

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

In re:	§	
	§	Chapter 11
	§	
Little River Healthcare, LLC, <i>et al.</i> , ¹	§	Case No. 18-60526-RBK
	§	
Debtors.	§	Jointly Administered under Case No. 18-60526
	§	

**APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF LITTLE RIVER HEALTHCARE, LLC, *ET. AL.* TO
RETAIN AND EMPLOY NORTON ROSE FULBRIGHT US LLP AS COUNSEL**

**THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO
YOUR INTERESTS.**

**IF NO TIMELY RESPONSE IS FILED WITHIN 21 DAYS FROM THE
DATE OF SERVICE, THE RELIEF REQUESTED IN THE MOTION
MAY BE GRANTED WITHOUT A HEARING BEING HELD.**

**A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO
BE HELD.**

The Official Committee of Unsecured Creditors (the “Committee”) of Little River Healthcare, LLC, *et al.* (collectively, the “Debtors”), hereby submits this application (the “Application”), pursuant to sections 328(a) and 1103(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2014 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the Western District of Texas (the “Local Rules”), for entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, authorizing the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Compass Pointe Holdings, LLC (1142), Little River Healthcare Holdings, LLC (7956), Timberlands Healthcare, LLC (1890), King’s Daughters Pharmacy, LLC (7097), Rockdale Blackhawk, LLC (0791), Little River Healthcare – Physicians of King’s Daughters, LLC (5264), Cantera Way Ventures, LLC (7815), and Little River Healthcare Management, LLC (6688). The Debtors’ mailing address is 1700 Brazos Ave., Rockdale, TX 76567.

Committee to retain Norton Rose Fulbright US LLP (“NRF”) as its counsel in connection with the Debtors’ chapter 11 cases (the “Chapter 11 Cases”). In support of this Application, the Committee submits the declaration of Ryan E. Manns, a partner at NRF (the “Manns Declaration”), attached hereto as **Exhibit B**, and an executed engagement letter between the Committee and NRF, attached hereto as **Exhibit C**. In further support of this Application, the Committee respectfully represents as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).
2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory and rule predicate for the relief requested herein are sections 328(a), and 1103 of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014.

BACKGROUND

4. On July 24, 2018 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Texas, Waco Division (the “Bankruptcy Court”).
5. The Debtors continue to operate their business as debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No request has been made for the appointment of a trustee or an examiner
6. On August 21, 2018 (the “Formation Date”), the United States Trustee for the Western District of Texas (the “U.S. Trustee”) appointed the Committee pursuant to section

1102 of the Bankruptcy Code.² [Dkt. No. 117]. Chris Grottenthaler of True Health Diagnostics, LLC serves as the Chair of the Committee.

7. On August 22, 2018, the Committee selected NRF as its proposed counsel, subject to the Court's approval.

RELIEF REQUESTED

8. The Committee seeks to retain and employ NRF as its counsel, pursuant to Bankruptcy Code sections 328(a) and 1103(a), Bankruptcy Rule 2014, and Local Rule 2014.

BASIS FOR RELIEF REQUESTED

9. The Committee respectfully submits that it is necessary and appropriate for it to employ and retain NRF and render the following services to the Committee, among other services, as requested by the Committee:

- a. Advise the Committee with respect to its rights, duties and powers in the Debtors' Chapter 11 Cases;
- b. Assist and advise the Committee in its consultations and negotiations with the Debtors relative to the administration of the Debtors' Chapter 11 Cases;
- c. Assist the Committee in analyzing the claims of the Debtors' creditors and the Debtors' capital structure and in negotiating with holders of claims and equity interests;
- d. Assist the Committee in its investigation of the acts, conduct, assets, liabilities and financial condition of the Debtors and their lenders and of the operation of the Debtors' businesses;
- e. Assist the Committee in its analysis of, and negotiations with, the Debtors or any third party concerning matters related to, among other things, the assumption or rejection of certain leases of non-residential real property and executory contracts, asset dispositions, financing of other transactions and the terms of one or more plans of reorganization for the Debtors and accompanying disclosure statements and related plan documents;

² The Committee is currently comprised of the following entities: (a) PharMerica Corporation; (b) True Health Diagnostics, LLC; and (c) Computer Programs and Systems, Inc.

- f. Assist and advise the Committee as to its communications to the general creditor body regarding significant matters in the Debtors' Chapter 11 Cases;
- g. Represent the Committee at all hearings and other proceedings before this Court;
- h. Review and analyze applications, orders, statements of operations and schedules filed with the Court and advise the Committee as to their propriety and, to the extent deemed appropriate by the Committee, support, join or object thereto;
- i. Advise and assist the Committee with respect to any legislative, regulatory or governmental activities;
- j. Assist the Committee in preparing pleadings and applications as may be necessary in furtherance of the Committee's interests and objectives;
- k. Assist the Committee in its review and analysis of all of the Debtors' various agreements;
- l. Prepare, on behalf of the Committee, any pleadings, including, without limitation, motions, memoranda, complaints, adversary complaints, objections or comments in connection with any matter related to the Debtors or the Debtors' Chapter 11 Cases; and
- m. Perform such other legal services as may be required or are otherwise deemed to be in the interests of the Committee in accordance with the Committee's powers and duties as set forth in the Bankruptcy Code, Bankruptcy Rules or other applicable law.

10. The Committee believes NRF possesses extensive knowledge and expertise in the areas of law relevant to the Debtors' Chapter 11 Cases, and that NRF is well-qualified to represent the Committee in the Debtors' Chapter 11 Cases.

11. Because of the extensive legal services that may be necessary in these Chapter 11 Cases, and the fact that the full nature and extent of such services are not known at this time, the Committee believes that the employment of NRF (to provide the foregoing services and such other services as may be necessary for the Committee to satisfy its obligations to the Debtors' unsecured creditor constituency) is appropriate and in the best interests of the Debtors' estates and their creditors.

12. The Committee requests that all fees and related costs and expenses incurred by the Committee on account of services rendered by NRF in these Chapter 11 Cases be paid as administrative expenses of the estates pursuant to Bankruptcy Code sections 328, 330, 331, 503(b) and 507(a)(2). Subject to this Court's approval, NRF will charge for its legal services on an hourly basis in accordance with its ordinary and customary hourly rates in effect on the date such services are rendered, subject to Bankruptcy Code sections 328, 330, and 331. In accordance with NRF's agreement with the Committee, NRF will discount its standard billable rates by ten (10) percent for this engagement. The current hourly rates charged by NRF for professionals and paraprofessionals employed in its offices are provided below:

<u>Billing Category</u>	<u>Range</u>
Partners	\$550 - \$1125
Senior Counsel	\$475 - \$940
Senior Associates	\$420 - \$820
Associates	\$210 - \$760
Paraprofessionals	\$150 - \$465

These hourly rates are subject to periodic adjustments (typically in November of each year) to reflect economic and other conditions. NRF reserves the right to file an application for an allowance of an enhanced fee award at the end of this proceeding, subject to the discretion of the Committee.

13. NRF has advised the Committee that it is NRF's policy to charge its clients in all areas of practice for expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, photocopying charges, travel expenses, expenses for "working meals" and computerized research. NRF will maintain detailed records of actual and necessary costs and expenses incurred in connection with the legal services described above and will comply with the applicable Local Rules.

14. The names, positions and current hourly rates³ of the NRF financial restructuring attorneys currently expected to have primary responsibility for providing services to the Committee are as follows:

ATTORNEY	POSITION/DEPARTMENT	HOURLY RATE
Michael M. Parker	Partner/Financial Restructuring	\$795.00
Kristian W. Gluck	Partner/Financial Restructuring	\$780.00
Ryan E. Manns	Partner/Financial Restructuring	\$720.00
Shivani P. Shah	Associate/Financial Restructuring	\$370.00
Alicia M. Grant	Associate/Litigation	\$355.00

15. NRF has advised the Committee that it will apply for compensation and reimbursement of expenses in accordance with the procedures set forth in Bankruptcy Code sections 330 and 331, the applicable Federal Rules of Bankruptcy Procedure, and the applicable Local Rules. NRF has advised the Committee it also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013* (the "Revised UST Guidelines"), both in connection with this Application and the interim and final fee applications to be filed by NRF in the Debtors' Chapter 11 Cases. To that end, NRF has advised the Committee it responds to the questions set forth in Section D of the Revised UST Guidelines as follows:

- a. Aside from agreeing to the ten (10) percent discount to its standard billable rates, NRF did not agree to any variations from, or alternatives to, its standard or customary billing arrangements for this engagement;

³ Per agreement with the Committee, all NRF standard billable rates have been discounted by ten (10) percent off of NRF's standard billable rates. The timekeeper billable rate chart incorporated herein reflects NRF's standard billable rates before applying the discount.

- b. No rate for any of the professionals included in this engagement varies based on the geographic location of the bankruptcy case;
- c. NRF did not represent any member of the Committee prior to its retention by the Committee;
- d. NRF expects to develop a prospective budget and staffing plan to reasonably comply with the U.S. Trustee's request for information and additional disclosures, as to which NRF reserves all rights; and
- e. The Committee has approved NRF's proposed hourly billing rates.

16. Upon information and belief, NRF does not represent and does not hold any interest adverse to the Debtors' estates or their creditors in the matters upon which NRF is to be engaged, except to the extent set forth in the Manns Declaration. NRF is, however, a large firm with a national and international practice and may represent or may have represented certain of the Debtors' creditors, equity holders, related parties or other parties in interest in matters unrelated to these cases.

NO PRIOR REQUEST

17. No prior request for the relief sought herein has been made to this Court or any other court.

CONCLUSION

WHEREFORE, the Committee requests that the Court (a) enter an order, substantially in the form annexed hereto as **Exhibit A**, authorizing the Committee to retain and employ NRF as its counsel in the Debtors' Chapter 11 Cases, and (b) provide the Committee with such other and further relief as the Court may deem just, proper and equitable.

Dated: September 21, 2018

THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF LITTLE RIVER HEALTHCARE, LLC,
ET AL.

TRUE HEALTH DIAGNOSTICS, LLC

By: /s/ Chris Grottenthaler

Chris Grottenthaler, Committee Chair

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

-----	§	
In re:	§	Chapter 11
	§	
Little River Healthcare, LLC, <i>et al.</i> , ¹	§	Case No. 18-60526-RBK
	§	
Debtors.	§	Jointly Administered under Case No. 18-60526
-----	§	

**ORDER GRANTING APPLICATION OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF LITTLE RIVER HEALTHCARE, LLC, *ET. AL.* TO
RETAIN AND EMPLOY NORTON ROSE FULBRIGHT US LLP AS COUNSEL**

Upon the application dated September 21, 2018 (the “Application”) of the Official Committee of Unsecured Creditors (the “Committee”) of Little River Healthcare, LLC, *et al.*, (collectively, the “Debtors”) for entry of an order, pursuant to sections 328(a) and 1103(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2014 of the Local Rules of the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Compass Pointe Holdings, LLC (1142), Little River Healthcare Holdings, LLC (7956), Timberlands Healthcare, LLC (1890), King’s Daughters Pharmacy, LLC (7097), Rockdale Blackhawk, LLC (0791), Little River Healthcare – Physicians of King’s Daughters, LLC (5264), Cantera Way Ventures, LLC (7815), and Little River Healthcare Management, LLC (6688). The Debtors’ mailing address is 1700 Brazos Ave., Rockdale, TX 76567.

Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the Western District of Texas (the “Local Rules”), authorizing the Committee to retain and employ Norton Rose Fulbright US LLP (“NRF”) as its counsel in connection with the Debtors’ chapter 11 cases (the “Chapter 11 Cases”), and upon the declaration of Ryan E. Manns, a partner at NRF, dated September 21, 2018 (the “Manns Declaration”); and it appearing that the attorneys of NRF who will perform services on behalf of the Committee in these Chapter 11 Cases are duly qualified to practice before this Court; and the Court finding, based on the representations made in the Application and the Manns Declaration, that NRF does not represent any interest adverse to the Committee or the Debtors’ estates with respect to the matters upon which it is to be engaged, that it is a “disinterested person,” as that term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b), that its employment is necessary and in the best interests of the Committee and the Debtors’ estates; and finding that adequate notice of the Application having been given; and it appearing that no other notice need be given; and after due deliberation and sufficient cause appearing therefore, it is hereby:

ORDERED that the Application is GRANTED; and it is further

ORDERED that the Committee is hereby authorized to employ and retain NRF as counsel in the Debtors’ Chapter 11 Cases on the terms and conditions set forth in the Application and the Manns Declaration; and it is further

ORDERED that NRF is authorized to perform any and all legal services for the Committee that are necessary or appropriate in connection to the legal services described in the Application; and it is further

ORDERED that NRF shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors’ Chapter 11 Cases in

compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court; and it is further

ORDERED that NRF shall make a reasonable effort to comply with the United States Trustee's requests for information and additional disclosures, both in connection with this application and the interim and final fee applications to be filed by NRF in these Chapter 11 Cases; and it is further

ORDERED that NRF shall file a notice of increased rates at least ten (10) days prior to any increase; and it is further

ORDERED that the Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application; and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

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Submitted by:

Ryan E. Manns
State Bar No. 24041391
NORTON ROSE FULBRIGHT US LLP
2200 Ross Ave., Suite 3600
Dallas, Texas 75201
Telephone: (214) 855-8000
Facsimile: (214) 855-8200
ryan.manns@nortonrosefulbright.com

Exhibit B

Declaration of Ryan E. Manns

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

In re: Little River Healthcare, LLC, <i>et al.</i> , ¹ Debtors.	§ § § § § § §	Chapter 11 Case No. 18-60526-RBK Jointly Administered under Case No. 18-60526
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**DECLARATION AND STATEMENT OF RYAN E. MANNS
IN SUPPORT OF APPLICATION OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF LITTLE RIVER HEALTHCARE, LLC *ET. AL.*
TO RETAIN AND EMPLOY NORTON ROSE FULBRIGHT US LLP AS COUNSEL**

I, Ryan E. Manns, do hereby declare as follows:

1. I am over twenty-one (21) years of age, of sound mind, and capable of making this Declaration.

2. I am a partner at the law firm of Norton Rose Fulbright US LLP (“NRF” or the “Firm”), and am duly authorized to make this Declaration (the “Declaration”)² on behalf of NRF. I am an attorney admitted to practice law in the courts of the State of Texas and before the U.S. Bankruptcy Court for the Western District of Texas.

3. I make this Declaration in support of the *Application of the Official Committee of Unsecured Creditors of Little River Healthcare, LLC et al., to Retain and Employ Norton Rose Fulbright US LLP as Counsel* (the “Application”).

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² Terms not otherwise defined herein maintain the definitions previously described to them in the Application.

4. Except as otherwise set forth herein, all facts set forth in this Declaration are based upon my personal knowledge or derived from information available to me which I believe to be true and correct. I will supplement this Declaration if pertinent additional information becomes available to me concerning any relationship between NRF and the creditors of, or interest holders in, the Debtors.

GENERAL STATEMENT

5. Insofar as I have been able to ascertain after due diligence, neither I, NRF, nor any partner, associate, or counsel of NRF represent any party interest or any other entity other than the Committee in connection with these Chapter 11 Cases. Thus, NRF is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. NRF’s due diligence has revealed that NRF:

- a. Neither holds nor represents any interest adverse to the Debtor or fails to be a disinterested person so as to render NRF ineligible to serve as counsel for the Committee;
- b. Is not a creditor, equity security holder, or insider of any of the Debtors and does not currently represent any entity (or its attorneys or accountants) other than the Committee in connection with the Debtors’ Chapter 11 Cases;
- c. Is not, and was not, within two (2) years prior to the Petition Date, a director, officer, or employee of any of the Debtors;
- d. Does not have an interest materially adverse to the interests of the Debtors’ estates or of any class of creditors or equity security holders of the Debtors by reason of any direct or indirect relationship to, connection with, or interest in, any of the Debtors, or for any other reason; and
- e. Except as set forth herein, has no connections with the Debtors or their creditors, equity interest holders, or any party in interest herein, the respective attorneys or accountants of the foregoing, or the United States Trustee or any person employed in the Office of the United States Trustee.

6. Although NRF has, in connection with unrelated matters, certain relationships with other parties in interest and other professionals involved in these Chapter 11 cases, NRF has

not represented any other party in connection with matters relating to the Debtors or the Debtors' estates in these Chapter 11 Cases.

SEARCH AND DISCLOSURE PROCEDURES

7. With respect to NRF's representation of the Committee, I caused the Firm's compliance group to analyze NRF's master client database and conflicts database system to assess potential conflicts (the "Conflicts Check").

8. NRF's master client database contains the names of entities for which NRF has provided services or has otherwise billed for services (the "Client Database"). In conjunction with the Client Database, NRF maintains a computer software system that enables a user to input the name of an entity and search the Client Database for any related entities that NRF currently represents or has represented in the past (the "Conflict Search System").

9. With respect to the Conflicts Check, I caused to be performed the following actions to identify potential conflicts:

- (a) Took the Interested Parties List used by the Debtors' professionals to compile a list of the names of any entities that may be parties in interest in the Debtors' Chapter 11 Cases ("Potential Parties in Interest"). A list of the Potential Parties in Interest is attached hereto as **Exhibit A**, and includes:
 - (i) the Debtors and the Debtors' affiliates;
 - (ii) the non-Debtor affiliates;
 - (iii) known prepetition and post-petition lenders and their counsel;
 - (iv) holders of greater than 5% of equity in the Debtors;
 - (v) the current and former equity holders of the Debtors;
 - (vi) the Debtors' restructuring professionals;
 - (vii) the top 30 unsecured creditors on a consolidated basis;
 - (viii) the Debtors' landlords;
 - (ix) the Debtors' utility providers;
 - (x) the Debtors' Taxing Authorities;

- (xi) the Debtors' banks;
 - (xii) the Debtors' insurance providers, brokers, and premium financiers;
 - (xiii) parties to significant litigation matters involving the Debtors;
 - (xiv) the holders of alleged liens against the Debtors;
 - (xv) the United States Bankruptcy Judges and the United States Trustees for the Western District of Texas; and
 - (xvi) the United States Trustee for the Austin Division
- (b) Entered the names of each of the Potential Parties in Interest into the Conflict Search System to pull information on NRF's relationship with entities in the Client Database that are or may be related to the Potential Parties in Interest (the "Conflict Search Results").³
- (c) Reviewed the Conflict Search Results to delete obvious name coincidences and to delete those entities that were adverse to NRF's clients in the matter.
- (d) Using information in the Client Database concerning entities on the Conflict Search Results, verified that NRF does not represent and has not represented any entity on the Conflict Search Results in connection with the Debtors or these Chapter 11 Cases, except as disclosed herein.

SUMMARY OF CONFLICTS ANALYSIS

10. The Conflict Search Results revealed that various attorneys at NRF may now or hereafter counsel or represent, or may have previously counseled or represented, certain creditors of the Debtors or other Potential Parties in Interest. Accordingly, the entities listed on the Conflict Search Results were divided into two categories: (a) Potential Parties in Interest that are currently represented by NRF in another unrelated matter ("Current Clients"); and (b) Potential Parties in Interest that have been represented in the past by NRF in another unrelated matter ("Former Clients"). A list of the Current Clients and Former Clients are attached to this

³ The Conflict Search Results list was compiled after reviewing the results generated for all Potential Parties in Interest in NRF's conflicts database. NRF, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP, Norton Rose Fulbright South Africa (incorporated as Denys Reitz, Inc.), each of which is a separate legal entity, are members of Norton Rose Fulbright Verein, a Swiss Verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Out of an abundance of caution and for purposes of full disclosure, certain of the current clients identified herein, and/or affiliates/potential affiliates thereof which are included herein as well, may include those of other member firms.

Declaration as **Exhibits B and C**, respectively, and are fully incorporated herein for all purposes. Although NRF has been, and currently is, adverse to various parties-in-interest in unrelated matters, no such connections are disclosed herein; only connections to current and former NRF clients are disclosed herein.

11. NRF has reviewed each of the client connections listed on the attached **Exhibits B and C**. As a result of NRF's review, and as more fully described below, I have determined that NRF does not hold or represent an interest that is adverse to the Debtors. To assure that no attorney at NRF will inadvertently commence representation of any creditor or other party adverse to the Debtors, the Conflict Search System has now been programmed with a "block" to require that no such representation or relationship may commence without first obtaining specific clearance; accordingly, no such clearance shall be given during NRF's representation of the Committee in these Chapter 11 Cases.

12. To the best of my knowledge, of the entities listed as Potential Parties in Interest, none has represented more than 1 percent (1%) of NRF's annual gross revenue over the past twelve (12) months.

CURRENT CLIENTS

13. The Conflicts Search System results have revealed that NRF currently represents certain creditors or other Potential Parties in Interest in matters unrelated to the Debtors' chapter 11 cases. A list of creditors or other Potential Parties in Interest that NRF currently represents in matters unrelated to these Chapter 11 Cases is attached hereto as **Exhibit B**.

14. Two separate legal entities from NRF, Norton Rose Fulbright LLP and Norton Rose Fulbright Canada LLP, represent Monroe Capital Management Advisors, LLC with respect to matters unrelated to the Debtors. In addition, NRF employs Matt McCabe as an associate attorney. Mr. McCabe was formerly employed by Vinson & Elkins LLP and in that capacity Mr.

McCabe performed services for Monroe Capital Management Advisors, LLC, Monroe Capital Corporation and Monroe Capital Partners Fund, LP (collectively, "Monroe") in connection with their loans to the Debtors. Monroe has consented to NRF's representation of the Committee on the condition that Mr. McCabe be screened from NRF's representation of the Committee and is prohibited from providing any information about his work for Monroe to anyone at NRF representing the Committee. NRF has established the ethical screen requested by Monroe.

15. NRF's representation of the Current Clients will not affect its representation of the Committee in these Chapter 11 Cases, as NRF does not and will not represent any of the Current Clients in matters related to the Debtors.

16. NRF will not represent the Committee in an adversary proceeding or other litigation against any Current Client of NRF without obtaining appropriate waivers where necessary or appropriate. In addition, NRF will not represent any client in any matter involving these Chapter 11 Cases while retained as the Committee's counsel. NRF will notify the United States Trustee of any waivers it receives during the pendency of the Debtors' bankruptcy cases.

FORMER CLIENTS

17. NRF has determined that it has formerly represented certain Former Clients that are listed as Potential Parties in Interest. A list of these Former Clients is attached hereto as **Exhibit C**. Except for the following, each of NRF's representations with the Former Clients was in connection with a matter unrelated to the Debtors or their Chapter 11 Cases.

18. NRF previously represented Richards Memorial Hospital in litigation filed by Saphronia Whaley in the 20th Judicial District Court for Milam County, Texas. The litigation was completed in 2006. In addition, NRF previously represented Richards Memorial Hospital in an employment matter that concluded in 2008.

19. NRF previously represented Richards Memorial Hospital, Little River Healthcare System and Rockdale Hospital District in litigation filed by Dr. Agbolade Odutayo, D.O. in the 20th Judicial District Court for Milam County, Texas. The litigation was completed in 2013.

20. NRF previously represented King's Daughters Hospital on general matters and also a possible joint venture for a long term acute care hospital. The last matter was closed in 2011.

21. NRF previously represented King's Daughters Clinic, P.A. in general matters. The matter was closed in 1998.

OTHER CONNECTIONS TO PARTIES IN INTEREST

22. Numerous attorneys at NRF have personal banking relationships with parties on **Exhibit A**. NRF does not believe that these connections pose a conflict of interest in this matter.

23. In addition, NRF represents a number of law firms as clients in litigation. Accordingly, it is possible that any party in interest to the Debtors' bankruptcy cases may be represented or counseled by one or more of such client law firms, either in the Debtors' matters or in other matters unrelated to the Debtors. Because of the confidentiality of such attorney-client relationships between our client law firms and their own clients, NRF has no practical way of knowing which of its client law firms, if any, have been contacted by parties in interest to the Debtors' bankruptcy cases. Since such potential connections would pose no conflict of interest in this matter, we do not propose to undertake any such investigation absent instructions to do so from the United States Trustee or the Court.

24. Similarly, NRF has represented in the past, and currently represents, a number of international, national, regional, and local accounting firms, and, therefore, it is possible that any party in interest to the Debtors' bankruptcy cases may be served by one or more of such client

accounting firms, either in the Committee's matters or in other matters unrelated to the Committee.

25. As always, our independent representations of other law firms, or of accounting firms, are not connected with, or adverse to, the Committee so far as we have been able to determine, and such representations and connections will not affect NRF's zealous representation of the Committee in these Chapter 11 Cases.

26. In addition, to the best of my knowledge, information, and belief and in accordance with Bankruptcy Rule 5002, neither I nor any attorney at NRF is a relative of the United States Bankruptcy Judge assigned to the Chapter 11 Cases, and NRF does not have a connection with the United States Bankruptcy Judge that would render the Firm's retention in the Chapter 11 Cases improper.⁴

27. Finally, in accordance with Bankruptcy Rule 2014, NRF has no known direct connection to the Office of the United States Trustee for the Western District of Texas. Individual attorneys within NRF have in the past served as bankruptcy trustees appointed by various United States Trustees and have been compensated for such services in accordance with orders of the respective bankruptcy courts presiding over those cases according to law.

SUPPLEMENTAL DISCLOSURES

28. Despite the efforts described above to identify and disclose NRF's connections with parties in interest in these Chapter 11 Cases, because NRF has approximately 1,000 attorneys, and approximately 3,000 attorneys spread across the other members of the Norton Rose Fulbright Verein, NRF is unable to state with absolute certainty that every client representation

⁴ NRF would note that from 1993 to 1995 Michael M. Parker served as briefing attorney for the Honorable Ronald B. King.

or other connection has been disclosed. In this regard, if NRF discovers additional information that requires disclosure, NRF will file a supplemental disclosure with the Court.

**COMPENSATION AND STATEMENT PURSUANT TO SECTIONS 329 & 504
OF THE BANKRUPTCY CODE AND FEDERAL BANKRUPTCY RULE 2016(B)**

29. Subject to the Court's approval, NRF intends to (a) charge for its legal services on an hourly basis in accordance with its ordinary and customary hourly rates, subject to the agreed to ten (10) discount afforded the Committee for this engagement, in effect on the date services are rendered and (b) seek reimbursement of actual and necessary out-of-pocket expenses in connection with the rendition of legal services in accordance with NRF's policies for all clients.⁵ NRF will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of the legal services described in the Application.

30. The fees charged by NRF are based upon hourly rates, which are periodically adjusted in the normal course of the firm's business. Generally, our hourly billing rates for domestic offices range from \$550 to \$1,125 for partners; from \$420 to \$820 for senior associates; from \$475 to \$940 for senior counsel; from \$210 to \$760 for associates; and from \$150 to \$465 for paralegals. Before applying a ten (10) percent discount for this matter per NRF's agreement with the Committee, my current hourly rate for this matter is \$720 per hour. NRF and its professionals will keep track of their billings on a tenth of an hour basis with time charges allocated in accordance with the categories set forth by the Office of the United States Trustee.

31. In addition to the hourly rates set forth above, NRF customarily charges its clients for all reimbursable expenses incurred, including photocopying charges, facsimile transmissions, messengers, courier mail, overtime meals, overtime and late night transportation,

⁵ The hourly rates charged by NRF professionals differ based on, among other things, the professional's level of experience and the rates normally charged in the location of the office in which the professional is resident.

travel, lodging, meal charges for business meetings, postage, printing, transcripts, filing fees, computer research, and similar items.

32. Other than the Committee's agreement to compensate NRF at its regular hourly rates (discounted by ten (10)) percent, and to reimburse NRF for the reasonable and necessary expenses incurred on behalf of the Committee, NRF has not received any promises from the Committee or any other person to compensate or reimburse NRF in connection with the Debtors' Chapter 11 Cases.

33. Neither NRF nor any partners of NRF have divided, paid over, or shared or agreed to divide, pay over, or share, (a) any compensation it or they has or have received or may receive for services rendered or expenses incurred in connection with this case with another party or person (except as among the partners, counsel, and associates of NRF, as described above), or (b) any compensation another party or person has received or may receive for services rendered or expenses incurred in connection with these Chapter 11 Cases.

34. The proposed retention of NRF is not prohibited by or improper under Federal Bankruptcy Rule 5002. NRF and the professionals it employs are qualified to represent the Debtors in the matters for which NRF is proposed to be retained.

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

Dated: September 21, 2018.

/s/ Ryan E. Manns
Ryan E. Manns

EXHIBIT A

(Potential Parties in Interest)

Debtors And Certain Non-Debtor Affiliates

Blackhawk Mangum, LLC
Cantera Way Ventures, LLC
Compass Pointe Holdings, LLC
King's Daughters Pharmacy, LLC
Little River Healthcare - Meridian Surgery Center LLC
Little River Healthcare - Physicians Of King's Daughters, LLC
Little River Healthcare - Sleep Disorder Center, LLC
Little River Healthcare Consulting Holdings, LLC
Little River Healthcare Consulting, LLC
Little River Healthcare Holdings, LLC
Little River Healthcare Management, LLC
Little River Medical Group
Quartz Mountain Healthcare Holdings, LLC
Rockdale Blackhawk, LLC
Snyesource Holdings, LLC
Synesource Management Group, LLC
Timberlands Healthcare, LLC

Debtor Fka/Dbas

Little River Arthritis & Osteoporosis Clinic
Little River Arthritis& Osteoporosis Clinic
Little River Healthcare
Little River Healthcare - Austin Urological
Little River Healthcare - Bastrop Imaging
Little River Healthcare - Brazos Valley Women's Center
Little River Healthcare - Brazos Valley Women's Center
Little River Healthcare - Business Office
Little River Healthcare - Cameron Clinic
Little River Healthcare - Cameron Clinic
Little River Healthcare - Cameron Hospital
Little River Healthcare - Cardiovascular Associates
Little River Healthcare - Central Texas Imaging
Little River Healthcare - Central Texas Pathology
Little River Healthcare - Central Texas Pathology
Little River Healthcare - Central Texas Pathology Laboratory
Little River Healthcare - Central Texas Urology
Little River Healthcare - Central Texas Weight Loss
Little River Healthcare - Central Texas Weight Loss
Little River Healthcare - Chiropractic And Rehabilitation

Little River Healthcare - Chiropractic And Rehabilitation
Little River Healthcare - Cornerstone Medical
Little River Healthcare - Cornerstone Medical
Little River Healthcare - Family Care Center
Little River Healthcare - Family Care Center
Little River Healthcare - Family Health Care Center Of Bastrop
Little River Healthcare - Focus Total Health
Little River Healthcare - Foot And Ankle
Little River Healthcare - Gastroenterology
Little River Healthcare - Georgetown Imaging
Little River Healthcare - Georgetown Orthopedics
Little River Healthcare - Great Oaks Family Practice
Little River Healthcare - Integrative Medical Solutions
Little River Healthcare - Killeen Clinic
Little River Healthcare - King's Daughters Clinic
Little River Healthcare - Manor Cardiology
Little River Healthcare - Manor Clinic
Little River Healthcare - Meridian
Little River Healthcare - Meridian Surgery Center
Little River Healthcare - Neurology
Little River Healthcare - Neurology
Little River Healthcare - Physical Therapy
Little River Healthcare - Physician's Center
Little River Healthcare - Physician's Center
Little River Healthcare - Rehabilitation And Chiropractics
Little River Healthcare - Rettig Family Health Care
Little River Healthcare - Rehabilitation And Chiropractic
Little River Healthcare - River Place Family Medicine
Little River Healthcare - River Place Imaging
Little River Healthcare - River Place Pain
Little River Healthcare - Rockdale
Little River Healthcare - Rockdale Clinic
Little River Healthcare - Round Rock Cardiology
Little River Healthcare - Round Rock Imaging
Little River Healthcare - Salado Medical Center
Little River Healthcare - Salado Medical Clinic
Little River Healthcare - Sleep Disorder Center At Georgetown
Little River Healthcare - Sleep Lab 2 San Antonio, Texas
Little River Healthcare - Sleep Study
Little River Healthcare - Sleep Lab San Antonio
Little River Healthcare - Southern Eye
Little River Healthcare - Southwest Orthopedic Group
Little River Healthcare - Specialty Clinic
Little River Healthcare - Specialty Clinic
Little River Healthcare - Spine And Sports
Little River Healthcare - Spine And Sports

Little River Healthcare - Surgical Associates
Little River Healthcare - Taylor Primary Care
Little River Healthcare - Temple Surgery Center
Little River Healthcare - Temple Surgery Center
Little River Healthcare - Temple Surgery Center
Little River Healthcare - Texas Family Physicians
Little River Healthcare - Timberlands Clinical Diagnostics
Little River Healthcare - Timberlands Hospital
Little River Healthcare - Timberlands Testing
Little River Healthcare - Waco Heart And Vascular
Little River Healthcare - Waco Imaging
Little River Healthcare - Waco Imaging
Little River Healthcare - Westlake Cardiology
Little River Healthcare - Westlake Clinic
Little River Healthcare Bastrop Clinic
Little River Healthcare Central
Texas Urology
Little River Healthcare Central Texas, LLC
Little River Healthcare Family Health Center Of Bastrop
Little River Healthcare -Family Health Center Of Bastrop
Little River Healthcare Pharmacy
Little River Healthcare Spine Program At Harker Heights
Little River Healthcare-Sleep Lab San Antonio
Little River Imaging Center Bastrop
Little River Imaging Center Cedar Park
Little River Imaging Center Georgetown
Little River Medical Center
Little River Medical Clinic
Little River Physicians Hearing Center
Little River Waco Ear Nose And Throat
Little River Waco Ent
Timberlands Clinic
Timberlands Healthcare - Clinical Diagnostics
Timberlands Healthcare - Crockett Clinic
Timberlands Healthcare - Groveton Clinic
Timberlands Healthcare Testing
Timberlands Healthcare Testing
Timberlands Hospital

Secured Bank Lenders

Monroe Capital Management Advisors, LLC
Monroe Capital Corporation
Monroe Capital Partners Fund, LP

Counsel To Secured Lenders

Vinson & Elkins LLP

Holders Of Greater Than 5% Of Equity In The Debtors

Peggy Borgfeld
Jeff And Ashley Madison Management Trust
Ryan Downton

Current And Former Directors And Officers Of Past 3 Years

Jeff Madison
Peggy Borgfeld
Michael R. Lane
Jim Nugent
Kylie Shcherbakov
Curtis Payne
Sheila Lopez
Dr. James Callas
Matt Maxfield
Ryan Downton
Wesley Gilliland
Ben Kohnen
Todd Cook
Andrea Rigali Cunha

Debtors' Professionals

Waller Lansden Dortch & Davis LLP
Epiq Bankruptcy Solutions, LLC
Healthcare Management Partners
Duane Morris
Mcdermott Will & Emery
Law Offices Of Sean Mckenna

Top 30 Unsecured Creditors On A Consolidated Basis

Alcon Laboratories, Inc
Alixpartners Holdings, LLP
American Express 1017
American Realty Cptl Healthcare Trust Ii
Aramark Uniform Service Inc
Ascend Professional Consulting Inc
Bbl, LLC
Central Texas Pathology Laboratory, P.A.
Central Texas Urology

Cerner Corporation
Clinical Pathology Laboratories, Inc.
Computer Programs Ans Systems, Inc
Dml Sleep Diagnostics, LLC
Fujifilm Medical Systems
Ga Hc Reit Ii Temple Mob, LLC
Ge Healthcare #14456
Ge Healthcare Fin Service
Grant Thornton LLP
Hing-Sheung Eugene Fung, M.D., P.A.
Hologic Inc.
Jacobs Marketing, Inc.
Next Level Healthcare Consultants
Outreach Management Solutions, LLC
Pharmerica Hospital Pharmacy
Rev Md Partners, LLC
Sanofi Pasteur
Sci Solutions
Shi International Corp
Theracom, LLC
United Biologics, LLC

Landlords

2:12 Ventures, LLC
4 Points Mob Partners, LLC
511 Oakwood Park, LP
8708 South Congress, Ltd.
Abbott Springs, Ltd.
Alazan, Ltd.
Ameriprem, LLC
Arch Sctemtx01, LLC
Arise Management, LLC
B&O Railroad, LLC
Backus, Russell
Borski Homes, Inc.
Brazos Valley Women's Center Pa
Brownstone Properties -
Capital Partners Financial
Cardiovascular Associates
Central Texas Medical Investments, Ltd.
Central Texas Medical Specialists, Pllc
Central Texas Pathology Laboratory, P.A.
Cgc Southwest Management Services LLC
Cth, Inc. Fka Central Texas Hospital
Darrell R. Pietsch, Md, Pa

Don Quick & Associates
Dr. Robert J. Just, M.D., P.A.
Family Health Center Of Bastrop, Pllc
Ft Round Rock
Fung, Dr Eugene
Ga Hc Reit Ii Temple Mob, LLC
Georgetown Ear Nose & Throat Center, Pa
Great Oaks Family Practice, P.A.
Gss Lakeside Properties, Ltd.
Hamilton Healthcare System
Hh/Killeen Health System, LLC
Hp Waco Sw, LLC
Integrative Medical Solutions, Pllc
Jeffrey D. Rettig, D.O., P.A.
Jeffrey Rettig & Roxie Rettig
Jonathan Sheinberg, Md, Pllc
Just, Robert J.
Just, Robert Md
Jwc Rentals & Property Management
K&E Partners, Ltd.
Kdc Asc Partners, L.P.
Kunkel Commercial Group, Inc.
L&G Investors, Gp
Lane & Cain, LP
Marci A. Roy, Md, Pllc
Melissa Miskell, D.O., P.A.
Michels Properties I, Ltd.
Mike Locklear, M.D.
Miskell Enterprises, LLC
Modspace
New Counterparty
Nhci Of Hillsboro, Inc.
Nielson Family Trust
Old Town Square, LLC
Orthopedic Associates Of
Pena, Ramiro
Phillip Myatt, LLC
Physicians Of King's Daughters, P.A.
Rettig Ranch Holdings, LLC
Richards Hospital, Inc.
Rm Investments
Rockdale Hospital District
Salado Plaza, LLC
Salubria-Leander Series, LLC
South Austin Avenue Professional
Southern Eye Associates

Swanson Realty, Ltd.
Texas Family Physicians
The 620 Oakwood Joint Venture
Todd Lane, LLC
Tri-Bell Properties, Ltd.
Vinson, Thomas, M.D.
Waco Infinity Properties, Ltd.
Waco Otolaryngology Associates, P.A.
Wesley Allen Family LP
Westgate Prof Center Partnership Ltd.
Equity Bastrop Investment, LLC

Utility Providers

Al Clawson Disposal, Inc
Altaworx, LLC
Ambit Energy
Ameren Illinois
American Messaging
Answer Mti
At&T
At&T 7744
At&T Long Distance
At&T Mobility
Atmos
Atmos Energy
Axcede
Baylor Scott And White Healthcare
Century Link
Centurylink
Champion Energy
Charter Communications
City Of Cameron
City Of Georgetown
City Of Groesbeck
City Of Killeen
City Of Rockdale
City Of Temple
City Of Waco Water Office
Comcast
Constellation New Energy, Inc.
Dir (Dept Of Information Res)
Direct Tv
Efax Corporate
Frontier Communications
Grande Communications

Grande Communications Network, Omnia
Highland Recycling & Shredding
J2 Cloud Services, LLC
Map Communications
Masergy
Masergy Communications, Inc
Medical Service Bureau, Inc.
Megapath Inc.
Mitel
Phone Tree
Progressive Waste Solutions Of Tx, Inc
Salado Water Supply Corporation
Spectrum Business
Spok Inc
Stericycle
Stericycle, Inc
Suddenlink
Texas Propane
Time Warner Cable
Triliji Group
Txu Energy
U S Med Disposal Inc.
United Parcel Service
Updox, LLC
Velis4
Verizon Wireless
Zito Media

Taxing Authorities

Albert Uresti, Mpa, Pcc
Arizona Department Of Economic Security
Bastrop County Tax Office
Bell County Tax Appraisal District
Brazos County Tax Office
Comal County Tax Office
Commonwealth Of Kentucky
Comptroller Of Maryland
Dept Of The Treasury
Georgia Department Of Revenue
Greer County Tax Office
Harris County Tax Office
Houston County Tax Office
Illinois Department Of Revenue
Illinois Dept Of Employment Security
Indiana Department Of Revenue

Indiana Dept Of Workforce Development
Kendall Appraisal District
Kentucky Department Of Revenue
Limestone County Tax Office
Louisiana Department Of Revenue
Louisiana Workforce Commission
Mcclennan County Tax Office
Michigan Department Of Treasury
Milam County Tax Office
Mississippi Dept Of Employment Security
Missouri Department Of Labor
Missouri Department Of Revenue
North Carolina Department Of Commerce
North Carolina Department Of Revenue
Ohio Department Of Taxation
Ohio Dept Of Job And Family Services
Oklahoma County Assessor
Oklahoma Employment Security Commission
Oklahoma Tax Commission
Pennsylvania Department Of Revenue
Pennsylvania Dept Of Labor & Industry
South Carolina Department Of
South Carolina Department Of Revenue
State Of Alabama
State Of Arizona
State Of Arkansas
State Of Delaware
State Of Florida
State Of Georgia
State Of Illinois
State Of Maryland
State Of Michigan
State Of Mississippi
State Of New Jersey
State Of Wisconsin
Tennessee Department Of Labor
Texas Comptroller Of Public Accounts
Texas Workforce Commission
The City Of Frederick
Travis County Tax Office
Washington County Treasurer's Office
Williamson County Tax Office

Cash Management Banks

Bbva Compass

Citizens National Bank
Wells Fargo Bank, N.A.
Extraco Bank

Insurance Providers, Brokers, Premium Financers

The Nitsche Group
Affiliated Fm Insurance Company
Argonaut Insurance Company
Bankdirect Capital Finance
Group And Pension Administrators
Metlife
National Fire & Marine
National Union Fire Insurance
Tdc Specialty Insurance Company
Texas Medical Liability Trust
Texas Mutual Insurance Company
Travelers Casualty Ins.
Western Surety Company

Parties To Significant Litigation Matters Involving The Debtors

Abbott Vascular And St. Jude Medical
American Express
Baker, Melissa Et. Al.
Berkeley Assoc Corp DbA Judge Learning
Blue Cross And Blue Shield Of Texas
Dealers Electrical Supply
Horn, Travis
Intermetro Industries Corp
Johnson, Ledona
Jsw Diversified, LLC
Kappa Resources
Mccartney, Charles And Mccartney, Carla
Perry Office Products
Robert P Wills Md Pllc DbA Austin Pain
Steil, Wendy
Tracy County, Et Al.

Lienholders

Amerisourcebergen Drug Corporation
Bbva Compass
Centennial Bank
Colonial Pacific Leasing Corporation
Dell Financial Services L.L.C.

Ge Hfs, LLC
General Electric Capital Corporation
Ibm Credit, LLC
Med One Capital Funding, LLC
Monroe Capital Management Advisors, LLC
Olympus America Inc.
Wells Fargo Bank, N.A.
Wells Fargo Financial Leasing, Inc.
Wells Fargo Vendor Financial Serv, LLC
Xerox Financial Services LLC

Bankruptcy Judges W.D.T.X

Ronald B. King
Craig A. Gargotta
H. Christopher Mott
Tony M. Davis

U.S. Trustee, Austin Division

Henry G. Hobbs, Jr.
Deborah A. Bynum
Di Anna Estrada
Brian Henault
Catherine L. Sughrue
Shane P. Tobin
Valerie Wenger

Exhibit B
(Current Clients)

Abbott Vascular	Currently represent Abbot Labs
Affiliated FM Insurance Company	Current client
Alcon Laboratories	Current client
Alixpartners	Currently representing affiliate of AlixPartners
Ameren Illinois	Currently represent affiliates of Ameren Illinois
American Express	Current client
American Express 1017	Currently representing American Express
American Realty Cptl Healthcare Trust II	Currently representing affiliates of American Realty Cptl Healthcare Trust II
Amerisourcebergen Drug Corporation	Currently representing affiliate of Amerisourcebergen Drug Corporation
Aramark Uniform Service Inc.	Current client
AT&T	Current client
AT&T 7744	Currently represent AT&T
AT&T Long Distance	Currently represent AT&T
AT&T Mobility	Currently represent AT&T
Bastrop County Tax Office	Currently represent affiliates of Bastrop County
Baylor Scott and White Healthcare	Current client
BBVA Compass	Current client
Blue Cross And Blue Shield of Texas	Currently representing affiliate of Blue Cross And Blue Shield of Texas
Citizens National Bank	Currently represent affiliates of Citizens National Bank
Comal County Tax Office	Currently represent Comal County
Comcast	Current client
Constellation New Energy, Inc.	Current client
Dell Financial Services LLC	Current client
Direct TV	Current client
Duane Morris	Current client
Frontier Communications	Current client
Fujifilm Medical Systems	Currently represent affiliates of Fujifilm Medical Systems
GE Healthcare #14456	Currently representing General Electric
GE Healthcare Fin Services	Currently representing General Electric
GE HFS, LLC	Currently representing General Electric
General Electric Capital Corporation	Currently representing General Electric
Grant Thornton	Current client

Harris County Tax Office	Currently represent Harris County
Houston County Tax Office	Currently represent Houston County
IBM Credit, LLC	Current client
McDermott Will & Emery	Current client
MetLife	Current client
Milam County Tax Office	Currently represent Milam County
Mitel	Currently represent affiliate of Mitel
Monroe Capital Management Advisors, LLC	Current client
Olympus America Inc.	Current client
Pharmerica	Currently represent affiliates of Pharmerica. In addition, Pharmerica is a member of the Committee of Unsecured Creditors in the bankruptcy case 4 West Holdings, Inc., Case No. 18-30777-hdh-11, currently pending in the United States Bankruptcy Court for the Northern District of Texas. NRF is counsel to the Committee.
Sanofi Pasteur	Current client
St. Jude Medical	Currently represent St. Jude Medical
Stericycle	Current client
Stericycle, Inc.	Current client
Texas Comptroller of Public Accounts	Current client
Texas Mutual Insurance Company	Current Client
Time Warner Cable	Current client
Travelers Casualty Ins.	Current client
Travis County Tax Office	Currently represent Travis County
TXU Energy	Current client
Verizon Wireless	Current client
Vinson & Elkins	Current client
Waller Lansden Dortch & Davis LLP	Current client
Wells Fargo Bank, N.A.	Current client
Wells Fargo Financial Leasing, Inc.	Currently representing Wells Fargo Bank, N.A.
Wells Fargo Vendor Financial Serv., LLC	Currently representing Wells Fargo Bank, N.A.
Xerox Financial Services LLC	Currently representing affiliates of Xerox Financial Services LLC

Exhibit C
(Former Clients)

Ambit Energy	Former client
Argonaut insurance Company	Former client
Atmos	Previously represented affiliate of Atmos
Atmos Energy	Previously represented affiliate of Atmos Energy
Charter Communications	Former client
City Of Cameron	Former client
City Of Groesbeck	Former client
City Of Temple	Previously represented affiliate of City of Temple
City Of Waco Water Office	Previously represented affiliate of City of Waco Water Office
Clinical Pathology Laboratories	Former client
Dir (Dept Of Information Res)	Former client
Efax Corporate	Previously represented affiliate of Efax Corporate
Extraco Bank	Former client
Grande Communications	Former client
Grande Communications Network, Omnia	Previously represented Grande Communications
Hamilton Healthcare System	Former client
Hologic Inc.	Former client
Intermetro Industries Corp	Former client
J2 Cloud Services, LLC	Previously represented affiliate of J2 Cloud Services, LLC
King's Daughters Pharmacy, LLC	Previously represented King's Daughters Hospital and King's Daughters Clinic, P.A.
Little River Healthcare – Physicians of King's Daughters, LLC	Previously represented King's Daughters Hospital and King's Daughters Clinic, P.A.
Little River Healthcare System	Former Client
Masergy	Former client
Masergy Communications, Inc	Former client
McClennan County Tax Office	Previously represented McClennan County
National Union Fire Insurance	Former client
Progressive Waste Solutions Of TX, Inc.	Previously represented affiliate of Progressive Waste Solutions Of TX, Inc.
Richards Hospital, Inc.	Previously represented Richards Memorial Hospital

Rockdale Hospital District	Former client
Shi International Corp	Former client
State of Arizona	Former Client
State of Wisconsin	Previously represented agency of State of Wisconsin
Texas Medical Liability Trust	Former client
United Parcel Service (UPS)	Former client
Western Surety Company	Former client
Williamson County Tax Office	Previously represented Williamson County

Exhibit C

Engagement Letter

NORTON ROSE FULBRIGHT

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932
United States

September 12, 2018

Direct line +1 214 855 8304
ryan.manns@nortonrosefulbright.com

Attn: Chris Grottenthaler, Chair of the
Official Committee of Unsecured Creditors
for Little River Healthcare Holdings, LLC, *et al.*
6170 Research Road
Suite 211
Frisco, TX 75033

Tel +1 214 855 8000
Fax +1 214 855 8200
nortonrosefulbright.com

RE: Little River Healthcare Holdings, LLC, *et al.*

Dear Mr. Grottenthaler:

This letter confirms that Norton Rose Fulbright US LLP ("Norton Rose Fulbright") will represent the Official Committee of Unsecured Creditors (the "Committee") for Little River Healthcare Holdings, LLC, *et al.* (the "Debtors")¹ in their chapter 11 cases, jointly administered under Case No. 18-60526 (the "Matter"). Our acceptance of this representation (the "Representation") will become effective, *nunc pro tunc* to August 22, 2018, upon the execution and return of this letter by the Committee, by and through you as its chairperson.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an unqualified agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Compass Pointe Holdings, LLC (1142), Little River Healthcare Holdings, LLC (7956), Timberlands Healthcare, LLC (1890), King's Daughters Pharmacy, LLC (7097), Rockdale Blackhawk, LLC (0791), Little River Healthcare - Physicians of King's Daughters, LLC (5264), Cantera Way Ventures, LLC (7815), and Little River Healthcare Management, LLC (6688). The Debtors' mailing address is 1700 Brazos Ave, Rockdale, TX 76567.

25053222.4

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at nortonrosefulbright.com.

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Services to be Provided

In connection with the Representation, we will:

- (a) Assist and advise the Committee in its consultations with the Debtors relative to the administration of the Debtors' cases;
- (b) Attend meetings and negotiate with the representatives of the Debtors and other major stakeholders in the Debtors' cases;
- (c) Assist and advise the Committee in its examination and analysis of the conduct of the Debtors' affairs;
- (d) Assist the Committee in the review, analysis and negotiation of any plans of reorganization that may be filed and assist the Committee in the review, analysis and negotiation of the disclosure statement accompanying any plan of reorganization;
- (e) Take all necessary actions to protect and preserve the interests of the Committee and general unsecured creditors, including (i) the investigation and possible prosecution of actions on their behalf, (ii) if appropriate, negotiations concerning all litigation in which the Debtors are involved, and (iii) if appropriate, review and analysis of claims filed against the Debtors' estates;
- (f) Generally prepare on behalf of the Committee all necessary motions, applications, answers, orders, reports, and papers in support of positions taken by the Committee; and
- (g) Appear, as appropriate, before the Bankruptcy Court, appellate courts and the United States Trustee, and protect the interests of the Committee before those courts and before the United States Trustee.

Our Personnel Who Will Be Working on the Matter

Michael Parker and I will be working on the Matter, and the Committee may call, write, or e-mail either of us whenever the Committee has any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Our Legal Fees and Other Charges

Legal fees and costs are difficult to estimate. Accordingly, we make no commitment concerning the maximum fees and charges that will be necessary to resolve or complete the Representation.

From time to time, we may furnish estimates of legal fees and other charges that we anticipate will be incurred in connection with the Matter. Such estimates are by their nature inexact because of the potential for unforeseeable circumstances; and therefore, our actual fees and other charges may vary from such estimates.

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It is expressly understood that payment of our fees and charges is in no way contingent on the ultimate outcome of the Representation.

Our fees in the Matter will be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation. We will charge for all time spent by such personnel in the Representation in increments of tenths of an hour as required by the Bankruptcy Court and/or the U.S. Trustee. For example, we charge for time spent in the following: telephone and office conferences with clients, representatives of clients, opposing counsel, and others; conferences among our attorneys and legal assistants; factual investigation if needed; legal research; responding to requests from the Committee that we provide information to the Committee, individual members of the Committee, or any auditor or representative of the Committee or any member of the Committee; drafting letters and other documents; and travel, if needed.

Generally, our hourly billing rates for domestic offices range from \$580 to \$1,140 for partners; from \$400 to \$800 for senior associates; from \$445 to \$835 for senior counsel; from \$370 to \$695 for counsel; from \$255 to \$695 for associates; from \$310 to \$500 for patent agents; from \$670 to \$1,180 for of counsel; from \$105 to \$400 for paralegals; and from \$42 to \$435 for practice support. Michael Parker's billable rate is \$795 an hour, my billable rate is \$720 an hour, and Shivani Shah's time bills at \$370 an hour. In accordance with our agreement with the Committee, Norton Rose Fulbright will discount its standard billable rates by ten (10) percent for the Representation. Other lawyers, paralegals, and other personnel may be assigned as necessary to achieve proper staffing. Billing rates for attorneys, paralegals, and other personnel are reviewed annually and generally are revised on November 1 of each year.

Discovery and Data Management Services

Information management, eDiscovery services, and technology support are highly specialized services that may be required in the Representation. Norton Rose Fulbright provides a range of these services in connection with the identification, preservation, collection, review, and production of electronic information. These tasks, services, and costs may become necessary to the Representation and may be required by the nature and volume of electronically stored information that must be organized and accessed to provide effective representation in the Matter and meet discovery obligations imposed by generally applicable rules and case law. Technical and practice support services will be performed by Norton Rose Fulbright attorney and non-attorney personnel.

To provide the Committee with greater predictability and improved management of discovery related expenses, we will assess a per gigabyte data management fee of \$200 per gigabyte per month for data actively managed and stored in Norton Rose Fulbright's litigation technology platforms. The monthly per gigabyte fee will include project management and technical services required to support the implementation and use of Norton Rose Fulbright's litigation technology for data management and document productions during the discovery phase of the case. After the discovery phase of the case is completed, a nominal per gigabyte storage fee of \$25 per gigabyte per month will be assessed in lieu of the data management fee. These per gigabyte charges will be included as line items in the expense section of Norton Rose Fulbright's invoice.

In addition, required litigation technology licenses for non-Norton Rose Fulbright users will be billed at cost. Required electronic document production charges will be billed on a per page or

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per file basis. An allocated cost for hosting on-site document review performed by outside third party contract attorneys will be billed at a rate of \$10 per contract attorney hour worked. These charges will be included as a line item in the expense section of Norton Rose Fulbright's invoice. Costs for third party vendors associated with staging and processing electronic data or other aspects of discovery will be billed at cost, and such third party invoices typically will be sent directly to the Committee for payment.

A limited number of specialized practice support services may be charged on an hourly basis. These hourly services are related to development and implementation of electronic discovery strategies (eDiscovery consultation), management of outside third party platforms, and trial and graphics support. For these hourly services, we strive to assign tasks as appropriate and on a cost effective basis. Hourly billing rates of practice support personnel for these specialized services range from \$100 to \$395 per hour.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any actual or potential conflicts of interest that would bar our firm from representing the Committee in the Matter. Our conflicts analysis has focused on the Debtors, the Debtors' alleged secured lender, and other known interested parties (collectively, the "Analyzed Parties"). Based on our review of the Analyzed Parties and the information available to us now, including the Committee's likely position in any litigation during the Bankruptcy Cases, we are not aware of any disqualification. We have reviewed this issue in accordance with the rules of professional responsibility adopted in Texas. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by the Committee represents an express agreement to the applicability of the Texas rules.

Norton Rose Fulbright represents various of the Debtors' unsecured creditors and/or affiliates thereof (the "Represented Parties") in unrelated transactions (the "Unrelated Representations"). We believe that under applicable Texas law, Norton Rose Fulbright can negotiate on behalf of the Committee with the Represented Parties, notwithstanding these Unrelated Representations, without obtaining waivers. With respect to litigated matters, including any adversary proceeding against the Represented Parties seeking monetary damages, we reserve the right to seek waivers from certain such Represented Parties if we deem it appropriate, and if such waiver is denied, we may require that the Committee retain special conflicts counsel to represent the Committee with respect to such Represented Parties, or we may withdraw from the entire representation in the Matter as set forth below, in which case we will not become adverse to the Committee in such matter.

In a chapter 11 bankruptcy case, the Committee would need to have the option of litigating with the Represented Parties concerning matters arising under the Bankruptcy Code, including plan confirmation under the fair and equitable standard and claim disallowance (collectively, the "Bankruptcy Litigation"). We believe we will be able to engage in Bankruptcy Litigation with the Represented Parties without seeking any further waivers from the Represented Parties. However, if it becomes necessary, Norton Rose Fulbright will seek such waivers from the Represented Parties as Norton Rose Fulbright thinks appropriate or as the Bankruptcy Court may require. The primary method by which Norton Rose Fulbright will seek such waivers is by filing an application to be employed to handle the Representation, disclosing all of the Debtors'

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creditors and interested parties, as well as any Debtor, that we are aware that we represent on unrelated matters after a reasonably thorough search; asserting that such representations do not give Norton Rose Fulbright an interest adverse to the Committee or render Norton Rose Fulbright a non-disinterested person with respect to the Committee; seeking Court authority to hire Norton Rose Fulbright after notice to at least all such creditors and interested parties; and requesting a finding, after an opportunity for a hearing, that any claims of conflict that are, or might have been, asserted by such creditors or interested parties have been either overruled or waived. We reserve the right to notify some creditors or interested parties in advance of such a filing, and in some cases seek actual waivers from them or require the Committee to hire conflicts counsel with respect to them.

If, at any point during our representation of the Committee in the Matter, Norton Rose Fulbright or the Committee concludes that conflict issues will unduly interfere with the Representation, it shall notify the Committee or Norton Rose Fulbright as the case may be, Norton Rose Fulbright will withdraw from the Representation, and the Committee will consent to such withdrawal, and Norton Rose Fulbright agrees that it will not become adverse to the Committee in such matter. In such event, the Committee will pay for work performed up to the date of the actual withdrawal, and Norton Rose Fulbright will assist, as part of our Representation, with orderly transition of the Representation to a new law firm.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Norton Rose Fulbright in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by the Committee and Norton Rose Fulbright. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either the Committee or Norton Rose Fulbright.

Please carefully review this letter and the attached *Additional Terms of Engagement*. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If both documents are acceptable, please sign and return the enclosed copy of this letter, together with the agreed retainer, so that we may commence the Representation.

Very truly yours,



Ryan E. Manns

Official Committee of Unsecured Creditors for Little River Healthcare Holdings, LLC, *et al.*
Agrees to and Accepts this Letter and the Attached Terms of Engagement:

By:



Name: Chris Grottenthaler

Title: Chair, Official Committee of Unsecured Creditors of Little River Healthcare, *et al.*

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Date: 9/11/18

NORTON ROSE FULBRIGHT US LLP

Additional Terms of Engagement

This is a supplement to our attached engagement letter. The purpose of this document is to set out additional terms of our agreement to provide the representation described in our engagement letter (the "Representation") in the Matter (as defined in the attached engagement letter). Because these additional terms of engagement are a part of our agreement to provide legal services, the Committee should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that the Committee retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on the Committee's behalf, Norton Rose Fulbright US LLP agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by the Committee; and (2) keep the Committee reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, the Committee agrees to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect the Committee's future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is our policy and the Committee's agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons or entities. For example, if a corporation, partnership, or other organization is identified as our client in our engagement letter referenced above, we do not represent any related parent companies, subsidiaries, affiliates, employees, officers, directors, shareholders, partners, members, commonly owned corporations or partnerships, or other such persons, entities, or affiliates, whether becoming such by virtue of merger, dissolution, acquisition, or any

other means. Accordingly, it is understood that we may represent another client with interests adverse to any such affiliated or related person or entity without first obtaining consent from the Committee.

It is further agreed that the attorney-client relationship terminates upon our completion of the services for which we have been retained in the Representation.

Who Will Provide the Legal Services

As our engagement letter confirms, Norton Rose Fulbright US LLP will represent the Committee in the Matter. Norton Rose Fulbright US LLP is a registered limited liability partnership under Chapter 152 of the Texas Business Organizations Code.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

Our Relationships With Others

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, it is our policy that the governing rules will be those applicable to the particular office of our firm that prepares the engagement letter for a particular matter. The acceptance by the Committee of our engagement letter constitutes an express agreement with that policy, unless the engagement letter specifically states that some other rules of professional responsibility will govern our attorney-client relationship.

In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel in the Matter may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel in the Matter may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to the Committee in the Matter that is the subject of this engagement or in some other matter.

Communications and Confidentiality

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless the Committee specifically directs us otherwise, we may use unencrypted e-mail sent on the Internet to communicate with the Committee and to send documents we have prepared or reviewed.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which our firm appears as counsel of record for the Committee in publicly available records, we reserve the right to inform others of the fact of our representation of the Committee in the Matter and (if likewise reflected of record in publicly available records) the results obtained, unless the Committee specifically direct otherwise.

Disclaimer

Norton Rose Fulbright US LLP has made no promises or guarantees to the Committee about the outcome of the Representation or the Matter, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, the Committee may, with or without cause, terminate the Representation by notifying us of the Committee's intention to do so. We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. The right of Norton Rose Fulbright US LLP to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct. Further, a failure by the Committee to meet any obligations under these terms of engagement shall entitle Norton Rose Fulbright US LLP to terminate the Representation. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

Termination of the Representation will not affect the Committee's obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter. Further, in the event of termination of the Representation, the Committee will take all steps necessary to release Norton Rose Fulbright US LLP of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter.

Billing Arrangements and Terms of Payment

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges.

Document Retention

At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

Charges for Other Expenses and Services

Typically, our invoices will include amounts, not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying, long-distance telephone calls, travel and conference expenses, messenger deliveries, computerized research, and facsimile and other electronic transmissions. In addition, we reserve the right to send to the Committee for direct payment any invoices delivered to us by others, including experts and any vendors. It is further agreed that we are expressly authorized to retain any consultants, experts, or vendors that are appropriate, in our judgment, during the Representation.

In situations where we can readily determine the exact amount of expenses for products and services provided by third parties to be charged to the Committee's account, our invoices will reflect the cost to us of the products and services. In many situations, however, the precise total cost of providing a product or service is difficult to establish, in which case we will use our professional judgment on the charges to be made for such product or service, which charges may vary from or exceed our direct cost of such product or service. In some situations, we can arrange for ancillary services to be provided by third parties with direct billing to the client. Attached is a copy of our current recharge schedule for expenses and services, which is subject to change from time to time.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available at all of our Texas offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

THE TEXAS LAWYER'S CREED — A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable when hearings, depositions, meetings,

conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

NORTON ROSE FULBRIGHT US LLP
(Dallas)

Expenses and Services Summary

EXPENSE/SERVICE	CHARGE
Binding	\$2.00 per book (Pricing varies in other office locations)
Data Base Research Lexis, Westlaw, Information America	Costs allocated by the firm
Deliveries Overnight/Express Outside Courier In-House Courthouse Messengers	Direct Cost Direct Cost N/A (Pricing varies in other office locations) \$25.00/Hour plus Transportation - Bankruptcy Filings @ \$10.00 per filing (Pricing varies in other office locations)
Document Scanning	\$.12 per page – Direct Cost
Duplicating Photocopy Color photocopy Microfilm/Microfiche Videography (duplication)	\$0.15 per page \$0.85 per page \$0.50 per page \$5.00/tape plus \$20.00/duplication
Electronic Mail (via Internet)	No Charge
Library Research by Library Staff	\$130.00 per hour
Weekend & Late Evening Air Conditioning	N/A (Pricing varies in other office locations)
Postage	Direct Cost on any item or group of items which cost \$1.00 or more
Secretarial Overtime	\$28.00 (Pricing varies in other office locations)
Facsimile (Outgoing)	No charge

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

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Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc. are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at nortonrosefulbright.com.

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<i>EXPENSE/SERVICE</i>	<i>CHARGE</i>
Telephone	
Long Distance (Domestic)	No charge
Long Distance (International)	No charge
	Direct cost
	(Third-party provider's charge -\$0.05 per participant per minute)
File Storage Retrieval	N/A
	(Pricing varies in other office locations)
Transportation	
Mileage (personal automobile)	Applicable IRS allowable rate per mile
Lodging	Direct Cost
Meals	Direct Cost
Car Rental/Airline/Rail/Etc.	Direct Cost
CD-ROM Research	\$30.00 - \$50.00 per Search
	(rate varies based on length of search)
Graphic Arts	\$150.00 - \$175.00 per hour, plus direct cost of supplies
Practice Support	\$200.00 per gigabyte per month
E-Discovery	Direct Cost
Firm hosting of on-site document review performed by outside contract attorneys	\$10.00 per hour