500-750
Directors	\$325-495
Staff	\$150-395

B. Riley reviews its hourly rates each January 1, and the Client should anticipate an annual rate increase on January 1. We will bill one-half of incurred travel time. We will submit our billings either monthly or at logical points during the engagement, and payment is due when the invoice is received. We reserve the right to defer rendering further services until we receive past due amounts. We also reserve the right to be paid in full prior to any testimony for all time and expenses including estimated time and expenses through testimony. Our fees are not contingent on the outcome of the Matter. B. Riley, the Firm, and the Client all understand that while members of the Firm will likely direct B. Riley to perform the above-described services (or additional services related to the Matter) on behalf of the Client, it is the Client who is solely responsible for all charges, including fees and expenses, retainer or otherwise, incurred under this Agreement. Nonetheless, B. Riley is not required to seek the Client's approval to perform services related to the Matter if such services are requested by the Firm.

Retainer

In accordance with B. Riley's standard policy, we will require a retainer of \$200,000, which shall be due upon the execution of this Agreement and, to the extent actually received by B. Riley, will be applied to our final billing for the Matter ("Retainer"). It is our intention to work closely with the Firm to structure our work so that the Firm is aware of the scope and direction of our work as it



progresses, and it is the Firm's responsibility to inform the Client, as the Firm deems necessary, of any changes to the scope or direction. Should the time demand increase, we may require an addition to our Retainer.

Limitations

B. Riley is not a public accounting firm. While our work may involve analysis of accounting records, the engagement does not include an audit or review of existing records in accordance with generally accepted auditing standards or standards for review engagements. Accordingly, we will not be expressing an audit opinion on any of the financial or other data received in this engagement. B. Riley is not a law firm and will not provide legal or tax advice on any transaction or financing in conjunction with this assignment.

The working papers and other materials created by us during this engagement are our property. At the completion of our engagement, all of the Firm's documents and the Client's documents will be returned to the Firm at the Firm's request. Unless we are notified otherwise, or unless the Firm request the files to be returned to the Firm, we will work on the assumption that all documents in our possession may be destroyed one year from the completion of the Matter, or the passage of one year without our actively participating in the Matter. The Firm, for itself and on behalf of the Client acknowledges that all advice (written or oral) given by B. Riley to the Firm and the Client is intended solely for the benefit and use of the Firm on behalf of the Client. No advice (written or oral) of B. Riley hereunder shall be used, reproduced, disseminated, quoted or referred to at any time, in any manner, or for any purpose, nor shall any public references to B. Riley be made by the Firm or the Client, without the prior written consent of B. Riley.

Please note that it is not our practice to retain working papers, notes, or data files that have been updated or superseded. If you wish us to follow a different retention practice, please indicate your specific request(s) in writing when returning a copy of this Agreement.

Indemnification and Limitation of Liability

The Client agrees to indemnify and hold harmless B. Riley and any employees or affiliated persons or entities of B. Riley and their respective directors, officers, members, managers, employees, and agents ("Indemnified Parties") from and against all claims, liabilities, losses and damages (collectively, "Losses") arising out of or related to this engagement and/or the services performed hereunder, except to the extent such Loss is finally judicially determined or determined pursuant to a final, binding decision of an arbitrator in accordance with the dispute resolution provisions of this Agreement to have resulted primarily from the gross negligence or willful misconduct of B. Riley. Further, the Client agrees to promptly reimburse B. Riley for any legal fees or other expenses reasonably incurred by B. Riley in connection with such claims as they are incurred. THE CLIENT ALSO AGREES THAT NO INDEMNIFIED PARTY SHALL HAVE ANY LIABILITY (WHETHER DIRECT OR INDIRECT, IN CONTRACT OR TORT OR OTHERWISE) TO THE CLIENT FOR OR IN CONNECTION WITH THE ENGAGEMENT OF B. RILEY, IN EXCESS OF THE FEES PAID TO B. RILEY HEREUNDER, INCLUDING ANY REASONABLE ATTORNEYS' FEES AND COURT COSTS, EXCEPT TO THE EXTENT THAT ANY SUCH



LIABILITY FOR LOSSES, CLAIMS, DAMAGES, LIABILITIES OR EXPENSES FINALLY JUDICIALLY DETERMINED OR DETERMINED PURSUANT TO A FINAL, BINDING DECISION OF AN ARBITRATOR IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISIONS OF THIS AGREEMENT TO HAVE RESULTED PRIMARILY FROM SUCH INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. The Client further agrees that they will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceedings) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding. The provisions of this paragraph shall survive the completion of the engagement and/or the expiration or termination of this engagement or this Agreement.

Termination

This Agreement may be terminated immediately by B. Riley or the Firm, each in their sole discretion, for any reason whatsoever and without prior notice. Upon termination of this Agreement, B. Riley shall be entitled to all fees and expenses incurred pursuant to this Agreement prior to notice of termination and shall be entitled to the remaining unpaid balance of any fee, subject to any dispute concerning the fees due, and subject to the dispute provision included in this Agreement. The termination of this Agreement shall not relieve the Firm, the Client or B. Riley from the provisions of this Agreement relating to indemnification, limitation of liability, settlement, the provisions relating to the payment of the fees, costs and expenses payable hereunder whether or not accrued prior thereto, confidentiality, the status of B. Riley as an independent contractor, the limitation on the use, reliance on and disclosure of B. Riley's advice, limitation to whom B. Riley shall owe any duties, governing law and dispute resolution.

Confidentiality

B. Riley agrees not to disclose or permit the disclosure of any of the terms of this Agreement or any information relating to the project to be performed hereunder, provided that such disclosure may be made (a) to any person who is an officer, director, member, manager, or employee of B. Riley or its affiliates or advisors ("Representatives") solely for their use in the performance of the services hereunder and on a need-to-know basis, (b) with the prior written consent of the Client, or (c) pursuant to a subpoena or order issued by a court, arbitrator or governmental body, agency or official. In the event that B. Riley shall receive a request to disclose any of the terms of this Agreement under a subpoena or order, B. Riley shall, to the extent legally permissible, (i) promptly notify the Client, (ii) consult with the Client on the advisability of taking steps to resist or narrow such request and (iii) if disclosure is required or deemed advisable, cooperate with the Client, at the Client's sole cost and expense, in any attempt it may make to obtain an order or other assurance that confidential treatment will be accorded those terms of this Agreement that are disclosed. The confidentiality restrictions contained herein shall continue for a period of two (2) years from the date hereof and shall not apply to information that: (i) at the time of disclosure by the Client or the Firm to B. Riley or its Representatives is, or thereafter becomes, generally



available to the public, other than as a direct result of a breach by B. Riley of its obligations under this Agreement; (ii) prior to or at the time of disclosure by the Client or the Firm to B. Riley or its Representatives, was already in the possession of B. Riley or any of its Representatives; (iii) at the time of disclosure is, or thereafter becomes, available to B. Riley or its Representatives from a third-party source, provided that, to B. Riley's knowledge, such third party is not and was not prohibited from disclosing such Confidential Information to B. Riley; or (iv) is or was independently developed by B. Riley or its Representatives, but not using or referencing the confidential information provided to B. Riley by the Client or the Firm.

Integration; Severability

This Agreement contains the entire agreement and understanding between B. Riley, the Firm, and/or the Client concerning the Matter. This Agreement supersedes and replaces all prior negotiations, estimates, proposed agreements, and/or agreements (oral and written) concerning B. Riley's services for the Client in conjunction with the Matter. If any portion of this Agreement shall be held or made unenforceable or invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect, and, to the fullest extent, the provisions of this Agreement shall be severable.

Governing Law; Dispute Resolution

The parties agree that any disputes arising out of this Agreement shall be submitted to final, binding arbitration conducted in New York, New York under the Expedited Arbitration Procedures and Rules of the Judicial Arbitration and Mediation Services Inc. ("JAMS") before a single, neutral arbitrator who shall follow New York law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in New York, New York including an award of costs, fees and expenses incurred in enforcing the award. The parties shall keep confidential, and not disclose the fact that there is a dispute between the parties, the details of the dispute, the fact of the arbitration and all details relating to the proceeding. Notwithstanding the foregoing, either party shall be entitled to seek injunctive relief in the state or federal courts of the State of New York upon a showing that a material portion of this Agreement was violated, and emergency relief is necessary to avoid irreparable harm. The prevailing party in any dispute arising hereunder shall be entitled to recover from the other all fees and costs incurred, including legal fees and costs and the costs of experts, in any proceedings, including, but not limited to arbitration, litigation, bankruptcy, and in any appellate proceedings as well.

Contact Information

All correspondence should be directed to:



K. Scott Van Meter
B. Riley Advisory Services
4400 Post Oak Parkway, Suite 1400
Houston, Texas 77027
Phone: (713) 226-4705
Email: svanmeter@brileyfin.com

Conclusion

If the arrangements described in this Agreement are acceptable to the Firm and the Client, and the services summarized above are in accordance with the understanding of the Firm and the Client, please sign and return a copy of this Agreement, along with the Retainer. This Agreement shall be enforceable solely against the Client so long as the Firm and/or the Client sign below. This Agreement may be executed in counterparts. Signatures sent by fax or as pdf shall be treated as originals.

[Signature Page Follows]

B | RILEY *Advisory Services*

We look forward to working with you on this Matter.

Yours very truly,


GlassRatner Advisory & Capital Group, LLC
d/b/a B. Riley Advisory Services

K. Scott Van Meter
Managing Director

The services described in this Agreement are in accordance with our requirements and are acceptable to our Firm and the Client.

Approved as to Form:

Polsinelli PC




Name: Jerry L. Switzer
Title: Partner




Date

Accepted and Agreed, Including Sole Liability for
Fees and Costs Incurred Pursuant to this Agreement:

Northwest Senior Housing Corporation



Name: Jesse Jantzen
Title: Chief Executive Officer



Date



We look forward to working with you on this Matter.

Yours very truly,

GlassRatner Advisory & Capital Group, LLC
d/b/a B. Riley Advisory Services

Scott Van Meter

K. Scott Van Meter
Managing Director

The services described in this Agreement are in accordance with our requirements and are acceptable to our Firm and the Client.

Approved as to Form:

Polsinelli PC

Name: Jerry L. Switzer
Title: Partner

Date

Accepted and Agreed, Including Sole Liability for
Fees and Costs Incurred Pursuant to this Agreement:

Northwest Senior Housing Corporation

Name: Jesse Jantzen
Title: Chief Executive Officer

Date

Exhibit 2
Potential Parties in Interest

Debtor

Northwest Senior Housing Corporation
Senior Quality Lifestyles Corporation

Affiliated Parties

LifeSpace, Inc.
Abbey Delray
Abbey Delray South
AON CCRC LLC (Iowa LLC)
Augustine Home Health Texas LLC
Barton Creek Senior Living Center, Inc. (Querencia)
Beacon Hill
Claridge Court
Friendship Village of Bloomington
Friendship Village of South Hills
Harbour's Edge
Lifespace Communities, Inc.
Lifespace Management, Inc.
Lifespace Services, Inc.
Newcastle Place LLC
Oak Trace
Prairie View Club of Kansas
Seniority Inc.
SQLC LSA, LLC
Tarrant County Senior Living Center, Inc. dba The Stayton at Museum Way
The Lifespace Foundation
The Waterford
Village on the Green

Former, Assumed and Trade Names of the Debtor

d/b/a Edgemere

Current and Former Directors and Officers (2019 & 2020 Form 990)

Abdul Shakoor
Ann Joyce
Chris Hutfless
Christopher Santuac
Eddie Fenoglio
Elizabeth White
Jesse Jantzen
Keri McAnally
Larry Smith
Leslie Brownlee

Martha Holloway
Nick Harshfield
Scott Collier
Susan Carter
Thomas Brod

Lifespace Managers

John B. Falldine
Teresa E. Bates

Professionals (Law Firms; Accountants; Appraisers; Tax Preparers; etc)

AJ Gallagher
DLA Piper LLP
FTI Consulting, Inc.
Kurtzman Carson Consultants, LLC
Marsh & McLennan Agency, LLC
Power Taylor Law Firm
Sidley Austin LLP

Current & Former Banking Institutions

Bankers Trust
Regions Bank
UMB Bank, NA

Restructuring Professionals

Polsinelli PC

Bondholders

Alliance Bernstein LP
First Trust Advisors LP
FMR LLC
Holloway Wealth Management LLC
Lapis Advisers, LP
Massachusetts Financial Services Co.
Nuveen Asset Management, LLC as investment adviser for certain funds/accounts
Olive Street Investment Advisers LLC
Royal Bank of Canada
Silvercrest Asset Management Group LLC
State Street Corp.
T Rowe Price Group Inc.
Teachers Insurance & Annuity Association of America
USAA Mutual Funds on behalf of its USAA Tax Exempt Long-Term Fund and its USAA
Growth and Tax Strategy Fund
Van Eck Associates Corp
Victory Capital Management Inc.

Insurance Providers

Argonaut Insurance Company
Ascot Insurance Company
Beazley Insurance Company
Beazley Insurance Company
Caring Communities
Ironshore Specialty Insurance Company
Liberty Mutual Fire Insurance Company
Liberty Mutual Insurance Company
Life Insurance Company of North America
National Casualty Company
RSUI Indemnity Company
Sentry Casualty Company
Sentry Insurance
Underwriters at Lloyds, London (Hiscox)

Government Regulatory & Taxing Authorities

Centers for Medicare and Medicaid Services
City of Dallas
Dallas County Tax Office, John R. Ames, CTA Tax Assessor/Collector
Department of the Treasury
Texas Comptroller of Public Accounts
Texas Department of Insurance
Texas Department of Labor
Texas Department of Licensing & Regulation
Texas Health & Human Services
Texas Workforce Commission
United States Treasury

Unsecured Creditors

Andrew Croom Custom Builders LLC
ARC Waterproofing Sealant LLC
Direct Supply Inc
McKesson Medical-Surgical
Mr. AC Heating & Cooling LLC
Omnicare of Fort Worth
On Demand Staffing
Select Rehabilitation LLC
Unidine Corporation

Utility Companies

AT&T
AT&T Mobility
Atmos Energy
City of Dallas

Community Waste Disposal LP
Fusion LLC
Reliant Energy Services
Spectrum
Spectrum (f/k/a Time Warner Cable)
Verizon

Employee Benefit Administrators

ADP, LLC
Delta Dental
Eyemed
Metlife
OptumRx
Symetra Life Insurance Company
Wellmark BCBS of Iowa

**Judges in the United States Bankruptcy
Court for the Northern District of Texas Dallas Division**

Judge Harlin D. Hale
Judge Robert L. Jones
Judge Stacey G. C. Jernigan
Judge Mark X. Mullin
Judge Edward L. Morris
Judge Michelle V. Larson

Office of the United States Trustee – Region 6 Dallas Office

Lisa L. Lambert, Assistant United States Trustee
William T. Neary - United States Trustee

U.S. Trustee Employees – Region 6 Dallas Office

Asher Bublick
Kara Croop
Christi C. Flanagan
C. Marie Goodier
Meredyth Kippes
Felicia P. Palos
Bradley D. Perdue
Nancy S. Resnick
Kendra M. Rust
Erin Schmidt
Lisa Smoot
Joseph W. Speranza
Rafay Suchedina
Steven Whitehurst
Cheryl H. Wilcoxson
Cindy Worthington

Elizabeth Young

Litigants / Litigation Parties

Cherry Petersen Landy Albert LLP
Intercity Investment Properties, Inc.
Maryln B. Calloway
Christopher C. Calloway
R.W. Calloway Jr.
Pamela Siviglia
Andrew Adams
Robert Frost
Julianne Frost
David Steve Donsky
Robert Ogden

Other Parties As Known

Credit Agricole Group
DLA Piper LLP
Dorsey & Whitney LLP
Holland & Knight LLC
Invesco Ltd
Locke Lord LLP
Lumen (f/k/a Level 3)
Reliant Energy Services
Waste Connections
Alliance Bernstein LP
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
Foley & Lardner LLP
Perkins Coie LLP
Spector & Cox PLLC

Exhibit 3

Relationships with Parties in Interest for Matters Unrelated to These Cases:

UMB Bank, NA
Regions Bank, NA

Relationships with Professionals in Matters Unrelated to These Cases:

Polsinelli PC
DLA Piper LLP
Power Taylor Law Firm
Sidley Austin LLP
Dorsey & Whitney LLP
Holland & Knight LLC
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
Foley & Lardner LLP
Perkins Coie LLP
Spector & Cox PLLC
FTI Consulting, Inc.

Exhibit C



Chad J. Shandler
FTI Consulting, Inc.
1166 Avenue of the Americas
15th Floor
New York, New York 10036
212 841 9349

PRIVATE & CONFIDENTIAL

March 3, 2022

Bobby Guy
Shareholder
Polsinelli PC
401 Commerce Street
Suite 900
Nashville, TN 37219

Re: Northwest Senior Housing Corporation

Dear Mr. Guy:

1. **Introduction**

This letter confirms that we, FTI Consulting, Inc. ("FTI"), have been retained by you, Polsinelli PC (the "Firm"), to provide certain financial advisory and consulting services (the "Services") as set forth below in relation to your representation of Northwest Senior Housing Corporation ("Edgemere" or the "Company"). This letter of engagement and the related Standard Terms and Conditions constitute the engagement contract (the "Engagement Contract") pursuant to which the Services will be provided. This letter reflects the Company's change in counsel from Sidley Austin LLP ("Sidley") and FTI's retention pursuant to a letter of engagement dated May 1, 2021 and addendum to that letter of engagement dated February 1, 2022.

2. **Scope of Services**

The Services, to be performed at your direction and at the direction of the Company to assist you in the provision of advice and legal services to the Company, are expected to include the following:

Assessment Services

- Gain an understanding of the Company's business, books and records and reporting systems;
- Assessment of the Company's operations and financial performance and recommendations for improvement, including but not limited to:
 - Revenue, billing, and cash collection procedures;
 - Operating expenses;
 - Management and staffing;
 - Marketing function and programs; and
 - Organizational structure;
- Assessment of the Company's liquidity and working capital, including sources of cash, accounts receivable and accounts payable;

Polsinelli PC
March 3, 2022

- Assessment of the Company's reported results of operations;
- Assessment of prior consultants' reports, if any; and
- General overall assessment of the Company's facilities.

Consulting Services

- Prepare/or assist the Company's management with the preparation of projected financial statements and/or 13week cash flow forecast;
- Formulate recapitalization and debt restructuring alternatives, if necessary;
- Preparation of presentations to lender(s) relating to forbearance and/or restructuring of obligations, if necessary;
- Assist the Company and its counsel in negotiations with the Company's lender(s) regarding forbearance terms and/or other restructuring alternatives, if necessary;
- Assist the Company and its counsel in negotiations and/or discussions with Federal or state regulators, if necessary;
- Assist the Company and its counsel in negotiation with the Company's personal property lessors regarding improved lease terms or return of property;
- Assist the Company with an affiliation or the sale of its assets, including data room support and negotiations with prospective interested parties and purchasers of the Company's assets;
- Consult with management, and where necessary assist in the preparation of reports to the Company's lender(s) (and other creditors as required) regarding its financial performance; and
- Participate in meetings and telephone calls with management, counsel, lenders and other parties, as necessary.

Other Services

- Assistance in the preparation of financial information for distribution to creditors and others, including, but not limited to, cash flow projections and budgets, cash receipts and disbursement analysis, analysis of various asset and liability accounts, and analysis of proposed transactions for which Bankruptcy Court approval is sought;
- Assistance to the Company in the preparation of financial-related disclosures required by the Bankruptcy Court, including the Company' Schedules of Assets and Liabilities, Statements of Financial Affairs and Monthly Operating Reports;
- Assistance to the Company with information and analyses required pursuant to the Company' use of cash collateral including, but not limited to, preparation for hearings regarding the use of cash collateral;
- Assistance with the identification of executory contracts and leases and performance of cost/benefit evaluations with respect to the affirmation or rejection of each;
- Assistance regarding the valuation of the present level of operations and identification of areas of potential cost savings, including overhead and operating expense reductions and efficiency improvements;
- Assistance in the evaluation and analysis of avoidance actions, including fraudulent conveyances and preferential transfers;
- Assistance to Company' management team and the Firm focused on the coordination of resources related to the reorganization effort;
- Attendance at meetings and assistance in discussions with potential secured lenders, any official committee(s) appointed in these Chapter 11 Cases, the United States Trustee, other parties in interest and professionals hired by same, as requested; other communications

Polsinelli PC
March 3, 2022

- with the Company's creditors and governmental authorities (the general direction for which will be determined by the Board);
- Develop strategy, including communications, relating to residents, former residents, vendors, and employees;
 - Analysis of creditor claims by type, entity, and individual claim, including assistance with development of databases, as necessary, to track such claims;
 - Assistance in the preparation of information and analysis necessary for the confirmation of a plan of reorganization in these Chapter 11 Cases, including information contained in the disclosure statement; and
 - Provide testimony in these Chapter 11 Cases as necessary or appropriate at the Company's request; and
 - Rendering such other general business consulting or such other assistance as Company's management or counsel may deem necessary consistent with the role of a financial advisor to the extent that it would not be duplicative of services provided by other professionals.

The Services may be performed by FTI or by any subsidiary of FTI, as FTI shall determine. FTI may also provide Services through its or its subsidiaries' agents or independent contractors. References herein to FTI and its employees shall be deemed to apply also, unless the context shall otherwise indicate, to employees of each such subsidiary and to any such agents or independent contractors and their employees.

The Services, as outlined above, are subject to change as mutually agreed between us.

FTI is engaged by you to provide financial advisory and consulting services only. Accordingly, while we may from time to time suggest options which may be available to you or the Company, and further give our professional evaluation of these options, the ultimate decision as to which, if any, of these options to implement rests with the Company, its management and board of directors. FTI and its employees will not make any management decisions for the Company and will not be responsible for communicating information concerning the Company to the public, the Company's shareholders or others.

As part of the Services, FTI may be requested to assist you or the Company (and its other legal or other advisors) in negotiating with the Company's creditors and equity holders and with other interested parties. In the event that we participate in such negotiations, the representations made and the positions advanced will be those of the Company and its management, not FTI or its employees.

3. **Privileged and Confidential Work Product**

To the extent possible, written reports, memoranda or status summaries that we prepare under this Engagement Contract will be maintained in accordance with our retention procedures and shall be prominently labeled "Privileged and Confidential". Except as may be required by law, regulation or valid judicial or administrative process, we will not disclose to anyone, without your permission, the content of any oral or written confidential communication received during the course of the Engagement or any information gained from the inspection or review of any records or documents provided by you that are identified as confidential.

4. **Fees**

Polsinelli PC
March 3, 2022

We understand that we are being retained by You in connection with your provision of legal services to the Company. Accordingly, we will not look to the Firm for payment of our fees but rather will look solely to the Company. We acknowledge that the Firm will have no obligation for our fees. Fees in connection with this Engagement will be based upon the time incurred providing the Services, multiplied by our standard hourly rates, summarized as follows:

	<u>Per Hour (USD)</u>
Senior Managing Directors	\$920 – 1,325
Directors / Senior Directors / Managing Directors	590 – 960
Consultants/Senior Consultants	370 – 695
Administrative / Paraprofessionals	130 – 300

Hourly rates are generally revised periodically. We will notify you of any changes to our rates. To the extent this engagement requires services of our International divisions or personnel, the time will be multiplied by our standard hourly rates applicable for the International divisions or personnel. Note that we do not provide any assurance regarding the outcome of our work and our fees will not be contingent on the results of such work.

In addition to the fees outlined above, FTI will bill for reasonable direct expenses which are likely to be incurred on your behalf during this Engagement. Direct expenses include reasonable and customary out-of-pocket expenses which are billed directly to the engagement such as internet access, telephone, overnight mail, messenger, travel, meals, accommodations and other expenses specifically related to this engagement. Further, if FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this matter, FTI will be compensated by you at its regular hourly rates and reimbursed for reasonable allocated and direct expenses (including counsel fees) with respect thereto.

Cash on Account

Initially, the Company will forward to us the amount of \$250,000, which funds will be held "on account" to be applied to our professional fees, charges and disbursements for the Engagement (the "Initial Cash on Account"). To the extent that this amount exceeds our fees, charges and disbursements upon the completion of the Engagement, we will refund any unused portion. The Company agrees to increase or supplement the Initial Cash on Account from time to time during the course of the Engagement in such amounts as the Company and we mutually shall agree are reasonably necessary to increase the Initial Cash on Account to a level that will be sufficient to fund Engagement fees, charges, and disbursements to be incurred.

We will send the Company periodic invoices (not less frequently than monthly) for services rendered and charges and disbursements incurred on the basis discussed above, and in certain circumstances, an invoice may be for estimated fees, charges and disbursements through a date certain. Each invoice constitutes a request for an interim payment against the fee to be determined at the conclusion of our Services. Upon transmittal of the invoice, we may immediately draw upon the Initial Cash on Account (as replenished from time to time) in the amount of the invoice. The Company agrees that invoices are due upon receipt and will promptly wire the invoice amount to us as replenishment of the Initial Cash on Account (together with any supplemental amount to which we and the Company mutually agree),

Polsinelli PC
March 3, 2022

without prejudice to the Company's right to advise us of any differences it may have with respect to such invoice. We have the right to apply to any outstanding invoice (including amounts billed prior to the date hereof), up to the remaining balance, if any, of the Initial Cash on Account (as may be supplemented from time to time) at any time subject to (and without prejudice to) the Company's opportunity to review our statements.

The Company agrees to promptly notify FTI if the Company or any of its subsidiaries or affiliates extends (or solicits the possible interest in receiving) an offer of employment to a principal or employee of FTI involved in this Engagement and agrees that it will pay FTI has earned and will be entitled to a cash fee, upon hiring, equal to 150% of the aggregate first year's annualized compensation, including any guaranteed or target bonus and equity award, to be paid to FTI's former principal or employee that the Company or any of its subsidiaries or affiliates hires at any time up to one year subsequent to the date of the final invoice rendered by FTI with respect to this Engagement.

If a dispute develops about our fees, the Company may be entitled under Part 137 of the Rules of the Chief Administrator of the New York Courts to arbitration of that dispute if it involves more than \$150,000.

5. Terms and Conditions

The attached Standard Terms and Conditions set forth the duties of each party with respect to the Services. Further, this letter and the Standard Terms and Conditions attached comprise the entire Engagement Contract for the provision of the Services to the exclusion of any other express or implied terms, whether expressed orally or in writing, including any conditions, warranties and representations, and shall supersede all previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services.

6. Conflicts of Interest

Based on the list of interested parties (the "Potentially Interested Parties"), provided by you, we have undertaken a limited review of our records to determine FTI's professional relationships with the Company, the Master Trustee, as defined in the Master Trust Indenture between the Company and UMB Bank, N.A. dated as of November 15, 1999, effective as of April 1, 2006 and the Supplemental Indenture #6 dated March 1, 2017, and its counsel. As you may be aware, FTI is regularly retained by the Master Trustee (or law firms retained by the Master Trustee). However, such representations are in matters unrelated to this engagement.

From the results of such review, we were not made aware of any conflicts of interest or additional relationships that we believe would preclude us from performing the Services. However, as you know, we are a large consulting firm with numerous offices throughout the United States. We are regularly engaged by new clients, which may include one or more of the Potentially Interested Parties. The FTI professionals providing services hereunder will not accept an engagement that directly conflicts with this Engagement without your prior written consent.

Polsinelli PC
March 3, 2022

7. **Acknowledgement and Acceptance**

Please acknowledge your acceptance of the terms of this Engagement Contract by signing both the confirmation below and the attached Standard Terms and Conditions and returning a copy of each to us at the above address.

If you have any questions regarding this letter or the attached Standard Terms and Conditions, please do not hesitate to contact Chad J. Shandler at 212 841 9349.

Yours faithfully,

FTI CONSULTING, INC.

By:



Chad J. Shandler
Senior Managing Director

Attachment – As stated

Polsinelli PC
March 3, 2022

Confirmation of Terms of Engagement

We agree to engage FTI Consulting, Inc. upon the terms set forth herein and in the attached Standard Terms and Conditions.

Polsinelli PC

By: _____
Bobby Guy
Shareholder

Date: _____

Northwest Senior Housing Corporation

By: _____
Nick Harshfield
CFO, Treasurer, and Secretary

Date: _____

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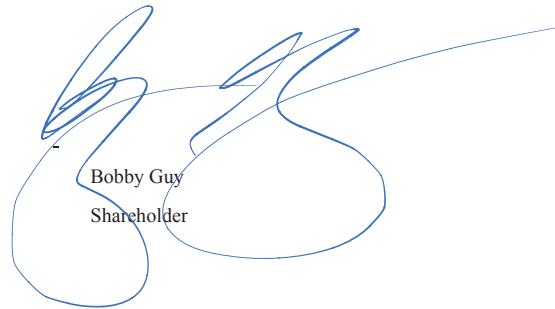
Attachment – As stated

Confirmation of Terms of Engagement

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Polsinelli PC

By:

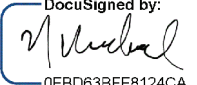


Bobby Guy
Shareholder

Date:

Northwest Senior Housing Corporation

By:

DocuSigned by:

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Nick Harshfield
CFO, Treasurer, and Secretary

Date:

3/7/2022 | 9:31 PM CST

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FTI CONSULTING, INC.

FTI CONSULTING, INC.

STANDARD TERMS AND CONDITIONS

The following are the Standard Terms and Conditions on which we will provide the Services to you set forth within the attached letter of engagement dated March 3, 2022. The engagement letter and the Standard Terms and Conditions (collectively the “Engagement Contract”) form the entire agreement between us relating to the Services and replace and supersede any previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services. The headings and titles in the Engagement Contract are included to make it easier to read but do not form part of the Engagement Contract.

1. Reports and Advice

- 1.1 **Use and purpose of advice and reports** – Any advice given or report issued by us is provided solely for the use and benefit of you and the Company and only in connection with the purpose in respect of which the Services are provided. Unless required by law, neither you nor the Company shall provide any advice given or report issued by us to any third party, or refer to us or the Services, without our prior written consent. In no event, regardless of whether consent has been provided, shall we assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

2. Information and Assistance

- 2.1 **Provision of information and assistance** – Our performance of the Services is dependent upon you and the Company providing us with such information and assistance as we may reasonably require from time to time.
- 2.2 **Punctual and accurate information** – You and Company personnel shall use reasonable skill, care and attention to ensure that all information we may reasonably require is provided on a timely basis and is accurate and complete and relevant for the purpose for which it is required. You and the Company shall also notify us if you subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon.
- 2.3 **No assurance on financial data** – While our work may include an analysis of financial and accounting data, the Services will not include an audit, compilation or review of any kind of any financial statements or components thereof. Company management will be responsible for any and all financial information they provide to us during the course of this Engagement, and we will not examine or compile or verify any such financial information. Moreover, the circumstances of the Engagement may cause our advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data and the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement, we will not express any opinion or other form of assurance on financial statements of the Company.
- 2.4 **Prospective financial information** - In the event the Services involve prospective financial information, our work will not constitute an examination or compilation, or apply agreed-upon procedures, in accordance with standards established by the American Institute of Certified Public Accountants or otherwise, and we will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We will take no responsibility for the achievability of results or events projected or anticipated by the management of the Company.

3. Additional Services

- 3.1 **Responsibility for other parties** – You and the Company shall be solely responsible for the work and fees of any other party engaged by you or the Company to provide services in connection with the engagement regardless of whether such party was introduced to you by us. Except as provided in this Engagement Contract, we shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting or taxation matters. Further, we acknowledge that we are not authorized under our Engagement Contract to engage any third party to provide services or advice to you or the Company, other than our agents or independent contractors engaged to provide Services, without your or the Company’s written authorization.

4. Confidentiality

- 4.1 **Restrictions on confidential information** – All parties to this Engagement Contract agree that any confidential information received from the other parties shall only be used for the purposes of providing or receiving Services under this or any other contract between us. Except as provided below, no party will disclose other contracting party’s confidential information to any third party without such party’s consent. Confidential information shall not include information that:
- 4.1.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 4.1;
 - 4.1.2 is acquired from a third party who, to the recipient party’s knowledge, owes no obligation of confidence in respect of the information; or
 - 4.1.3 is or has been independently developed by the recipient.
- 4.2 **Disclosing confidential information** – Notwithstanding Clause 1.1 or 4.1 above, all parties will be entitled to disclose confidential information to a third party to the extent that this is required by valid legal process, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days’ notice in writing is first given to the other parties.
- 4.3 **Citation of engagement** – Without prejudice to Clause 4.1 and Clause 4.2 above, to the extent our engagement is or becomes known to the public, we may cite the performance of the Services to our clients and prospective clients as an indication of our experience, unless we and you specifically agree otherwise in writing.
- 4.4 **Internal quality reviews** – Notwithstanding the above, we may disclose any information referred to in this Clause 4 to any other FTI entity or use it for internal quality reviews.
- 4.5 **Maintenance of workpapers** – Notwithstanding the above, we may keep one archival set of our working papers from the Engagement, including working papers containing or reflecting confidential information, in accordance with our internal policies.

5. Termination

- 5.1 **Termination of Engagement with notice** – All parties (you, the Company and FTI) may terminate the Engagement Contract for whatever reason upon written notice to the other party. Upon receipt of such notice, we will stop all work immediately. Regardless of the terminating party, the Company will be responsible for all fees and expenses incurred by us through the date termination notice is received.

- 5.2 **Continuation of terms** – The terms of the Engagement that by their context are intended to be performed after termination or expiration of this Engagement Contract, including but not limited to, Clauses 3 and 4 of the Engagement letter, and Clauses 1.1, 4, 6 and 7 of the Standard Terms and Conditions, are intended to survive such termination or expiration and shall continue to bind all parties.

6. Indemnification and Liability Limitation

- 6.1 **Indemnification** - The Company agrees to indemnify and hold harmless FTI and any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors and employees (collectively “Indemnified Persons”) from and against any and all third party claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys’ fees and expenses and costs of investigation) arising out of or relating to the retention of FTI, the execution and delivery of this Engagement Contract, the provision of Services or other matters relating to or arising from this Engagement Contract, except to the extent that any such claim, liability, obligation, damage, cost or expense shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Person or Persons in respect of whom such liability is asserted (an “Adverse Determination”). The Company shall pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance. FTI agrees that it will reimburse any amounts paid in advance to the extent they relate directly to an Adverse Determination. FTI agrees to indemnify and hold harmless the Company and any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors and employees from and against any and all third party claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys’ fees and expenses and costs of investigation) arising out of or relating to an Adverse Determination.
- 6.2 **Limitation of liability** - Excluding a party’s indemnification obligations for third party claims, neither party shall be liable to the other party, or a party’s successors, affiliates or assigns for (a) damages in excess of the total amount of the fees paid and payable to FTI under this Engagement Contract, or (b) consequential, indirect or punitive damages, damages for lost profits or opportunities or other like damages or claims of any kind.

7. Governing Law, Jurisdiction and WAIVER OF JURY TRIAL

- 7.1 **Governing Law** - The Engagement Contract shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof.
- 7.2 **Jurisdiction** - The United States District Court for the Southern District of New York and the appropriate Courts of the State of New York sitting in the Borough of Manhattan, City of New York shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. The parties submit to the jurisdiction of such Courts and irrevocably waive any right they may have to object to any action being brought in these Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction.
- 7.3 **WAIVER OF JURY TRIAL** – TO FACILITATE JUDICIAL RESOLUTION AND SAVE TIME AND EXPENSE, THE COMPANY AND FTI IRREVOCABLY AND UNCONDITIONALLY AGREE TO WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR THIS ENGAGEMENT CONTRACT.

FTI CONSULTING, INC

Confirmation of Standard Terms and Conditions

We agree to engage FTI Consulting, Inc. upon the terms set forth in these Standard Terms and Conditions as outlined above.

Polsinelli PC

By: _____
Bobby Guy
Shareholder

Date: _____

Northwest Senior Housing Corporation

By: _____
Nick Harshfield
CFO, Treasurer, and Secretary

Date: _____

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FTI CONSULTING, INC

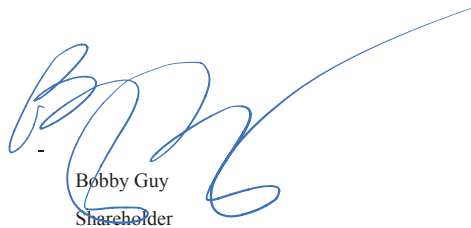
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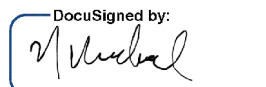
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