

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:

MIDWEST CHRISTIAN VILLAGES, INC.
et al.,¹

Debtors.

Chapter 11

Case No. 24-42473-659 "
(Joint Ado lplmt cvlqp "Tgs wguwgf)

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

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF B.C. ZIEGLER AND COMPANY AS
FINANCIAL ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION,
EFFECTIVE AS OF THE PETITION DATE**

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

RELIEF REQUESTED

1. By this Application, the Debtors seek entry of an order, pursuant to §§ 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014 and 2016-

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



2 of the Local Rules of Bankruptcy Procedures for the Eastern District of Missouri (the “**Local Bankruptcy Rules**”), authorizing (i) the Debtors to retain and employ B.C. Ziegler and Company (“**Ziegler**”) as exclusive financial advisor to the Debtors, effective as of the Petition Date (as defined below) under the terms and conditions set forth in the letter agreement dated May 28, 2024 by and between Ziegler and the Debtors (the “**Letter Agreement**”), a copy of which is attached hereto as **Exhibit A**, and (ii) granting such other and further relief as the Court deems appropriate. The retention and employment of Ziegler, and any payments made or to be made by the Debtors in connection with the retention and employment of Ziegler, shall be in compliance with and shall be subject to the budget attached as Exhibit 1 (as may be amended, modified, or supplemented, the “**DIP Budget**”) to the *Interim Order (1) Authorizing Debtors in Possession to Obtain Post-Petition Financing; (2) Authorizing Debtors in Possession to Use Cash Collateral; (3) Providing Adequate Protection; (4) Granting Liens, Security Interests and Superpriority Claims; and (5) Scheduling a Final Hearing* (the “**Interim DIP Order**”), and shall be subject to all rights and interests granted to UMB Bank, N.A. as DIP Lender. In support of this Application, the Debtors submit the declaration of Dan Revie, managing director at Ziegler, (the “**Revie Declaration**”), attached hereto as **Exhibit B**.

BACKGROUND

2. On July 16, 2024 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Eastern District of Missouri (the “**Court**”).

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

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

5. 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.

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

JURISDICTION AND VENUE

7. 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).

8. The statutory predicates for the relief sought herein are §§ 327(a) and 328 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014 and 2016-2.

BASIS FOR RELIEF

9. The Debtor seeks approval of the Letter Agreement (including, without limitation, the Fee and Expense Structure (as defined below) and the indemnification provisions, both of which shall be subject to and in accordance with the DIP Budget, the Interim DIP Order, and any related final order) pursuant to § 328(a) of the Bankruptcy Code.

10. Section 328(a) of the Bankruptcy Code provides, in relevant part, that the Debtor "with the court's approval, may employ or authorize the employment of a professional person . . .

on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis. . . .” 11 U.S.C. § 328(a). Section 328 of the Bankruptcy Code permits the compensation of professionals, including investment bankers, on more flexible terms that reflect the nature of their services and market conditions. As the United States Court of Appeals for the Fifth Circuit recognized in *Donaldson Lufkin & Jenrette Sec. Corp. v. Nat’l Gypsum Co. (In re Nat’l Gypsum Co.)*, 123 F.3d 861 (5th Cir. 1997):

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants “reasonable compensation” based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

Id. at 862 (citations omitted), cited in *Riker, Danzig, Scherer, Hyland & Perretti LLP v. Official Comm. of Unsecured Creditors (In re Smart World Techs. LLC)*, 383 B.R. 869, 874 (S.D.N.Y. 2008). Owing to this inherent uncertainty, courts have approved similar arrangements that contain reasonable terms and conditions under § 328 of the Bankruptcy Code.

11. Furthermore, the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 amended § 328(a) of the Bankruptcy Code to read as follows:

The trustee, or a committee appointed under section 1102 of this title, with the court’s approval, may employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, *on a fixed or percentage fee basis, or on a contingent fee basis.*

11 U.S.C. § 328(a) (emphasis added). This change makes clear that the Debtor is able to retain a professional on a fixed or percentage fee basis, such as the Fee and Expense Structure, with bankruptcy court approval.

12. The term of the Letter Agreement appropriately account for the nature and scope of services that Zeigler will be providing, Ziegler's substantial experience providing financial advisory services, and the fee and expense structures typically utilized by Ziegler and other leading financial advisory companies that do not bill their clients on an hourly basis. Similar fixed and contingency fee arrangements have been approved and implemented by courts in other large chapter 11 cases.

13. The Debtors request approval of the employment of Ziegler as of the Petition Date. Retroactive relief is warranted in these chapter 11 cases. The Third Circuit has identified "time pressure to begin service" and absence of prejudice as factors favoring retroactive retention. *See Matter of Arkansas Co.*, 798 F.2d 645, 650 (3d Cir. 1986); *see also In re Indian River Homes, Inc.*, 108 B.R. 46, 52 (D. Del. 1989). The Ninth Circuit also looks to whether a professional (1) benefitted the debtor's estate in some significant manner; and (2) has a satisfactory explanation for not obtaining court approval prior to performing professional services. *In re THC Fin. Corp.*, 837 F.2d 389, 392 (9th Cir. 1988). As discussed more fully below, the services Ziegler has and will provide the Debtors significantly benefit the Debtors' estate because it will help Debtors identify additional sources of capital and/or persons interested in acquiring the Debtors and thereby increase the available funds to disburse to creditors. Given the Debtors' need to have Ziegler commence work immediately, the Debtors were not able to seek approval of Ziegler's retention before Ziegler began work. Nonetheless, the Debtors and Ziegler have filed this application promptly after the Letter Agreement was executed and upon commencement of these cases. Under these circumstances, no party will be prejudiced, Ziegler's services have and will significantly benefit the Debtors' estate,

Ziegler has a satisfactory reason for not obtaining approval from the Court prior to commencing services for the Debtors, and retroactive retention should be approved. Accordingly, the Debtor believes that Ziegler's retention retroactive to the Petition Date, on the terms and conditions proposed herein is appropriate.

A. Ziegler's Qualifications

14. In light of the size and complexity of these chapter 11 cases, the Debtors require a qualified and experienced financial advisor like Ziegler, with the resources, capabilities and experience to assist them in pursuing one or more transactions that are crucial to the success of the Debtors' chapter 11 cases.

15. Ziegler is a dynamic financial advisory firm that serves clients across sectors, is involved in a wide range of investment banking and other activities, including without limitation, corporate finance, and securities underwriting, trading, research, and financial advising. Ziegler has been involved as advisors with respect to financial restructurings, raising of capital, mergers, acquisitions, divestitures and other advisory assignments.

16. Ziegler specializes in the senior living, healthcare, and education sectors, as well as general municipal and structured finance. It is among the most active investment banking firms in the senior living sector. Its financial restructuring professionals apply expert technical, analytical and negotiating skills to structure transactions and resolve situations in which multiple stakeholders frequently have conflicting interests and objectives, as is the case here. Ziegler's senior level professionals provide hands-on advice throughout the process from the initial planning of the restructuring strategy through the negotiation and execution of each transaction.

17. Ziegler professionals have significant experience in marketing businesses for recapitalization or sale, and have consummated numerous restructuring sales transactions. Ziegler

has the necessary background and relevant experience and is well qualified to serve as the Debtors' exclusive financial advisor in these chapter 11 cases.

B. Services to be Provided by Ziegler

18. Under the Letter Agreement, in consideration for the compensation contemplated thereunder, Ziegler has agreed to perform the following services, in each case under the direction of the Debtors:²

- a. analyze and evaluate the business, operations and financial position of the Portfolio;
- b. with the Company's assistance, prepare materials suitable for distribution and presentation to a comprehensive group of qualified potential purchasers;
- c. populate, maintain, and utilize an online virtual data room for dissemination of information to potential purchasers, and update the data room for information requests from potential purchasers and pertinent new information;
- d. present the Company with specific acquisition proposals from qualified buyers, and assist the Company in the screening of interested prospective purchasers;
- e. assist the Company in evaluating proposals which are received from potential purchasers;
- f. assist the Company in structuring and negotiating the Sale;³
- g. be available at the Company's request to meet with leadership and stakeholders to discuss the proposed Sale and its financial implications.

19. The Debtor believes that Ziegler's services will not duplicate the services other professionals will be providing to the Debtors in these chapter 11 cases. Specifically, Ziegler will carry out unique functions and will use reasonable efforts to coordinate with the Debtors' other retained professionals to avoid the unnecessary duplication of services.

² The summaries of the Letter Agreement contained in this Application are provided for purposes of convenience only. The Letter Agreement controls in the event of any inconsistency between the summaries contained in this application and the terms and provisions of the Letter Agreement. Capitalized terms not otherwise defined herein have the meaning given to them in the Letter Agreement.

³ The Letter Agreement defines "Sale" as the Debtors' potential sale of the Portfolio and related facility-based assets including inventory, personal property, land, buildings, and improvements, or the sale of underlying debt related to the Portfolio to a third party or third parties.

C. Professional Compensation

20. In consideration of the services to be provided by Ziegler, subject to the Court's approval, the Debtors and Ziegler have agreed on the proposed compensation set forth in the Letter Agreement (the "**Fee and Expense Structure**"), which compensation shall be in compliance with and subject to the DIP Budget, the Interim DIP Order, and any related final order, which may be summaries in relevant part as follows:

- a. **Monthly Progress Payments** — Ziegler shall earn a monthly fee of \$15,000 per month payable on or by the 5th day of every month. Monthly Progress Payments shall be credited to Transaction Success Fee at closing. Ziegler will invoice for the Company on a monthly basis.
- b. **Transaction Success Fee** — In the event of a Sale, Ziegler shall be paid a Transaction Success Fee equal to 2.0% of Aggregate Consideration (as defined in the Letter Agreement). The Transaction Success Fee shall be due and payable by the Company at closing of a Sale to a third party. If the Portfolio sells in multiple transactions with separate purchase and sale agreements, the percentage above will apply to each transaction. There will be no fee due on communities removed from the Portfolio and not sold.
- c. **Minimum Transaction Success Fee** — Ziegler and the Company recognize that the exact form of the transaction cannot be definitively determined at this time. Notwithstanding the above, Ziegler and the Company agree to a Minimum Transaction Success Fee of \$300,000.
- d. **Expenses** — Reimbursement of all reasonable out-of-pocket expenses, including the reasonable fees and expenses of its legal counsel, if any, and any other advisor retained by Ziegler (it being understood that the retention of any advisor will be made only with prior approval of the Company). Expenses will be billed at direct cost upon closing of a Sale transaction and are not contingent upon the Sale. Reimbursement for out-of-pocket expenses will not exceed \$20,000, plus reasonable attorneys' fees.

21. The Debtors submit, based on a comparison of Ziegler's rates to the rates of financial advisory firms in other bankruptcy matters, that Ziegler's rates are competitive and reasonable given Ziegler's quality of services and expertise and the Fee and Expense Structure is comparable to those

generally charged by financial advisors of similar stature to Ziegler for comparable engagements, both in and out of bankruptcy proceedings.

22. The Fee and Expense Structure summarized above and described fully in the Letter Agreement is consistent with Ziegler's normal and customary practices for comparably sized and complex cases and transactions, both in and out-of-court, involving the services to be provided in connection with these chapter 11 cases. Moreover, the Fee and Expense Structure is consistent with and typical of arrangements entered into by Ziegler and other investment banks in connection with rendering comparable services to clients such as the Debtors. Ziegler and the Debtors believe that the Fee and Expense Structure is both reasonable and market-based.

23. To induce Ziegler to represent the Debtors, the Fee and Expense Structure was negotiated to reflect Ziegler's experience with similar situations, the expected challenges with this assignment, and to account for the potential for an unfavorable outcome resulting from factors outside of Ziegler's control.

24. The Debtors and Ziegler negotiated the Fee and Expense Structure to function as an interrelated, integrated unit, in correspondence with Ziegler's services, which Ziegler renders not in parts, but as a whole. It would be contrary to the intention of Ziegler and the Debtors for any isolated component of the Fee and Expense Structure to be treated as sufficient consideration for any isolated portion of Ziegler's services. Instead, the Debtors and Ziegler intend that Ziegler's services be considered as a whole that is to be compensated by the Fee and Expense Structure in its entirety.

25. Ziegler's restructuring expertise, as well as its capital markets knowledge, financing skills and mergers and acquisitions expertise, some or all of which may be required by the Debtors during the term of Ziegler's engagement under the Engagement Agreement, were important factors

in determining the Fee and Expense Structure. The ultimate benefit to the Debtors derived from the services provided by Ziegler under the Letter Agreement cannot be measured by a reference to the number of hours expended by Ziegler's professionals.

26. The Fee and Expense Structure was agreed to in anticipation that a substantial commitment of professional time and effort will be required of Ziegler and its professionals and in light of the fact that (i) such commitment may foreclose other opportunities for Ziegler and (ii) the actual time and commitment required of Ziegler and its professionals to perform its services may vary substantially from week to week and month to month, creating "peak load" issues for Ziegler.

27. Furthermore, the Debtors believe that Ziegler's investment banking experience and expertise and its merger and acquisition capabilities will inure to the benefit of the Debtors in pursuing a Sale transaction, that the value to the Debtor of Ziegler's services derives in substantial part from that experience, expertise and capabilities and that, accordingly, the structure and amount of the success fees are reasonable regardless of the number of hours expended by Ziegler's professionals in performance of the services Ziegler has and will provide Debtors.

28. Consequently, because the Debtors are seeking to retain Ziegler under § 328(a) of the Bankruptcy Code, the Debtors believe that Ziegler's compensation should not be subject to any additional standard of review under § 330 of the Bankruptcy Code and that none of the fees payable to Ziegler under the Letter Agreement constitute a "bonus" or fee enhancement under applicable law.

29. In light of the foregoing and given the numerous issues that Ziegler may be required to address in the performance of its services under the Letter Agreement, Ziegler's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Ziegler's services for engagements of this nature in both the in-court and out-of-court

contexts, the Debtors believe that the Fee and Expense Structure is fair and reasonable and market-based under the standards set forth in § 328(a) of the Bankruptcy Code.

30. To the best of the Debtors' knowledge, based on the information provided to them by Ziegler through the [Revie Declaration], Ziegler has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by § 504 of the Bankruptcy Code. The Debtors have made no promises to Ziegler as to compensation in connection with these chapter 11 cases, other than as set forth in the Letter Agreement.

31. Ziegler will also maintain detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned services. Ziegler's applications for expenses will be paid by the Debtors pursuant to the terms of the Letter Agreement, in accordance with any procedures established by the Court, and in compliance with and subject to the DIP Budget, the Interim DIP Order, and any related final order. Because Ziegler's compensation will be calculated and paid based on certain transaction fees, Ziegler respectfully requests that it not be required to file time records in accordance with Bankruptcy Rule 2016(a), the United States Trustee Fee Guidelines, and any other applicable orders or procedures of the Court.

D. Indemnification Provisions

32. Pursuant to the indemnification provisions of the Letter Agreement, the Debtors have agreed, subject to Court approval, to indemnify Ziegler and its affiliates, directors, officers, agents and employees and each other person, if any, controlling Ziegler or any of its affiliates and each of their respective successors and assigns, to the fullest extent permitted by law, from and against any losses, claims, damages or liabilities (or actions in respect thereof) related to or arising out of such engagement or Ziegler's role in connection therewith, and will reimburse Ziegler and any other party entitled to be indemnified hereunder for all expenses (including reasonable,

documented counsel fees) as they are incurred by Ziegler or any such other indemnified party in connection with investigating, preparing or defending any such action or claim whether or not in connection with pending or threatened litigation in which Ziegler is a party. The Debtors will not, however, be responsible for any claims, liabilities, losses, damages or expenses which resulted from Ziegler's bad faith, willful misconduct or gross negligence.

33. The Debtors and Ziegler believe that the indemnification provisions contained in the Letter Agreement are customary and reasonable for investment banking engagements, both in and out of court, and reflect the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions.

34. The terms and conditions of the Letter Agreement were negotiated by the Debtors and Ziegler at arm's length and in good faith. The Debtors respectfully submit that the indemnification, contribution, reimbursement and other provisions contained in the Letter Agreement, viewed in conjunction with the other terms of Ziegler's proposed retention, are reasonable and in the best interests of the Debtors and all other stakeholders. Notwithstanding anything herein to the contrary, all indemnification, contribution, reimbursement and other provisions contained in the Letter Agreement shall be subject to all rights and interests granted to the DIP Lender and shall be in accordance with the terms and conditions of the Interim DIP Order and any related final order. Accordingly, as part of this application, the Debtors request that the Court approve the Letter Agreement.

E. Disinterestedness

35. To the best of the Debtors' knowledge, based on the information provided to it by Ziegler through the Revie Declaration, and except to the extent disclosed herein and in the Revie Declaration: (i) Ziegler is a "disinterested person" within the meaning of § 101(14) of the

Bankruptcy Code, and as required by § 328(c) of the Bankruptcy Code, and does not hold or represent an interest materially adverse to the interests of the Debtors or the Debtors' estates; (ii) Ziegler has no connection to the Debtors, their creditors or other parties in interest in these chapter 11 cases⁴; (iii) Ziegler is not and was not, within two years prior to the Petition Date, a director, officer, or employee of any of the Debtors; and (iv) Ziegler is not a creditor of the Debtors' estates and Ziegler did not receive any transfers from the Debtors in the 90 days immediately preceding the Petition Date⁵. In addition, none of the Ziegler professionals expected to assist the Debtors in these chapter 11 cases are related or connected to any United States Bankruptcy Judge for the Eastern District of Missouri, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

36. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of Ziegler's retention are discovered or arise, Ziegler will use reasonable efforts to file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

NO PREVIOUS REQUEST

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

NOTICE

38. 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

⁴ As disclosed more fully in the Revie Declaration, Ziegler has in the past and may in the future contract with certain creditors in the ordinary course of business, but to the best of management's knowledge, such dealings are not material to Ziegler's business or operations and unrelated to matters relating to the Debtors, its estate, assets, or businesses.

⁵ Pursuant to the Letter Agreement, pre-petition, Ziegler did send an invoice for [two] Monthly Progress Payments, which have not yet been paid as of the date hereof.

Motion and any order entered hereon will be served in accordance with Local Rule 9013-3(A)(1).

The Debtors submit that, under the circumstances, no other or further notice is required.

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

Dated: July 16, 2024
St. Louis, Missouri

Respectfully submitted,

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

/s/ Kathleen Bertram

Kathleen Bertram
Chief Executive Officer

EXHIBIT A

Letter Agreement



Ziegler

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Suite 1000
Milwaukee, WI 53202

Phone: 414-978-6556
Fax: 414-877-5237

www.ziegler.com

May 28, 2024

Ms. Kate Bertram
President and CEO
Christian Horizons, LLC
Two CityPlace Drive, 2nd Floor
St. Louis, MO 63141

Re: Christian Horizons Portfolio

Dear Ms. Bertram:

We are submitting this engagement letter (this “Agreement”) for your evaluation and consideration between Christian Horizons, LLC and affiliates (together “Christian Horizons” or the “Company”) and B.C. Ziegler and Company (“Ziegler”).

I. Background

Christian Horizons is a senior living system headquartered in St. Louis, Missouri. Established in Lincoln, Illinois in 1962, the Company now operates 10 senior living communities serving over 4,500 older adults in Illinois, Indiana, Iowa, and Missouri (the “Portfolio”). The Portfolio is described in **Exhibit A**. The Portfolio has approximately \$85MM debt, including certain municipal bond debt (the “Bonds”).

The Company would like to pursue a divestiture process for the Portfolio that maintains confidentiality (as is commercially reasonable) and maximizes proceeds.

II. The Engagement

This letter confirms our understanding that the Company has engaged Ziegler to act as its exclusive financial advisor with respect to the Company’s strategic alternatives, including the potential sale of the Portfolio and related facility-based assets including inventory, personal property, land, buildings, and improvements, or the sale of underlying debt related to the Portfolio to a third party or third parties (together “Sale”). The Sale may consist of multiple transactions including but not limited to a sponsorship affiliation, the sale of substantially all of the Company’s assets, or the sale of the Bonds to a third-party(ies).

A. Services

As part of our engagement, Ziegler will:

- i. analyze and evaluate the business, operations and financial position of the Portfolio;
- ii. with the Company’s assistance prepare materials (e.g., an “Offering Memorandum”) suitable for distribution and presentation to a comprehensive group of qualified potential purchasers.
- iii. populate, maintain, and utilize an online virtual data room for dissemination of information to potential purchasers, and update the data room for information requests from potential

- purchasers and pertinent new information (such data room maintenance will be performed in-house by Ziegler to ensure quality);
- iv. present the Company with specific acquisition proposals from qualified buyers, and assist the Company in the screening of interested prospective purchasers;
 - v. assist the Company in evaluating proposals which are received from potential purchasers (assistance does not encompass a formal valuation, appraisal, or a “fairness opinion” as defined by standard industry convention);
 - vi. assist the Company in structuring and negotiating the Sale;
 - vii. be available at the Company’s request to meet with leadership and stakeholders to discuss the proposed Sale and its financial implications. In addition, Ziegler agrees to participate in update calls with the Company and UMB Bank, National Association, as Bond trustee, and the holders of the Bonds, as appropriate, and at a mutually convenient time among the parties to provide updates on the affiliation and sale process.

In connection with Ziegler’s engagement, the Company will furnish Ziegler with all information concerning the Portfolio that Ziegler and the Company reasonably deem appropriate (collectively, the “Information”). The Company will provide Ziegler with access to approved Company employees, accountants, and other representatives (collectively, the “Representatives”), it being understood that Ziegler will rely in good faith solely upon the Information supplied by the Company and its Representatives without any independent investigation or verification thereof. All non-public Information concerning the Portfolio that is given to Ziegler will be used solely in the course of the performance of the services hereunder and will be treated confidentially by Ziegler for so long as it remains non-public. Except as otherwise required by this engagement, Ziegler will not disclose the Information to a third party without the consent of the Company and subject to a confidentiality agreement.

B. Compensation

In recognition of the above, Ziegler’s fees will be structured as follows:

- i. *Initial Retainer Fee* – Ziegler agrees to waive its Initial Retainer Fee for this engagement.
- ii. *Monthly Progress Payments* – Ziegler shall earn a monthly fee of \$15,000 per month payable on or by the 5th day of every month. Monthly Progress Payments shall be credited to Transaction Success Fee at closing. Ziegler will invoice for the Company on a monthly basis.
- iii. *Transaction Success Fee* – In the event of a Sale, Ziegler shall be paid a Transaction Success Fee equal to 2.0% of Aggregate Consideration (as defined below). The Transaction Success Fee shall be due and payable by the Company at closing of a Sale to a third party.

If the Portfolio sells in multiple transactions with separate purchase and sale agreements, the percentage above will apply to each transaction. There will be no fee due on communities removed from the Portfolio and not sold.

- iv. *Minimum Transaction Success Fee* – Ziegler and the Company recognize that the exact form of the transaction cannot be definitively determined at this time. Notwithstanding the above, Ziegler and the Company agree to a Minimum Transaction Success Fee of \$300,000.

C. Expenses

Reimbursement of all reasonable out-of-pocket expenses, including the reasonable fees and expenses of its legal counsel, if any, and any other advisor retained by Ziegler (it being understood that the retention of any advisor will be made only with prior approval of the Company). Expenses will be billed at direct cost upon closing of a Sale transaction and are not contingent upon the Sale. Reimbursement for out-of-pocket expenses will not exceed \$20,000, plus reasonable attorneys' fees.

III. Other Matters

For the purposes of this Agreement, the term "Aggregate Consideration" shall mean the total fair market value of all consideration including cash, securities, property, debt, and other indebtedness or obligations (i.e. entrance fee refund liabilities) assumed by the purchaser and any other form of consideration paid or otherwise distributed, directly or indirectly, to the Company in connection with the Sale. In the event that a third party(ies) acquires the Bonds, the amount of consideration paid by such party shall be included in the definition of Aggregate Consideration. For purposes of computing the full amount of Aggregate Consideration, any non-cash form of consideration shall be assumed to have a value equal to its fair market value at the time of the closing, as determined by mutual agreement between Ziegler and the Company.

Ziegler will maintain the confidentiality of the Information and, unless and until the Information shall have been made publicly available by the Company or by others without breach of a confidentiality agreement, shall disclose the Information only as authorized by the Company or as required by law, or by order of a governmental authority or court of competent jurisdiction. In the event that Ziegler is legally required to make disclosure of any of the Information, Ziegler will give notice to the Company prior to such disclosure, to the extent that Ziegler can practically do so.

The foregoing paragraph shall not apply to Information that (i) at the time of disclosure or after disclosure, is or subsequently becomes generally available to the public or within the industries which the Company or Ziegler and its affiliates conduct business, other than as a direct result of a breach by Ziegler of its obligations under the terms of this Agreement; (ii) prior to or at the time of disclosure by the Company, was already in the possession of, or conceived of, by Ziegler or its affiliates or generally available to the public or available to Ziegler or its affiliates, other than from the Company; (iii) at the time of disclosure or subsequent to disclosure, is obtained by Ziegler or its affiliates from a third party who is lawfully in possession of the Information and not in violation of any contractual, legal or fiduciary obligation to the Company with respect to that Information; or (iv) is or was independently developed by Ziegler or its affiliates without reference to any documents or other information that is to be treated as confidential under this Agreement.

The Company acknowledges that all opinions and advice (written or oral) given by Ziegler to the Company in connection with Ziegler's engagement are intended solely for the benefit and use by the Company for the purposes of their evaluation of the proposed Sale. Unless otherwise expressly stated in an opinion letter issued by Ziegler or otherwise expressly agreed, no one other than the Company is authorized to rely upon this engagement of Ziegler or any statements or conduct by Ziegler. The Company agrees that no such opinion or advice shall be used, reproduced, disseminated, quoted or referred to at any time, in any manner, or for any purpose, nor shall any public references to Ziegler be made by the Company or any of its representatives without the prior written consent of Ziegler.

The Company acknowledges and agrees that Ziegler has been retained to act solely as financial advisor to the Company and to solicit Sale offers. In such capacity, Ziegler shall be an independent contractor, and shall not act as an agent, partner, fiduciary, or joint venturer of the Company. Any duties arising out of Ziegler's engagement shall be owed solely to the Company.

In connection with Ziegler's engagement, the Company agrees to indemnify and hold harmless Ziegler and its affiliates, directors, officers, agents and employees and each other person, if any, controlling Ziegler or any of its affiliates and each of their respective successors and assigns (collectively, the "Ziegler Indemnified Parties"), to the fullest extent permitted by law, from and against any losses, claims, damages or liabilities (or actions in respect thereof) asserted by any third party and related to or arising out of such engagement or Ziegler's role in connection therewith, and will reimburse the Ziegler Indemnified Parties for all reasonable, out-of-pocket expenses (including outside counsel fees) as they are incurred in connection with investigating, preparing or defending any such third-party action or claim whether or not in connection with pending or threatened litigation in which Ziegler is a party, provided that the Company is given prior written notice of the nature and amount of expenses to be incurred for which reimbursement will be requested. The Company will not, however, be responsible for any claims, liabilities, losses, damages or expenses which resulted from (i) the bad faith, willful misconduct, or negligence of any Ziegler Indemnified Party, (ii) any breach of this Agreement by Ziegler, or (iii) any actions taken by Ziegler outside the scope of this Agreement.

If the indemnification provided for in the foregoing paragraph is judicially determined to be unavailable (other than in accordance, with the terms hereof) to any Ziegler Indemnified Party otherwise entitled to indemnity in respect of any losses, claims, damages or liabilities referred to herein, then, in lieu of indemnifying such person hereunder, the Company shall contribute to the amount paid or payable by such person as a result of such losses, claims, damages or liabilities (and expenses relating thereto) in such proportion as is appropriate to reflect the relative benefits to the Company, on the one hand, and Ziegler, on the other hand, of the engagement provided for in this Agreement, adjusted to reflect the relative fault of each of the Company and Ziegler, as well as any other relevant equitable considerations; provided, however, in no event shall Ziegler's aggregate contribution to the amount paid or payable exceed the aggregate amount of fees actually received (or contemplated to be received, in the case of no actual fee being received) by Ziegler under this Agreement. For the purposes of this Agreement, the relative benefits to the Company and to Ziegler of the engagement under this Agreement shall be deemed to be in the same proportion as (a) the total value paid or contemplated to be paid or received or contemplated to be received by the Company or the Company's stockholders, as the case may be, in a Sale that is the subject of the engagement hereunder, whether or not any such Sale is consummated, bears to (b) the fees paid or to be paid to Ziegler under this Agreement.

The Company also agrees that neither Ziegler, nor any of its affiliates nor any officer, director, employee or agent of Ziegler or any of its affiliates, nor any person controlling Ziegler or any of its affiliates, shall have any liability to the Company for or in connection with such engagement except for any such liability for losses, claims, damages, liabilities or expenses incurred by the Company which resulted from (i) the bad faith, willful misconduct, or negligence of any Ziegler Indemnified Party, (ii) any breach of this Agreement by Ziegler, or (iii) any actions taken by Ziegler outside the scope of this Agreement. The foregoing Agreement shall be in addition to any rights that Ziegler, the Company or any indemnified party may have at common law or otherwise, including, but not limited to, any right to contribution. For the sole purpose of enforcing and otherwise giving effect to the provisions of this Agreement, the Company and Ziegler hereby consent to personal jurisdiction and service and venue in any court in Ohio in which any claim which is subject to this Agreement is brought against any Ziegler Indemnified Party or the Company, as applicable.

The Company agrees that it will not, without the prior written consent of Ziegler, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not Ziegler is an actual or potential party to such claim, action, suit, or proceeding) unless such settlement, compromise or consent includes an unconditional release of Ziegler from all liability arising out of such claim, action, suit or proceeding.

It is understood that Ziegler's engagement referred to above may be embodied in one or more separate written agreements and that, in connection with such engagement, Ziegler may also be requested to provide additional services or to act for the Company in one or more additional capacities. The indemnifications provided hereunder shall apply to said engagement, any such additional services or activities and any modification, and shall remain in full force and effect following the completion or termination of Ziegler's engagement.

For so long as the Company is actively pursuing a Sale, Ziegler shall not, without the Company's prior written consent, act as financial advisor to any other party (other than the Company) in connection with the Sale. Ziegler shall disclose in reasonable detail and in a manner not in violation of applicable confidentiality obligations at such times as the Company is actively pursuing a Sale during the term of this Agreement, any material relationship (as reasonably determined by Ziegler, pursuant to its internal procedures for identifying and assessing conflicts of interest) that Ziegler has determined constitutes a material conflict of interest with the engagement contemplated by this Agreement.

The term of Ziegler's engagement hereunder shall extend from the date hereof through the earlier of (i) six (6) months from the date hereof unless extended by the parties in writing, and (ii) the closing on the Sale, as applicable. Subject to the expenses, indemnity and contribution provisions herein, which shall survive any termination of this agreement, the Company or Ziegler may terminate Ziegler's engagement hereunder, for any reason or for no reason, upon giving the other parties hereto at least 10 days' prior written notice, and Ziegler shall be entitled to collect all such fees and expenses earned through the date of termination. In addition, any agreement or other arrangement with respect to a Sale entered into by the Company with a Protected Party (defined below) within a twelve (12) month period from the date of termination of this Agreement by the Company for no reason shall give rise to the fees stated above, payable in full via wire transfer by the Company to Ziegler, upon the completion of such Sale. A "Protected Party" is any party whose name appears on a list of parties ("List of Protected Parties") to whom Ziegler sent Offering Memorandum during the effectiveness of this Agreement, which List of Protected Parties shall be provided by Ziegler to the Company within ten (10) days after each Offering Memorandum is sent.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that state, without regard to such state's rules concerning conflicts of laws. Any right to trial by jury with respect to any claim or action arising out of this Agreement or conduct in connection with the engagement is hereby waived by the parties hereto.

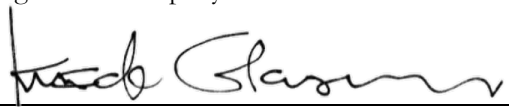
In the event that the Company shall file a petition under chapter 11 of the United States Bankruptcy Code during the term of this engagement, the Company agrees that it will seek to retain Ziegler under the terms of this agreement, subject to bankruptcy court approval.

[Intentionally Left Blank. Signature Page to Follow.]

We are delighted to accept the engagement and look forward to working with you on this assignment. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us this Agreement.

Sincerely,

B.C. Ziegler and Company

By: 
K. Nicholas Glaisner
Managing Director

Accepted and agreed to:

Christian Horizons

By: 
Kate Bertram
President & CEO

CC: Dan Revie, Ziegler
Steve Johnson, Ziegler
Scott Phillips, HMP

EXHIBIT A

The Portfolio

Community	Location	IL Units	AL Units	MC Units	SNF Beds (Licensed)	SNF Beds (Operating)	Supportive Living Units	HUD Units
The Christian Village	Lincoln, IL	63	20	-	-	-	-	-
Lewis Memorial Christian Village	Springfield, IL	46	10	10	171	159	-	-
River Birch Living	Springfield, IL	-	28	14	-	-	-	-
Hickory Point Christian Village	Forsyth, IL	46	30	18	64	64	-	-
Carmi Communities	Carmi, IL	-	-	-	-	-	49	21
Supportive Living of Washington	Washington, IL	-	-	-	-	-	60	-
Hoosier Christian Village	Brownstown, IN	13	-	-	97	97	-	-
Crown Point Christian Village	Crown Point, IN	16	50	22	146	117	-	-
Risen Son Christian Village	Council Bluffs, Iowa	96	26	23	102	40	-	-
Spring River Christian Village	Joplin, Missouri	52	77	13	-	-	-	-
Total		332	241	100	580	477	109	21

The Portfolio also includes a Pharmacy business unit.

EXHIBIT B

Revie Declaration

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

In re:

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

Debtors.

Chapter 11

Case No. 24-42473-659

(Joint Administered)

**DECLARATION OF DAN REVIE IN SUPPORT OF
THE DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF B.C. ZIEGLER AND COMPANY AS
FINANCIAL ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION,
EFFECTIVE AS OF THE PETITION DATE**

I, Dan Revie, declare as follows:

1. I am a Managing Director of the financial advisory firm B.C. Ziegler and Company ("**Ziegler**"). I am authorized to execute this declaration on behalf of Ziegler. Unless otherwise stated, all matters set forth in this declaration are based on my personal knowledge, my review of relevant documents, information supplied to me by other professionals at Ziegler, or my views, including as based upon my experience and knowledge of the business and financial condition of

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

the above captioned debtors and debtors in possession (collectively, the “**Debtors**”). If I were called to testify, I would testify competently to the facts discussed herein.

2. This declaration is being submitted in connection with the proposed employment and retention of Zeigler as exclusive financial advisor to the Debtors to perform services set forth in the *Debtor’s Application for Entry of an Order Authorizing the Retention and Employment of B.C. Zeigler and Company as Financial Advisor to the Debtors and Debtors in Possession, Effective as of the Petition Date* (the “**Application**”).² I submit this declaration on behalf of Ziegler in compliance with §§ 327 and 328 of the Bankruptcy Code and to provide the disclosure required under Bankruptcy Rules 2014(a) and 2016.

3. In light of the size and complexity of the Chapter 11 Case, the Debtors require a qualified and experienced financial advisor like Ziegler, with the resources, capabilities and experience to assist them in pursuing one or more transactions that are crucial to the success of the Debtors’ cases.

4. Ziegler is a dynamic financial advisory firm that serves clients across sectors, is involved in a wide range of investment banking and other activities, including without limitation, corporate finance, and securities underwriting, trading, research, and financial advising. Ziegler has been involved as advisors with respect to financial restructurings, raising of capital, mergers, acquisitions, divestitures and other advisory assignments.

5. Ziegler specializes in the senior living, healthcare and education sectors, as well as general municipal and structured finance. It is among the most active investment banking firms in the senior living sector. Its financial restructuring professionals apply expert technical, analytical and negotiating skills to structure transactions and resolve situations in which multiple

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

stakeholders frequently have conflicting interests and objectives, as is the case here. Ziegler's senior level professionals provide hands-on advice throughout the process from the initial planning of the restructuring strategy through the negotiation and execution of each transaction.

6. Ziegler professionals have significant experience in marketing businesses for recapitalization or sale, and have consummated numerous restructuring sales transactions.

7. Ziegler has the necessary background and relevant experience and is well qualified to serve as the Debtors' exclusive financial advisor in these chapter 11 cases.

8. Ziegler and the Debtor entered into a letter agreement, dated May 28, 2024 (the "**Letter Agreement**"), a true and correct copy of which is attached hereto as **Exhibit A** to the Application.

9. Under the Letter Agreement, in consideration for the compensation contemplated thereby, Ziegler agreed to perform the following services, in each case under the direction of the Debtor:

- a. analyze and evaluate the business, operations and financial position of the Portfolio;
- b. with the Company's assistance, prepare materials suitable for distribution and presentation to a comprehensive group of qualified potential purchasers;
- c. populate, maintain, and utilize an online virtual data room for dissemination of information to potential purchasers, and update the data room for information requests from potential purchasers and pertinent new information;
- d. present the Company with specific acquisition proposals from qualified buyers, and assist the Company in the screening of interested prospective purchasers;
- e. assist the Company in evaluating proposals which are received from potential purchasers;
- f. assist the Company in structuring and negotiating the Sale;
- g. be available at the Company's request to meet with leadership and stakeholders to discuss the proposed Sale and its financial implications.

10. In consideration of the services to be provided by Ziegler, subject to the Court's approval, the Debtor and Ziegler have agreed on the proposed compensation set forth in the Letter Agreement (the "Fee and Expense Structure"), which may be summarized in relevant part as follows:

- a. **Monthly Progress Payments** — Ziegler shall earn a monthly fee of \$15,000 per month payable on or by the 5th day of every month. Monthly Progress Payments shall be credited to Transaction Success Fee at closing. Ziegler will invoice for the Company on a monthly basis.
- b. **Transaction Success Fee** — In the event of a Sale, Ziegler shall be paid a Transaction Success Fee equal to 2.0% of Aggregate Consideration (as defined in the Letter Agreement). The Transaction Success Fee shall be due and payable by the Company at closing of a Sale to a third party. If the Portfolio sells in multiple transactions with separate purchase and sale agreements, the percentage above will apply to each transaction. There will be no fee due on communities removed from the Portfolio and not sold.
- c. **Minimum Transaction Success Fee** — Ziegler and the Company recognize that the ex-act form of the transaction cannot be definitively determined at this time. Notwithstanding the above, Ziegler and the Company agree to a Minimum Transaction Success Fee of \$300,000.
- d. **Expenses** — Reimbursement of all reasonable out-of-pocket expenses, including the reasonable fees and expenses of its legal counsel, if any, and any other advisor retained by Ziegler (it being understood that the retention of any advisor will be made only with prior approval of the Company). Expenses will be billed at direct cost upon closing of a Sale transaction and are not contingent upon the Sale. Reimbursement for out-of-pocket expenses will not exceed \$20,000, plus reasonable attorneys' fees.

11. The Fee and Expense Structure summarized above and described fully in the Letter Agreement is consistent with Ziegler's normal and customary practices for comparably sized and complex cases and transactions, both in and out-of-court, involving the services to be provided in connection with these chapter 11 cases. Moreover, the Fee and Expense Structure is consistent with and typical of arrangements entered into by Ziegler and other investment banks in connection

with rendering comparable services to clients such as the Debtors. Ziegler and the Debtors believe that the Fee and Expense Structure is both reasonable and market-based.

12. To induce Ziegler to represent the Debtors, the Fee and Expense Structure was negotiated to reflect Ziegler's experience with similar situations, the expected challenges with this assignment and to account for the potential for an unfavorable outcome resulting from factors outside of Ziegler's control.

13. The Debtors and Ziegler negotiated the Fee and Expense Structure to function as an interrelated, integrated unit, in correspondence with Ziegler's services, which Ziegler renders not in parts, but as a whole. It would be contrary to the intention of Ziegler and the Debtors for any isolated component of the Fee and Expense Structure to be treated as sufficient consideration for any isolated portion of Ziegler's services. Instead, the Debtors and Ziegler intend that Ziegler's services be considered as a whole that is to be compensated by the Fee and Expense Structure in its entirety.

14. Ziegler's restructuring expertise, as well as its capital markets knowledge, financing skills and mergers and acquisitions expertise, some or all of which may be required by the Debtors during the term of Ziegler's engagement under the Letter Agreement, were important factors in determining the Fee and Expense Structure. The ultimate benefit to the Debtors derived from the services provided by Ziegler under the Letter Agreement cannot be measured by a reference to the number of hours expended by Ziegler professionals.

15. The Fee and Expense Structure was agreed to in anticipation that a substantial commitment of professional time and effort will be required of Ziegler and its professionals and in light of the fact that (i) such commitment may foreclose other opportunities for Ziegler and (ii) the actual time and commitment required of Ziegler and its professionals to perform its services

may vary substantially from week to week and month to month, creating “peak load” issues for Ziegler.

16. Furthermore, Ziegler’s investment banking experience and expertise and its merger and acquisition capabilities will inure to the benefit of the Debtors in pursuing a Sale transaction, that the value to the Debtors of Ziegler’s services hereunder derives in substantial part from that experience, expertise and capabilities and that, accordingly, the structure and amount of the success fee(s) are reasonable regardless of the number of hours expended by Ziegler’s professionals in performance of the services to be provided hereunder, and that the deferred fees shall not be considered to be “bonuses” or fee enhancement under applicable law.

17. In light of the foregoing and given the numerous issues that Ziegler may be required to address in the performance of its services under the Letter Agreement, Ziegler’s commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Ziegler’s services for engagements of this nature in both the in-court and out-of-court contexts, Ziegler believes the Fee and Expense Structure is fair and reasonable and market-based under the standards set forth in section 328(a) of the Bankruptcy Code.

18. To date, Ziegler has not received any payment from the Debtors in the 90 days prior to Petition Date.

19. Ziegler has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by section 504 of the Bankruptcy Code. No promises have been received by Ziegler as to compensation in connection with these chapter 11 cases, other than as set forth in the Letter Agreement.

20. Ziegler will maintain detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned services. Ziegler’s applications for

reimbursement of expenses will be paid by the Debtor pursuant to the terms of the Letter Agreement, in accordance with any procedures established by the Court.

21. Ziegler requested and obtained from the Debtors a list of persons and entities who may be parties in interest in these chapter 11 cases (collectively, the “**Parties in Interest**”). Based on the information supplied by the Debtors’ lead restructuring counsel, and in order to identify potential conflicts of interest, I caused Ziegler to search its records for any connection with the Parties in interest listed on **Schedule 1** attached hereto.

22. Ziegler’s review consisted of inquiries with individuals that will serve as the transaction team relating to Ziegler’s retention and relevant representatives of Ziegler’s management team in order to identify potential relationships. Ziegler currently has or had working relationships with certain individuals or entities listed on **Schedule 1** attached hereto in the ordinary course of business unrelated to Debtors, and immaterial to Ziegler’s business. To the best of my knowledge and belief, Ziegler has not represented any potential Parties in Interest in connection with matters relating to the Debtors, its estate, assets, or businesses and will not represent other entities which are creditors or unsecured creditors of, or have other relationships to, the Debtor in matters relating to these chapter 11 cases.

23. Ziegler provides financial advice and investment banking services to an array of clients in the Debtors’ industry. As a result, Ziegler has represented, and may in the future represent, certain Parties in Interest in matters unrelated to these chapter 11 cases, either individually or as part of representation of an ad hoc or official committee of creditors or interest holders. Moreover, Ziegler has represented, and may in the future represent, certain Parties in Interest as buyers or sellers of their senior living communities, or in their restructuring of same.

To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these representations are adverse to the Debtors' interests.

24. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of Ziegler's retention are discovered or arise, Ziegler will use reasonable efforts to file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).


25. To the best of my knowledge, Ziegler is a "disinterested person" as that term is defined in § 101(14) of the Bankruptcy Code, as modified by § 1107(b) of the Bankruptcy Code, in that Ziegler:

- a. is not a creditor, an equity security holder or an insider of the Debtors;
- b. is not and was not, within two years before the date of filing of these chapter 11 cases, a director, officer or employee of the Debtors; and
- c. does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in, the Debtors or for any other reason.

26. To the best of my knowledge, Ziegler partners and professionals working on these matters are not relatives of and have no known connection with the United States Trustee for Region 13 or of any known employee in the office thereof, or any United States Bankruptcy Judge for the Eastern District of Missouri.

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

Dated: July 16, 2024



Dan Revie
Managing Director
B.C. Ziegler and Company

Schedule 1

Parties in Interest

Row Labels

AETNA
Midwest Senior Ministries
HIT Consulting, LLC
Illinois Dept of Healthcare and Family Services
Derek Hopp as Executor of the Estate of Donald E. Hopp, Jr. and
Caring Communities, A Reciprocal Risk Retention Group
IPFS Corporation
Wells Fargo Bank
Lument Real Estate Capital, LLC
Scott Cross as the Executor of the Estate of Donna Cross
Accident Fund Insurance Company of America
PointClickCare
Accessible Staffing
City Water, Light & Power
Michael Colliver & Jacqueline Boring, for Laura
UKG Kronos Systems LLC
GrapeTree Medical Staffing, Inc.
Ameren Illinois
Sedgwick Claims Management Services, Inc
Favorite Healthcare Staffing, Inc.
Lewis Memorial Christian Village
Life Insurance Company of North America
Nipsco
MMC Mechanical Contractors Inc
Midamerican Energy Company
Access 2 Go, Inc.
Carmi Water, Light & Power
Judith I Buckles as Independent Executor of the estate of Burl
Giacomo Pecoraro, Independent Administrator of the Estate of
Silverfern LLC
Centers For Medicare & Medicaid Services
SC Washington Property, LLC
Old Seville Expense Reduction, Inc.
R. Callahan Construction Company
Health Technologies, Inc.
RSH Legal Trust Account

FoxHire LLC
Anda, Inc.
Empire District Electric Co.
Enterprise FM Trust
Amazon Capital Services, Inc.
PC Connection Sales Corporation
Comcast Cable
NEC Financial Services LLC
The Home Depot Pro
Pottawattamie County Treasurer
United Parcel Service
JEO Consulting Group
Duke Energy
WPS GHA
AIG/VALIC
MediLogix, LLC
Servpro of Council Bluffs
Wex Bank
Christian Homes, Inc.
Medicaid Done Right, LLC
Cox Comm, Inc.
Gibbs Technology Company
American Environmental, LLC
Astbury Water Technology, Inc.
1999 Partners
Joel Oschwald, as Power of Attorney for Lois Oschwald
Banke, Joan
Gregory F.X. Daly, Collector of Revenue
R&M Partners LLC
Wells Fargo Financial Leasing
Iron Mountain Records Management, Inc
Staples Contract & Commercial, Inc.
Koorsen Fire & Security, Inc.
Americall Communications Company, Inc.
Lend A Hand Staffing LLC
Verizon Wireless
Tiger Connect
Ascentium Capital, LLC
ICIMS, Inc.
Apex Services
Prairie Farms Dairy, Inc.
Relias LLC
Loft Rehabilitation of Rock Springs LLC

Horizon Hospitality Associates, Inc.
Southern Bus & Mobility
NDC Corporate Equity Fund V, L.P.
Michael L. Kitchen
Illinois Department of Public Health
Wells, Richard
Ronnoco Coffee, LLC
Circle "R" Mechanical, Inc.
DDI
Shuttleworth & Ingersoll, PLC
Aon Consulting
COC Consulting LLC
A Place for Mom
Dixon's Heating & Air Conditioning, Inc.
HD Supply Facilities Maintenance
MedBest Recruiting & Consulting Inc.
Dispatch Medical Transport
Carvajal Technology Group, LLC
Tierra Vista
Leader Stat
Mideast Delivery Solutions, LLC
The Law Offices of Steven J. Malman & Associates,
SoftWriters, Inc.
Otis Elevator Company
Joel Oswald, as Power of Attorney for Lois Oswald and Delano
Missouri-American Water Co.
Iowa Medicaid Enterprise
Marsh USA, Inc.
3D Lawn & Landscape, LLC
Canopy Advertising, LLC
Heuwinkel, Lois
Elite Contracting and Consulting
FFF Enterprises, Inc.
Capitol Builders, Inc
NDC Corporate Equity Fund VI, L.P.
Mobile Air LLC
Lincare, Inc.
Scrubs On Wheels, Inc.
Brem, Harold
Parata Systems, LLC
Ability Network, Inc.
Estate of Kay Sanders
Estate of Jerome Feeney

Senior TV/Stellar Private Cable Inc
Solver, Inc.
Johnson Controls, Inc.
Sherwin Williams Co
R & S Unlimited, Inc.
Indeed, Inc.
Mobilex Usa
Schneck Medical Center
PeopleService, Inc
Bulke, Deborah
Alpha Baking Company
Frontier
Illinois American Water Co.
State Of Illinois
A1 Impressions Landscape & Design
Spire
Old National Bank
First Choice Heating & Cooling, LLC
Thyssenkrupp Elevator Corp.
Sewerage System Service
Richards, Jennifer E
Cal Homes, Inc.
Piazza Produce & Specialty Foods
Lowe's Companies Inc
Cotten, John
Constellation New Energy Gas Division, LLC
RTZ Associates, Inc.
Fitzgerald, Mary Ellen
Gibson, Barbara
Tucker, Robert A.
Sharp, David G.D.O.
Village Of Forsyth
Husch Blackwell
Midwest Occupational Health Assoc.
Barry King
AEP Energy, Inc
Lake County Treasurer
Bath Fitter
White County Collector
AT&T Corp
Tech Electronics
Gables at Brady Circle LLC
Jasper County Collector

Wells Fargo Financial Illinois, Inc
Springfield Clinic, LLP
Milliman
MO Health Net Division
KeySource Acquisition LLC
Chapman and Cutler, LLP
Sweeten, Robert L., MD, PC
Better RX, LLC
Wolff, Anye
Aon Benfield Inc.
Health Grade Networks, LLC
Jackson, Kenneth W.
TRHC TPA, LLC
Indiana American Water Company Inc.
Nuclear Networking LLC
Richard Steinspring, Jr.
Summers Compton Wells, LLC
Adt Security Services Inc.
CBRE, Inc- Valuation and Advisory Services
Option Care
Kevin Misch LLC
Muhammad Khan-MD
Blackbaud
Health Dimensions Group
NICL Laboratories
Linked Senior, Inc.
O'Connor Mailing Service, Inc.
Integrated Medical Systems, Inc.
Access Dx Laboratory, LLC
Accelerated Care Plus
Supply Partners, LLC
Auerbach-St. Louis Senior LLC
Leading Age Illinois
SIU School of Medicine
Niemann Foods, Inc.
Reinhart Grounds Maintenance, Inc.
Estate of Ray Daugherty
Netsmart Technologies Inc
Jackson County Water Utility
Nicole Todd Communications
The Compliance Store
Dynamic Solutions Group
Abernathy, Sandra

Quadient Inc.
Henry & Jane Vonderlieth Living Center
Kronos Incorporated
The Christian Village
City Of Washington
ServiceMaster DSI
Integra Healthcare Equipment, LLC
Symmetry Energy Solutions LLC
Safe Care
Senior Remedy LLC
Johnson Mechanical Service, Inc.
Superior Fire Protection Systems, Inc
Regus Corporation
Third Eye Health Inc.
Ameren Missouri
Campbell, Janice
Peerless Network, Inc.
Integrity Painting & Drywall
Wal-Mart
Wallender-Dedman, Inc.
Financial Planning Ministry
ALKU Technologies, LLC
Durham, Brian
Access
Kresse Tree Wurxx, Inc.
Encompass Group, LLC
CMA Global, Inc.
Bug-A-Way Pest Control, LLC
City of Joplin
Waterloo Healthcare, LLC
RedSail Technologies, LLC
Compsych Corporation
Tri-State Fire Protection, Inc
Leading Age Indiana
Timberlake Supportive Living
St Margaret Mercy Healthcare-Working Well
Blue Camaro
Employee Benefits Corporation
Griffin, James
Uline, Inc.
Council Bluffs Water Works
Aceso Visiting Physicians and Geriatric Care, Inc.
Godrey, Gary

Yardi Systems, Inc.
Hy-Grade Inc.
McEntire's Direct Maytag
McCord, Erin
Office of the Standing Trustee
Memorial Medical Center
Outcome Services Of Illinois
Masters Pharmaceutical, Inc.
Slay's Carpet Care
Flooring of Springfield, Inc.
Culligan Water Conditioning
Tech Masters, Inc.
McMahon Berger, P.C.
Nalco Company
Fedex
Iowa Health Care Association
Busonic, Alfred & Judy
National PACE Association
Elman and Company, Inc
Compassion Mobility LLC
4 Imprint, Inc.
Marmic Fire and Safety
Development Visions Group, Inc.
G & I Networks, LLC
Porter Superior Court
Delgado Brothers Inc.
Consumers Gas Company
Greer, Chantay M.
F.E. Moran, Inc. - Fire Protection
Further Technology Holdings Inc
Beautiful Life Medical Transport
Direct Supply, Inc.
BMI
Nextaff Group, LLC
Connetics Communications LLC
Nebraska Furniture Mart
Joel Oswald, as Power of Attorney for Lois Oswald and The
CT Corporation
CenturyLink
Sympler, LLC
Aramark Uniform Express
Hiland Dairy Products
Midwest Electronic Systems, Inc.

Prime Care Technologies
Republic Waste Services
NewWave Communications
Taylor, Charles A.
Greenway Therapy
Joplin Supply Company
Linkedin Corporation
Ferrell Hospital
Orkin Pest Control
D. Binder Mechanical, Inc.
Northwest Respiratory Services
WLC Management Firm
Chicagoland Christian Village
Hospice Call Service LLC
Jackson, Joseph
Midwest Natural Gas Corp.
Philo Kane Jr
Continental Alarm & Detection
Indiana Technical Service
C & H Heating Air Conditioning and Refrigeration
Baxter Healthcare Corp.
WellSky Corporation
Grow Your Occupancy LLC
Myanmar Hope Christian Mission, Inc.
NDC Housing and Economic Development Corporation
Market Research Answers, Inc.
Lead InSite Inc
CALLRx
Carts Gone Wild, LLC
Raber Portable Storage Barns LLC
Rotella's Italian Bakery, Inc.
Winfield Ace
Tica, Inc
LeadingAge Iowa
Gem Medical Supplies, LLC
NC Child Support Centralized Collections
Goins Enterprises, Inc.
Brownstown Sewage Works
BoardBookIt, Inc.
Managed Health Care Associates
MHA LTC Network, Inc.
Lawn Doctor of West Lake County
Trugreen L.P.

Della Mae Frahm
The Medical Protective Company
American Construction, Inc.
Ogborn Plumbing, Inc
A+ Outdoor Services, LLC
Illinois State Police
Druthers Agency Inc
F. J. Murphy And Son, Inc.
Inner City Mission of Springfield, Inc.
Plex Capital, LLC
Cintas Fire Protection
Hobart Service
Flowers Baking Co. of Bardstown, LLC
Seyfarth Shaw LLP
Thompson Electronics Company
Occupational Health of Nebraska
Roobrik, Inc
Motion Picture Licensing Corporation
Key Supply, LLC
Bret Tripplett Heating & Cooling LLC
KCI USA, Inc.
Midwest Nursing & Vascular Services, LLC
Pardieck's, Inc.
Airmasters
Blitt & Gaines
ALCO Sales & Service Co.
Rx Systems, Inc.
Johnson Controls aka Tyco
Mad About Trees
Engineered Services, Inc.
United States Postal Service
Newport Group, Inc
Cable One Inc.
Cozzini Bros., Inc.-CCV
Johnstone Supply
SDCommunication, LLC
Frawley, Jason A.
Trumbo Transport, Inc
Hill Fire Protection, LLC
RocnRobn Carpet & Duct Cleaning
Missouri Dept Of Revenue
Maruszczak Appliance Sales & Service, Inc.
Lambert's Custom Pools, Inc

HR Source Staffing LLC
Mckesson Medical-Surgical Minnesota Supply, Inc.
Commercial Energy Saving Solutions LLC
Frontier Fire Protection, LLC
D. B.'s Satellite & Electronics
Propel Insurance, LLC
Selman & Company LLC - Multi Billing
CXtec
Hundley Controls, Inc.
Cintas
Oxycare Medical Supply Co.
Sage Software, Inc
Delaney, Delaney & Voorn, Ltd.
Caring, LLC
Tampa Medical Supply
Smithereen Pest Management Services
Golf Green Lawn Care
Shred-It USA
Sutton Country Carpets, Inc.
Electromek Diagnostic Systems
Provider Trust, Inc.
RDG Planning & Design
DH Pace Company Inc
Jackson County Ambulance Service
TG Marketing & Design
Jackson County Clerk
Illinois Health Care Association
RF Technologies, Inc.
Royal Papers, Inc.
Staff Carpet
Missouri Health & Educational Facilities Authority
Classic Floors Inc
Ace Hardware
Medics First, Inc.
Marsh, Robert L
Action Electric
TridentUSA Mobile Infusion Services, LLC
Black Hills Energy
Fitch, Inc.
Busy Bee Call Center, LLC
Lake Springfield Christian Assembly
B & L Electric Contractor, Inc.
On Hold : 32 Services, LLC

Decatur Memorial Hospital
Minuteman Press
N. Zobrist & Sons, Inc
TE Pest Control, Inc.
Invacare Continuing Care Group
W W Grainger, Inc
Town of Winfield
Prairie State Plumbing and Heating, Inc
Crescendo Interactive Inc
Boost Engagement LLC
Computershare Trust Company, N.A.
Gillard's Hardware & Rental
Vital Records Control of Arkansas, Inc.
Smartsheet, Inc.
EMCOR Hyre Electric Co of Indiana
Promaster Home Repair LLP
Stericycle, Inc.
JoshBCreative, LLC
Webstaurant Store
Grane Supply Inc.
BarnesCare
A-Plus Carpet & Furniture Cleaners
R.P. Lumber Company, Inc.
Hale Engineering Co, Inc
Lincolns Village Healthcare Center, LLC
Inmar Rx Solutions, Inc.
Strack & Van Til
Herian, Kenneth S.
Connect America.com, LLC
Rogers Supply Company Inc.
Lucas Health Group, Inc.
A Plus Maintenance of Camargo Inc
Luby Equipment Services
Hoffman Supply Co.
Sharps Stone & Concrete
ContractSafe LLC
Academic Platforms LLC
Special Pathogens Laboratory, LLC
Seefeldt, Nancy
Wisconsin Physicians Services
Artemis Sites, LLC
Clearwave Communications
Mediacom Illinois LLC

Ciscor, Inc.
Flooring America
MTMC Interior Design
Positive Approach, LLC
Genie Services
Landmark Ford, Inc.
Towne, Jeremy David
Bed Bugs Uncovered LLC
Superior Linen Service, Inc.
American Pest Control, Inc.
Celebrate Catering, LLC
Lucas-Ackerman Supply Co., Inc.
Evapar, Inc.
J.J. Keller & Associates, Inc.
AT&T Mobility
North Lawrence Water Authority
Rush Appliance Inc.
DEI Sales Management Central
Professional Adjustment Bureau
First Insurance Funding
Getz Fire Equipment Co.
Freeman Health System
Joerns Healthcare
Unlimited AdvaCare, Inc.
Stoll Keenon Ogdon PLLC
Law Offices of Todd M. Friedman, P.C.
George Alarm Company, Inc.
LevLane Advertising Inc.
Horwath Laundry Equipment
AAPACN
American Water Treatment, Inc.
Omaha Door & Window Co. Inc.
Kaemmerlen Electric Company
Total Communications, Inc.
Wilson, Donna
Hererra, Ian
Virginia Williams
Inman, Kenneth W.
Lincoln Farm & Home Supply, Inc.
Macario, Michelle
The Prometheus Group
PamSki Solutions
America Ambulance Service Inc.

Servpro of Eastern Lake County
Bruckert, Behme & Long
Vitacon US, LLC
Lincoln Christian University
Affordable Assisted Living Coalition
Embroidered Expressions, LLC
Ward, Keith
Nexus Practitioners, LLC
Everett Kent Tabor
Pitney Bowes Global Financial Services LLC
State of Indiana
Commercial Broadband Solutions Inc.
The Original Company, Inc.
Gobbell Hays Partners, Inc.
Goecker Construction, Inc.
The Herring Impact Group, LLC
Kone Central Illinois U041
Hunter Hydro-Vac, Inc.
Artec Environmental
Zoll Services, LLC
The Nebraska Medical Center-RSCV
Touchtown, Inc.
Capital One Commercial
Marx Fireplaces and Lighting, Inc
ATN Technology, Inc.
Central Illinois SNF Care, PLLC
Citrix Systems, Inc.
Wabash Christian Retirement Center
Heartland Hearing Inc
Lincoln Logan Food Pantry
A&A Quick Pump
Gamble and Schlemeier, LTD
Sharps Compliance, Inc.
Gailey Eye Clinic, Ltd.
St. Clara's Manor
Menards
BBC Lighting & Supply
Peterson Lawn Care
Piatt County Collision Center
Adam's Specialty Products, LLC
Bill's Water Conditioning
Midwest Mailing & Shipping Systems, Inc.
EmployeeTech

Health Care Logistics, Inc
AANAYA Rx Inc.
Collector of Revenue
Earthgrains Baking Cos., Inc.
Markoff & Krasny
Axis Portable Air LLC
Ault Construction, LLC
Lifetime Media, LLC
Farley, Frank X.
Hy-Vee
AlSCO Inc.
Maxine Fream Gash
CSI Group International, Inc.
Hamilton Memorial Hospital District
Encounter Telehealth, Inc.
Belfor USA Group Inc
Steber Training, LLC
Monroe Pest Control, Inc.
Cision US, Inc
Mandi's Heritage Flowers, Inc.
The New Herald News, LLC
4 States Windows and More, LLC
Quantum Health
Microsoft Corporation
Mister C's
Steuben Superior Court
Getz Industrial Cleaning, Inc
Alert Alarm, Inc
Young Environmental Solutions
Roofing Associates, LLC
Easy Ice LLC
Metropolitan St. Louis Sewer District
Countertops Unlimited, Inc.
Overhead Door Company of NW Indiana, Inc.
Alegent Health Laboratories
Illinois Department of Revenue
Consolidated Billing Services Inc
Vogel Sheet Metal & Heating Inc
Rainbow Seamless Guttering
Medics at Home
Nebula Transportation Services
Midwest Automatic Fire Sprinkler Company
Jay-Rose Carpet Cleaning LLC

Springfield Janitor Supply
Patient Point Hospital Solutions, LLC
Plumbmaster, Inc.
Ivy Tech Community College
LEAF Capital Funding, LLC
Boelter Companies
Alliance Laundry Systems Distribution LLC
Estate of William Fiesler
Bishop, Jean
C Joanne Forrest Trust
Ecolab Pest Elimination Div.
Pro Com Services Corp.
Welch, Jennifer
Donald E. Wheeler
The Performance Companies, Inc.
Walz Scale Company
ComplianceLine, LLC
Terryberry Company LLC
Mechanical Service Inc.
Touchtone Communications
Joe Harding Sales & Service
Indiana Department of Workforce Development
Akerman, LLP
Matrixcare, Inc.
FIRM Systems
Hamilton Weber LLC
Lifetec, Inc.
Resz, Peggy Swezy
Chicago Backflow, Inc.
Wabash Senior Living and Rehab
EJ Haul LLC
Dawson, Michelle
In Training, Inc
True Tech, LLC
Embassy Embroidery, LLC
Wall, Patricia
Indiana Office of Technology
Wilson, Frances F.
WLCN
Lee Enterprises, Inc.
Carmi Country Club
David B. Pritchett
Polsinelli Shughart, PC

Hood Guyz
Tormoehlen Enterprises
Tee Jay Central Inc
Larry the Carpet Guy, LLC
Charter Communications
A-1 Lock, Inc.
Mail Pak Magazine
AAA Valley Fire Equipment, Inc.
Greenshades Software
Kimpling Ace Hardware
Equipped MD Inc.
Atlanta Library Board
Shumate, Brant
CFB Steam Specialties, Inc.
Integrity Home Improvement LLC
Helping Hands Home Healthcare & Staffing Agency, LLC
Superior Air-Ground Ambulance Service, Inc.
Norton Power Systems, LLC
One Stop Auto Shop
Florida State Disbursement Unit
TraceLink, Inc.
OMF
Logan County Food Pantry
Professional Hearing Center
The Plumber, Inc.
Vadim Baram MD
Philo B. Kane, Jr.
Kerins, Thomas E.
Sangamon County Water Reclamation District
Cancer Care Specialist Of Central IL - SC
Chicago Street Rentals, LLC
Eichenauer Services, Inc.
US Standard Products
Jimboos, Ltd.
C-Rhodes Maintenance, Inc.
Daikin Comfort Technologies Distribution, Inc
Little Giant Grocery Outlet
National Hospice & Palliative Care Organization
Personal Safety Corp
Nelson Oil Co Inc
Adam B Lawler Law Firm, LLC
Henry Kraft Inc.
Caring Mobility Transport, LLC

Phil & Son, Inc.
GenSet Service, LLC
AIM Media Indiana Operating, LLC
Personal Mobility
Mosier Enterprises
Complete Irrigation, Inc
Callcare
Prairie Eye Center, Ltd
Patterson Medical
King-Lar Company
Lake Superior Court, Cty Div. II
Ronald K. Craig
Bowers, Don & Virginia
Homesite Insurance Company
EnlivenHealth
Washington Chamber Of Commerce
Medivac Corp.
Sandefur, David
Elsevier, Inc.
CoLiant Solutions Inc.
Clark, Byron N.
Direct PTT, Inc.
ADP Screening & Selection Services, Inc.
Triad Industrial Supply Corp.
TJs Supply Co.
Marlin Business Bank
Oklahoma State Treasurer
Superior Roof Restorations
Decatur Chamber of Commerce
Bill Carter
Maske's Organic Gardening
CFI Tire Service
Hargrave Mums & More
B & B Glass Co.
Williams, Doug
Parks, Bertha
Perring, Becky
RHEBA, Inc.
Jones, Marsha
HEALTHCAREfirst
Curry, Gwen Sue
Danner, Dorothy
DailyPay, Inc.

Allied Refrigeration Inc.
Hinckley Springs
Suburban Propane-JCV
United States Electric Co.
Lukas Partners, Inc
Anchor Moving Co
Thomas, Marcus
Sangamon County Department of Public Health
Courier Publishing Company
Cincinnati Insurance Company
Fleming, Brian
Morgan Distributing Inc.
Jones, Norvin A.
Roto-Rooter
Jennie Edmundson Hospital
R Squared Transport Inc.
T2G Customs
Crossbones Pest Management
Signs Now
Lockton Companies, LLC
Indiana University Health Occupational Services Bloomington
Lincoln Daily News
Bradford Supply Co
Office of the Indiana Attorney General
Biotech X-Ray, Inc.
St. Mary's Hospital-Salt Lake
Illinois Housing Development Authority
Spring River Christian Village
PC Pest Control, LLC
Burrell, Timothy A.
CEMCO
Cedar Lake Ministries
Northwest Mini Storage
The Barton Law Group, LLC
Progressive Medical, Inc.
Decatur Orthopedic Center-Mt.Zion
Capsa Solutions, LLC
Hoodmasters, Inc.
Artillery Media, Inc
Otano, Michael
National Fit Testing Services
Hutchins, David B.
Katambwa, Janice L

Yesterdays, Inc.
Precision Dynamics Corporation
Greatland Corporation
Iowa Treasurer of State
Sunbelt Rentals Inc.
Ecolab, Inc
Williams, Scott
Terminix Intl Co Lp
Abernathy, Sandra
Optum
Brown County Broadcasters, Inc.
St. Margaret Mercy Healthcare-Working Well
Morbeck, Michael
Walker, Clifford
Refrigeration Systems of Illinois
Wareham's Security
Pioneer Ambulance Services
Stuard & Associates, Inc.
AEC Fire-Safety & Security, Inc
Royal Publishing
Kelley, Richard
Scent Air Technologies, LLC
Ag-Land Fs Inc
Kubow, Donna
Four States Women's Show LLC
Ad-Venture Media, Inc.
Commonwealth of Pennsylvania - Unclaimed Property
Superior Engine Service
Pitney Bowes Purchase Power
RetirementHomeTV Corporation
CMS of Holland Inc
Gnuse, Steve
Family Drug, Inc.
Mangold Ford Mercury, Inc.
Marshall F. Brustein, MD
City of Springfield
National Elevator Inspection Services, Inc.
American Sanitary Supply Company, Inc
Decatur Medical Dental Credit Union
Polk County Sheriff
Dunaway, Jean E
Malloy-Barcol Overdoors Inc.
Garry's Mole Control

Terry Goodner
Saunders, Joy
Oberheim Greg
Saco, Timothy
McGuire, Joseph L.
Hinz, Vernon
HSHS Medical Group, Inc.
Harrell, Aaron
Estate of Mary Poe
Central Illinois Senior Celebration
Siegel, Roger
Goodwin Service Co.
Albanese Confectionery Group, Inc.
Derby Pressure Wash
United Seating & Mobility
Shears, Harvey Dan
Chris' Key Shop
Fire & Ale
Henkle's Ace Hardware
Carroll, Elmina
Kansas Unclaimed Property Department
Futuramic Products
A and R Hood Cleaning
Methodist Physicians Clinic
Heart Technologies, Inc
Chemsearch
Heubner, Jeffrey
Kenworthy, Alberta
Talley Medical Surg. Eye Care
St. Louis Automatic Sprinkler Co., Inc.
Logan County Department of Public Health
Gages Rentals
Carmi Kiwanis Club
Chucks Glass & Mirror Co.
Door Equipment Company, Inc.
Prairie Cardio Consultants
A Day Away! Wheelchair Van Rental
Iowa Department of Inspections and Appeals
Felts Lock & Alarm Co., Inc.
United Scale Service, Inc.
My Lasting Legacy, LLC
Lamar Texas Limited Partnership
Morrow's HVAC, LLC

Jack of all Trades
City of Monticello
Klokkenga, Ronald & Vicky
Hillbilly Pumping & Hauling Inc
A & R Storage
MD West One, PC
Puritan Springs Water
Mechanical Concepts, Inc.
Robert Percival
Tru-Green Chemlawn
Heartland PROS
Deaton, Alison
Sennett, Tom
Tri-State Door Solutions LLC
Two Men and a Truck/Central Illinois
Rock Solid Surface Restoration
Bode Electric, Inc.
AE Supply
Wichita Water Conditioning, Inc.
Helt, Dorothy
AKSA Power Generation USA, LLC
National Fire Supression
Langham Piano Service
CLIA Laboratory Program
Parrott, Harmon
Andersen Door Service, Inc.
Prairie Cardiovascular Consultants, Ltd.
CustomCare Equipment Sales
Able Lock Inc.
Peerless Cleaners, Inc.
Jackson County Chamber
Yukon Refrigeration, HCS, Inc.
Midwest Patient Care, Inc.
Gooldy & Sons, Inc.
Wiley, Doug
Klein, Susan
Filing, Nick
Eden, Brenda Marie
Decatur Park District
Fitzgerald, Donald W.
Burnett, Allen
Memorial Home Services
Boy Scouts Troop 513

Per Mar Security Services
Rexx Battery Specialists
Area Glass, Inc.
Midwest Medivan Transport Company
Dunbar, Winston
Kline, Alan & Barbara
Spartan Mechanical, LLC
LAMP
Adventure Media, Inc.
Hoffman Brothers Heating & AC, Inc
Good News Productions, Int'l
Christ In Youth, Inc.
Columbus Industrial Electric, Inc.
Kirk, Brianna
MT & Associates, LLC
Wabash Valley Service Co.
Affordable Shred and Storage
U.S. Dept. of the Treasury
Mo Assisted Living Association
Ernst, Judith A.
Briggs Medical Services Company
Svendsen Florist Inc.
Yedtman, Dorothy R.
Quality Elevator Inspections, Inc.
Logan County Fair Association
Royalty Companies of Indiana
Henady, Doris I.
McKee Racing, Inc.
Home Depot Credit Services
Integrated Pest Management Inc.
Loomis Bros. Equipment Co
Williams Bros Health Care Pharmacy
Professional Auto Parts
Nebraska Home Appliance
General Fire & Safety
Council Bluffs Area Chamber of Commerce
Sparks, Bonnie
Jasper County Circuit Clerk
Cross Technologies, Inc.
SME Publishing Group
Newell, Karen
Hydro Pro Inc.
Macon County Health Department

Hargis, Stephen M.
Countryside Transportation
Tee Jay Service Company, Inc.
Kiley Klein, Ltd
Desutter, Jean Ann
Label Tape Systems, Inc.
White River Ag Sales & Electrical Repair
Plum Street Pharmacy
Capitol Group, Inc.
Jackson County Tire, LLC
Parks Sewer Service Inc.
Henderson, Dane
Devereux, Jeanette
Bruce, Inc.
NWI PrintPro
Abraham Lincoln Memorial Hospital
Kingery, Dallas
Wilma Perry
CliftonLarsonAllen, LLP
Gibson, John
Arant, Rod L.
Premier Companies
Precision Glass & Glazing Inc.
Lifeline Systems Company
Boston Uncommon, LLC
Concord Christian Church
Insight Drug Abuse Testing
Interstate All Battery Center
Hilltop Nursery & Landscape Co
Jason, Yvette
Central District Alarm, Inc.
Black, Joseph (Standing Trustee)
Adult & Pediatric Urology, P.C.
Commercial Readers Service
Effie Snyder
Unitherm Inc
Grizzly Bear Golf Cars
Leep's Supply Co.
Warrensburg-Latham CUST#11
Springfield Civic Garden Club
University of Saint Frances
Nocita, Brad
S Anglin & Associates, LP

Real Value Auto
Samson Holdings, LLC
Pro X Property Management LLC
Regional Acceptance Corporation
Lyster, Sr., Gary G.
McDonald, Rosemary
Kennedy, Debra
Kennedy Crossing Apartments
Iowa Division Of Criminal Investigation
Martinez, Suani
Elite One Property Management
Eames, Ilene
CEFCU
BKM Services, Inc.
Sav-A-Day Laundry Machinery, Inc.
Leroy Emergency Ambulance Service
Central Illinois Lighting and Signs
Carter, James R.
Wolf Medical Supply
Higdon Florist
Lands'End Business Outfitters
LGS Plumbing
Yellow Checker Cab Inc.-Springfield
The Chamber
Crest Electronics, Inc
CVS/Caremark
CWCHS
Tazewell County Health Dept
CommunityWide Federal Credit Union
Total Uptime Technologies, LLC
Pierce Communications, Inc.
The Joplin Globe
Dobson Automotive, Inc.
Theobald, Debra S.
Shipment Trackers, Inc.
Orthopedic Center Of Illinois
Trophy House
Nolan, Ed
Missouri State Medical Association
Kaleida Systems, Inc.
Harold Goodman Excavating & Trucking, Inc.
Aircraft-Balloons, Inc
Hall, Kaleb

AAA Lawn Irrigation, Inc.
Indiana Laundry, Inc.
Atlas Lock Inc.
Anytime Floral & Gifts
City of Lincoln
Staats Service Today! Inc
Medic Alert Foundation United States
Evans Motors
Superior Ambulance Service of Indiana
Carmi Chamber Of Commerce
Ellis, Glen
Young's Security Systems, Inc
Hickory Point Christian Village
Ozark Flag Distributors
Indiana Dept Of Environmental Mgmt
All Seasons Signs
Ascension Medical Group Evansville
Creative Brick & Concrete
Serenity App, Inc
Medora Community School
Keeping It Green, Inc.
Positive Promotions Inc
Community Action Partnership of Central Illinois
INSCCU - ASFE
ILMO Products, Co.
Orthopaedic Associates
Stokes Window Cleaning
Southern, John S.
Ragged Blade LLC
Trane
Hay, Monica L.
Alegent Health OHS/EAP
Heritage Tractor, Inc
John Deere Financial
Superior Elevator Inspections & Consulting
Overhead Door Company of Columbus, Inc.
Lioncrest 1, LLC
Andrew Huff M.D.
Clean Right Floor Specialist, Inc
Logic Ministries
American Rehabilitation Ministries, Inc.
Wjaa-Midland Media, Inc.
Missouri Dept. of Public Safety

Iowa Department of Natural Resources
Caraway, Tim
Beck, Debra K.dba Natures Secrets
All-Phase Electric Supply Co.
Alegent Health Mercy Council Bluffs
Blue Chip Pest Services
Midwest Equipment
Midwest Transit Equipment Inc
Indiana Farm Bureau Insurance
Omaha Tractor Inc.
Bilderbeck, Helen V.
Seidler, Sandra
Bionic Prosthetics & Orthotics
St. Clair Township
Vires, David
New-Mac Electric Cooperative
Sutton General Services
Edgepark Medical Supplies
The Oasis
May, Joseph L.
Kelton, Steve R.
Don and Mels Music LLC
Bonick, John S.
Brook, John Alexander
The Vernon Company
PV Business Solutions, Inc
Buening Electronics, Inc.
Cummins Central Power, LLC
Estate of Lawrence Maher
Barker, Jalyn M
Pacific Surgery Center
Zumwalt Corporation
Illinois Pharmacist Association
HSI Underground LLC
Grafted In
City of St. Louis Department of Health
American Council on Gift Annuities
Brownstown Hardware, Inc.
Accurate Biometrics
Pauley's Prints
Voyce
Vogelzang, Richard & Connie
Scout Products, LLC

Heaton Advertising
Printing Specialists, LLC
Isis Medical, Inc.
Kevin's Appliance Repair
Elevator Safety Associates
Carle Bromenn Medical Center
Krause Key & Lock Service, Inc.
Wolters Kluwer Health
Bureau of Motor Vehicles
Horgash, Paul A.
Huckleberry, Erron
Healy, Danielle L.
Heartland Coca-Cola Bottling Company, LLC
Area Agency on Aging for Lincolnland
Centier Bank
Industrial Chem Labs
Lehr, Steven
Forefront Telecare, Inc.
Hobby Lobby
Fun on the Run, Inc
Gracie Mae's Flowers & Gifts LLC
Molinari, Mary B
Landry, Richard G.
Collins, Paul R.and Marilyn D.
Becher's Sewer & Drain
The State Fire Marshal
Culligan Pure Waters, LLC
Peoria Lock and Safe, Inc
Barlow Lock & Security, Inc.
Healthlink, Inc.-CON
Mr. Muffler
Millburg, Mason
All Star Business Group
Hicksgas Urbana
The Farm
Ignite Church Planting
LTCSWI
Impact Christian Church
Lake Superior Court IV
Lady Braves Volleyball
Lewis Township Fire & Rescue
Conn, Nioma J
Cook Rentals

Collection Services Center
Lawrence County Treasurer
Garner, Dorothy
Quest Diagnostics
The LandFair Company
Zebra Technologies International, LLC
Action Appliance Parts
Imaging Consultants of Central IN
DJO, LLC
JMS Hand Associates, S.C.
GJ Builders Hardware, Inc.
Staff, Mark
Anderson & Anderson, P.C.
Simmons, Cuma Elaine
Frisch, Lenny
Pulse Technology
Kimble, Amanda Marie
Anderson, Laura
Activity Connection.com
Thomason Enterprises
Zyla, Abby
O'Reilly Automotive
Florida Department of Financial Services
Palace Cleaners
Fastenal Company
4P Industrial Cleaning Corporation
Sam's Club
Vallette Construction
Express Car Care
Hamilton Memorial Hospital
Lifelink, LLC
Estate of Edith Fulks
Stuckwisch Appliances
Vernon, Jerry
Wong-Monaco, Gail
Williams, Ryan E.
White, Gerald Wayne
White County CEO
Sanchez, Alberto
Nimon, Tyler
New Jerusalem Singers
Jeff's Riverside Auto Wash
Howell, Natalie Ann

Cleary, Ashley
Fred Walker Music LLC
Decatur Civic Center Authority
Delich, Jakob
Frudakis, William A.
Bach, Wanda
Anderson, Michael R
Brownstown Boys Basketball Booster
Cerny, Amy
Barrenzuela, Julio
AmeriGas Propane LP
Ruby Electric
Bug Out/Rentokil Company
Noonan Grand Rental
All Small Engines N More
St. John's Hospital - Springfield
Graybar
Seiler Heating, AC & Electrical, LLC
Bill's Electric, Inc.
Hoosier Lock & Key
Bowers Service Company
Kentucky State Treasurer
Fontenelle Forest
Central Illinois Security, Inc.
Freeman Hospital
Ohio Division of Unclaimed Funds
Reyes, Alicia
Walker, Michael
Beabout, Mary
Prairie Pride Industries, Inc.
Lawrence County Health Department
Cawley, Matthew
Carmi Family Clinic
Pitney Bowes Inc.
Lincoln Auto Parts - Napa
Copy Trolley
Interstate Battery System of Central Illinois, Inc.
Pritchett, David
NRAI, Inc.
Bouncy Fun Rentals LLC
Ciox Health
T. J. Marche
Martin Engineering Company

Southwest Church of the Nazarene
RBC Ministries
Law Enforcement Services
Katambwa, Janice Lesane
McClarey, Julie
Lincoln Railsplitters Club
Darling International Inc.
Evans, Chad
Cody, Christopher
White County Abrasive & Industrial Supply Inc.
Receivable Management Services LLC
ADSS Global
A&B Trophy
Missouri State Treasurer
Ultra-Chem, Inc.
Thornton Welding Service, Inc.
Oregon State Treasury
Robinson, Phyllis J.
FP Mailing Solutions
Jansen Auto Group
Naeir
Concentra
Ortho Source, Inc.
Community Utilities of Indiana
Town and Country Advertising
Mercy Clinic Joplin, LLC
Nation, Meagan J.
Pruim, Matthew
Arizona Department of Revenue
American Legion Auxiliary
Sangamon Diesel Service, Inc.
Minnesota Department of Commerce
No Frills Supermarket, Inc
Hoosier Christian Village
Baptist Health Medical Group, Inc.
Martin, Lucinda
Miller Orthopaedic Affiliates, P.C.
Southern Orthopedic Assoc
Mercy Hospital Joplin
Office Essentials, Inc.
Gilmore, Richard
Grieme-Arnold Insurance Agency, LLC
Carmi Lumber Company

Directory Of The Ministry
Avera Medical Group Marshall
Alegent Health Clinic
Texas State Comptroller
Sangamon County TRIAD
Pleasant Ridge Christian Church
Esteban, Alma Grace Idefonso
California State Controller
Carmi Christmas Elves, Inc.
Crown Rentals, Inc.
Woodford Test Lane
Moore, Richard
M&R Welding
IU Health Southern Indiana Physicians, Inc
Locke Supply
Ozark Christian College
Wabash Christian Apartments
Classic Taxi, Inc.
Adams, Amy
Tri-State Orthopedic Surgeons, Inc.
Absopure Water Company
Pollard, Dorothy
Toner Connection, LLC
The Daily Nonpareil
Credit Acceptance Corporation
Davis, Kenley
Allen, Katelyn
John C Kefalas M.D., S.C.
Welch, Mary
Brownstown Auto Parts
Southern Indiana Orthopedics Inc.
Dixie Printing
Aldrich, Kaitlyn
Carle Foundation Hospital
Winfree, Charles
Deaconess Specialty Physicians
Orthopaedics Indianapolis
Total Renal Laboratories Inc
Simmons, Caroline
Secretary Of State
Humana Pharmacy Solutions, Inc.
Godfrey, Stephanie
HealthDrive Eye Care Group

Georgia Department of Revenue
Smith Drug Company
Gordon Food Service, Inc.
Select Rehabilitation, LLC
AmerisourceBergen
UMB Bank, N.A.
Aegis Therapies Inc
Medline Industries, Inc.
ESP Personnel
Millbrooke Inc.
United Nursing Services
Richter & Associates Inc
OneStaff Medical LLC
Healthcare Management Partners, LLC
Dentons US, LLP
Shores Builders Inc.
ShiftKey, LLC
Sandberg Phoenix & Von Gontard, PC
Lawrence Recruiting Specialists, Inc.
Sentinel Technologies, Inc.
Plante & Moran, PLLC
Synergi Partners Inc
Inovalon Provider, Inc
Holladay Construction Group LLC
Chase, John
Ferry & Associates Architects
Davis & Campbell L.L.C.
Uniguest Inc