

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re:

MIDWEST CHRISTIAN VILLAGES, INC.  
*et al.*,<sup>1</sup>

Debtors.

Chapter 11

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

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

**DEBTORS' APPLICATION PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b) TO  
(I) RETAIN HEALTHCARE MANAGEMENT PARTNERS, LLC TO PROVIDE THE  
DEBTORS A CHIEF RESTRUCTURING OFFICER, RESTRUCTURING OFFICERS,  
AND CERTAIN ADDITIONAL PERSONNEL AND (II) DESIGNATE SHAWN  
O'CONNER AS CHIEF RESTRUCTURING OFFICER AND SCOTT PHILLIPS AND  
ZACH ROWE AS RESTRUCTURING OFFICERS FOR THE DEBTORS,  
EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors-in-possession (the "Debtors"), by and through their proposed counsel, submit this application (the "Application") for entry of an order, pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the "Bankruptcy Code") authorizing the Debtors to (i) retain Healthcare Management Partners, LLC ("HMP") to provide the Debtors with a Chief Restructuring Officer ("CRO"), Restructuring Officers ("RO"), and

<sup>1</sup> 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].



certain Additional Personnel (as defined below) and (ii) designate Shawn O’Conner as the Debtors’ CRO and Scott Phillips and Zach Rowe as ROs, effective as of the Petition Date (as defined below). In support of this Application, the Debtors rely on the Declaration of Shawn O’Conner (the “O’Conner Declaration”), attached hereto as **Exhibit A**, and respectfully state as follows:

### **JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the Eastern District of Missouri (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).

2. The statutory predicates for the relief sought herein are sections 105(a) and 363(b) of the Bankruptcy Code.

### **BACKGROUND**

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

4. 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.

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

6. 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.

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

8. Shawn O’Conner will serve as the CRO to assist the Debtors with their business operations and their chapter 11 cases. Additionally, HMP will provide additional employees (“Additional Personnel” and, collectively with the CRO and the ROs, the “Engagement Personnel”) as necessary to assist the CRO and ROs in the execution of the duties set forth herein.

#### **RETENTION OF HMP**

9. In consideration of the size and complexity of their business, as well as the exigencies of the circumstances, the Debtors have determined that the services of experienced restructuring managers will substantially enhance their attempts to maximize the value of their estates. The Engagement Personnel are well qualified to act on the Debtors’ behalf given their extensive knowledge and expertise with respect to chapter 11 proceedings.

10. HMP a turnaround and consulting firm that specializes in assisting healthcare organizations experiencing current, or anticipated financial challenges navigate their way to positive outcomes. HMP’s professionals have provided strategic advice to debtors in numerous chapter 11 cases of similar size and complexity as these chapter 11 cases. For example, HMP has provided restructuring management services in numerous cases, including, but not limited to: *Green Valley Hospital, LLC*, United States Bankruptcy Court, District Arizona, Case No. 4:17-bk-03353-SHG; *Central Iowa Healthcare*, United States Bankruptcy Court, Southern District Iowa, Case No.: 16-02438-11; *HealthPlus Pharmacy, Inc.*, United States Bankruptcy Court, Central District California, Case No.: 13-10487; *Natchez Regional Medical Center*, United States

Bankruptcy Court, Southern District Mississippi, Case No.: 09-00477; *Erickson Retirement Communities*, United States Bankruptcy Court, Northern District Texas, Case No.: 09-37010; *Integra Hospital Plano, LLC et al.*, United States Bankruptcy Court, Eastern District Texas, Case No.: 08-42998; *Century City Doctors Hospital, LLC*, United States Bankruptcy Court, Central District California, Case No.: 08-23318; *Ascend Healthcare, Inc.*, United States Bankruptcy Court, Middle District Tennessee, Case No.: 08-11614; *Physicians & Surgeons Hospital Group*, United States Bankruptcy Court, Northern District Mississippi, Case No.: 07-12967; *Doctors Hospital 1997, LP*, United States Bankruptcy Court, Southern District Texas, Case No.: 05-35291.

11. Shawn O'Conner has more than a decade of experience in healthcare leadership. He has served as a Chief Executive Officer, Chief Business Development Officer, Senior Vice President of Operations, Regional Vice President of Operations, Regional Financial Controller, Director of Special Projects, and Licensed Nursing Home Administrator with experience across 10+ states. He has extensive experience in leading and directing operations in both single-site communities and multisite operations. His experience includes leadership development, strategic planning, business development, financial forecasting, and revenue growth.

12. Scott Phillips has significant experience with investor-owned healthcare service providers. Scott has executive level experience with mergers, acquisitions, and turnaround situations, including restructuring in bankruptcy. In all of his many healthcare provider turnaround assignments, he has successfully designed and implemented plans that simultaneously added patient volume and revenues while conserving cash and reducing unit costs. Scott has expert knowledge of the bankruptcy process as well as its implications and obligations on an operating provider of healthcare services.

13. Zach Rowe is a seasoned healthcare finance professional with over 15 years of industry experience. Zach's experience spans across the entire healthcare spectrum but includes mergers and acquisitions, corporate infrastructure design, cash flow models, debt covenants, bankruptcy & out-of-court settlements, section 363 sales, unsecured creditors' committee, and financial systems integration. He led the financial side of several healthcare restructuring engagements including chapter 11 cases from the debtor and creditor perspective, interim CFO for a physician practice, and transaction advisory services.

14. The Debtors have selected HMP as their restructuring advisor because of HMP's experience and reputation for providing advisory and crisis management services in large, complex chapter 11 cases such as those listed above. In addition, HMP is familiar with the Debtors' businesses, financial affairs and capital structure. HMP first began providing restructuring and advisory consulting to the Debtors with respect to the matters described herein in May 2024. The Debtors and HMP entered into that certain turnaround management engagement letter (the "Engagement Letter") on July 16, 2024. A copy of the Engagement Letter is attached hereto as **Exhibit B.**

### **SCOPE OF SERVICES**

15. Subject to the Court's approval, the Debtors propose (i) to retain HMP, (ii) to designate Shawn O'Conner as CRO and Scott Phillips and Zach Rowe as ROs, and (iii) to allow HMP to provide the Additional Personnel on the terms and conditions set forth in the Engagement Letter,<sup>2</sup> except as otherwise explicitly set forth herein or in any order granting this Application.

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<sup>2</sup> The summaries of the Engagement Letter contained in this Application are provided for purposes of convenience only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter shall control unless otherwise set forth herein. Capitalized terms used in such summaries but not otherwise defined herein shall have the meanings set forth in the Engagement Letter.

16. Among other things, the Engagement Personnel will support the Debtors by providing the following services:

- a. Optimize Enterprise Value of the Company – Work closely with the President and the Company’s outside advisors to maximize the enterprise value of the Company and facilitate its sale or affiliation at the highest possible market valuation consistent with its duties to its creditors, mission, and values.
- b. Weekly Cash flow – Manage and update a regularly updated 13-week cash flow projection and manage liquidity of the Company.
- c. Revenue Enhancements – Develop and assist in implementing a plan to maximize volume and rates at each location specific to the market level of care.
- d. Expense Reductions – Assist in the identification and implementation of cost reduction and operational improvement opportunities, including discretionary spending monitoring.
- e. Workforce Development – Assist in the implementation of a recruitment and retention plan.
- f. Corporate Staff Management – Provide leadership and supervisory authority over those positions and departments that are designated as reporting to HMP, as agreed between the Board, President and HMP.
- g. Strategic Planning – Assist other Company engaged professionals in developing, for the Board’s review, possible restructuring plans or strategic alternatives for maximizing the enterprise value of the Company’s various business lines.
- h. Stakeholder Communication – Assist other Company engaged professionals in developing, for the Board’s review, possible restructuring plans or strategic alternatives for maximizing the enterprise value of the Company’s various business lines.
- i. Sales & Marketing Strategy – Work with the Company to implement a new sales and marketing plan.
- j. Operational Support – Provide management with relevant information to make decisions to best position the organization for success, including facility level regulatory and clinical support.

- k. Financial Reporting – Review of the Company’s financial information that has been, and that will be, provided by the Company to its creditors, including without limitation its short and long-term projected cash flows and operating performance.
- l. Oversee Financial Close Process – Assume the responsibility of the financial close process, managing and assisting the Controller of the Company as needed.
- m. Manage Creditor Relationships – Communicate and manage expectations with creditors including trade vendors.
- n. Revenue Cycle Management – Provide additional oversight over the revenue cycle and system implementations of PCC, if necessary.
- o. Manage Financial Operations Performance – Provide additional oversight over the revenue cycle and system implementations of PCC, if necessary.
- p. Bankruptcy Schedules – Assist with all required bankruptcy schedules and help identify and negotiate with critical vendors.
- q. Monthly Operating Reports – Prepare and file required monthly operating reports with the court as required.
- r. Cash Flow Budget Reports – Provide ongoing budget to actual variance analysis for the court.
- s. Expert Testimony – Testify in court as required throughout the bankruptcy proceedings.
- t. Divestiture Accounting – Assist the company in performing divestiture accounting and properly report the transaction and impact on the remaining estate to all stakeholders.

17. These services are necessary to enable the Debtors to maximize the value of their estates.

18. To the best of the Debtors’ knowledge, information, and belief, other than as set forth in the Marotta Declaration, HMP: (i) has no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the United States

Trustee or any person employed in the Office of the United States Trustee; and (ii) does not hold any interest adverse to the Debtors' estates.

19. Although the Debtors submit that the retention of HMP is not governed by section 327 of the Bankruptcy Code, the Debtors attach the O'Conner Declaration, which discloses, among other things, any relationship that HMP, Mr. O'Conner, Mr. Phillips, Mr. Rowe or any individual member of the Additional Personnel has with the Debtors, their significant creditors, or other significant parties in interest known to HMP. Based upon the Phillips Declaration, the Debtors submit that HMP is a "disinterested person" as that term is defined by section 101(14) of the Bankruptcy Code.

20. In addition, as set forth in the O'Conner Declaration, if any new material facts or relationships are discovered or arise, HMP will provide the Court with a supplemental declaration.

#### **COMPENSATION AND REPORTING**

21. Subject to approval by the Court, the Debtors propose to employ and retain HMP to serve as the Debtors' restructuring advisor on the terms and conditions set forth in the Engagement Letter.

22. In accordance with the terms of the Engagement Letter, HMP will be paid by the Debtors for the services of the CRO, ROs, and the Additional Personnel at their Not for Profit billing rates, which are set out below:

Senior Managing Director	\$675
Managing Director	\$550
Senior Directors	\$500
Directors	\$450
Senior Associates	\$375
Associates	\$300
Data Analysts	\$175



23. In addition, HMP will be reimbursed for the reasonable out-of-pocket expenses incurred by HMP in the performance of services under this Agreement, including, but not limited to, delivery services, printing services and other out-of-pocket costs. With respect to travel required in connection with the Services, the Client will reimburse HMP for reasonable out-of-pocket expenses incurred by HMP personnel in connection therewith, including but not limited to economy airfare, rental car expense, reasonable food and lodging expense, and similar customary travel expenses. HMP will provide the Client with customary documentation of such out-of-pocket expenses. HMP's reimbursable out-of-pocket expenses shall not exceed 17% of professional fees billed. HMP reserves the right to recover out-of-pocket expenses that exceeded 17% of professional fees billed for a given month in a following month that does not meet or exceed the capped limit for out-of-pocket expenses.

24. Because HMP is not being employed as a professional under Bankruptcy Code section 327, it will not submit monthly fee applications pursuant to Bankruptcy Code sections 330 and 331. HMP will, however, file with the Court monthly reports of compensation earned and expenses incurred, and will provide copies of the same to (x) the Office of United States Trustee for the Eastern District of Missouri, (y) UMB Bank, N.A., in its capacities as master trustee and bond trustee, and (z) any official committee appointed in these chapter 11 cases. Such reports shall summarize the total hours worked, by professional, for project areas that the services were provided in and summarize the expenses incurred. Such compensation and expenses will be subject to Court review in the event an objection is filed. For the avoidance of doubt, any payment made or to be made by the Debtors pursuant to this Application and any interim or final order granting the relief herein shall be in compliance with and subject to the DIP Budget, the Interim DIP Order, any subsequent final order, all rights and interests granted to UMB Bank, N.A. as DIP Lender, and

the terms and conditions of any other debtor in possession financing and/or cash collateral agreement, document, or order.

25. HMP received \$260,000.00 as a retainer in connection with preparing for and conducting the filing of these chapter 11 cases. In total, exclusive of retainer funds, HMP received approximately \$357,000.00 prepetition. HMP will not replenish its retainer during the pendency of these chapter 11 cases.

26. Given the numerous issues which the Engagement Personnel may be required to address in the performance of their services, HMP's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtors submit that the fee arrangements set forth in the Engagement Letter are reasonable. Further, HMP has represented that the fees and expenses to be incurred as CRO, ROs and Additional Personnel would not exceed the fees and expenses that HMP would incur if retained as financial advisors under and pursuant to section 327 of the Bankruptcy Code.

#### **APPLICABLE AUTHORITY**

27. The Debtors seek approval of the employment of HMP pursuant to section 363 of the Bankruptcy Code, effective as of the Petition Date. Section 363(b)(1) of the Bankruptcy Code provides in relevant part that "[t]he trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Further, pursuant to section 105(a) of the Bankruptcy Code, the "court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

28. Under applicable case law, in this and other circuits, if a debtor's proposed use of its assets pursuant to section 363(b) of the Bankruptcy Code represents a reasonable business judgment on the part of the debtor, such use should be approved. *See, e.g., In re Patriot Coal Corp.*, 492 B.R. 518, 530–31 (Bankr. E.D. Mo. 2013) (“Any transfer made outside the ordinary course of business [ . . . ] must be justified by the facts and circumstances of the case, which ordinarily means that the business judgment standard of Section 363(b) applies.”); *In re N. Port Assocs., Inc.*, 182 B.R. 810, 813 (Bankr. E.D. Mo. 1995) (“Section 363(b)(1) simply requires notice and a hearing before the trustee may use, sell or lease property of the estate other than in the ordinary course of business.”); *In re Channel One Commc'ns, Inc.*, 117 B.R. 493, 496 (Bankr. E.D. Mo. 1990) (finding a debtor may sell substantially all its assets under section 363(b)(1) of the Bankruptcy Code so long as the court can expressly find a good business reason to grant the motion); see also *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) (“The rule we adopt requires that a judge determining a §363(b) application expressly find from the evidence presented before him at the hearing a good business reason to grant such an application.”); *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (“Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct”).

29. The retention of HMP and its professionals is a sound exercise of the Debtors' business judgment. Mr. O'Conner, Mr. Phillips, and Mr. Rowe have extensive experience as senior officers and as advisors for many troubled companies. The Debtors believe that the Engagement Personnel will provide services that benefit the Debtors' estates and creditors. In light of the

foregoing, the Debtors believe that the retention of HMP is appropriate and in the best interests of the Debtors and their estates and creditors.

30. The retention of interim corporate officers and other temporary employees, therefore, is proper under section 363 of the Bankruptcy Code. Numerous courts have approved relief similar to the relief requested in this Application. *See, e.g., In re Payless Holdings LLC*, No. 19-40883-659 (Bankr. E.D. Mo. Feb. 19, 2019) [Docket No. 605] (authorizing retention of advisory firm and designating a chief restructuring officer, chief retention officer, and additional personnel, effective as of the petition date pursuant to sections 105(a) and 363(b) of the Bankruptcy Code); *In re Armstrong Energy, Inc.*, No. 17-47541-659 (Bankr. E.D. Mo. Feb. 20, 2018) [Docket No. 212] (same); *In re Noranda Aluminum, Inc.*, No. 16-10083 (Bankr. E.D. Mo. March 16, 2016) [Docket No. 437] (same); *In re Patriot Coal Corp.*, No. 15-32450 (KLP) (Bankr. E.D. Va. June 10, 2015) [Docket No. 272] (same); *In re The Dolan Co.*, No. 14-10614 (BLS) (Bankr. D. Del. Apr. 15, 2014) [Docket No. 156] (same); *In re Longview Power, LLC*, No. 13-12211 (BLS) (Bankr. D. Del. Dec. 16, 2013) [Docket No. 623] (authorizing retention of advisory firm and designating a chief restructuring officer); *In re Vertis Holdings, Inc.*, No. 12-12821 (CSS) (Bankr. D. Del. Nov. 20, 2012) [Docket No. 293] (authorizing retention of advisory firm and designating a chief restructuring officer nunc pro tunc to petition date pursuant to sections 105(a) and 363(b) of the Bankruptcy Code); *In re CHL, LTD.*, No. 12-12437 (KJC) (Bankr. D. Del. Sept. 24, 2012) [Docket No. 116] (same).

31. Based upon the foregoing, the Debtors submit that the retention of HMP, and the designation of Mr. O'Conner as CRO and Mr. Phillips and Mr. Rowe as ROs on the terms set forth herein and in the Engagement Letter, is essential, appropriate, and in the best interest of the

Debtors' estates, creditors, and other parties in interest and should be granted in these chapter 11 cases.

**NO PREVIOUS REQUEST**

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

**NOTICE**

33. 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/ 

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Kathleen Bertram  
Chief Executive Officer

**EXHIBIT A**

**O'Conner Declaration**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re:

MIDWEST CHRISTIAN VILLAGES, INC.  
*et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24- 42473-659

(Joint Administration Requested)

**DECLARATION OF SHAWN O’CONNER IN SUPPORT OF THE DEBTORS’  
APPLICATION PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b) TO  
(I) RETAIN HEALTHCARE MANAGEMENT PARTNERS, LLC TO PROVIDE THE  
DEBTORS A CHIEF RESTRUCTURING OFFICER, RESTRUCTURING OFFICERS,  
AND CERTAIN ADDITIONAL PERSONNEL AND (II) DESIGNATE SHAWN  
O’CONNER AS CHIEF RESTRUCTURING OFFICER AND SCOTT PHILLIPS AND  
ZACH ROWE AS RESTRUCTURING OFFICERS FOR THE DEBTORS,  
EFFECTIVE AS OF THE PETITION DATE**

I, Shawn O’Conner, hereby declare under penalty of perjury:

1. I am a Managing Director with Healthcare Management Partners, LLC (“HMP”), a turnaround and consulting firm that specializes in assisting healthcare organizations experiencing current, or anticipated financial challenges navigate their way to positive outcomes. I submit this declaration (this “Declaration”) in support of the Debtors’ *Application Pursuant to 11 U.S.C. §§*

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<sup>1</sup> 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].



*105(a) and 363(b) to (I) Retain Healthcare Management Partners, LLC to provide the Debtors a Chief Restructuring Officer, Restructuring Officers, and Certain Additional Personnel and (II) Designate Shawn O’Conner as Chief Restructuring Officer and Scott Phillips and Zach Rowe as Restructuring Officers for the Debtors, Effective as of the Petition Date (the “Application”)<sup>2</sup> on the terms and conditions set forth in the Application and the engagement letter, dated July 16, 2024, entered into between the Debtors and HMP and attached to the Application as **Exhibit B** (the “Engagement Letter”), effective as of the Petition Date. Except as otherwise noted, I have personal knowledge of the matters set forth herein.*

### **Disinterestedness and Eligibility**

2. In connection with this proposed retention, HMP undertook a lengthy conflicts analysis process to determine whether it had any relationships adverse to the Debtors’ estates. Specifically, HMP has undertaken a thorough review of its database that contains the names of the clients and other parties of interests with respect to certain matters. HMP has run all parties listed on the potential parties in interest list (the “Potential Parties in Interest”), which is attached hereto as **Schedule 1**.

3. Based on that review, HMP represents that, to the best of its knowledge, HMP knows of no fact or situation that would represent a conflict of interest for HMP with regard to the Debtors.

4. As part of its diverse practice, HMP appears in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers and financial consultants, some of which may represent claimants and parties-in-interest in the chapter 11 cases. Further, HMP or companies in which it has investments, has in the past, and may in the future, be

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

represented by several attorneys and law firms in the legal community, some of whom may be involved in this proceeding. In addition, HMP has in the past, and will likely in the future, be working with or against other professionals involved in this case in matters unrelated to the Debtors or the chapter 11 cases. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these business relations constitute interests materially adverse to the Debtors herein in matters upon which HMP is to be employed.

5. HMP has represented, and will in the future represent, many different clients with various business interests in numerous industries. These clients are often referred to HMP by intermediaries such as lawyers, investment bankers, lenders and accountants.

6. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, except as otherwise disclosed herein, neither I nor any of HMP's professional employees or representatives: (a) have any connection with the Debtors, their creditors or any other Potential Parties in Interest in these chapter 11 cases; or (b) are related or connected to any United States Bankruptcy Judge for the Eastern District of Missouri, any of the District Judges for the Eastern District of Missouri who handle bankruptcy cases, the U.S. Trustee or any employee in the Office of the U.S. Trustee.

7. To the best of my knowledge, HMP has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, these chapter 11 cases. If the Debtors are authorized by the Court to employ and retain HMP, HMP will not accept any engagement or perform any services for any other entity in these chapter 11 cases.

8. HMP intends that all of the services that HMP will provide to the Debtors will be appropriately directed by the Debtors so as to avoid duplication of efforts among the other professionals retained in these Chapter 11 Cases and performed in accordance with applicable

standards of the profession. HMP will work collaboratively with the Debtors' senior management team, board of directors and other professionals to avoid duplication of services among professionals. HMP intends that the services will complement and will not be duplicative of any services of the Debtors' other professionals.

9. To the extent there are certain individuals who become employed on a part-time basis, HMP submits that there are no simultaneous or prospective engagements existing which would constitute a conflict or adverse interest as to the matters for which it has been employed by the Debtors.

10. Despite the efforts described above to identify and disclose HMP's connections with parties-in-interest, because the Debtors are a large enterprise with tens of thousands of creditors and other relationships, HMP is unable to state with certainty that every client relationship or other connection has been disclosed. In this regard, if HMP discovers additional information that requires disclosure, HMP will file a supplemental disclosure with the Court.

11. In accordance with section 504 of the Bankruptcy Code and Bankruptcy Rule 2016, neither I nor HMP has entered into any agreement, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in these chapter 11 cases.

12. Accordingly, to the best of my knowledge, HMP is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, in that HMP: (i) is not a creditor, equity security holder or insider of the Debtors; (ii) was not, within two years before the date of filing of the Debtors' chapter 11 petitions, a director, officer or employee of the Debtors except in connection with my role as CRO; and (iii) does not have an interest materially adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders.

13. If any new, material, relevant facts or relationships are discovered or arise, HMP will promptly file a supplemental declaration.

**Compensation**

14. Subject to Court approval of the Application and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, applicable U.S. Trustee guidelines, and the Local Rules, HMP will seek from the Debtors payment for compensation on an hourly basis and reimbursement of actual and necessary expenses incurred by HMP. HMP's hourly rates as charged in bankruptcy and non-bankruptcy matters of this type by the professionals assigned to this engagement are outlined in the Application.

15. To the best of my knowledge, (i) no commitments have been made or received by HMP with respect to compensation or payment in connection with these cases other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and (ii) HMP has no agreement with any other entity to share with such entity any compensation received by HMP in connection with these chapter 11 cases.

16. The fees and expenses to be incurred as CRO, ROs and Additional Personnel would not exceed the fees and expenses that HMP would incur if retained as financial advisors under and pursuant to section 327 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 knowledge and belief.

Dated: July 16, 2024

/s/ Shawn O'Conner

Shawn O'Conner  
Managing Director  
Healthcare Management Partners, LLC

**Schedule 1**

**Potential Parties in Interest**

Name	Role
UMB Bank, N.A.	Administrative Agents / Indenture Trustees for Bor
Barber Christian Home Care LLC d/b/a Carelink of Metro East d/b/a Carelink of Southern Illinois	Debtors
Care Link of Christian Homes, LLC	Debtors
Care Link of Crown Point, LLC	Debtors
CH Wabash Estates, LLC	Debtors
CH Washington Village Estates, LLC	Debtors
Christian Homes Management Services, LLC	Debtors
Christian Homes, Inc., d/b/a The Christian Village, d/b/a Washington Christian Village and d/b/a Wabash Christian Village	Debtors
Christian Horizons Living, LLC f/k/a Christian Horizons PEO, LLC	Debtors
Crown Point Christian Village, Inc., f/k/a Chicago land Christian Village, Inc.	Debtors
Heartland Christian Village, LLC	Debtors
Hickory Point Christian Village, Inc., d/b/a Hickory Point Christian Village –f/k/a Fair Havens Hickory Point Christian Village	Debtors
Hoosier Christian Village, Inc., d/b/a Hoosier Christian Village	Debtors
Illumination Senior Management, LLC f/k/a Midwest Senior Management, LLC	Debtors
Johnson Christian Village Care Center, LLC d/b/a Johnson Christian Village	Debtors
Lewis Memorial Christian Village	Debtors
MCV Carelink, LLC	Debtors
Midwest Christian Villages, Inc d/b/a Christian Horizons	Debtors
Midwest Senior Ministries, Inc.	Debtors
New Horizons PACE MO, LLC	Debtors
Prime Acquisitions, LLC (Illinois)	Debtors
Risen Son Christian Village	Debtors
River Birch Christian Village, LLC d/b/a River Birch Living, d/b/a The Ambrose at Panther Creek	Debtors
Safe Haven Hospice of Southern Illinois, LLC	Debtors
Safe Haven Hospice, LLC	Debtors
Senior Care Pharmacy Services, LLC	Debtors
Shawnee Christian Nursing Center, LLC d/b/a Shawnee Christian Village	Debtors
Spring River Christian Village, Inc.	Debtors
Wabash Christian Therapy and Medical Clinic, LLC d/b/a Wabash Christian Therapy	Debtors
Centier Bank	Bank
First Mid	Bank
Old National Bank	Bank
Heartland Bank	Bank
PNC Bank	Bank
Mid-Missouri Bank	Bank
Jackson County Bank	Bank
Peoples National Bank	Bank
Centier Bank	Bank
Hickory Point Bank	Bank
Marine Bank	Bank
Southwest Missouri Bank	Bank
The Peoples Bank	Bank
American National Bank	Bank
Lument Capital	Bank
Kotner Title Company	Bank
Corebridge Financial	Bank
Burnett, John Allen	Directors and Officers
Burrell, Timothy Alan	Directors and Officers
Carter, Bill	Directors and Officers
Dunaway, Jean	Directors and Officers
Eden, Brenda	Directors and Officers
Fitzgerald, Donald Wayne	Directors and Officers
Gnuse, stephen	Directors and Officers
Goodner, Terry	Directors and Officers
Kerins, Thomas	Directors and Officers
Klein, Susan	Directors and Officers
Morbeck, Michael	Directors and Officers
Sandefur, David	Directors and Officers
Thomas, Marcus	Directors and Officers
Wiley, Douglas G.	Directors and Officers
Williams, V. Scott	Directors and Officers
US HUD	Lien holder
Dentons US LLP	Ordinary Course Professionals
Summers Compton Wells LLC	Ordinary Course Professionals
Healthcare Management Partners, LLC	Ordinary Course Professionals
Ziegler Investment Banking	Ordinary Course Professionals

### Ordinary Course Professionals

[illegible]

AEP  
Ameren  
Astbury Water Tech  
Black Hills Energy  
Brownstown Sewage  
Carmi Light & Water  
City of Joplin  
City of Lincoln  
City of Lincoln  
City of Monticello  
City of Washington  
Constellation  
Consumers Gas Co  
Council Bluffs Water Works  
CWLP  
Duke Energy  
Empire  
Future Energy Strategies, LLC  
Illinois American Water  
Indiana American Water  
Jackson County Water  
Liberty  
MidAmerican Energy Services  
Midwest Natural Gas  
Missouri American Water  
Nipsco  
North Lawrence Water  
Old Seville Waste Experts, Inc.  
PeopleService

[illegible]



Pro Energy	Utility
Spire	Utility
St Clair Township	Utility
Symmetry (aka CenterPoint Energy)	Utility
Town of Winfield	Utility
Village of Forsyth	Utility
Aegis Therapies Inc	Vendor
AmerisourceBergen	Vendor
Chase, John	Vendor
Davis & Campbell L.L.C.	Vendor
Dentons US, LLP	Vendor
ESP Personnel	Vendor
Ferry & Associates Architects	Vendor
Gordon Food Service, Inc.	Vendor
Healthcare Management Partners, LLC	Vendor
Holladay Construction Group LLC	Vendor
Inovalon Provider, Inc	Vendor
Lawrence Recruiting Specialists, Inc.	Vendor
Macon County Collector	Vendor
Medline Industries, Inc.	Vendor
Michael Colliver & Jacqueline Boring, fo	Vendor
Millbrooke Inc.	Vendor
OneStaff Medical LLC	Vendor
Plante & Moran, PLLC	Vendor
Richter & Associates Inc	Vendor
Sandberg Phoenix & Von Gontard, PC	Vendor
Select Rehabilitation, LLC	Vendor
Sentinel Technologies, Inc.	Vendor
ShiftKey, LLC	Vendor
Shores Builders Inc.	Vendor
Smith Drug Company	Vendor
Synergi Partners Inc	Vendor
Tax Collector	Vendor
UMB Bank, N.A.	Vendor
Uniguest Inc	Vendor
United Nursing Services	Vendor
AETNA	Vendor
Midwest Senior Ministries	Vendor
HIT Consulting, LLC	Vendor
Illinois Dept of Healthcare and Family Services	Vendor
Derek Hopp as Executor of the Estate of Donald E. Hopp, Jr. and	Vendor
Caring Communities, A Reciprocal Risk Retention Group	Vendor
IPFS Corporation	Vendor
Wells Fargo Bank	Vendor
Lument Real Estate Capital, LLC	Vendor
Scott Cross as the Executor of the Estate of Donna Cross	Vendor
Accident Fund Insurance Company of America	Vendor
PointClickCare	Vendor
Accessible Staffing	Vendor
City Water, Light & Power	Vendor
Michael Colliver & Jacqueline Boring, for Laura	Vendor
UKG Kronos Systems LLC	Vendor
GrapeTree Medical Staffing, Inc.	Vendor
Ameren Illinois	Vendor
Sedgwick Claims Management Services, Inc	Vendor
Favorite Healthcare Staffing, Inc.	Vendor
Lewis Memorial Christian Village	Vendor
Life Insurance Company of North America	Vendor
Nipsco	Vendor
MMC Mechanical Contractors Inc	Vendor
Midamerican Energy Company	Vendor
Access 2 Go, Inc.	Vendor
Carmi Water, Light & Power	Vendor
Judith I Buckles as Independent Executor of the estate of Burl	Vendor
Giacomo Pecoraro, Independent Administrator of the Estate of	Vendor
Silverfern LLC	Vendor
Centers For Medicare & Medicaid Services	Vendor
SC Washington Property, LLC	Vendor
Old Seville Expense Reduction, Inc.	Vendor
R. Callahan Construction Company	Vendor
Health Technologies, Inc.	Vendor
RSH Legal Trust Account	Vendor
FoxHire LLC	Vendor
Anda, Inc.	Vendor

Empire District Electric Co.	Vendor
Enterprise FM Trust	Vendor
Amazon Capital Services, Inc.	Vendor
PC Connection Sales Corporation	Vendor
Comcast Cable	Vendor
NEC Financial Services LLC	Vendor
The Home Depot Pro	Vendor
Pottawattamie County Treasurer	Vendor
United Parcel Service	Vendor
JEO Consulting Group	Vendor
Duke Energy	Vendor
WPS GH&A	Vendor
AIG/VALIC	Vendor
MediLogix, LLC	Vendor
Servpro of Council Bluffs	Vendor
Wex Bank	Vendor
Christian Homes, Inc.	Vendor
Medicaid Done Right, LLC	Vendor
Cox Comm, Inc.	Vendor
Gibbs Technology Company	Vendor
American Environmental, LLC	Vendor
Astbury Water Technology, Inc.	Vendor
1999 Partners	Vendor
Joel Oschwald, as Power of Attorney for Lois Oschwald	Vendor
Banke, Joan	Vendor
Gregory F.X. Daly, Collector of Revenue	Vendor
R&M Partners LLC	Vendor
Wells Fargo Financial Leasing	Vendor
Iron Mountain Records Management, Inc	Vendor
Staples Contract & Commercial, Inc.	Vendor
Koorsen Fire & Security, Inc.	Vendor
Americall Communications Company, Inc.	Vendor
Lend A Hand Staffing LLC	Vendor
Verizon Wireless	Vendor
Tiger Connect	Vendor
Ascentium Capital, LLC	Vendor
ICIMS, Inc.	Vendor
Apex Services	Vendor
Prairie Farms Dairy, Inc.	Vendor
Relias LLC	Vendor
Loft Rehabilitation of Rock Springs LLC	Vendor
Horizon Hospitality Associates, Inc.	Vendor
Southern Bus & Mobility	Vendor
NDC Corporate Equity Fund V, L.P.	Vendor
Michael L. Kitchen	Vendor
Illinois Department of Public Health	Vendor
Wells, Richard	Vendor
Ronnoco Coffee, LLC	Vendor
Circle "R" Mechanical, Inc.	Vendor
DDI	Vendor
Shuttleworth & Ingersoll, PLC	Vendor
Aon Consulting	Vendor
COC Consulting LLC	Vendor
A Place for Mom	Vendor
Dixon's Heating & Air Conditioning, Inc.	Vendor
HD Supply Facilities Maintenance	Vendor
MedBest Recruiting & Consulting Inc.	Vendor
Dispatch Medical Transport	Vendor
Carvajal Technology Group, LLC	Vendor
Tierra Vista	Vendor
Leader Stat	Vendor
Mideast Delivery Solutions, LLC	Vendor
The Law Offices of Steven J. Malman & Associates,	Vendor
SoftWriters, Inc.	Vendor
Otis Elevator Company	Vendor
Joel Oschwald, as Power of Attorney for Lois Oschwald and Delano	Vendor
Missouri-American Water Co.	Vendor
Iowa Medicaid Enterprise	Vendor
Marsh USA, Inc.	Vendor
3D Lawn & Landscape, LLC	Vendor
Canopy Advertising, LLC	Vendor
Heuwinkel, Lois	Vendor
Elite Contracting and Consulting	Vendor
FFF Enterprises, Inc.	Vendor
Capitol Builders, Inc	Vendor
NDC Corporate Equity Fund VI, L.P.	Vendor

Mobile Air LLC	Vendor
Lincare, Inc.	Vendor
Scrubs On Wheels, Inc.	Vendor
Brem, Harold	Vendor
Parata Systems, LLC	Vendor
Ability Network, Inc.	Vendor
Estate of Kay Sanders	Vendor
Estate of Jerome Feeney	Vendor
Senior TV/Stellar Private Cable Inc	Vendor
Solver, Inc.	Vendor
Johnson Controls, Inc.	Vendor
Sherwin Williams Co	Vendor
R & S Unlimited, Inc.	Vendor
Indeed, Inc.	Vendor
Mobilex Usa	Vendor
Schneck Medical Center	Vendor
PeopleService, Inc	Vendor
Bulke, Deborah	Vendor
Alpha Baking Company	Vendor
Frontier	Vendor
Illinois American Water Co.	Vendor
State Of Illinois	Vendor
A1 Impressions Landscape & Design	Vendor
Spire	Vendor
Old National Bank	Vendor
First Choice Heating & Cooling, LLC	Vendor
Thyssenkrupp Elevator Corp.	Vendor
Sewerage System Service	Vendor
Richards, Jennifer E	Vendor
Cal Homes, Inc.	Vendor
Piazza Produce & Specialty Foods	Vendor
Lowe's Companies Inc	Vendor
Cotten, John	Vendor
Constellation New Energy Gas Division, LLC	Vendor
RTZ Associates, Inc.	Vendor
Fitzgerald, Mary Ellen	Vendor
Gibson, Barbara	Vendor
Tucker, Robert A.	Vendor
Sharp, David G.D.O.	Vendor
Village Of Forsyth	Vendor
Husch Blackwell	Vendor
Midwest Occupational Health Assoc.	Vendor
Barry King	Vendor
AEP Energy, Inc	Vendor
Lake County Treasurer	Vendor
Bath Fitter	Vendor
White County Collector	Vendor
AT&T Corp	Vendor
Tech Electronics	Vendor
Gables at Brady Circle LLC	Vendor
Jasper County Collector	Vendor
Wells Fargo Financial Illinois, Inc	Vendor
Springfield Clinic, LLP	Vendor
Milliman	Vendor
MO Health Net Division	Vendor
KeySource Acquisition LLC	Vendor
Chapman and Cutler, LLP	Vendor
Sweeten, Robert L., MD, PC	Vendor
Better RX, LLC	Vendor
Wolff, Anye	Vendor
Aon Benfield Inc.	Vendor
Health Grade Networks, LLC	Vendor
Jackson, Kenneth W.	Vendor
TRHC TPA, LLC	Vendor
Indiana American Water Company Inc.	Vendor
Nuclear Networking LLC	Vendor
Richard Steinspring, Jr.	Vendor
Summers Compton Wells, LLC	Vendor
Adt Security Services Inc.	Vendor
CBRE, Inc- Valuation and Advisory Services	Vendor
Option Care	Vendor
Kevin Misch LLC	Vendor
Muhammad Khan-MD	Vendor
Blackbaud	Vendor
Health Dimensions Group	Vendor
NICL Laboratories	Vendor

Linked Senior, Inc.	Vendor
O'Connor Mailing Service, Inc.	Vendor
Integrated Medical Systems, Inc.	Vendor
Access Dx Laboratory, LLC	Vendor
Accelerated Care Plus	Vendor
Supply Partners, LLC	Vendor
Auerbach-St. Louis Senior LLC	Vendor
Leading Age Illinois	Vendor
SIU School of Medicine	Vendor
Niemann Foods, Inc.	Vendor
Reinhart Grounds Maintenance, Inc.	Vendor
Estate of Ray Daugherty	Vendor
Netsmart Technologies Inc	Vendor
Jackson County Water Utility	Vendor
Nicole Todd Communications	Vendor
The Compliance Store	Vendor
Dynamic Solutions Group	Vendor
Abernathy, Sandra	Vendor
Quadient Inc.	Vendor
Henry & Jane Vonderlieth Living Center	Vendor
Kronos Incorporated	Vendor
The Christian Village	Vendor
City Of Washington	Vendor
ServiceMaster DSI	Vendor
Integra Healthcare Equipment, LLC	Vendor
Symmetry Energy Solutions LLC	Vendor
Safe Care	Vendor
Senior Remedy LLC	Vendor
Johnson Mechanical Service, Inc.	Vendor
Superior Fire Protection Systems, Inc	Vendor
Regus Corporation	Vendor
Third Eye Health Inc.	Vendor
Ameren Missouri	Vendor
Campbell, Janice	Vendor
Peerless Network, Inc.	Vendor
Integrity Painting & Drywall	Vendor
Wal-Mart	Vendor
Wallender-Dedman, Inc.	Vendor
Financial Planning Ministry	Vendor
ALKU Technologies, LLC	Vendor
Durham, Brian	Vendor
Access	Vendor
Kresse Tree Wurxx, Inc.	Vendor
Encompass Group, LLC	Vendor
CMA Global, Inc.	Vendor
Bug-A-Way Pest Control, LLC	Vendor
City of Joplin	Vendor
Waterloo Healthcare, LLC	Vendor
RedSail Technologies, LLC	Vendor
Compsych Corporation	Vendor
Tri-State Fire Protection, Inc	Vendor
Leading Age Indiana	Vendor
Timberlake Supportive Living	Vendor
St Margaret Mercy Healthcare-Working Well	Vendor
Blue Camaro	Vendor
Employee Benefits Corporation	Vendor
Griffin, James	Vendor
Uline, Inc.	Vendor
Council Bluffs Water Works	Vendor
Aceso Visiting Physicians and Geriatric Care, Inc.	Vendor
Godrey, Gary	Vendor
Yardi Systems, Inc.	Vendor
Hy-Grade Inc.	Vendor
McEntire's Direct Maytag	Vendor
McCord, Erin	Vendor
Office of the Standing Trustee	Vendor
Memorial Medical Center	Vendor
Outcome Services Of Illinois	Vendor
Masters Pharmaceutical, Inc.	Vendor
Slay's Carpet Care	Vendor
Flooring of Springfield, Inc.	Vendor
Culligan Water Conditioning	Vendor
Tech Masters, Inc.	Vendor
McMahon Berger, P.C.	Vendor
Nalco Company	Vendor
Fedex	Vendor

Iowa Health Care Association	Vendor
Busonic, Alfred & Judy	Vendor
National PACE Association	Vendor
Elman and Company, Inc	Vendor
Compassion Mobility LLC	Vendor
4 Imprint, Inc.	Vendor
Marmic Fire and Safety	Vendor
Development Visions Group, Inc.	Vendor
G & I Networks, LLC	Vendor
Porter Superior Court	Vendor
Delgado Brothers Inc.	Vendor
Consumers Gas Company	Vendor
Greer, Chantay M.	Vendor
F.E. Moran, Inc. - Fire Protection	Vendor
Further Technology Holdings Inc	Vendor
Beautiful Life Medical Transport	Vendor
Direct Supply, Inc.	Vendor
BMI	Vendor
Nextaff Group, LLC	Vendor
Connetics Communications LLC	Vendor
Nebraska Furniture Mart	Vendor
Joel Oschwald, as Power of Attorney for Lois Oschwald and The	Vendor
CT Corporation	Vendor
CenturyLink	Vendor
Sympler, LLC	Vendor
Aramark Uniform Express	Vendor
Hiland Dairy Products	Vendor
Midwest Electronic Systems, Inc.	Vendor
Prime Care Technologies	Vendor
Republic Waste Services	Vendor
NewWave Communications	Vendor
Taylor, Charles A.	Vendor
Greenway Therapy	Vendor
Joplin Supply Company	Vendor
Linkedin Corporation	Vendor
Ferrell Hospital	Vendor
Orkin Pest Control	Vendor
D. Binder Mechanical, Inc.	Vendor
Northwest Respiratory Services	Vendor
WLC Management Firm	Vendor
Chicagoland Christian Village	Vendor
Hospice Call Service LLC	Vendor
Jackson, Joseph	Vendor
Midwest Natural Gas Corp.	Vendor
Philo Kane Jr	Vendor
Continental Alarm & Detection	Vendor
Indiana Technical Service	Vendor
C & H Heating Air Conditioning and Refrigeration	Vendor
Baxter Healthcare Corp.	Vendor
WellSky Corporation	Vendor
Grow Your Occupancy LLC	Vendor
Myanmar Hope Christian Mission, Inc.	Vendor
NDC Housing and Economic Development Corporation	Vendor
Market Research Answers, Inc.	Vendor
Lead InSite Inc	Vendor
CALLRx	Vendor
Carts Gone Wild, LLC	Vendor
Raber Portable Storage Barns LLC	Vendor
Rotella's Italian Bakery, Inc.	Vendor
Winfield Ace	Vendor
Tica, Inc	Vendor
LeadingAge Iowa	Vendor
Gem Medical Supplies, LLC	Vendor
NC Child Support Centralized Collections	Vendor
Goins Enterprises, Inc.	Vendor
Brownstown Sewage Works	Vendor
BoardBookIt, Inc.	Vendor
Managed Health Care Associates	Vendor
MHA LTC Network, Inc.	Vendor
Lawn Doctor of West Lake County	Vendor
Trugreen L.P.	Vendor
Della Mae Frahm	Vendor
The Medical Protective Company	Vendor
American Construction, Inc.	Vendor
Ogborn Plumbing, Inc	Vendor
A+ Outdoor Services, LLC	Vendor

Illinois State Police	Vendor
Druthers Agency Inc	Vendor
F. J. Murphy And Son, Inc.	Vendor
Inner City Mission of Springfield, Inc.	Vendor
Plex Capital, LLC	Vendor
Cintas Fire Protection	Vendor
Hobart Service	Vendor
Flowers Baking Co. of Bardstown, LLC	Vendor
Seyfarth Shaw LLP	Vendor
Thompson Electronics Company	Vendor
Occupational Health of Nebraska	Vendor
Roobrik, Inc	Vendor
Motion Picture Licensing Corporation	Vendor
Key Supply, LLC	Vendor
Bret Triplett Heating & Cooling LLC	Vendor
KCI USA, Inc.	Vendor
Midwest Nursing & Vascular Services, LLC	Vendor
Pardieck's, Inc.	Vendor
Airmasters	Vendor
Blitt & Gaines	Vendor
ALCO Sales & Service Co.	Vendor
Rx Systems, Inc.	Vendor
Johnson Controls aka Tyco	Vendor
Mad About Trees	Vendor
Engineered Services, Inc.	Vendor
United States Postal Service	Vendor
Newport Group, Inc	Vendor
Cable One Inc.	Vendor
Cozzini Bros., Inc.-CCV	Vendor
Johnstone Supply	Vendor
SDCommunication, LLC	Vendor
Frawley, Jason A.	Vendor
Trumbo Transport, Inc	Vendor
Hill Fire Protection, LLC	Vendor
RocnRobn Carpet & Duct Cleaning	Vendor
Missouri Dept Of Revenue	Vendor
Maruszczak Appliance Sales & Service, Inc.	Vendor
Lambert's Custom Pools, Inc	Vendor
HR Source Staffing LLC	Vendor
Mckesson Medical-Surgical Minnesota Supply, Inc.	Vendor
Commercial Energy Saving Solutions LLC	Vendor
Frontier Fire Protection, LLC	Vendor
D. B.'s Satellite & Electronics	Vendor
Propel Insurance, LLC	Vendor
Selman & Company LLC - Multi Billing	Vendor
CXtec	Vendor
Hundley Controls, Inc.	Vendor
Cintas	Vendor
Oxycare Medical Supply Co.	Vendor
Sage Software, Inc	Vendor
Delaney, Delaney & Voorn, Ltd.	Vendor
Caring, LLC	Vendor
Tampa Medical Supply	Vendor
Smithereen Pest Management Services	Vendor
Golf Green Lawn Care	Vendor
Shred-It USA	Vendor
Sutton Country Carpets, Inc.	Vendor
Electromek Diagnostic Systems	Vendor
Provider Trust, Inc.	Vendor
RDG Planning & Design	Vendor
DH Pace Company Inc	Vendor
Jackson County Ambulance Service	Vendor
TG Marketing & Design	Vendor
Jackson County Clerk	Vendor
Illinois Health Care Association	Vendor
RF Technologies, Inc.	Vendor
Royal Papers, Inc.	Vendor
Staff Carpet	Vendor
Missouri Health & Educational Facilities Authority	Vendor
Classic Floors Inc	Vendor
Ace Hardware	Vendor
Medics First, Inc.	Vendor
Marsh, Robert L	Vendor
Action Electric	Vendor
TridentUSA Mobile Infusion Services, LLC	Vendor
Black Hills Energy	Vendor

Fitch, Inc.	Vendor
Busy Bee Call Center, LLC	Vendor
Lake Springfield Christian Assembly	Vendor
B & L Electric Contractor, Inc.	Vendor
On Hold : 32 Services, LLC	Vendor
Decatur Memorial Hospital	Vendor
Minuteman Press	Vendor
N. Zobrist & Sons, Inc	Vendor
TE Pest Control, Inc.	Vendor
Invacare Continuing Care Group	Vendor
W W Grainger, Inc	Vendor
Town of Winfield	Vendor
Prairie State Plumbing and Heating, Inc	Vendor
Crescendo Interactive Inc	Vendor
Boost Engagement LLC	Vendor
Computershare Trust Company, N.A.	Vendor
Gillard's Hardware & Rental	Vendor
Vital Records Control of Arkansas, Inc.	Vendor
Smartsheet, Inc.	Vendor
EMCOR Hyre Electric Co of Indiana	Vendor
Promaster Home Repair LLP	Vendor
Stericycle, Inc.	Vendor
JoshBCreative, LLC	Vendor
Webstaurant Store	Vendor
Grane Supply Inc.	Vendor
BarnesCare	Vendor
A-Plus Carpet & Furniture Cleaners	Vendor
R.P. Lumber Company, Inc.	Vendor
Hale Engineering Co, Inc	Vendor
Lincolns Village Healthcare Center, LLC	Vendor
Inmar Rx Solutions, Inc.	Vendor
Strack & Van Til	Vendor
Herian, Kenneth S.	Vendor
Connect America.com, LLC	Vendor
Rogers Supply Company Inc.	Vendor
Lucas Health Group, Inc.	Vendor
A Plus Maintenance of Camargo Inc	Vendor
Luby Equipment Services	Vendor
Hoffman Supply Co.	Vendor
Sharps Stone & Concrete	Vendor
ContractSafe LLC	Vendor
Academic Platforms LLC	Vendor
Special Pathogens Laboratory, LLC	Vendor
Seefeldt, Nancy	Vendor
Wisconsin Physicians Services	Vendor
Artemis Sites, LLC	Vendor
Clearwave Communications	Vendor
Mediacom Illinois LLC	Vendor
Ciscor, Inc.	Vendor
Flooring America	Vendor
MTMC Interior Design	Vendor
Positive Approach, LLC	Vendor
Genie Services	Vendor
Landmark Ford, Inc.	Vendor
Towne, Jeremy David	Vendor
Bed Bugs Uncovered LLC	Vendor
Superior Linen Service, Inc.	Vendor
American Pest Control, Inc.	Vendor
Celebrate Catering, LLC	Vendor
Lucas-Ackerman Supply Co.,Inc.	Vendor
Evapar, Inc.	Vendor
J.J. Keller & Associates, Inc.	Vendor
AT&T Mobility	Vendor
North Lawrence Water Authority	Vendor
Rush Appliance Inc.	Vendor
DEI Sales Management Central	Vendor
Professional Adjustment Bureau	Vendor
First Insurance Funding	Vendor
Getz Fire Equipment Co.	Vendor
Freeman Health System	Vendor
Joerns Healthcare	Vendor
Unlimited AdvaCare, Inc.	Vendor
Stoll Keenon Ogdon PLLC	Vendor
Law Offices of Todd M. Friedman, P.C.	Vendor
George Alarm Company, Inc.	Vendor
LevLane Advertising Inc.	Vendor

Horwath Laundry Equipment	Vendor
AAPACN	Vendor
American Water Treatment, Inc.	Vendor
Omaha Door & Window Co. Inc.	Vendor
Kaemmerlen Electric Company	Vendor
Total Communications, Inc.	Vendor
Wilson, Donna	Vendor
Hererra, Ian	Vendor
Virginia Williams	Vendor
Inman, Kenneth W.	Vendor
Lincoln Farm & Home Supply, Inc.	Vendor
Macario, Michelle	Vendor
The Prometheus Group	Vendor
PamSki Solutions	Vendor
America Ambulance Service Inc.	Vendor
Servpro of Eastern Lake County	Vendor
Bruckert, Behme & Long	Vendor
Vitacon US, LLC	Vendor
Lincoln Christian University	Vendor
Affordable Assisted Living Coalition	Vendor
Embroidered Expressions, LLC	Vendor
Ward, Keith	Vendor
Nexus Practitioners, LLC	Vendor
Everett Kent Tabor	Vendor
Pitney Bowes Global Financial Services LLC	Vendor
State of Indiana	Vendor
Commercial Broadband Solutions Inc.	Vendor
The Original Company, Inc.	Vendor
Gobbell Hays Partners, Inc.	Vendor
Goecker Construction, Inc.	Vendor
The Herring Impact Group, LLC	Vendor
Kone Central Illinois U041	Vendor
Hunter Hydro-Vac, Inc.	Vendor
Artec Environmental	Vendor
Zoll Services, LLC	Vendor
The Nebraska Medical Center-RSCV	Vendor
Touchtown, Inc.	Vendor
Capital One Commercial	Vendor
Marx Fireplaces and Lighting, Inc	Vendor
ATN Technology, Inc.	Vendor
Central Illinois SNF Care, PLLC	Vendor
Citrix Systems, Inc.	Vendor
Wabash Christian Retirement Center	Vendor
Heartland Hearing Inc	Vendor
Lincoln Logan Food Pantry	Vendor
A&A Quick Pump	Vendor
Gamble and Schlemeier, LTD	Vendor
Sharps Compliance, Inc.	Vendor
Gailey Eye Clinic, Ltd.	Vendor
St. Clara's Manor	Vendor
Menards	Vendor
BBC Lighting & Supply	Vendor
Peterson Lawn Care	Vendor
Piatt County Collision Center	Vendor
Adam's Specialty Products, LLC	Vendor
Bill's Water Conditioning	Vendor
Midwest Mailing & Shipping Systems, Inc.	Vendor
EmployeeTech	Vendor
Health Care Logistics, Inc	Vendor
AANAYA Rx Inc.	Vendor
Collector of Revenue	Vendor
Earthgrains Baking Cos., Inc.	Vendor
Markoff & Krasny	Vendor
Axis Portable Air LLC	Vendor
Ault Construction, LLC	Vendor
Lifetime Media, LLC	Vendor
Farley, Frank X.	Vendor
Hy-Vee	Vendor
Alsco Inc.	Vendor
Maxine Fream Gash	Vendor
CSI Group International, Inc.	Vendor
Hamilton Memorial Hospital District	Vendor
Encounter Telehealth, Inc.	Vendor
Belfor USA Group Inc	Vendor
Steber Training, LLC	Vendor
Monroe Pest Control, Inc.	Vendor



Cision US, Inc	Vendor
Mandi's Heritage Flowers, Inc.	Vendor
The New Herald News, LLC	Vendor
4 States Windows and More, LLC	Vendor
Quantum Health	Vendor
Microsoft Corporation	Vendor
Mister C's	Vendor
Steuben Superior Court	Vendor
Getz Industrial Cleaning, Inc	Vendor
Alert Alarm, Inc	Vendor
Young Environmental Solutions	Vendor
Roofing Associates, LLC	Vendor
Easy Ice LLC	Vendor
Metropolitan St. Louis Sewer District	Vendor
Countertops Unlimited, Inc.	Vendor
Overhead Door Company of NW Indiana, Inc.	Vendor
Alegent Health Laboratories	Vendor
Illinois Department of Revenue	Vendor
Consolidated Billing Services Inc	Vendor
Vogel Sheet Metal & Heating Inc	Vendor
Rainbow Seamless Guttering	Vendor
Medics at Home	Vendor
Nebula Transportation Services	Vendor
Midwest Automatic Fire Sprinkler Company	Vendor
Jay-Rose Carpet Cleaning LLC	Vendor
Springfield Janitor Supply	Vendor
Patient Point Hospital Solutions, LLC	Vendor
Plumbmaster, Inc.	Vendor
Ivy Tech Community College	Vendor
LEAF Capital Funding, LLC	Vendor
Boelter Companies	Vendor
Alliance Laundry Systems Distribution LLC	Vendor
Estate of William Fiesler	Vendor
Bishop, Jean	Vendor
C Joanne Forrest Trust	Vendor
Ecolab Pest Elimination Div.	Vendor
Pro Com Services Corp.	Vendor
Welch, Jennifer	Vendor
Donald E. Wheeler	Vendor
The Performance Companies, Inc.	Vendor
Walz Scale Company	Vendor
ComplianceLine, LLC	Vendor
Terryberry Company LLC	Vendor
Mechanical Service Inc.	Vendor
Touchtone Communications	Vendor
Joe Harding Sales & Service	Vendor
Indiana Department of Workforce Development	Vendor
Akerman, LLP	Vendor
Matrixcare, Inc.	Vendor
FIRM Systems	Vendor
Hamilton Weber LLC	Vendor
Lifetec, Inc.	Vendor
Resz, Peggy Swezy	Vendor
Chicago Backflow, Inc.	Vendor
Wabash Senior Living and Rehab	Vendor
EJ Haul LLC	Vendor
Dawson, Michelle	Vendor
In Training, Inc	Vendor
True Tech, LLC	Vendor
Embassy Embroidery, LLC	Vendor
Wall, Patricia	Vendor
Indiana Office of Technology	Vendor
Wilson, Frances F.	Vendor
WLCN	Vendor
Lee Enterprises, Inc.	Vendor
Carmi Country Club	Vendor
David B. Pritchett	Vendor
Polsinelli Shughart, PC	Vendor
Hood Guyz	Vendor
Tormoehlen Enterprises	Vendor
Tee Jay Central Inc	Vendor
Larry the Carpet Guy, LLC	Vendor
Charter Communications	Vendor
A-1 Lock, Inc.	Vendor
Mail Pak Magazine	Vendor
AAA Valley Fire Equipment, Inc.	Vendor

Greenshades Software	Vendor
Kimpling Ace Hardware	Vendor
Equipped MD Inc.	Vendor
Atlanta Library Board	Vendor
Shumate, Brant	Vendor
CFB Steam Specialties, Inc.	Vendor
Integrity Home Improvement LLC	Vendor
Helping Hands Home Healthcare & Staffing Agency, LLC	Vendor
Superior Air-Ground Ambulance Service, Inc.	Vendor
Norton Power Systems, LLC	Vendor
One Stop Auto Shop	Vendor
Florida State Disbursement Unit	Vendor
TraceLink, Inc.	Vendor
OMF	Vendor
Logan County Food Pantry	Vendor
Professional Hearing Center	Vendor
The Plumber, Inc.	Vendor
Vadim Baram MD	Vendor
Philo B. Kane, Jr.	Vendor
Kerins, Thomas E.	Vendor
Sangamon County Water Reclamation District	Vendor
Cancer Care Specialist Of Central IL - SC	Vendor
Chicago Street Rentals, LLC	Vendor
Eichenauer Services, Inc.	Vendor
US Standard Products	Vendor
Jimboos, Ltd.	Vendor
C-Rhodes Maintenance, Inc.	Vendor
Daikin Comfort Technologies Distribution, Inc	Vendor
Little Giant Grocery Outlet	Vendor
National Hospice & Pallative Care Organization	Vendor
Personal Safety Corp	Vendor
Nelson Oil Co Inc	Vendor
Adam B Lawler Law Firm, LLC	Vendor
Henry Kraft Inc.	Vendor
Caring Mobility Transport, LLC	Vendor
Phil & Son, Inc.	Vendor
GenSet Service, LLC	Vendor
AIM Media Indiana Operating, LLC	Vendor
Personal Mobility	Vendor
Mosier Enterprises	Vendor
Complete Irrigation, Inc	Vendor
Callcare	Vendor
Prairie Eye Center, Ltd	Vendor
Patterson Medical	Vendor
King-Lar Company	Vendor
Lake Superior Court, Cty Div. II	Vendor
Ronald K. Craig	Vendor
Bowers, Don & Virginia	Vendor
Homesite Insurance Company	Vendor
EnlivenHealth	Vendor
Washington Chamber Of Commerce	Vendor
Medivac Corp.	Vendor
Sandefur, David	Vendor
Elsevier, Inc.	Vendor
CoLiant Solutions Inc.	Vendor
Clark, Byron N.	Vendor
Direct PTT, Inc.	Vendor
ADP Screening & Selection Services, Inc.	Vendor
Triad Industrial Supply Corp.	Vendor
TJs Supply Co.	Vendor
Marlin Business Bank	Vendor
Oklahoma State Treasurer	Vendor
Superior Roof Restorations	Vendor
Decatur Chamber of Commerce	Vendor
Bill Carter	Vendor
Maske's Organic Gardening	Vendor
CFI Tire Service	Vendor
Hargrave Mums & More	Vendor
B & B Glass Co.	Vendor
Williams, Doug	Vendor
Parks, Bertha	Vendor
Perring, Becky	Vendor
RHEBA, Inc.	Vendor
Jones, Marsha	Vendor
HEALTHCAREfirst	Vendor
Curry, Gwen Sue	Vendor

Danner, Dorothy	Vendor
DailyPay, Inc.	Vendor
Allied Refrigeration Inc.	Vendor
Hinckley Springs	Vendor
Suburban Propane-JCV	Vendor
United States Electric Co.	Vendor
Lukas Partners, Inc	Vendor
Anchor Moving Co	Vendor
Thomas, Marcus	Vendor
Sangamon County Department of Public Health	Vendor
Courier Publishing Company	Vendor
Cincinnati Insurance Company	Vendor
Fleming, Brian	Vendor
Morgan Distributing Inc.	Vendor
Jones, Norvin A.	Vendor
Roto-Rooter	Vendor
Jennie Edmundson Hospital	Vendor
R Squared Transport Inc.	Vendor
T2G Customs	Vendor
Crossbones Pest Management	Vendor
Signs Now	Vendor
Lockton Companies, LLC	Vendor
Indiana University Health Occupational Services Bloomington	Vendor
Lincoln Daily News	Vendor
Bradford Supply Co	Vendor
Office of the Indiana Attorney General	Vendor
Biotech X-Ray, Inc.	Vendor
St. Mary's Hospital-Salt Lake	Vendor
Illinois Housing Development Authority	Vendor
Spring River Christian Village	Vendor
PC Pest Control, LLC	Vendor
Burrell, Timothy A.	Vendor
CEMCO	Vendor
Cedar Lake Ministries	Vendor
Northwest Mini Storage	Vendor
The Barton Law Group, LLC	Vendor
Progressive Medical, Inc.	Vendor
Decatur Orthopedic Center-Mt.Zion	Vendor
Capsa Solutions, LLC	Vendor
Hoodmasters, Inc.	Vendor
Artillery Media, Inc	Vendor
Otano, Michael	Vendor
National Fit Testing Services	Vendor
Hutchins, David B.	Vendor
Katambwa, Janice L	Vendor
Yesterdays, Inc.	Vendor
Precision Dynamics Corporation	Vendor
Greatland Corporation	Vendor
Iowa Treasurer of State	Vendor
Sunbelt Rentals Inc.	Vendor
Ecolab, Inc	Vendor
Williams, Scott	Vendor
Terminix Intl Co Lp	Vendor
Abernathy, Sandra	Vendor
Optum	Vendor
Brown County Broadcasters, Inc.	Vendor
St. Margaret Mercy Healthcare-Working Well	Vendor
Morbeck, Michael	Vendor
Walker, Clifford	Vendor
Refrigeration Systems of Illinois	Vendor
Wareham's Security	Vendor
Pioneer Ambulance Services	Vendor
Stuard & Associates, Inc.	Vendor
AEC Fire-Safety & Security, Inc	Vendor
Royal Publishing	Vendor
Kelley, Richard	Vendor
Scent Air Technologies, LLC	Vendor
Ag-Land Fs Inc	Vendor
Kubow, Donna	Vendor
Four States Women's Show LLC	Vendor
Ad-Venture Media, Inc.	Vendor
Commonwealth of Pennsylvania - Unclaimed Property	Vendor
Superior Engine Service	Vendor
Pitney Bowes Purchase Power	Vendor
RetirementHomeTV Corporation	Vendor
CMS of Holland Inc	Vendor

Gnuse, Steve	Vendor
Family Drug, Inc.	Vendor
Mangold Ford Mercury, Inc.	Vendor
Marshall F. Brustein, MD	Vendor
City of Springfield	Vendor
National Elevator Inspection Services, Inc.	Vendor
American Sanitary Supply Company, Inc	Vendor
Decatur Medical Dental Credit Union	Vendor
Polk County Sheriff	Vendor
Dunaway, Jean E	Vendor
Malloy-Barcol Overdoors Inc.	Vendor
Garry's Mole Control	Vendor
Terry Goodner	Vendor
Saunders, Joy	Vendor
Oberheim Greg	Vendor
Saco, Timothy	Vendor
McGuire, Joseph L.	Vendor
Hinz, Vernon	Vendor
HSHS Medical Group, Inc.	Vendor
Harrell, Aaron	Vendor
Estate of Mary Poe	Vendor
Central Illinois Senior Celebration	Vendor
Siegel, Roger	Vendor
Goodwin Service Co.	Vendor
Albanese Confectionery Group, Inc.	Vendor
Derby Pressure Wash	Vendor
United Seating & Mobility	Vendor
Shears, Harvey Dan	Vendor
Chris' Key Shop	Vendor
Fire & Ale	Vendor
Henkle's Ace Hardware	Vendor
Carroll, Elmina	Vendor
Kansas Unclaimed Property Department	Vendor
Futuramic Products	Vendor
A and R Hood Cleaning	Vendor
Methodist Physicians Clinic	Vendor
Heart Technologies, Inc	Vendor
Chemsearch	Vendor
Heubner, Jeffrey	Vendor
Kenworthy, Alberta	Vendor
Talley Medical Surg. Eye Care	Vendor
St. Louis Automatic Sprinkler Co., Inc.	Vendor
Logan County Department of Public Health	Vendor
Gabes Rentals	Vendor
Carmi Kiwanis Club	Vendor
Chucks Glass & Mirror Co.	Vendor
Door Equipment Company, Inc.	Vendor
Prairie Cardio Consultants	Vendor
A Day Away! Wheelchair Van Rental	Vendor
Iowa Department of Inspections and Appeals	Vendor
Felts Lock & Alarm Co., Inc.	Vendor
United Scale Service, Inc.	Vendor
My Lasting Legacy, LLC	Vendor
Lamar Texas Limited Partnership	Vendor
Morrow's HVAC, LLC	Vendor
Jack of all Trades	Vendor
City of Monticello	Vendor
Klokkenga, Ronald & Vicky	Vendor
Hillbilly Pumping & Hauling Inc	Vendor
A & R Storage	Vendor
MD West One, PC	Vendor
Puritan Springs Water	Vendor
Mechanical Concepts, Inc.	Vendor
Robert Percival	Vendor
Tru-Green Chemlawn	Vendor
Heartland PROS	Vendor
Deaton, Alison	Vendor
Sennett, Tom	Vendor
Tri-State Door Solutions LLC	Vendor
Two Men and a Truck/Central Illinois	Vendor
Rock Solid Surface Restoration	Vendor
Bode Electric, Inc.	Vendor
AE Supply	Vendor
Wichita Water Conditioning, Inc.	Vendor
Helt, Dorothy	Vendor
AKSA Power Generation USA, LLC	Vendor

National Fire Supression	Vendor
Langham Piano Service	Vendor
CLIA Laboratory Program	Vendor
Parrott, Harmon	Vendor
Andersen Door Service, Inc.	Vendor
Prairie Cardiovascular Consultants, Ltd.	Vendor
CustomCare Equipment Sales	Vendor
Able Lock Inc.	Vendor
Peerless Cleaners, Inc.	Vendor
Jackson County Chamber	Vendor
Yukon Refrigeration, HCS, Inc.	Vendor
Midwest Patient Care, Inc.	Vendor
Gooldy & Sons, Inc.	Vendor
Wiley, Doug	Vendor
Klein, Susan	Vendor
Filing, Nick	Vendor
Eden, Brenda Marie	Vendor
Decatur Park District	Vendor
Fitzgerald, Donald W.	Vendor
Burnett, Allen	Vendor
Memorial Home Services	Vendor
Boy Scouts Troop 513	Vendor
Per Mar Security Services	Vendor
Rexx Battery Specialists	Vendor
Area Glass, Inc.	Vendor
Midwest Medivan Transport Company	Vendor
Dunbar, Winston	Vendor
Kline, Alan & Barbara	Vendor
Spartan Mechanical, LLC	Vendor
LAMP	Vendor
Adventure Media, Inc.	Vendor
Hoffman Brothers Heating & AC, Inc	Vendor
Good News Productions, Int'l	Vendor
Christ In Youth, Inc.	Vendor
Columbus Industrial Electric, Inc.	Vendor
Kirk, Brianna	Vendor
MT & Associates, LLC	Vendor
Wabash Valley Service Co.	Vendor
Affordable Shred and Storage	Vendor
U.S. Dept. of the Treasury	Vendor
Mo Assisted Living Association	Vendor
Ernst, Judith A.	Vendor
Briggs Medical Services Company	Vendor
Svendsen Florist Inc.	Vendor
Yedtmann, Dorothy R.	Vendor
Quality Elevator Inspections, Inc.	Vendor
Logan County Fair Association	Vendor
Royalty Companies of Indiana	Vendor
Henady, Doris I.	Vendor
McKee Racing, Inc.	Vendor
Home Depot Credit Services	Vendor
Integrated Pest Management Inc.	Vendor
Loomis Bros. Equipment Co	Vendor
Williams Bros Health Care Pharmacy	Vendor
Professional Auto Parts	Vendor
Nebraska Home Appliance	Vendor
General Fire & Safety	Vendor
Council Bluffs Area Chamber of Commerce	Vendor
Sparks, Bonnie	Vendor
Jasper County Circuit Clerk	Vendor
Cross Technologies, Inc.	Vendor
SME Publishing Group	Vendor
Newell, Karen	Vendor
Hydro Pro Inc.	Vendor
Macon County Health Department	Vendor
Hargis, Stephen M.	Vendor
Countryside Transportation	Vendor
Tee Jay Service Company, Inc.	Vendor
Kiley Klein, Ltd	Vendor
Desutter, Jean Ann	Vendor
Label Tape Systems, Inc.	Vendor
White River Ag Sales & Electrical Repair	Vendor
Plum Street Pharmacy	Vendor
Capitol Group, Inc.	Vendor
Jackson County Tire, LLC	Vendor
Parks Sewer Service Inc.	Vendor

Henderson, Dane	Vendor
Devereux, Jeanette	Vendor
Bruce, Inc.	Vendor
NWI PrintPro	Vendor
Abraham Lincoln Memorial Hospital	Vendor
Kingery, Dallas	Vendor
Wilma Perry	Vendor
CliftonLarsonAllen, LLP	Vendor
Gibson, John	Vendor
Arant, Rod L.	Vendor
Premier Companies	Vendor
Precision Glass & Glazing Inc.	Vendor
Lifeline Systems Company	Vendor
Boston Uncommon, LLC	Vendor
Concord Christian Church	Vendor
Insight Drug Abuse Testing	Vendor
Interstate All Battery Center	Vendor
Hilltop Nursery & Landscape Co	Vendor
Jason, Yvette	Vendor
Central District Alarm, Inc.	Vendor
Black, Joseph (Standing Trustee)	Vendor
Adult & Pediatric Urology, P.C.	Vendor
Commercial Readers Service	Vendor
Effie Snyder	Vendor
Unitherm Inc	Vendor
Grizzly Bear Golf Cars	Vendor
Leep's Supply Co.	Vendor
Warrensburg-Latham CUST#11	Vendor
Springfield Civic Garden Club	Vendor
University of Saint Frances	Vendor
Nocita, Brad	Vendor
S Anglin & Associates, LP	Vendor
Real Value Auto	Vendor
Samson Holdings, LLC	Vendor
Pro X Property Management LLC	Vendor
Regional Acceptace Corporation	Vendor
Lyster, Sr., Gary G.	Vendor
McDonald, Rosemary	Vendor
Kennedy, Debra	Vendor
Kennedy Crossing Apartments	Vendor
Iowa Division Of Criminal Investigation	Vendor
Martinez, Suani	Vendor
Elite One Property Management	Vendor
Eames, Ilene	Vendor
CEFCU	Vendor
BKM Services, Inc.	Vendor
Sav-A-Day Laundry Machinery, Inc.	Vendor
Leroy Emergency Ambulance Service	Vendor
Central Illinois Lighting and Signs	Vendor
Carter, James R.	Vendor
Wolf Medical Supply	Vendor
Higdon Florist	Vendor
Lands'End Business Outfitters	Vendor
LGS Plumbing	Vendor
Yellow Checker Cab Inc.-Springfield	Vendor
The Chamber	Vendor
Crest Electronics, Inc	Vendor
CVS/Caremark	Vendor
CWCHS	Vendor
Tazewell County Health Dept	Vendor
CommunityWide Federal Credit Union	Vendor
Total Uptime Technologies, LLC	Vendor
Pierce Communications, Inc.	Vendor
The Joplin Globe	Vendor
Dobson Automotive, Inc.	Vendor
Theobald, Debra S.	Vendor
Shipment Trackers, Inc.	Vendor
Orthopedic Center Of Illinois	Vendor
Trophy House	Vendor
Nolan, Ed	Vendor
Missouri State Medical Association	Vendor
Kaleida Systems, Inc.	Vendor
Harold Goodman Excavating & Trucking, Inc.	Vendor
Aircraft-Balloons, Inc	Vendor
Hall, Kaleb	Vendor
AAA Lawn Irrigation, Inc.	Vendor

Indiana Laundry, Inc.	Vendor
Atlas Lock Inc.	Vendor
Anytime Floral & Gifts	Vendor
City of Lincoln	Vendor
Staats Service Today! Inc	Vendor
Medic Alert Foundation United States	Vendor
Evans Motors	Vendor
Superior Ambulance Service of Indiana	Vendor
Carmi Chamber Of Commerce	Vendor
Ellis, Glen	Vendor
Young's Security Systems, Inc	Vendor
Hickory Point Christian Village	Vendor
Ozark Flag Distributors	Vendor
Indiana Dept Of Environmental Mgmt	Vendor
All Seasons Signs	Vendor
Ascension Medical Group Evansville	Vendor
Creative Brick & Concrete	Vendor
Serenity App, Inc	Vendor
Medora Community School	Vendor
Keeping It Green, Inc.	Vendor
Positive Promotions Inc	Vendor
Community Action Partnership of Central Illinois	Vendor
INSCCU - ASFE	Vendor
ILMO Products, Co.	Vendor
Orthopaedic Associates	Vendor
Stokes Window Cleaning	Vendor
Southern, John S.	Vendor
Ragged Blade LLC	Vendor
Trane	Vendor
Hay, Monica L.	Vendor
Alegent Health OHS/EAP	Vendor
Heritage Tractor, Inc	Vendor
John Deere Financial	Vendor
Superior Elevator Inspections & Consulting	Vendor
Overhead Door Company of Columbus, Inc.	Vendor
Lioncrest 1, LLC	Vendor
Andrew Huff M.D.	Vendor
Clean Right Floor Specialist, Inc	Vendor
Logic Ministries	Vendor
American Rehabilitation Ministries, Inc.	Vendor
Wjaa-Midland Media, Inc.	Vendor
Missouri Dept. of Public Safety	Vendor
Iowa Department of Natural Resources	Vendor
Caraway, Tim	Vendor
Beck, Debra K.dba Natures Secrets	Vendor
All-Phase Electric Supply Co.	Vendor
Alegent Health Mercy Council Bluffs	Vendor
Blue Chip Pest Services	Vendor
Midwest Equipment	Vendor
Midwest Transit Equipment Inc	Vendor
Indiana Farm Bureau Insurance	Vendor
Omaha Tractor Inc.	Vendor
Bilderbeck, Helen V.	Vendor
Seidler, Sandra	Vendor
Bionic Prosthetics & Orthotics	Vendor
St. Clair Township	Vendor
Vires, David	Vendor
New-Mac Electric Cooperative	Vendor
Sutton General Services	Vendor
Edgepark Medical Supplies	Vendor
The Oasis	Vendor
May, Joseph L.	Vendor
Kelton, Steve R.	Vendor
Don and Mels Music LLC	Vendor
Bonick, John S.	Vendor
Brook, John Alexander	Vendor
The Vernon Company	Vendor
PV Business Solutions, Inc	Vendor
Buening Electronics, Inc.	Vendor
Cummins Central Power, LLC	Vendor
Estate of Lawrence Maher	Vendor
Barker, Jalyn M	Vendor
Pacific Surgery Center	Vendor
Zumwalt Corporation	Vendor
Illinois Pharmacist Association	Vendor
HSI Underground LLC	Vendor

Grafted In	Vendor
City of St. Louis Department of Health	Vendor
American Council on Gift Annuities	Vendor
Brownstown Hardware, Inc.	Vendor
Accurate Biometrics	Vendor
Pauley's Prints	Vendor
Voyce	Vendor
Vogelzang, Richard & Connie	Vendor
Scout Products, LLC	Vendor
Heaton Advertising	Vendor
Printing Specialists, LLC	Vendor
Isis Medical, Inc.	Vendor
Kevin's Appliance Repair	Vendor
Elevator Safety Associates	Vendor
Carle Bromenn Medical Center	Vendor
Krause Key & Lock Service, Inc.	Vendor
Wolters Kluwer Health	Vendor
Bureau of Motor Vehicles	Vendor
Horgash, Paul A.	Vendor
Huckleberry, Erron	Vendor
Healy, Danielle L.	Vendor
Heartland Coca-Cola Bottling Company, LLC	Vendor
Area Agency on Aging for Lincolnland	Vendor
Centier Bank	Vendor
Industrial Chem Labs	Vendor
Lehr, Steven	Vendor
Forefront Telecare, Inc.	Vendor
Hobby Lobby	Vendor
Fun on the Run, Inc	Vendor
Gracie Mae's Flowers & Gifts LLC	Vendor
Molinari, Mary B	Vendor
Landry, Richard G.	Vendor
Collins, Paul R.and Marilyn D.	Vendor
Becher's Sewer & Drain	Vendor
The State Fire Marshal	Vendor
Culligan Pure Waters, LLC	Vendor
Peoria Lock and Safe, Inc	Vendor
Barlow Lock & Security, Inc.	Vendor
Healthlink, Inc.-CON	Vendor
Mr. Muffler	Vendor
Millburg, Mason	Vendor
All Star Business Group	Vendor
Hicksgas Urbana	Vendor
The Farm	Vendor
Ignite Church Planting	Vendor
LTCSWI	Vendor
Impact Christian Church	Vendor
Lake Superior Court IV	Vendor
Lady Braves Volleyball	Vendor
Lewis Township Fire & Rescue	Vendor
Conn, Nioma J	Vendor
Cook Rentals	Vendor
Collection Services Center	Vendor
Lawrence County Treasurer	Vendor
Garner, Dorothy	Vendor
Quest Diagnostics	Vendor
The LandFair Company	Vendor
Zebra Technologies International, LLC	Vendor
Action Appliance Parts	Vendor
Imaging Consultants of Central IN	Vendor
DJO, LLC	Vendor
JMS Hand Associates, S.C.	Vendor
GJ Builders Hardware, Inc.	Vendor
Staff, Mark	Vendor
Anderson & Anderson, P.C.	Vendor
Simmons, Cuma Elaine	Vendor
Frisch, Lenny	Vendor
Pulse Technology	Vendor
Kimble, Amanda Marie	Vendor
Anderson, Laura	Vendor
Activity Connection.com	Vendor
Thomason Enterprises	Vendor
Zyla, Abby	Vendor
O'Reilly Automotive	Vendor
Florida Department of Financial Services	Vendor
Palace Cleaners	Vendor



Fastenal Company	Vendor
4P Industrial Cleaning Corporation	Vendor
Sam's Club	Vendor
Vallette Construction	Vendor
Express Car Care	Vendor
Hamilton Memorial Hospital	Vendor
Lifelink, LLC	Vendor
Estate of Edith Fulks	Vendor
Stuckwisch Appliances	Vendor
Vernon, Jerry	Vendor
Wong-Monaco, Gail	Vendor
Williams, Ryan E.	Vendor
White, Gerald Wayne	Vendor
White County CEO	Vendor
Sanchez, Alberto	Vendor
Nimon, Tyler	Vendor
New Jerusalem Singers	Vendor
Jeff's Riverside Auto Wash	Vendor
Howell, Natalie Ann	Vendor
Cleary, Ashley	Vendor
Fred Walker Music LLC	Vendor
Decatur Civic Center Authority	Vendor
Delich, Jakob	Vendor
Frudakis, William A.	Vendor
Bach, Wanda	Vendor
Anderson, Michael R	Vendor
Brownstown Boys Basketball Booster	Vendor
Cerny, Amy	Vendor
Barrenzuela, Julio	Vendor
AmeriGas Propane LP	Vendor
Ruby Electric	Vendor
Bug Out/Rentokil Company	Vendor
Noonan Grand Rental	Vendor
All Small Engines N More	Vendor
St. John's Hospital - Springfield	Vendor
Graybar	Vendor
Seiler Heating, AC & Electrical, LLC	Vendor
Bill's Electric, Inc.	Vendor
Hoosier Lock & Key	Vendor
Bowers Service Company	Vendor
Kentucky State Treasurer	Vendor
Fontenelle Forest	Vendor
Central Illinois Security, Inc.	Vendor
Freeman Hospital	Vendor
Ohio Division of Unclaimed Funds	Vendor
Reyes, Alicia	Vendor
Walker, Michael	Vendor
Beabout, Mary	Vendor
Prairie Pride Industries, Inc.	Vendor
Lawrence County Health Department	Vendor
Cawley, Matthew	Vendor
Carmi Family Clinic	Vendor
Pitney Bowes Inc.	Vendor
Lincoln Auto Parts - Napa	Vendor
Copy Trolley	Vendor
Interstate Battery System of Central Illinois, Inc.	Vendor
Pritchett, David	Vendor
NRAI, Inc.	Vendor
Bouncy Fun Rentals LLC	Vendor
Ciox Health	Vendor
T. J. Marche	Vendor
Martin Engineering Company	Vendor
Southwest Church of the Nazarene	Vendor
RBC Ministries	Vendor
Law Enforcement Services	Vendor
Katambwa, Janice Lesane	Vendor
McClarey, Julie	Vendor
Lincoln Railsplitters Club	Vendor
Darling International Inc.	Vendor
Evans, Chad	Vendor
Cody, Christopher	Vendor
White County Abrasive & Industrial Supply Inc.	Vendor
Receivable Management Services LLC	Vendor
ADSS Global	Vendor
A&B Trophy	Vendor
Missouri State Treasurer	Vendor

Ultra-Chem, Inc.	Vendor
Thornton Welding Service, Inc.	Vendor
Oregon State Treasury	Vendor
Robinson, Phyllis J.	Vendor
FP Mailing Solutions	Vendor
Jansen Auto Group	Vendor
Naeir	Vendor
Concentra	Vendor
Ortho Source, Inc.	Vendor
Community Utilities of Indiana	Vendor
Town and Country Advertising	Vendor
Mercy Clinic Joplin, LLC	Vendor
Nation, Meagan J.	Vendor
Pruim, Matthew	Vendor
Arizona Department of Revenue	Vendor
American Legion Auxiliary	Vendor
Sangamon Diesel Service, Inc.	Vendor
Minnesota Department of Commerce	Vendor
No Frills Supermarket, Inc	Vendor
Hoosier Christian Village	Vendor
Baptist Health Medical Group, Inc.	Vendor
Martin, Lucinda	Vendor
Miller Orthopaedic Affiliates, P.C.	Vendor
Southern Orthopedic Assoc	Vendor
Mercy Hospital Joplin	Vendor
Office Essentials, Inc.	Vendor
Gilmore, Richard	Vendor
Grieme-Arnold Insurance Agency, LLC	Vendor
Carmi Lumber Company	Vendor
Directory Of The Ministry	Vendor
Avera Medical Group Marshall	Vendor
Alegent Health Clinic	Vendor
Texas State Comptroller	Vendor
Sangamon County TRIAD	Vendor
Pleasant Ridge Christian Church	Vendor
Esteban, Alma Grace Idefonso	Vendor
California State Controller	Vendor
Carmi Christmas Elves, Inc.	Vendor
Crown Rentals, Inc.	Vendor
Woodford Test Lane	Vendor
Moore, Richard	Vendor
M&R Welding	Vendor
IU Health Southern Indiana Physicians, Inc	Vendor
Locke Supply	Vendor
Ozark Christian College	Vendor
Wabash Christian Apartments	Vendor
Classic Taxi, Inc.	Vendor
Adams, Amy	Vendor
Tri-State Orthopaedic Surgeons, Inc.	Vendor
Absopure Water Company	Vendor
Pollard, Dorothy	Vendor
Toner Connection, LLC	Vendor
The Daily Nonpareil	Vendor
Credit Acceptance Corporation	Vendor
Davis, Kenley	Vendor
Allen, Katelyn	Vendor
John C Kefalas M.D., S.C.	Vendor
Welch, Mary	Vendor
Brownstown Auto Parts	Vendor
Southern Indiana Orthopedics Inc.	Vendor
Dixie Printing	Vendor
Aldrich, Kaitlyn	Vendor
Carle Foundation Hospital	Vendor
Winfrey, Charles	Vendor
Deaconess Specialty Physicians	Vendor
Orthopaedics Indianapolis	Vendor
Total Renal Laboratories Inc	Vendor
Simmons, Caroline	Vendor
Secretary Of State	Vendor
Humana Pharmacy Solutions, Inc.	Vendor
Godfrey, Stephanie	Vendor
HealthDrive Eye Care Group	Vendor
Georgia Department of Revenue	Vendor

**EXHIBIT B**

**Engagement Letter**



July 15, 2024

Nick Filing  
Chairman of the Board  
Two CityPlace Drive, 2nd Floor  
St. Louis, MO 63141

**RE: Turnaround Management – Christian Horizons**

Dear Mr. Filing,

This letter (this “**Agreement**”) is effective as of the date of execution, below, and is subject to approval of this engagement by the United States Bankruptcy Court for Eastern District of Missouri in the Company’s pending Chapter 11 cases. This Agreement confirms and specifies the terms and conditions of the engagement between Healthcare Management Partners, LLC (“**HMP**”) and Midwest Christian Village, Inc. d/b/a Christian Horizons and related entities (“**CH**”, the “**Company**” or the “**Client**”) to provide turnaround management and restructuring services.

Christian Horizons currently operates a group of senior living and health care facilities in Illinois, Indiana, Iowa, and Missouri. The obligated group consists of Independent Living, Assisted Living, and Skilled Nursing. Other services outside of the obligated group include pharmacy and supportive living.

UMB Bank, N.A. serves as successor master trustee (the “**Master Trustee**”, and collectively with the hereinafter defined Bond Trustee, the “**Trustee**”) under the Master Trust Indenture dated June 1, 2007 (as amended and supplemented, the “**Master Indenture**”) by and among Wells Fargo Bank, National Association, in its capacity as initial master trustee and Christian Homes, Inc., Crown Point Christian Village, Inc., Hickory Point Christian Village, Inc., Hoosier Christian Village, Inc., Lewis Memorial Christian Village, Midwest Senior Ministries, Inc., New Horizons PACE MO, LLC, Risen Son Christian Village, Senior Care Pharmacy Services, LLC and Spring River Christian Village, Inc (collectively, the “**Obligated Group**”).

UMB Bank, N.A. also serves as successor bond trustee (the “**Bond Trustee**”) under (i) the Bond Trust Indenture dated March 1, 2016, by and between Illinois Finance Authority and Wells Fargo Bank, National Association in its capacity as initial bond trustee (as amended and supplemented, the “**2016 Bond Indenture**”), (ii) the Bond Trust Indenture dated December 1, 2018, by and between Health and Educational Facilities Authority of the State of Missouri and Wells Fargo Bank, National Association in its capacity as initial bond trustee (as amended and supplemented, the “**2018 Bond Indenture**”), (iii) the Bond Trust Indenture dated September 1, 2021 by and between Illinois Finance Authority and Computershare Trust Company, N.A. as initial bond trustee (as amended and supplemented, the “**2021A Bond Indenture**”); and (iv) the Bond Trust

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Indenture dated September 1, 2021 by and between Illinois Finance Authority and Computershare Trust Company, N.A. as initial bond trustee (as amended and supplemented, the “**2021B Bond Indenture**” and with the 2016 Bond Indenture, the 2018 Bond Indenture and the 2021A Bond Indenture, the “**Bond Indentures**”). Capitalized terms used but not defined herein have the meanings given to them in the Master Indenture and the Bond Indentures, as applicable.

The obligated group failed to make the required monthly deposits of principal and interest toward the next payment due on the Bonds. Therefore, Events of Default have occurred.

As part of ongoing discussions with CH and UMB Bank, CH’s leadership engaged Healthcare Management Partners (“**HMP**”) to assist with turnaround management and Chapter 11 related tasks on a going forward basis. This letter confirms the scope of the services to be performed by HMP and the basis of compensation for those services.

**1. Scope of Work**

Client engages HMP to perform certain turnaround management and restructuring services described below:

CH is engaging HMP to serve as Chief Restructuring Officer (“**CRO**”) and for Restructuring Officer (“**RO**”) services for the duration of this phase of the engagement. Shawn O’Conner shall serve as CRO. Scott Phillips and Zach Rowe shall serve as ROs.

The CRO and ROs shall be permitted to utilize other HMP members when appropriate in the CRO or RO’s sole discretion. Additional HMP members shall charge Client for such member’s services at such members’ hourly rate.

During the term of this Agreement the CRO shall always be an officer of the Client and report to its Board of Directors (including when applicable the Executive Committee or other Committees of the Board) and the President of the Company. Each RO shall also be an officer of the Client and during the term of the Agreement shall report to the CRO and the President of the Company.

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HMP's strategic initiatives in conjunction with the provision of executive services include, but are not limited to the following:

**Task 1.0: Chief Restructuring Officer (CRO)** – Subject to the oversight of the Board and the President, HMP, as CRO, shall act as an officer of the Company. The CRO and RO shall report to the President in the first instance and consult with the President as requested by the President. The Board shall approve the engagement and/or dismissal of executive officers of the Company. In addition, CRO's duties shall include, but not be limited to, the following:

- 1.0 Optimize Enterprise Value of the Company – Work closely with the President and the Company's outside advisors to maximize the enterprise value of the Company and facilitate its sale or affiliation at the highest possible market valuation consistent with its duties to its creditors, mission, and values.
- 1.1 Weekly Cash flow – Manage and update a regularly updated 13-week cash flow projection and manage liquidity of the Company.
- 1.2 Revenue Enhancements – Develop and assist in implementing a plan to maximize volume and rates at each location specific to the market level of care.
- 1.3 Expense Reductions – Assist in the identification and implementation of cost reduction and operational improvement opportunities, including discretionary spending monitoring.
- 1.4 Workforce Development – Assist in the implementation of a recruitment and retention plan.
- 1.5 Corporate Staff Management – Provide leadership and supervisory authority over those positions and departments that are designated as reporting to HMP, as agreed between the Board, President and HMP.
- 1.6 Strategic Planning – Assist other Company engaged professionals in developing, for the Board's review, possible restructuring plans or strategic alternatives for maximizing the enterprise value of the Company's various business lines.
- 1.7 Stakeholder Communication – Assist other Company engaged professionals in developing, for the Board's review, possible restructuring plans or strategic alternatives for maximizing the enterprise value of the Company's various business lines.
- 1.8 Sales & Marketing Strategy – Work with the Company to implement a new sales and marketing plan.

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- 1.9 Operational Support – Provide management with relevant information to make decisions to best position the organization for success, including facility level regulatory and clinical support.

**Task 2.0: Financial Support** – Zach Rowe in his capacity as RO will provide oversight and support for financial operations in coordination with existing Company management (including the Controller and President).

- 2.1 Financial Reporting – Review of the Company’s financial information that has been, and that will be, provided by the Company to its creditors, including without limitation its short and long-term projected cash flows and operating performance.
- 2.2 Oversee Financial Close Process – Assume the responsibility of the financial close process, managing and assisting the Controller of the Company as needed.
- 2.3 Manage Creditor Relationships – Communicate and manage expectations with creditors including trade vendors.
- 2.4 Revenue Cycle Management – Provide additional oversight over the revenue cycle and system implementations of PCC, if necessary.
- 2.5 Manage Financial Operations Performance – Provide additional oversight over the revenue cycle and system implementations of PCC, if necessary.

**Task 3.0: Bankruptcy Preparation & Case Management** – Provide financial advisory services for all tasks related to an in-court restructuring process.

- 3.1 Bankruptcy Schedules – Assist with all required bankruptcy schedules and help identify and negotiate with critical vendors.
- 3.2 Monthly Operating Reports – Prepare and file required monthly operating reports with the court as required.
- 3.3 Cash Flow Budget Reports – Provide ongoing budget to actual variance analysis for the court.
- 3.4 Expert Testimony – Testify in court as required throughout the bankruptcy proceedings.
- 3.5 Divestiture Accounting – Assist the company in performing divestiture accounting and properly report the transaction and impact on the remaining estate to all stakeholders.

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**2. Compensation**

HMP's fees are calculated by multiplying the hours worked by HMP personnel by their respective discounted Not for Profit hourly billing rates, which are set out below:

Senior Managing Director	\$675
Managing Director	\$550
Senior Directors	\$500
Directors	\$450
Senior Associates	\$375
Associates	\$300
Data Analysts	\$175

HMP estimates monthly fees in this matter will range from \$200,000 to \$315,000 for turnaround and restructuring services performed. This estimate does not include travel expenses. For the duration of the engagement, HMP's monthly fees will be capped at \$260,000 before travel and other reimbursable expenses. HMP reserves the right to recover fees that exceed the monthly cap in a following month that does not meet or exceed the capped limit.

If any changes to the Services outlined in this Agreement are required, the proposed changes will be discussed with the Client. Fee estimates will be provided by HMP for the required adjustments before proceeding. The parties agree that such fee estimates are estimates only, and HMP will not be bound by such fee estimates but only by a written amendment or supplement to this Agreement.

The Client will reimburse HMP for reasonable out-of-pocket expenses incurred by HMP in the performance of services under this Agreement, including, but not limited to, delivery services, printing services and other out-of-pocket costs. With respect to travel required in connection with the Services, the Client will reimburse HMP for reasonable out-of-pocket expenses incurred by HMP personnel in connection therewith, including but not limited to airfare, rental car expense, reasonable food and lodging expense, and similar customary travel expenses. HMP will provide the Client with customary documentation of such out-of-pocket expenses. HMP's reimbursable out-of-pocket expenses shall not exceed 17% of professional fees billed. HMP reserves the right to recover out-of-pocket expenses that exceeded 17% of professional fees billed for a given month in a following month that does not meet or exceed the capped limit for out-of-pocket expenses.

Subject to section 10 hereof, HMP shall also be entitled to reimbursement for all reasonable legal fees and necessary legal expenses incurred by HMP to perform under this Agreement, provided that the Client first consents to the retention of such counsel for such services. All



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such fees and costs will be reimbursed by the Client upon the Client's receipt of and approval of invoices thereof, which shall be submitted to the Client promptly after HMP receives the invoices from counsel. HMP's professional fees and expenses will be set forth on invoices detailing itemizations of the charges.

As part of this engagement, HMP requires payment of a retainer in the amount of \$260,000 which has been received. We will hold these funds on deposit and may draw against them to satisfy our bills, copies of which will be sent to the Client for its information. HMP has written off amounts owed to HMP by the Client relating to services performed in June by HMP in the prior phase of its engagement. Any unapplied balance of the retainer will be returned to the Client immediately upon termination of our engagement. The Client shall replenish the retainer amount held on deposit upon receipt of each bill. In addition, should a bill exceed the amount held on deposit, the Client will pay any balance owing on the current bill after application to such billing and will replenish the retainer to the initial \$260,000 amount. If the amount held on deposit is not replenished promptly, we reserve the right to discontinue our representation until the Client pays such amount.

Payments should be wired to:

Bank Name: Truist Bank

ABA Number: # 064208165

Account Name: Healthcare Management Partners, LLC

Account Number: # 0000118729374

Without limiting its rights or remedies, HMP shall have the right to terminate this agreement entirely if payment is not timely received as specified in this Agreement.

The Client shall promptly apply to the bankruptcy court for approval of, among other things, Shawn O'Conner to serve as CRO for the Client effective as of the date of the Chapter 11 filing and be vested with all of the powers and duties to operate the Client's business in accordance with the Bankruptcy Code, and that HMP not be compensated as a professional and not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code and that Client be authorized to pay HMP in the ordinary course of business reasonable amounts invoiced by HMP for fees and expenses. The form of the retention application and proposed order to be reasonably acceptable to HMP. Invoices regarding HMP's fees and expenses shall be filed with Bankruptcy Court and provided to the Office of the United States Trustee, counsel to UMB Bank as Indenture Trustee and counsel to any Official Committee with an opportunity to object within 21 days of the filing of such fees with the Bankruptcy Court

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### **3. Projections; Reliance; Limitation of Duties**

The Client understands the Services to be rendered by HMP may include the preparation of projections and other forward-looking statements, and that numerous factors can affect the actual results of the Client's operations, which may materially and adversely differ from those projections and other forward-looking statements. In addition, HMP will be relying on information provided by third parties in the preparation of those projections and other forward-looking statements.

The Client agrees that it is responsible for supplying complete and accurate information, books, and records upon which HMP and its personnel may reasonably rely, and neither HMP nor any personnel provided by HMP shall have any responsibility for mistakes or omissions on their part arising as a result of having reasonably relied upon information, representations, books, and records provided by the Client or other third parties or on the Client's behalf that were inaccurate or incomplete.

Neither HMP nor any personnel provided by HMP make any representation or guarantee that any recommendations made by HMP would, if implemented, be more effective than potential alternatives. The Client cannot rely on any services rendered by HMP to discover or determine the nature and extent of any errors, fraud or wrongdoing should they exist.

It is not within the scope of the duties of HMP to render an opinion or assurance about accounting policies, internal controls, financial statements, the application of generally accepted accounting principles or compliance with any rules, regulations, and policies. From time to time, HMP may require access to the work that other professionals have carried out for the Client, and the Client agrees that such access does not constitute HMP's approval of the procedures or standards used by these professionals. The Client is aware that there is a possibility that other professionals, for varying reasons, may reach different conclusions and make different judgments based on the same information or data.

Further, the Client acknowledges that no reports, analyses, or other work product of HMP, in whole or in part, shall constitute a fairness or solvency opinion, and that HMP will not provide any legal advice or address any questions of law.

### **4. Employment by HMP**

All HMP personnel providing services hereunder will continue to be employed by HMP and, while rendering services to the Client, will continue to work with other personnel at HMP in connection with other unrelated matters, which will not interfere with services pursuant to this engagement. HMP will have no liability to the Client or any third party for any acts or omissions of Client personnel.

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**5. Engagement Management; Staff and Qualifications**

HMP shall be responsible for all professional services rendered in conjunction with this assignment. The engagement will be led by Shawn O’Conner, Managing Director. Shawn will be assisted by other staff, as needed.

**6. Relationship of the Parties; Independent Contractor**

The parties intend that an independent contractor relationship will be created by this Agreement. Neither HMP nor any of its personnel should be considered an employee or agent of the Client, and the personnel of HMP are not entitled to any of the benefits that the Client provides for its employees. All professional HMP staff shall remain HMP employees throughout this engagement.

**7. No Audit: No Duty to Update**

It is understood that HMP is not being requested and does not undertake to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC, or other state or national professional or regulatory body.

HMP is under no obligation to update data submitted to HMP by Client or any analyses prepared by HMP derived therefrom except as specifically agreed by HMP and the Client.

**8. Conflicts**

Because HMP is a professional services firm that serves clients on a national basis in numerous cases, both in and out of court, it is possible that HMP may have rendered services to or have business associations with other entities or people which had have or may have relationships with the Client. Should HMP become or be made aware of a potential conflict, HMP will disclose such potential conflict to Client, evaluate the most appropriate action to be taken and will work to resolve the potential conflict.

**9. Confidentiality; Non-Solicitation**

HMP will maintain the confidentiality of all non-public information received from the Client in conjunction with this engagement, except: (i) as requested by the Client or its legal counsel; (ii) as required by legal proceedings; or (iii) as reasonably required in the performance of this engagement. All obligations as to non-disclosure will cease as to any part of such information to the extent that such information is or becomes public other than because of a breach of this provision.

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Except as specifically provided for in this Agreement, the Client, on behalf of itself and its affiliates and any of its successors or assigns, agrees that, until one year subsequent to the termination of this engagement (unless otherwise agreed in writing by HMP), it will not solicit, recruit, hire or otherwise engage any employee of HMP who worked on this engagement while employed by HMP ("**Solicited Person**"); provided, however, that this restriction will not apply with respect to any general solicitation for new employees not targeting any Solicited Person.

**10. Limitation on Liability**

In no event shall HMP be liable to the Client, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid pursuant to this Agreement, or for any consequential, indirect, special or punitive damages, including loss of profit, data, business or goodwill or similar damages relating to HMP's services provided under this Agreement, except to the extent resulting from the gross negligence, willful misconduct or fraudulent behavior of HMP relating to such services or from a breach of the warranty of good faith and professionalism set forth below. The Client will not indemnify HMP in connection with claims for gross negligence, willful misconduct, or fraudulent behavior of HMP relating to such services.

The Client accepts and acknowledges that HMP has not made any warranties or guarantees of any nature with respect to the results, outcome, or final developments in this matter or with respect to the economic, financial, or other results which the Client may experience because of the services provided by HMP.

HMP warrants that it shall perform the services in good faith and in a professional manner. HMP disclaims all other warranties, either express or implied. The Client will indemnify HMP and its personnel to the same extent as the most favorable indemnification the Client extends to its officers or directors, whether under the Client's bylaws, its articles or certificate of incorporation, by contract or otherwise, and no reduction or termination in any of the benefits provided under any such indemnities will affect the benefits provided to HMP and its personnel. In no event shall HMP be indemnified or receive contribution to the extent that any claim or expense has resulted from HMP's bad faith, self-dealing, breach of fiduciary duty, gross negligence, willful misconduct, or fraudulent conduct.

Concurrent with the effective date of this agreement Mr. O'Conner and other assigned ROs in their respective capacities as officers of the Client shall be added as "Named Insureds" to the Client's officers and directors' liability or other similar or equivalent insurance policies to same extent as all other officers, directors, or trustees of the client, and shall remain insured for tort claims submitted related to their tenure as officers of the Client.

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**11. Force Majeure**

Neither party to this Agreement will be liable for any delays or nonperformance directly or indirectly caused by circumstances beyond its reasonable control, including but not limited to, the failure to cooperate by the other party or any third party, fire, epidemic, strike or labor dispute, war, violence, or any law, regulations or requirements by a governmental agency or authority.

**12. Intellectual Property**

HMP has the rights in and may, in connection with the performance of the duties under this Agreement, employ, provide, modify, create, acquire, and obtain rights in works of authorship, materials, reports, information and other intellectual property created or provided by HMP.

Except as noted below, the work product or deliverables specified in this letter will become the property of the Client upon full and final payment to HMP. HMP grants the Client, upon full and final payment, the license to use any HMP technology, templates, and tools, in connection with the deliverables, if any such technology, templates and tools are contained within the deliverables.

To the extent that HMP uses any of its intellectual property in connection with the deliverables within this Agreement, such property will remain HMP's property and except for the license granted in the paragraph above, the Client will not acquire any right or interest in such property.

**13. Client Responsibilities, Third Party Information, and Assumptions**

The Client acknowledges that HMP's and its personnel's performance is dependent upon the timely and effective satisfaction of the Client's responsibilities. The Client shall cooperate fully with HMP.

**14. Assignment and Subcontracting**

Except as specified below, neither party may assign, transfer or delegate any of its rights relating to this Agreement without the prior written consent of the other party, and any such attempt shall be void. The Client consents to HMP's assigning or subcontracting any of HMP's rights or obligations to any affiliate or related entity or any entity that acquires all or a substantial part of the assets or business of HMP.

Services performed by HMP's subcontractors shall be billed as professional fees on the same basis as services performed by HMP's personnel, unless agreed otherwise.

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**15. Termination**

The parties may terminate this agreement as follows:

- (i) Termination without Cause. Either party may, in its sole discretion, terminate this agreement without cause by giving the other party at least 30 days' prior written notice.
- (ii) Termination upon Mutual Agreement. The parties may, at any time, terminate this agreement by mutual written consent on the date and under the conditions that the parties agree.

Upon any expiration or termination of this Agreement, HMP shall turn over to Client any and all Client property, information, records and documents related to the Community in the possession of HMP and shall cooperate with Client to effectuate such turnover of the Community without undue disruption or loss to Client, and Client shall turn over to HMP any and all HMP property, information, records and documents in the possession of Client and shall cooperate with HMP to effectuate such turnover of the Community without undue burden to HMP.

**16. Miscellaneous**

This Agreement (a) shall be governed and construed in accordance with the laws of the State of Tennessee, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof; (b) incorporates the entire understanding of the parties with respect to the subject matter hereof; and (c) may not be amended or modified except in writing executed by the parties hereto. Each of the parties hereto (including HMP) agrees (x) that, to the extent permitted by applicable law, in the first instance, in the U.S. Bankruptcy Court while the Company's Chapter 11 cases are pending there or otherwise in the U.S. District Court for the Middle District of Tennessee which court shall have jurisdiction over any litigation arising out of this Agreement, (y) to submit to the personal jurisdiction of such court; and (z) waives any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue as provided herein.

If any provision of this Agreement is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision will be modified to the extent needed to render it enforceable, preserving the intent of the parties to this Agreement.

By signing this letter, the Client represents and warrants that it has the authority to enter into this Agreement subject to approval by the Bankruptcy Court.

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If the foregoing is acceptable to the Client, please sign the enclosed copy to acknowledge your agreement with its terms.

Best Regards,

**Healthcare Management Partners, LLC**

*P. Shawn O'Conner*

Shawn O'Conner

Managing Director

Healthcare Management Partners, LLC

**AGREED AND ACCEPTED ON THIS \_\_\_\_ DAY OF JULY 2024 BY:**  
**Christian Horizons.**

By: \_\_\_\_\_

Its: Chairman of the Board