Allan B. Diamond (SBN 05801800)
Stephen T. Loden (SBN 24002489)
Christopher D. Johnson (SBN 24012913)
Diamond McCarthy LLP
909 Fannin, Suite 3700
Houston, Texas 77010
Telephone: (713) 333-5100

J. Gregory Taylor (SBN 19706100)
Mark A. Sales (SBN 17532050)
Drew Jones (SBN 24083269)
Diamond McCarthy LLP
2711 N. Haskell Avenue, Suite 3100
Dallas, Texas 75204
Telephone: (214) 389-5300

COUNSEL TO LEIF M. CLARK, TRUSTEE OF THE EDGEMERE LITIGATION TRUST

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

In re: Northwest Senior Housing Corporation, *et al.*,[1] Debtors.	Chapter 11 Case No. 22-30659 (MVL)
Leif M. Clark, Trustee of the Edgemere Litigation Trust, Plaintiff, v. Intercity Investment Properties, Inc., and Kong Capital, LLC, Defendants.	Adv. No. 22-03040 (MVL)

NOTICE OF SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS AND TO PROVIDE DEPOSITION TESTIMONY TO TAYLOR BANKS

PLEASE TAKE NOTICE that Plaintiff Leif M. Clark, solely in his capacity as Trustee of the Edgemere Litigation Trust, will serve Taylor Banks, Managing Director of the Baupost Group, LLC, [redacted], with the attached subpoena pursuant to

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

Rules 30 and 45 of the Federal Rules of Civil Procedure, as incorporated through Federal Rule of Bankruptcy Procedure 9016, directing Mr. Banks to produce documents for inspection and copying at the offices of Diamond McCarthy LLP, 2711 N. Haskell Avenue, Suite 3100, Dallas, Texas 75204 by **March 15, 2024 at 10:00 a.m. CT** , or at a place and time agreed to by the parties and their counsel, and to appear for an oral and videotaped deposition at the offices of Diamond McCarthy LLP, 2711 N. Haskell Avenue, Suite 3100, Dallas, Texas 75204 on **March 15, 2024 at 10:00 a.m. CT**, or other time agreed to by the parties and their counsel and at a place to be agreed to by the parties and their counsel.

Dated: February 23, 2024

Respectfully submitted,

DIAMOND McCARTHY LLP

/s/ J. Gregory Taylor

Allan B. Diamond (SBN 05801800)
Stephen T. Loden (SBN 24002489)
Christopher D. Johnson (SBN 24012913)
909 Fannin, Suite 3700
Houston, Texas 77010
Telephone: (713) 333-5100
adiamond@diamondmccarthy.com
sloden@diamondmccarthy.com
chris.johnson@diamondmccarthy.com

J. Gregory Taylor (SBN 19706100)
Mark A. Sales (SBN 17532050)
Drew Jones (SBN 24083269)
DIAMOND McCARTHY LLP
2711 N. Haskell Avenue, Suite 3100
Dallas, Texas 75204
Telephone: (214) 389-5300
gtaylor@diamondmccarthy.com
msales@diamondmccarthy.com
drew.jones@diamondmccarthy.com

COUNSEL TO LEIF M. CLARK, SOLELY IN HIS CAPACITY AS THE TRUSTEE OF THE EDGEMERE LITIGATION TRUST

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on February 23, 2024, via the Court's CM/ECF electronic service to all registered parties in this case.

/s/ J. Gregory Taylor

B2560 (Form 2560 – Subpoena to Testify at a Deposition in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

Northern District of Texas

In re Northwest Senior Housing Corporation, et al.
Debtor

Case No. 22-30659 (MVL)

(Complete if issued in an adversary proceeding)

Chapter 11

Leif M. Clark, Trustee of the Edgemere Litigation Trust
Plaintiff
v.
Intercity Investment Properties, Inc., et al.
Defendant

Adv. Proc. No. 22-03040 (MVL)

SUBPOENA TO TESTIFY AT A DEPOSITION IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Taylor Banks, [redacted]
(Name of person to whom the subpoena is directed)

☒ *Testimony*: **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at a deposition to be taken in this bankruptcy case (or adversary proceeding). If you are an organization, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment:

PLACE	DATE AND TIME
Diamond McCarthy LLP 2711 N. Haskell Avenue, Suite 3100 Dallas, TX 75204	March 15, 2024 at 10:00 a.m.

The deposition will be recorded by this method:
Stenographic and video

☒ *Production*: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:
See Exhibit A attached

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 02/23/2024

CLERK OF COURT

OR

_____ /s/ J. Gregory Taylor
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* Leif M. Clark, Trustee, who issues or requests this subpoena, are: J. Gregory Taylor, Diamond McCarthy LLP, 2711 N. Haskell Avenue, Suite 3100, Dallas, Texas 75204; 214-389-5300; gtaylor@diamondmccarthy.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

DEFINITIONS

1. The "Adversary Proceeding" refers to the above-captioned adversary proceeding filed by Edgemere against Landlord and Kong, Adv. No. 22-03040, pending in the United States Bankruptcy Court in the Northern District of Texas – Dallas Division.

2. The "Bankruptcy" refers to Edgemere's Chapter 11 bankruptcy case, styled Northwest Senior Housing Corporation, et al., Case No. 22-30659, currently pending in the United States Bankruptcy Court in the Northern District of Texas – Dallas Division.

3. "Communication" means all forms of verbal or written interaction, including, without limitation, inquiries, discussions, conversations, negotiations, agreements, text messages, understandings, meetings, e-mails, telephone conversations, letters, notes, telegrams, faxes, instant messages on any social media platform or website (including, but not limited to, Facebook and Instagram), virtual meetings via zoom, Microsoft Teams, or any other virtual meeting platform, any posts on any social media platform or website (including, but not limited to, Facebook and Instagram), newspaper and magazine articles and advertisements, but excluding any privileged forms of verbal or written communications.

4. "Document" and "Documents" shall be interpreted in the broadest possible sense and shall mean all written, graphic, electronic, and audio or visually recorded matter of every kind and description, including Communications, however produced or reproduced, whether draft or final, original or reproduction, in the actual or constructive possession, custody or control of the Respondent or of which it can obtain custody or control, including, without limitation: court orders, data compilations, plans, drawings, graphs, charts, deeds, writings, letters, e-mails, correspondence, memoranda, notes, films, photographs, audio recordings, diaries, videos,

voicemails, transcripts, contracts, agreements, covenants, permits, licenses, memoranda or telephone or personal conversations, microfilm, microfiche, telegrams, books, magazines, advertisements, periodicals, bulletins, circulars, pamphlets, statements, notices, reports, laws, resolutions, rules, regulations, directives, computer printouts, teletype messages, Communications, reports, ledgers, books of account, proposals, prospectuses, offers, orders, receipts, working papers, desk calendars, appointment books, time sheets, logs, movies, messages sent via any electronic means, including those via social media, social media posts and/or social media pages, tapes for visual or audio reproduction, recording or materials similar to any of the foregoing, however denominated by Respondent, and within any electronic, paper, or other medium. The terms "Document" or "Documents" also include any copy or copies of each Document if the copy or copies contain any additional matter or are not identical copies of the original. Such terms shall include materials stored in paper, electronically or electromagnetically, electronically stored information, electronic or magnetic data, and all drafts or non-final versions alterations, modifications, and amendments to any of the foregoing. The terms "Document" or "Documents" exclude any privileged materials.

5. "Document Requests" means the Document Requests issued to Respondent, as provided below.

6. "Edgemere" means Northwest Senior Housing Corporation d/b/a Edgemere, including its Representatives, predecessors, successors and assigns.

7. "Inspection" means any and all inspections or walkthroughs of the Property that You attended.

8. "Kong" means Kong Capital, LLC, including its Representatives, predecessors, successors, and assigns.

9. "Landlord" means Intercity Investment Properties, Inc., including its Representatives, predecessors, successors, and assigns.

10. "Lease" means that certain Ground Lease dated on or about November 5, 1999, between Edgemere and Landlord, as may be amended, pursuant to which Edgemere leases the Property from Landlord.

11. "Monument Group" means The Monument Group, LLC (the public relations firm located in Austin, Texas), including its Representatives, predecessors, successors, and assigns.

12. "Person" means an individual, corporation, firm, partnership, limited liability company, proprietorship, joint venture, trust, estate, unincorporated association, other organization, or other entity.

13. "Property" means the real property and improvements located at 8523 Thackery Street, Dallas, Texas 75225, and more particularly described as Lots I thru 7, Block 8/5464 of Prestonville, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 12, Page 83, Map Records, Dallas County, Texas.

14. "Regarding" means involved with, consists of, refers to, pertains to, reflects or is in any way logically, factually, or legally connected with the particular matter discussed.

15. "Relevant Period" means January 1, 2021 through to present.

16. "Representative" means any subsidiary, affiliate, officer, director, agent, employee, investigator, shareholder, member, manager, director, trustee, or beneficiary of any Person, or any other individual or entity, including attorneys, accountants, brokers, listing agents, and consultants, acting or purporting to act on such Person's behalf or under such Person's control or direction. The term "Representative" further includes any agent, employee, or investigator of any of the Persons identified in the previous sentence.

17. The "Restructuring" refers to any effort too improve Edgemere's financial position, whether through modification or reorganization of Edgemere's organizational or capital structure, or otherwise addressing existing liabilities.

18. "You" means Taylor Banks and his Representatives, successors, predecessors, or assigns.

19. "Subpoena" means the Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding) issued and directed to Respondent to which this Exhibit A is attached.

REQUEST FOR ELECTRONICALLY STORED INFORMATION

1. Plaintiff specifically requests that all data that exists in electronic or magnetic form be produced in its native form; that is, in the form in which the information was customarily created, used and stored by the native application employed by the producing party in the ordinary course of business.

2. If it is infeasible to produce an item of responsive ESI in its native form, it may be produced in an agreed-upon near-native form; that is, in a form in which the item can be imported into the native application without a material loss of content, structure or functionality as compared to the native form. Static image production formats serve as near-native alternative only for information items that are natively static images (i.e., photographs and scans of hard-copy documents).

3. The table below supplies examples of agreed-upon native or near-native forms in which specific types of ESI should be produced:

Source ESI	Native or Near-Native Form or Forms Sought
Microsoft Word Documents	.DOC, .DOCX
Microsoft Excel Spreadsheet	.XLS, .XLSX
Microsoft PowerPoint Presentations	.PPT, .PPTX
Microsoft Access Databases	.MDB. ACCDB
WordPerfect documents	.WPD

Adobe Acrobat Documents	.PDF
Photographs	.JPG, .PDF
E-mail	Messages should be produced in a form or forms that readily support import into standard e-mail client programs, that is, the form of production should adhere to the conventions set out in RFC 5322 (internet e-mail standard). For Microsoft Exchange or Outlook messaging, .PST format will suffice. Single message production formats like .MSG or .EML may be furnished, if source foldering data is preserved and produced. For Lotus Notes mail, furnish .NSF files or convert to .PST. If your workflow requires that attachments be extracted and produced separately from transmitting messages, attachments should be produced in their native forms with parent/child relationships to the message and container(s) preserved and produced in a delimited text file.

4. Absent a showing of need, a party shall produce responsive information reports contained in databases through the use of standard reports; that is, reports that can be generated in the ordinary course of business and without specialized programming efforts being those necessary to generate standard reports. All such reports shall be produced in a delimited electronic format preserving field and record structures and names. The parties will meet and confer regarding programmatic database productions as necessary.

5. Information items that are paper documents or that require redaction shall be produced in static image formats scanned at 300 dpi e.g., single-page Group IV.TIFF or multipage PDF images. If an information item contains color, the producing party shall not produce the item in a form that does not display color. The full content of each document will be extracted directly from the native source where feasible or, where infeasible, by optical character recognition (OCR) or other suitable method to a searchable text file produced with the corresponding page image(s) or embedded within the image file. Redactions shall be logged along with other information items withheld on

claims of privilege.

6. The parties shall take reasonable steps to ensure that text extraction methods produce usable, accurate and complete searchable text.

7. Individual information items requiring redaction shall (as feasible) be redacted natively, produced in .PDF format and redacted using the Adobe Acrobat redaction feature or redacted and produced in a format that does not serve to downgrade the ability to electronically search the unredacted portions of the item. Bates identifiers should be endorsed on the lower right corner of all images, but not so as to obscure content.

8. Upon a showing of need, a producing party shall make a reasonable effort to locate and produce the native counterpart(s) of any unredacted .PDF or .TIF document produced. The parties agree to meet and confer regarding production of any such documents. This provision shall not serve to require a producing party to reveal redacted content.

9. Except as set out in this protocol, a party need not produce identical information items in more than one form and shall globally de-duplicate identical items across custodians using each documents' unique MD5 has value. The content, metadata and utility of an information item shall be considered in determining whether information items are identical, and items reflecting different information shall not be deemed identical.

INSTRUCTIONS

1. These instructions relating to the Subpoena and the Document Requests set forth below are to be construed in a manner consistent with the law and not in any manner abridging the rights and privileges of Edgemere under the law.

2. No one or more of the Document Requests shall be deemed to in any way limit the scope of any of the other Document Requests, except as required by law.

3. Whenever appropriate, words in the singular number include the plural and, in the plural, include the singular. Any pronoun includes the masculine, feminine and neuter genders, as it is appropriate in each case. "And" as well as "or" will be construed either disjunctively or conjunctively as necessary to bring within the scope of a request contained in the Document Requests any information that might otherwise be construed to be outside its scope.

4. Unless otherwise stated or obvious from the context, the relevant time frame for producing Documents pursuant to the Document Requests herein Relates to the periods of time from January 1, 2021 to the present.

5. Each of the Document Requests is to be considered as continuing, and any further and supplemental response must be made hereto, and served upon counsel for Edgemere, from time to time, if any, when any additional Documents responsive to the Subpoena and Document Requests become known to Respondent subsequent to the service of Respondent's response to the Subpoena and Document Requests upon Edgemere pursuant to the Federal Rules of Bankruptcy Procedure and the Federal Rules of Civil Procedure.

6. If Respondent objects to any of the Document Requests, Respondent shall state the specific ground for the objection. If a privilege is alleged as to any Document or Documents requested, fully identify the Document or Documents for which the privilege is asserted and explain in detail the grounds of such privilege; without limitation, such identification and explanation shall set forth at least the following:

(a) The name(s) of the sender(s) of the Document or the Persons to the Communication;
(b) The name(s) of the author(s) of the Document;
(c) The name(s) of the Person to whom copies were sent or that Person who was present during any part of the Communication;
(d) The position or job title of every Person named in (a), (b) and (c) above;
(e) The date of the Document;
(f) The date on which the Document was received by the Person having possession of

the Document;

(g) A brief description of the nature and subject matter of the Document; and

(h) The statute, rule or decision that is claimed to give rise to the privilege.

Respondent will set forth the foregoing information in a written privilege log to be produced to Debtors.

7. If Respondent makes an objection to any of the Document Requests or a request is otherwise not answered in full, Respondent shall identify the specific portion of the Document Request to which they object and provide all Documents called for by that portion of the request to which Respondent did not object.

8. Whenever the production of a Document is required, and such Document has been previously identified and produced in response to another request contained in the Document Requests, it will be sufficient to identify such previously set forth Document, the particular request in which it was previously identified as responsive and the particularly relevant portion thereof. If a Document is identified and produced in response to more than one request, produce the Document only once.

9. In producing Documents, Respondent is requested to furnish all Documents and things in Respondent's possession, custody, or control, or known or available to it.

10. In producing Documents, Respondent is requested to produce the original of each Document requested together with all non-identical copies and drafts of that Document.

11. Any comment, notation, or marking appearing on any Document, and not a part of the original, is to be considered a separate Document, and any draft, preliminary form or superseded version of any Document is also to be considered a separate Document.

12. All Documents should be produced in the same order as they are kept or maintained.

13. All Documents should be produced in the file, folder, envelope, or other container in which

the Documents are kept or maintained. If for any reason the container cannot be produced, please produce copies of all labels or other identifying markings.

14. Documents attached to each other must not be separated.

DOCUMENT REQUESTS

1. All Documents and Communications that You sent or received during the Relevant Period Regarding Edgemere.

2. All Documents and Communications that You sent or received during the Relevant Period Regarding the Property.

3. All Documents and Communications that You sent or received during the Relevant Period Regarding the Lease.

4. All Documents and Communications that You sent or received during the Relevant Period Regarding the Bankruptcy.

5. All Documents and Communications that You sent or received during the Relevant Period Regarding the Adversary Proceeding.

6. All Documents and Communications that You sent or received during the Relevant Period Regarding any Restructuring.

7. All Documents and Communications Regarding any Inspection or proposed Inspection of the Property during the Relevant Period.

8. All Documents and Communications Regarding any proposal by Kong to acquire an ownership interest in the Property or the Lease during the Relevant Period.

9. All Documents and Communications during the Relevant Period Regarding any proposal by Kong that would replace Edgemere as the operator of the Property.

10. All Documents and Communications during the Relevant Period Regarding any proposal by Kong to lease the Property from the Landlord.

11. All Documents and Communications during the Relevant Period Regarding any agreement or proposed agreement between Kong and the Landlord Regarding the Property.

12. All Documents and Communications during the Relevant Period Regarding any agreement or proposed agreement between Kong and the Landlord Regarding the Lease.

13. All Documents and Communications during the Relevant Period Regarding Kong's solicitation of Your interest in financing or investing in any proposal Regarding Edgemere, the

Property, or the Lease, including any investment memoranda, underwriting requests, or underwriting materials.

14. All Documents and Communications Regarding any valuation of the Property, Edgemere, or the Lease during the Relevant Period.

15. All Documents and Communications Regarding Edgemere's operations at the Property during the Relevant Period.

16. All Documents and Communications Regarding Edgemere's performance of its Lease obligations during the Relevant Period.

17. All Documents and Communications Regarding the Landlord's performance of its Lease obligations during the Relevant Period.

18. All Documents and Communications Regarding any capital expenditure Regarding Edgemere, the Property, or the Lease during the Relevant Period.

19. All Documents and Communications Regarding any projected cash flow Regarding Edgemere, the Property, or the Lease during the Relevant Period.

20. All Documents and Communications that You received from Kong regarding Edgemere, the Property, or the Lease during the Relevant Period.

21. All Documents and Communications that You received from the Landlord regarding Edgemere, the Property, or the Lease during the Relevant Period.

22. All Documents and Communications Regarding Edgemere's entrance-fee model during the Relevant Period.

23. All Documents and Communications Regarding any proposal to change Edgemere's entrance-fee model to a rental model during the Relevant Period.

24. All non-disclosure agreements or similar instruments that You executed Regarding Edgemere, the Property, or the Lease during the Relevant Period.

25. All Documents or Communications in Your possession, custody, or control Regarding Edgemere, the Property, the Lease, the Bankruptcy, or the Adversary Proceeding during the Relevant Period.

26. All Documents and Communications sent to or received from Monument Group (including but not limited to its partner Travis Thomas) during the Relevant Period regarding Edgemere, the Property, the Lease, the Bankruptcy, the Adversary Proceeding, or the Restructuring during the Relevant Time Period.