



950 Echo Lane, Suite 300
Houston, Texas 77024

Telephone 713-869-9200
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March ____, 2026

ENGAGEMENT AGREEMENT

Printed Name

Printed Name

Address: _____

Email address: _____

Telephone: _____

Estimated amount of Entrance Fees and other Amounts That May be Owed to you by the Buckingham: \$ _____ (only an estimate)

Re: Representation in Claims Against UMB Bank, N.A. and other matters in the bankruptcy case of *In re: Buckingham Senior Living Community, Inc.*, case number 25-80595 pending in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division

Ladies and Gentlemen:

The purpose of this letter is to set forth our understanding and agreement pursuant to which our law firm, Baker & Associates (the "Firm" or "B&A"), has agreed to represent you ("you") in the bankruptcy case described above for the matters described herein and matters related thereto.

Scope of Engagement

The scope of our engagement is as follows:

You are engaging the Firm to represent you to pursue claims against UMB Bank, N.A. (“UMB”) the lender at the Buckingham Senior Living Community, Inc. (the “Buckingham”) for funds from the sale of the Buckingham or other places, for priority as set forth in the Motion to Determine Standing or, Alternatively, for Order Granting Standing to Pursue Claims (the “Motion”). You understand and agree that the Firm is authorized to pursue the alleged claims for you and others similarly situated against UMB and possibly others. You also understand that the Firm will be representing other individuals or estates with similar claims, and you specifically agree that the Firm may represent other individuals in this matter that are similarly situated.

The claims you have or may have against the Buckingham and/or UMB are based on payments made to the Buckingham for amounts designated as “entrance fees” and other upfront costs to move into, renew, or for a new lease at the Buckingham (collectively, the “entrance fees”) and the promises or representations made to you regarding such entrance fee amounts. You may have claims against the Buckingham or UMB for the return of part of such entrance fee amounts upon a move out, death, or other event.

You understand and agree that the representation is limited to you and others who sign letters of representation for similar claims or causes of action. Further, the obligations of the Firm are specifically limited to the scope of engagement set forth herein and nothing else. If you desire that the Firm provide other representation, then you must request such further representation in writing and the Firm must agree in writing to such further representation.

Compensation

The Firm has agreed to represent you and others in the matters described herein on a contingency fee basis based upon your recovery as described herein. You will not be charged any fees for services based on an hourly fee unless you specifically agree in writing with the Firm. This agreement has no provisions for you to pay any hourly fees to the Firm. The Firm reserves the right to assign lawyers and other personnel of its choice to your matter, and to determine the conduct of the representation.

The Firm is not and will not take a contingency percentage amount from the \$7,400,000 for the UCC and the \$12,000,000 to be paid by Focus Healthcare. The Firm will only get funds from any recovery. Any payments to the Firm will only be made from recoveries for you and others as residents or former residents.

In consideration of the services contemplated hereby, the Firm will receive the Firm Contingency Percentage (as hereinafter defined) of the Excess Gross Sums Recovered (as defined

below). For the claims included in this agreement, the Firm Contingency Percentage shall be thirty percent (30%) of the Excess Gross Sums Recovered under, or related to, the above referenced matter by you, your affiliates, or any agent or representative of you, and such amount shall increase to thirty-five percent (35%) of the Excess Gross Sums Recovered if a matter or case is settled, resolved or adjudicated after a notice of appeal has been given or filed; *provided, however*, that if the total number of clients of the Firm for this matter is greater than thirty (30), then the percentages shall be reduced to twenty percent (20%) and twenty-five percent (25%), and *further provided* that if the total number of clients of the Firm is greater than sixty (60), then the Firm Contingency Percentage shall be reduced to fifteen percent (15%) and twenty percent (20%). The Firm Contingency Percentage shall be calculated for all clients as a group depending on the number of clients. The Firm will notify you if its total clients exceed thirty and if its total clients exceed sixty. After determination of the Firm Contingency Percentage and the amount to be paid to the Firm, the Firm will be entitled to be reimbursed its expenses from the funds to be distributed to you.¹

The “Excess Gross Sums Recovered” shall be the amounts recovered by the Firm to be distributed or paid to you and the other clients of the Firm on this matter in *excess* of the following amounts: (i) the allocable share for current and former residents of approximately \$7,400,000 to be set aside for all unsecured creditors, which includes trade vendors, and (ii) \$12,000,000 for the Rent Rebate Fund to be paid by Focus Healthcare. Under the current structure, the UCC, with court approval will determine who is paid and how much is to be paid from the \$7,400,000 allocated to the UCC. Focus is to determine the amounts to be paid when you and other residents sign a new lease with Focus. The “Excess Gross Sums Recovered” will be determined based, in part, on the amounts allocated to you and the residents from the \$7,400,000 and the \$12,000,000 Rent Rebate Fund.

The Firm acknowledges that the UCC has obtained agreements from UMB to pay approximately \$7,400,000 to be set aside for all the unsecured creditors from the sales proceeds and also acknowledges that Focus has agreed to pay approximately \$12,000,000 to residents of the Buckingham that sign a new lease and stay at the Buckingham for at least 12 months under the Rent Rebate Fund.

¹ As an example, if the Excess Gross Sums Recovered is \$100,000 and the Firm has over 60 clients, then the Firm will get \$15,000. From the remaining \$85,000, the Firm will be reimbursed its expenses and the remaining amount will be distributed to you based on your pro-rata share. Your pro-rata share will be a fraction of which the numerator will be your allowed claim to be paid to you and the denominator will be the allowed claim amount to be paid to all clients of the Firm in this matter.

Expenses

From any recovery of Excess Gross Sums Recovered, you are obligated to pay all reasonable out-of-pocket expenses which the Firm incurs on your behalf (which includes without limitation) court costs, filing fees, certified mailing fees, deposition charges, expert witness fees, long distance telephone, messenger service, overtime secretarial or staff services, overtime or working meals, travel expenses, parking, use of local counsel, cost of investigation and computerized research, or other costs advanced by the Firm. If the Firm is successful, the Firm will also bill you a reasonable charge for copying and faxing of documents performed on its premises by its personnel. You also agree to reimburse for any fines, costs or fees asserted or assessed against the Firm and its members as a result of action that the Firm and its members were directed to take by you or which were taken in the good faith belief that such action was in your best interest. These costs will be billed and noted separately on our invoice. All of the foregoing are called, "Firm Expenses." **Your obligation to reimburse the Firm for the Firm Expenses shall be only from and to the extent of your portion of the Excess Gross Sums Recovered, as set forth in this Agreement.**

Billing Mechanics and Matters

The fees to be paid to the Firm are based on the recovery in this matter. Therefore, the Firm may not keep daily records of the time in this case. The Firm does not send invoices on a regular basis in contingency fee cases. In this matter, no invoices are expected to be sent for the services but only for expenses incurred if and only if the Firm is successful. The Firm may provide you with a statement setting forth, in reasonable detail, all advances for the above-mentioned expenses. At the conclusion of the matter or case, the Firm will provide a summary of the recovery, if any, the fees to be paid on a contingency basis and the expenses to be paid from the recovery.

Since the Firm anticipates that it will represent multiple clients in this matter or case, the Firm will have to make a determination as to the division of the recovery and the expenses to be reimbursed from the recovery based on your original entrance fee claim as approved by the Debtor. Such determination shall be binding on all parties to this agreement or any similar agreement for the same matters.

If you receive a check or funds in payment of a settlement, judgment or otherwise, you agree that after receipt of the check, you will endorse the check to the Firm, transmit it to the Firm and the Firm will promptly make payment as herein provided.

Withdrawal by Firm

The Firm may withdraw from its representation of you in this matter at any time for any reason including, but not limited to, (i) if the Firm determines that a conflict of interest has arisen as a result of its representation of you; (ii) if you insist that the Firm engage in conduct contrary to

the best judgment or advice of the Firm; (iii) if you fail to meet your obligations to the Firm under this agreement, including without limitation, payment obligations or requirements to provide documents or information to the Firm; (iv) if a disagreement arises as to how the Firm should manage the litigation, bankruptcy case or an adversary proceeding, or (v) if the relationship between you and the Firm reaches a status that the Firm does not believe continuing representation is effective or warranted. You specifically agree to this and, by execution hereof, authorize us to represent to any court, should any litigation then be pending, the fact of and your acquiescence in our withdrawal. Additionally, in this regard, you agree to execute any and all documents required by the court evidencing your consent to our withdrawal as your counsel. Our withdrawal shall not affect the amounts owed hereunder, however.

Client Discharge

You may request that we cease our representation of you at any time by notifying the Firm in writing or, if necessary, filing a motion to terminate our engagement with the court and notifying the Firm in writing. If no lawsuit or case is pending in a court, then you may terminate our engagement by notifying the Firm in writing.

If you elect to terminate this agreement after ten (10) business days of the bankruptcy court ruling on the motions to allow standing (currently set for hearing on March 25, 2026, dockets 284, 285, and 286), the Firm will be entitled to receive reasonable compensation for all of its services rendered and reimbursement of its expenses any fees and expenses made, pursuant to the provisions hereof based on the contingency fee provisions; provided that any fees or expenses owed to the Firm will only be required to be paid if you obtain or receive funds in excess of the amounts that you may currently receive under the proposed claims against the Debtor, UMB and the sale of the Buckingham. *If you do not receive any Excess Gross Sums Recovered under the transactions with the Debtor, UMB and the sale of the Buckingham, then you will not owe any further amounts to the Firm.*

Disclosures - Please Review Carefully

The Firm has informed you that there is no guaranty that the representation will be successful. The Firm cannot and does not guaranty any results or outcomes.

There will be hearings and possibly meetings with counsel for the Debtor and other parties. The Firm may attend the hearings and meetings but to properly protect your interests, the attendance at all hearings and meetings may not be necessary. The Firm will act in its reasonable judgment on the actions needed. If you request that the Firm attend all hearings and meetings, please understand that the fees will be higher. The Firm will request a written instruction to attend all hearings and meetings.

The Firm will be representing clients who are currently residents and clients who are not residents but are associated with former residents who have not gotten refunds.

Review of Agreement and Understanding of Agreement

You acknowledge that you have had sufficient and ample opportunity to fully review this agreement, you have had opportunities to ask questions and you acknowledge that you understand and agree to this agreement. You have been provided with sufficient information to make an informed decision.

Associated Counsel and Referral of Case

The Firm anticipates working with the firm of Smith & Smith on this matter. Steve Smith is an attorney with Smith & Smith along with Mary Smith. You authorize the Firm to work with Smith & Smith as co-counsel on these matters. The Firm also may consult with or engage other counsel not a part of the Firm to assist in the matters herein. Such counsel is sometimes referred to in this agreement as “associated counsel.” The division of work between the Firm and associated counsel will be determined in the discretion of the Firm. Associated counsel shall be paid under the terms of this agreement. You authorize the Firm to disclose, review and discuss your matters and case and your privileged information with other attorneys who the Firm is considering engaging as associated counsel.

If the Firm desires to retain associated counsel, the Firm will obtain your approval in advance if the Firm may seek reimburse or payment to the associated counsel from you. If no payment for the associated counsel is to be requested from you, the Firm may engage associated counsel without your consent.

Communications by Email

The Firm may communicate with you by email and such communication shall be considered written communications. Communications by email shall be to the person who executes this agreement at the email address designated by such person. You shall inform the Firm immediately upon any change in the person to receive emails or the email address or account. **If you do not get emails, please advise the Firm. The Firm will communicate with you otherwise.**

Miscellaneous

The Firm has entered into an “of counsel” relationship with various attorneys who may from time to time perform services for the Firm's clients. These attorneys are full members of the Firm

but are neither partners nor associates. In such cases, you will be billed for services performed for you by such persons as if they were a partner or associate of the Firm as the Firm deems appropriate.

We intend to do our best to represent you in the above-described matter. Of course, however, you understand that no promises or guarantees as to the outcome of the case could or would be made.

This agreement shall be construed in accordance with the laws of the State of Texas and all obligations of the parties are performable in Harris County, Texas. The agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

In case any one or more of the provisions contained in this agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal or unenforceable provision does not exist.

This agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

If this letter meets with your understanding of our agreement concerning our Firm's representation of you in this matter, please sign in the place indicated below on the enclosed copy of this letter and return it to our office. By signing this letter, you are fully authorizing our Firm to obtain any records relevant to our representation of you in this matter. See Exhibit "A" attached hereto for a very important notification from the State Bar of Texas.

This agreement may be executed in multiple counterparts.

Yours truly,



Reese W. Baker, for the Firm

Contacts at the Firm:

Reese Baker	713-979-2251	
Stephanie del Toro	713-979-2255	Office manager
Nicole Bates	713-979-2265	Paralegal
Gabby Martinez	979-402-0267	Paralegal

The following signature indicates an acceptance of the terms of this engagement. It also is a representation that Exhibits A and B hereto have been read.

Client Signature

Client name- Printed

Client Signature

Client name- Printed

EXHIBIT "A"

Notice to Clients

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys.

Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of the General Counsel will provide you with information about how to file a complaint.

For more information, please call 1 (800) 932-1900. This is a toll-free phone call.

EXHIBIT "B"

**BAKER & ASSOCIATES
FEE/RATE SCHEDULE**

Attorneys

Reese W. Baker	RWB	\$595
Sonya Kapp	SK	\$475
Nikie Marie Lopez-Pagan	NL	\$525

Paralegals

Harrison Camp	HC	\$150
Nicole Bates	NB	\$175
Stephanie Del Toro	SDT	\$135
Jennifer Gutierrez	JG	\$135
Maria Jimenez	MJ	\$150
Gabby Martinez	GM	\$150
Susanne Taylor	ST	\$175

Rates are subject to periodic adjustments and new attorneys or paralegals.