

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:

MIDWEST CHRISTIAN VILLAGES, INC.
et al.,¹

Debtors.

Chapter 11

Case No. 24-42473-659
(Joint Administration Requested)

Hearing Date: July 17, 2024
Hearing Time: 2:00 p.m. (CT)
Hearing Location: Courtroom 7 North

DEBTORS' APPLICATION FOR APPOINTMENT OF
KURTZMAN CARSON CONSULTANTS, LLC D/B/A VERITA GLOBAL
AS CLAIMS AND NOTICING AGENT AND ADMINISTRATIVE ADVISOR,
EFFECTIVE AS OF THE PETITION DATE

The above-captioned debtors and debtors-in-possession (the "Debtors"), by and through their proposed counsel, respectfully represent as follows in support of this application (the "Application"):

RELIEF REQUESTED

1. By this Application, the Debtors seek entry of an order pursuant to sections 105(a) and 327 of title 11 of the United States Code (the "Bankruptcy Code"), section 156(c) of title 28

¹ The address of the Debtors headquarters is 2 Cityplace Dr, Suite 200, Saint Louis, MO 63141-7390. The last four digits of the Debtors' federal tax identification numbers are: (i) Midwest Christian Villages, Inc. [5009], (ii) Hickory Point Christian Village, Inc. [7659], (iii) Lewis Memorial Christian Village [3104], (iv) Senior Care Pharmacy Services, LLC [1176], (v) New Horizons PACE MO, LLC [4745], (vi) Risen Son Christian Village [9738], (vii) Spring River Christian Village, Inc. [1462], (viii) Christian Homes, Inc. [1562], (ix) Crown Point Christian Village, Inc. [4614], (x) Hoosier Christian Village, Inc. [3749], (xi) Johnson Christian Village Care Center, LLC [8262], (xii) River Birch Christian Village, LLC [7232], (xiii) Washington Village Estates, LLC [9088], (xiv) Christian Horizons Living, LLC [4871], (xv) Wabash Christian Therapy and Medical Clinic, LLC [2894], (xvi) Wabash Christian Village Apartments, LLC [8352], (xvii) Wabash Estates, LLC [8743], (xviii) Safe Haven Hospice, LLC [6886], (xix) Heartland Christian Village, LLC [0196], (xx) Midwest Senior Ministries, Inc. [3401] and (xxi) Shawnee Christian Nursing Center, LLC [0068].



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of the United States Code, rules 2002, 2014(a), and 2016 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”), and rule 2014(A) of the Local Rules of Bankruptcy Procedure for the Eastern District of Missouri (and together with the Procedures Manual and Chapter 11 Guidelines accompanying the Local Rules, collectively, the “Local Rules”), for (i) authority to retain and employ Kurtzman Carson Consultants, LLC d/b/a Verita Global (“Verita”) as claims, ballot, and noticing agent (the “Claims and Noticing Agent”) and administrative advisor (the “Administrative Advisor”) in these chapter 11 cases effective as of the Petition Date and in accordance with the terms and conditions set forth in the engagement agreement dated as of July 10, 2024 (the “Engagement Agreement”)² and (ii) approval of the terms of Verita’s employment and retention, including the fee and expense structure and the indemnification and reimbursement provisions set forth in the Engagement Agreement. The retention and employment of Verita, and any payments made or to be made by the Debtors in connection with the retention and employment of Verita, shall be in compliance with and shall be subject to the budget attached as Exhibit 1 (as may be amended, modified, or supplemented, the “DIP Budget”) to the *Interim Order (1) Authorizing Debtors in Possession to Obtain Post-Petition Financing; (2) Authorizing Debtors in Possession to Use Cash Collateral; (3) Providing Adequate Protection; (4) Granting Liens, Security Interests and Superpriority Claims; and (5) Scheduling a Final Hearing* (the “Interim DIP Order”), the Interim DIP Order itself and any subsequent final order, and shall be subject to all rights and interests granted to UMB Bank, N.A. as DIP Lender.

2. In support of this Application, the Debtors submit the declaration of Evan Gershbein, an Executive Vice President at Verita (the “Gershbein Declaration”), annexed hereto as **Exhibit A**. A copy of the Engagement Agreement is annexed hereto as **Exhibit B**.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Engagement Agreement.

BACKGROUND

3. On July 16, 2024 (the “Petition Date”), the Debtors filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code.

1. The Debtors continue in the operation and management of their business as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

2. No trustee, examiner or official committee has been appointed in these chapter 11 cases.

3. Simultaneously with the filing of this Motion, the Debtors filed the *Declaration of Kathleen (Kate) Bertram in Support of the Debtors’ Chapter 11 Petition and First Day Motions* (the “First Day Declaration”). As described in more detail in the First Day Declaration, the Debtors operate a mix of independent, assisted, and supportive living skilled nursing campuses in 10 locations across the Midwest, serving over 1,000 residents.

4. The Debtors filed Chapter 11 cases to pursue one or more going concern sales and/or going concern affiliates for each of their facilities.

JURISDICTION AND VENUE

5. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

QUALIFICATIONS OF VERITA

6. The Debtors propose to engage Verita to act as the Debtors’ Claims and Noticing Agent. In that capacity, Verita will transmit, receive, docket and maintain proofs of claim filed in connection with these chapter 11 cases. This retention will expedite the distribution of notices and the processing of claims, and the Office of the Clerk of the United States Bankruptcy Court for the

Eastern District of Missouri (the “Clerk’s Office”) will be relieved of the administrative burden of processing what may be an overwhelming number of claims.

7. Verita is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, solicitation, balloting, and other related services critical to the effective administration of chapter 11 cases. Verita comprises leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita has developed efficient and cost-effective methods to handle properly the voluminous mailings associated with the noticing, claims processing and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders and all parties in interest. Further, Verita will work with the Clerk’s Office to ensure that such methodology conforms with all of the Court’s procedures, the Local Rules, and the provisions of any orders entered by this Court.

8. Verita has substantial experience in matters of this size and complexity and has acted as the official claims, ballot and noticing agent in many large chapter 11 cases. Verita’s professionals have acted as official Claims and Noticing and/or Administrative Advisor in many large bankruptcy cases in various districts nationwide. *See, e.g., In re Briggs & Stratton Corp., et al.*, Case No. 20-43597-399 (Bankr. E.D.Mo. Aug. 20, 2020); *In re Supply Source Enterprises, Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky’s Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Zachry Holdings, Inc. et al.*, Case No. 24-90377 (MI) (Bankr. S.D. Tex. May 21, 2024); *In re Amalgam Liquidation, LLC, et al. (f/k/a Anagram Holdings, LLC, et al.)*, Case No 23-90901 (MI) (Bankr. S.D. Tex. Nov. 8, 2023); *In re*

Wesco Aircraft Holdings, Inc., et al., Case No. 23-90611 (DRJ) (Bankr. S.D. Tex. Jun. 1, 2023); *In re Voyager Aviation Holdings, LLC et al.*, Case No. 23-11177 (Bankr. S.D.N.Y. Sep. 19, 2023); *In re Pareteum Corp., et al.*, Case No. 22-10615 (Bankr. S.D.N.Y. Jul. 13, 2022); *In re Garrett Motion Inc., et al.*, Case No. 20-12212 (Bankr. S.D.N.Y. Sep. 20, 2020); *In re Avianca Holdings S.A., et al.*, Case No. 20-11133 (Bankr. S.D.N.Y. May 10, 2020).

9. The Debtors have obtained and reviewed engagement proposals from three other well-respected claims, ballot and noticing agents commonly retained in large chapter 11 cases to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Verita's rates are competitive and reasonable given Verita's quality of services and expertise. Accordingly, the Debtors submit that appointing Verita as the Claims and Noticing Agent is appropriate here.

SERVICES PROVIDED BY VERITA

10. This Application pertains to the work to be performed by Verita under § 327(a) of the Bankruptcy Code and under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c).

11. Pursuant to the Engagement Agreement, Verita will perform the following tasks in its role as Claims and Noticing Agent, pursuant to 28 U.S.C. § 156(c), as well as all quality control relating thereto:

General Administrative Duties

- a. maintain a copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors, known creditors, and the amounts owed thereto;
- b. maintain (i) a list of all potential creditors, equity holders, and other parties in interest, and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k), and those parties that have filed a notice of appearance to Bankruptcy Rule 9010; and file with the Court an updated creditor matrix along with a memorandum describing any change(s) thereto, in accordance with Rule 1009 of the Local Rules;

- c. monitor the Court's docket for all: (i) notices of appearance; (ii) address changes; and (iii) claims-related pleadings and orders filed, and make, as directed by the Clerk's Office, notations on and/or changes to the applicable Claims Register(s) and any service or mailing lists, including identifying and eliminating duplicative names and addresses from such lists;
- d. assist in the dissemination of information to the public and respond to requests for administrative information regarding these chapter 11 cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- e. comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements.

Claims Functions

- a. maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- b. process all proofs of claims received within five (5) business days, including those received by the Clerk; electronically file with the Clerk all proofs of claim that Verita has received or will receive, noting the claim number assigned by the Court; reconcile its records with the Court for all claims received to date for each case; and if the time deadline cannot be met due to volume or unforeseen circumstances, promptly notify the Clerk;
- c. electronically file all proofs of claim that Verita has received or will receive in these cases, using the Court's ECF System as instructed by the Clerk. Upon receipt of a proof of claim or a transfer of claim, Verita shall stamp the receipt date and time on the document before filing it with the Court. The Clerk need not physically transfer any claim that she receives electronically to Verita. The Clerk may, by using Verita's overnight express account, transmit to Verita any paper proof of claim that she receives. Verita shall not accept any proofs of claim electronically or provide any access to the public on its website to electronically file the proofs of claims;
- d. maintain a duplicate claims register for each Debtor (collectively, the "Claims Registers"); and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the address for payment, if different from the notice address; (v) the amount asserted; (vi) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); (vii)

the applicable Debtor against which the claim is filed; and (viii) any disposition of the claim;

- e. periodically audit the claims information to assure the Clerk's Office that the claims information is being appropriately and accurately recorded in the Claims Register(s), allow the Clerk's Office to independently audit the claims information during regular business hours, and allow the Clerk's Office to inspect Verita's premises at any time during regular business hours;
- f. maintain a publicly accessible copy of the claims filed in these cases. Verita shall not unilaterally remove or alter any incorrect names or addresses from the claims register or mailing lists but shall file with the Court an updated creditor matrix along with a memorandum describing any change(s) thereto in accordance with Local Rule of Bankruptcy Procedure 1009 and pay any requisite fee;
- g. implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- h. at least seven (7) days before entry of an order closing these chapter 11 cases, reconcile all proofs of claim with the Court;
- i. with prior approval of the Clerk, at the close of these chapter 11 cases, address the destruction of proofs of claim as instructed by the Clerk.

Noticing Functions

- a. assist the Debtors with the preparation and distribution of all required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules in the form and manner directed by the Debtors and/or the Court, including: (i) notice of the commencement of these chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code; (ii) notice of any claims bar date; (iii) notices of transfers of claims; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of hearings on motions filed by the Office of the United States Trustee for the Eastern District of Missouri (the "United States Trustee"); (vi) notices of any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d); (vii) notice of the effective date of any plan; and (viii) all other notices, orders, pleadings, publications and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases;

- b. serve notice of the commencement of these cases and the initial 11 U.S.C. § 341 meeting of the creditors using the current Official Form 309F notice as modified by the Court. Verita shall obtain this form notice from the Clerk without the Clerk's consent;
- c. furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Clerk and the Court, and notify said potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be affected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors; Any claims bar date notice and customized proof of claim form, if any, must be approved by the Court prior to being issued by Verita;
- d. for all notices, motions, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk a certificate of service within seven days of service, which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- e. if these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's Office within three days of notice to Verita of entry of the order converting these chapter 11 cases; any
- f. any contrary provision in the Application notwithstanding, and unless otherwise ordered by the Court, serve any document that Verita is required to serve pursuant to this Order, the Application, and/or the Engagement Agreement within three (3) business days of the document being entered on the Court's docket. Verita shall file a certificate of service for any such document within seven (7) business days of the document being served. Notice of any hearing that Verita is required to serve pursuant to this Order must be served within three (3) business days of the hearing being set. Verita shall file a certificate of service for any notice within seven (7) of notice being served.

Case Closing

- g. thirty (30) days prior to the close of these chapter 11 cases, to the extent practicable, Verita shall request that the Debtors submit to the Court a proposed order dismissing Verita as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases; and

- h. at the close of these chapter 11 cases, Verita shall seek permission of the Clerk to destroy any paper proofs of claim still in its possession that it has received in these cases and that have previously been filed with the Court. Verita shall file with the Court a certificate of destruction specifying the method of destruction, the date of destruction, and any reference number or other relevant information for the destruction of the paper proofs of claim.as directed by the Clerk’s Office, identify and correct any incomplete or incorrect addresses in any mailing or service lists;

12. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Verita.

13. The Debtors seek to retain Verita, pursuant to 11 U.S.C. § 327(a) to perform the following services as Administrative Advisor (the “Administrative Services”):

- a. assisting with, among other things, the preparation of the Debtors’ schedules of assets and liabilities, schedules of executory contracts and unexpired leases and statements of financial affairs;
- b. assisting with, among other things, solicitation, balloting, tabulation and calculation of votes, as well as preparing any appropriate reports required in furtherance of confirmation of any chapter 11 plan;
- c. generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results for any chapter 11 plan(s) in the chapter 11 cases;
- d. generating, providing and assisting with claims objections, exhibits, claims reconciliation and related matters; and
- e. providing such other claims processing, noticing, solicitation, balloting and administrative services as may be requested by the Debtors from time to time.

14. Verita will follow the notice, claims, solicitation and balloting procedures that conform to the guidelines promulgated by the Clerk, the Judicial Conference of the United States and as may be entered by the Court’s order.

PROFESSIONAL COMPENSATION

15. The Debtors request that the undisputed fees and expenses incurred by Verita in the performance of the above-listed services provided pursuant to 28 U.S.C. § 156(c) be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid, subject to and in accordance with the DIP Budget, Interim DIP Order and any subsequent final order, in the ordinary course of business pursuant to the Engagement Agreement without further application to or other of the Court. Verita agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and to serve monthly invoices on (i) the Debtors; (ii) the United States Trustee; (iii) counsel for the Debtors; (iv) counsel for any official committee monitoring the expenses of the Debtors; and (v) any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

16. For the above-referenced services provided pursuant to section 327(a) of the Bankruptcy Code, Verita will seek compensation in accordance with and will file interim and final fee applications for allowance of its compensation and expenses pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Notwithstanding herein to the contrary, any payments made or to be made by the Debtors under this Application or any order granting the relief herein shall be in compliance with and subject to the DIP Budget, the Interim DIP Order, and any related final order, and the terms and conditions of any other debtor in possession financing and/or cash collateral agreement, document, or order.

17. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of \$35,000. Verita seeks to first apply the retainer to all prepetition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

INDEMNIFICATION

18. As part of the overall compensation to Verita under the terms of the Engagement Agreement, the Debtors have agreed to certain indemnification obligations. The Engagement Agreement provides that Debtors will indemnify, defend and hold harmless Verita and its affiliates, members, directors, officers, employees, consultants, subcontractors and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Verita's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Retention Order. Both the Debtors and Verita believe that such an indemnification obligation is customary, reasonable and necessary to retain the services of a Claims and Noticing Agent in these chapter 11 cases.

NO DUPLICATION OF SERVICES

19. The Debtors intend that the services of Verita will complement, and not duplicate, the services being rendered by other professionals retained in these chapter 11 cases. Verita understands that the Debtors have retained and may retain additional professionals during the term of the engagement, and Verita will work cooperatively with such professionals to integrate any work conducted by the professionals on behalf of the Debtors.

DISINTERESTEDNESS

20. The Debtors have many creditors, and accordingly, Verita may have rendered and may continue to render services to certain of these creditors. Verita has not and will not represent the separate interests of any such creditor in connection with these cases. Verita may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as claims, ballot and noticing agent for another chapter 11 debtor or as a class action settlement administrator.

21. Verita has reviewed its electronic database to determine whether it has any relationships with certain material creditors and parties in interest identified by the Debtors, and, to the best of the Debtors' knowledge, information and belief, and except as disclosed in the Gershbein Declaration, Verita has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

22. To the best of the Debtors' knowledge, Verita is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b), as Verita represents in the Gershbein Declaration, among other things, that:

- a. Verita is not a creditor of the Debtors;
- b. Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent and Administrative Advisor in these chapter 11 cases;
- c. By accepting employment in these chapter 11 cases, Verita waives its right to receive any compensation from the United States government in connection with these chapter 11 cases;
- d. In its capacity as Claims and Noticing Agent and Administrative Advisor in these chapter 11 cases, Verita will not be an agent of the United States and will not act on behalf of the United States;

- e. Verita will not employ any past or present employees of the Debtors in connection with its work as Claims and Noticing Agent and Administrative Advisor in these chapter 11 cases;
 - f. Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
 - g. In its capacity as Claims and Noticing Agent and Administrative Advisor in these chapter 11 cases, Verita will not intentionally misrepresent any fact to any person;
 - h. In its capacity as Claims and Noticing Agent in these chapter 11 cases, Verita shall be under the supervision and control of the Clerk’s Office with respect to the receipt and recordation of claims and claim transfers;
 - i. In its capacity as Claims and Noticing Agent in these chapter 11 cases, Verita will comply with all requests of the Clerk’s Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
 - j. None of the services provided by Verita as Claims and Noticing Agent and Administrative Advisor in these chapter 11 cases shall be at the expense of the Clerk’s Office.
23. Verita will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

RELIEF REQUESTED SHOULD BE GRANTED

24. Section 156(c) of title 28 of the United States Code empowers the Court to utilize outside agents and facilities for notice, claims and other administrative purposes, provided that the Debtors’ estates pay the cost of such services. Section 156(c) states:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

25. Moreover, section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out of [debtor]'s duties under the title.

11 U.S.C. § 327(a).

26. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, and proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

27. The Debtors' selection of Verita to act as the Claims and Noticing Agent and Administrative Advisor is appropriate under the circumstances and in the best interest of the Debtors' estates. The Debtors submit, based on all engagement proposals obtained and reviewed from other Claims and Noticing Agents, that Verita's rates are competitive and reasonable given Verita's quality of services and expertise. The terms of Verita's retention are set forth in the Engagement Agreement.

28. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that these chapter 11 cases will involve several thousands of potential creditors and other parties in interest and, thus, likely will impose heavy administrative burdens upon the Clerk's Office. In view of the anticipated number of creditors and the complexity of the Debtors' business, the Debtors submit that the appointment of Verita: (i) will relieve the Debtors, the Court and the

Clerk's Office of substantial administrative burdens and/or related costs; (ii) expedite the service of notices and pleadings; (iii) streamline the claims administration and vote solicitation and tabulation processes; and (iv) otherwise promote the efficient administration of these cases. For the foregoing reasons, Debtors submit that the appointment of a claims and noticing agent is both necessary and in the best interests of both the Debtors' estates and their creditors.

29. Courts in this District and others have approved similar relief in other chapter 11 cases. *See, e.g., In re Foresight Energy LP, et al.*, No. 20-41308-659 (KAS) (Bankr. E.D. Mo. Apr. 7, 2020) [Docket No. 249] (granting order to retain claims and noticing agent and administrative advisor); *In re Payless Holdings LLC, et al.*, No. 19-40883-659 (KAS) (Bankr. E.D. Mo. Mar. 15, 2019) [Docket No. 572] (granting order to retain claims and noticing agent and administrative advisor); *In re Payless Holdings LLC, et al.*, No. 17-42267-659 (KAS) (Bankr. E.D. Mo. Apr. 17, 2017) [Docket No. 237] (granting order to retain claims and noticing agent); *In re Peabody Energy Corporation, et al.*, No. 16-42529-399 (BSS) (Bankr. E.D. Mo. Apr. 20, 2016) [Docket No. 215] (granting order to retain Verita as claims and noticing agent); *In re Noranda Aluminum, Inc.*, No. 16-10083 (BAS) (Bankr. E.D. Mo. Feb. 12, 2016) [Docket No. 116] (granting order to retain and employ claims and noticing agent and administrative advisor); *In re Arch Coal, Inc.*, No. 16-40120 (CER) (Bankr. E.D. Mo. Jan. 15, 2016) [Docket No. 102] (granting order to retain claims and noticing agent); *In re Bakers Footwear Grp., Inc.*, No. 12-49658 (CER) (Bankr. E.D. Mo. Oct. 9, 2012) [Docket No. 74] (granting order to retain claims and noticing agent); *In re Falcon Prods., Inc.*, No. 05-41108 (BSS) (Bankr. E.D. Mo. Mar. 10, 2005) [Docket No. 255] (granting order to retain and employ Verita as claims and noticing agent); *accord In re Alpha Natural Res., Inc.*, No. 15-33896 (KRH) (Bankr. E.D. Va. Aug. 5, 2015) [Docket No. 93] (granting order to retain and employ Verita as claims and noticing agent).

NO PREVIOUS REQUEST

30. No previous application for the relief sought herein has been made to this or any other Court.

NOTICE

31. This Motion and notice of this Motion will be served respectively on Master Service List No. 1 (dated July 16, 2024) and Master Notice List No. 1 (dated July 16, 2024). Notice of this Motion and any order entered hereon will be served in accordance with Local Rule 9013-3(A)(1). The Debtors submit that, under the circumstances, no other or further notice is required.

WHEREFORE, the Debtors respectfully request entry of an order granting the relief requested herein, together with such other and further relief as the Court deems just and proper.

Dated: July 16, 2024
St. Louis, Missouri

Respectfully submitted,

MIDWEST CHRISTIAN VILLAGES, INC.
(on behalf of itself and its debtor and debtor in
possession affiliates)

/s/ *Kathleen Bertram*

Kathleen Bertram
Chief Executive Officer

EXHIBIT A

Gershbein Declaration

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:

**MIDWEST CHRISTIAN VILLAGES, INC.
et al.,¹**

Debtors.

Chapter 11

Case No. 24-42473-659

(Joint Administration Requested)

**DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF
DEBTORS' APPLICATION FOR APPOINTMENT OF
KURTZMAN CARSON CONSULTANTS, LLC D/B/A VERITA GLOBAL
AS CLAIMS AND NOTICING AGENT AND ADMINISTRATIVE ADVISOR,
EFFECTIVE AS OF THE PETITION DATE**

I, Evan Gershbein, under penalty of perjury, declare as follows:

1. I am an Executive Vice President of Kurtzman Carson Consultants, LLC d/b/a Verita Global ("Verita"), a company specializing in the administration of large bankruptcy cases. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

¹ The address of the Debtors headquarters is 2 Cityplace Dr, Suite 200, Saint Louis, MO 63141-7390. The last four digits of the Debtors' federal tax identification numbers are: (i) Midwest Christian Villages, Inc. [5009], (ii) Hickory Point Christian Village, Inc. [7659], (iii) Lewis Memorial Christian Village [3104], (iv) Senior Care Pharmacy Services, LLC [1176], (v) New Horizons PACE MO, LLC [4745], (vi) Risen Son Christian Village [9738], (vii) Spring River Christian Village, Inc. [1462], (viii) Christian Homes, Inc. [1562], (ix) Crown Point Christian Village, Inc. [4614], (x) Hoosier Christian Village, Inc. [3749], (xi) Johnson Christian Village Care Center, LLC [8262], (xii) River Birch Christian Village, LLC [7232], (xiii) Washington Village Estates, LLC [9088], (xiv) Christian Horizons Living, LLC [4871], (xv) Wabash Christian Therapy and Medical Clinic, LLC [2894], (xvi) Wabash Christian Village Apartments, LLC [8352], (xvii) Wabash Estates, LLC [8743], (xviii) Safe Haven Hospice, LLC [6886], (xix) Heartland Christian Village, LLC [0196], (xx) Midwest Senior Ministries, Inc. [3401] and (xxi) Shawnee Christian Nursing Center, LLC [0068].

2. This declaration (the “Declaration”) is made in support of the *Debtors’ Application for Appointment of Kurtzman Carson Consultants, LLC d/b/a as Verita Global as Claims and Noticing Agent and Administrative Advisor as of the Petition Date* (the “Application”).²

3. Verita is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, balloting and other related services critical to the effective administration of chapter 11 cases. Verita comprises leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita has developed efficient and cost-effective methods to handle properly the voluminous mailings associated with the noticing, claims processing and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders and all parties in interest. Further, Verita will work with the Clerk’s Office to ensure that such methodology conforms to all of the Court’s procedures, the Local Rules and the provisions of any orders entered by this Court.

4. Verita has substantial experience in matters of this size and complexity and has acted as the official claims, ballot and noticing agent in many large chapter 11 cases. Verita’s professionals have acted as official Claims and Noticing and/or Administrative Advisor in many large bankruptcy cases in various districts nationwide. *See, e.g., In re Briggs & Stratton Corp., et al.*, Case No. 20-43597-399 (Bankr. E.D.Mo. Aug. 20, 2020); *In re Supply Source Enterprises, Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky’s Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Zachry Holdings, Inc. et al.*, Case

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Application.

No. 24-90377 (MI) (Bankr. S.D. Tex. May 21, 2024); *In re Amalgam Liquidation, LLC, et al.* (f/k/a *Anagram Holdings, LLC, et al.*), Case No 23-90901 (MI) (Bankr. S.D. Tex. Nov. 8, 2023); *In re Wesco Aircraft Holdings, Inc., et al.*, Case No. 23-90611 (DRJ) (Bankr. S.D. Tex. Jun. 1, 2023); *In re Voyager Aviation Holdings, LLC et al.*, Case No. 23-11177 (Bankr. S.D.N.Y. Sep. 19, 2023); *In re Pareteum Corp., et al.*, Case No. 22-10615 (Bankr. S.D.N.Y. Jul. 13, 2022); *In re Garrett Motion Inc., et al.*, Case No. 20-12212 (Bankr. S.D.N.Y. Sep. 20, 2020); *In re Avianca Holdings S.A., et al.*, Case No. 20-11133 (Bankr. S.D.N.Y. May 10, 2020). The Debtors seek to engage Verita to provide certain noticing, claims processing, balloting, and administration services as set forth in the Application. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Verita will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the “Clerk’s Office”), the services specified in the Application and the Engagement Agreement and, at the Debtors’ request, any related administrative, technical and support services as specified in the Application and the Engagement Agreement. Moreover, Verita will perform such services pursuant to 11 U.S.C. § 327(a) as specified in the Application and the Engagement Agreement. In performing such services, Verita will charge the Debtors the rates set forth in the Engagement Agreement, which is attached as **Exhibit B** to the Application. The proposed compensation arrangement is consistent with, and typical of, arrangements of Verita and its competitor firms to provide claims, ballot, and noticing agent services, and administrative services in chapter 11 cases.

Verita’s Disinterestedness

5. Verita represents, among other things, the following:
 - a. Verita is not a creditor of the Debtors;
 - b. Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent and Administrative Advisor in these chapter 11 cases;

- c. By accepting employment in these chapter 11 cases, Verita waives its right to receive any compensation from the United States government in connection with these chapter 11 cases;
- d. In its capacity as Claims and Noticing Agent and Administrative Advisor in these chapter 11 cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
- e. Verita will not employ any past or present employees of the Debtors in connection with its work as Claims and Noticing Agent and Administrative Advisor in these chapter 11 cases;
- f. Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- g. In its capacity as Claims and Noticing Agent and Administrative Advisor in these chapter 11 cases, Verita will not intentionally misrepresent any fact to any person;
- h. In its capacity as Claims and Noticing Agent in these chapter 11 cases, Verita shall be under the supervision and control of the Clerk’s Office with respect to the receipt and recordation of claims and claim transfers;
- i. In its capacity as Claims and Noticing Agent in these chapter 11 cases, Verita will comply with all requests of the Clerk’s Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. None of the services provided by Verita as Claims and Noticing Agent and Administrative Advisor in these chapter 11 cases shall be at the expense of the Clerk’s Office.

6. In accordance with section 327 of the Bankruptcy Code and Bankruptcy Rule 2014, I caused to be submitted for review by our conflicts system the names of certain material creditors and parties in interest in these chapter 11 cases identified by the Debtors (the “Potential Parties in Interest”). The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. At this time, and as set forth in further detail herein, Verita is not aware of any relationship that would present a disqualifying conflict of interest. Should Verita discover any

new relevant facts or relationships bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to file promptly a supplemental declaration.

7. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Verita nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. Verita may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as Claims and Noticing Agent and/or Administrative Advisor for another chapter 11 debtor.

8. Verita has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, Verita has and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtors' chapter 11 cases in matters unrelated to these cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

9. Verita and its personnel in their individual capacities regularly utilize the services of law firms, accounting firms and financial advisors. Such firms engaged by Verita or its personnel may appear in chapter 11 cases representing the Debtor or parties in interest. All engagements where such firms represent Verita or its personnel in their individual capacities are unrelated to these chapter 11 cases.

10. From time to time, Verita partners or employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds and other types of investment funds (the "Investment Funds"), through which such individuals indirectly acquire a

debt or equity security of many companies, often without Verita's or its personnel's knowledge. Each Verita employee generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund and has no influence over the Investment Fund's decision to buy, sell or vote any particular security. The Investment Fund is generally operated as a blind pool, meaning that when the Verita partners or employees make an investment in the Investment Fund, he, she or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

11. From time to time, Verita employees may personally directly acquire a debt or equity security of a company. Verita has a policy prohibiting its partners and employees from using confidential information that may come to their attention in the course of their work. In this regard, all Verita employees are barred from trading in securities with respect to which they possess confidential information.

12. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("GCP") indirectly acquired a controlling equity interest in Verita (the "Acquisition"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("JPMIM"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "Board") of Verita's ultimate parent company, KCC Parent LLC ("Parent"). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns KCC Topco LLC, which in turn wholly owns Verita. One representative of JPMIM

is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

13. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita's parent entities, affiliates, and subsidiaries and (ii) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections.


14. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

15. To the best of my knowledge, neither Verita nor any of its employees represents any interest materially adverse to the Debtors' estates with respect to any matter upon which Verita is to be engaged. Based on the foregoing, I believe that Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

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

Dated: July 16, 2024
El Segundo, CA

By:


Evan Gershbein

Executive Vice President

EXHIBIT B

Engagement Agreement



VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 10th day of July 2024, between Midwest Christian Villages, Inc. (together with its affiliates and subsidiaries, the "Company"),¹ and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, "Verita"). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "Verita Fee Structure").

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, that if any such increase exceeds 15%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$35,000.00 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11

VERITA AGREEMENT FOR SERVICES

Filing, Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita’s performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by Verita under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days’ written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days’ written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term “Cause” means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company’s reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to

VERITA AGREEMENT FOR SERVICES

maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with



VERITA AGREEMENT FOR SERVICES

respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:



VERITA AGREEMENT FOR SERVICES

KCC/Verita Global, LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@veritaglobal.com

Midwest Christian Villages, Inc.
2 Cityplace Dr., Suite 200
Saint Louis, MO 63141-7390
Attn: Kate Bertram, President and Kenna Hudson,
Controller
Tel:
Fax:

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.



VERITA AGREEMENT FOR SERVICES

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

DocuSigned by:

Evan J. Gershbein

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BY: Evan Gershbein

DATE: 10-Jul-2024 | 3:07:45 PM EDT

TITLE: EVP, Corporate Restructuring Services

Midwest Christian Villages, Inc.

Kate Bertram

7/10/2024

BY: Kate Bertram

DATE:

TITLE: President