

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:

MIDWEST CHRISTIAN VILLAGES, INC.
et al.,¹

Debtors.

Chapter 11

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

Hearing Date: 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
DENTONS US LLP AS ATTORNEYS FOR 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 states as follows in support of this application (the "Application"):

RELIEF REQUESTED

1. By this Application, the Debtors seek entry of an order, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2014(a) 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].



of the Local Rules of Bankruptcy Procedure for the Eastern District of Missouri (the “Local Bankruptcy Rules”), authorizing the retention and employment of Dentons US LLP (“Dentons”) as the Debtors’ attorneys with respect to the filing and prosecution of these chapter 11 cases, effective as of the Petition Date (as defined below). In support of this Application, the Debtors rely upon the declaration of Robert Richards (the “Richards Declaration”), a partner at Dentons, attached hereto as **Exhibit A** and incorporate by reference the First Day Declaration (defined below).

BACKGROUND

1. On July 16, 2024 (the “Petition Date”), the Debtors filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code.
2. The Debtors continue in the operation and management of their business as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.
3. No trustee, examiner or official committee has been appointed in these chapter 11 cases.
4. 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* [Docket No. 3] (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.
5. 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

6. 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).

7. The statutory predicates for the relief sought herein are sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 206, and Local Bankruptcy Rules 2014 and 2016.

BASIS FOR RELIEF

A. Dentons' Qualifications

8. The Debtors seek to retain Dentons and its lawyers because of their extensive experience in the restructuring and bankruptcy representation of entities in the healthcare industry. Dentons routinely represents corporate debtors, creditors' committees, court-appointed fiduciaries, banks and other secured creditors, trade creditors, asset purchasers, and other parties in interest as well as their transactional, bond and health care expertise and existing knowledge of the Debtors.

9. Dentons has extensive expertise in chapter 11 bankruptcies, with an emphasis in the healthcare context. For example, Dentons has represented debtors in: *Borrego Community Health Foundation*, Case No. 22-02384 (LST) (Bankr. S.D. Cal. Sept. 12, 2022); *Air Force Village West, Inc.*, Case No. 19-11920 (SCC) (Bankr. C.D. Cal. Mar. 10, 2019); *Astria Health*, Case No. 19-01189 (WLH) (Bankr. E.D. Wash. May 6, 2019); *Verity Health System of California, Inc.* Case No. 18-20151 (EMR) (Bankr. C.D. Cal. Aug. 31, 2018); *American Hospice Management Holdings, LLC*, Case No. 16-10670 (LSS) (Bankr. D. Del. Mar. 20, 2016); *Gardens Regional Hospital and Medical Center, Inc.*, Case No. 16-17463 (EMR) (Bankr. C.D. Cal. June 6, 2016); and *West Contra Costa Healthcare District*, Case No. 16-42917 (RLE) (Bankr. N.D. Cal. Oct. 20, 2016).

10. Back in 2008, well prior to the commencement of these chapter 11 cases, the Debtors retained Dentons, formerly Sonnenschein Nath & Rosenthal LLP, to advise it in connection with its various legal needs. Dentons has considerable familiarity with the Debtors business operations, assets and bonds financings which will be helpful for the ongoing bid and sale process.

11. Pursuant to section 327 of the Bankruptcy Code, the Debtors desire that Dentons continue representing it in these chapter 11 cases as its general chapter 11 bankruptcy counsel. The Debtors require the continued services of general chapter 11 bankruptcy counsel in order to satisfy the requirements of the Bankruptcy Code and the requirements set by the Office of the United States Trustee while operating in chapter 11. A true and correct copy of the engagement agreement dated July 8, 2008 by and between the Debtors and Sonnenschein Nath & Rosenthal LLP (n/k/a Dentons) is attached hereto as **Exhibit B** (the “Engagement Letter”).

12. For the foregoing reasons, the Debtors believe that Dentons is particularly well-situated and well-qualified to represent the Debtors in these chapter 11 cases in an effective, efficient, and timely manner in both transactional and any litigation oriented matters. Accordingly, the retention of Dentons is necessary and in the best interests of the Debtors, their estates and their creditors.

13. The Debtors have been informed that Robert Richards, a restructuring partner at Dentons, as well as other partners of, counsel to, and associates of Dentons who will be working on this matter, are members in good standing of, among others, the Bar of the State of Illinois and the United States District Court for the Northern District of Illinois.

B. Services to be Provided

14. Subject to further order of the Court, the Debtors request the retention and employment of Dentons to render the following legal services:

- a. advise the Debtors with respect to the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Court, and the Office of the United States Trustee, as they pertain to the Debtors;
- b. advise, consult with, and assist the Debtors with regard to any plan of reorganization or liquidation, if necessary, any asset sale, or any other means of satisfying creditors' claims, including to bring and prosecute a motion under § 363 of the Bankruptcy Code to sell the Debtor's assets;
- c. respond to due diligence requests from potential buyers and aid in finalizing stalking horse bids for the Debtors' assets;
- d. represent the Debtors and take all necessary actions with regard to obtaining the use of cash collateral and DIP Financing and administration of the same;
- e. evaluate, object to, or otherwise resolve claims against the Debtors' estates;
- f. advise the Debtors with respect to executory contracts and unexpired leases and, where appropriate, to assist the Debtors to assume or reject such executory contracts and unexpired leases;
- g. represent the Debtors in hearings and all contested matters before this Court;
- h. assist in and render advice with respect to the preparation of contracts, monthly operating reports, accounts, applications, and orders; and
- i. advise, consult with, and otherwise represent the Debtors in connection with such other matters as may be necessary for the duration of these chapter 11 cases.

15. The Debtors also seek to employ and retain Summers Compton Wells LLC ("Summers Compton") as their co-counsel in connection with these chapter 11 cases, and to handle certain matters that the Debtors may encounter that involve claim objections or other direct adversity to a creditor who is a client of Debtors in matters unrelated to the Debtors. The retention of Summers Compton are intended to complement, and not duplicate, the services to be rendered by Dentons. Moreover, the responsibilities of Summers Compton will generally be focused on legal matters that are distinct from the matters handled by Dentons or where David Sosne's years of experience with local practice is helpful to the Debtors. Summers Compton will act on its own and

will not act under the direct supervision of Dentons. The Debtors are mindful of the need to minimize duplication of services and appropriate procedures will be implemented to ensure that there is minimal overlap and that, where appropriate, ethical walls are erected to screen Dentons from the work of Summers Compton.

C. Professional Compensation

16. Dentons practices in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, reputation, the nature of the work involved, and other factors. Dentons intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 cases* (the "Fee Guidelines"), and any further orders of the Court (the "Orders"). The standard hourly rates Dentons will charge in these chapter 11 cases are in accordance with its ordinary and customary rates for matters of this type in effect on the date such services are rendered.

17. The hourly rates set forth herein and in the Richards Declaration are discounted hourly rates given the Debtors are not for profit entities. These rates are set at a level designed to fairly compensate Dentons for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses and are revised on an annual basis. The rates for the key Dentons team members working on these matters are:

<u>Name</u>	<u>Title</u>	<u>Practice Group</u>	<u>Rate/hour</u>
Thomas Vandiver	Partner	Corporate	\$1,145
Karen Jordan	Partner	Corporate	\$800
Caitlin Gray	Managing Associate	Corporate	\$505
Martin Moderson	Partner	Employee Benefits	\$1,010
Robert Richards	Partner	Bankruptcy	\$1,020
Clay Taylor	Partner	Bankruptcy	\$965
Geoffrey Miller	Partner	Bankruptcy	\$990
Elysa Chew	Managing Associate	Bankruptcy	\$835
Samantha Ruben	Managing Associate	Bankruptcy	\$835
George Medina	Senior Paralegal	Bankruptcy	\$465

These rates are subject to periodic adjustment to reflect economic and other conditions. Dentons has not agreed to any variations from, or alternatives to, its billing arrangements for this engagement.

18. In addition, Dentons customarily charges its clients for all costs and expenses incurred, including, among other things, telephone and telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, travel expenses, expenses for “working meals,” computerized research, transcription costs, as well as non-ordinary overhead expenses approved by the client such as secretarial and other overtime. Dentons will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to Dentons’s other clients.

19. The Debtors understand and have agreed that Dentons hereafter will apply to the Court for allowances of compensation and reimbursement of expenses in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, and the Orders for all professional services performed and expenses incurred after the Petition Date.

20. Subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, and the Orders, the Debtors propose to compensate Dentons for services rendered at its customary hourly rates that are in effect from time to time, as set forth in the Basta Declaration, and to reimburse Dentons according to its customary reimbursement policies. The Debtors respectfully submit that Dentons's rates and policies as set forth in the Richards Declaration are reasonable.

D. Compensation Received by Dentons from the Debtors

21. Dentons received an initial retainer from the Debtors in the amount of \$100,000 on May 8, 2024 and replenishments of the retainer in the amounts of: (i) \$50,000 on June 17, 2024; (ii) \$200,000 on July 5, 2024; (iii) \$100,000 on July 11, 2024; and (iv) \$140,000 on July 15, 2024. In addition, on or about June 28, 2024, the Debtors paid Dentons a \$50,000.00 flat fee out of the proceeds of the sale of Johnson Christian Village in Bedford, Indiana for Dentons' work on the sale of same.

22. It is the Debtors' understanding that Dentons has written off the following amounts for work done prior to receiving the initial retainer on May 8, 2024: (i) \$13,275.00 for work related to the sale of the Wabash Christian Village; (ii) \$4,815.00 for work relating to general matters; and (iii) \$140,111.30 for work related to restructuring.

23. Dentons has advised the Debtors that it intends to apply to the Court for allowance of compensation for professional services rendered and reimbursement of charges, costs and expenses incurred in these chapter 11 cases in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, and the Orders.

E. Dentons' Disinterestedness

24. To the best of the Debtors' knowledge, as set forth in the Richards Declaration, (a) Dentons is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and (b) neither Dentons nor any of its partners, counsel, associates, or paralegals have any connection with or any adverse interest to any of the Debtors, their affiliates, their creditors, or any other parties in interest, or their respective attorneys and accountants, except as is disclosed in the Richards Declaration.

25. Dentons will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered, Dentons will use reasonable efforts to identify such developments and to promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

26. The Debtors submit that for all the reasons stated above and in the Richards Declaration, the retention and employment of Dentons as counsel to the Debtors is warranted. Further, as stated in the Richards Declaration, Dentons is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent any interest adverse to the Debtors' estates and has no connection to the Debtors, their creditors, or other parties in interest, except as is disclosed in the Richards Declaration.

NO PREVIOUS REQUEST

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

NOTICE

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

[Remainder of page intentionally left blank]

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

President and Chief Executive Office

EXHIBIT A

Richards Declaration

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:

MIDWEST CHRISTIAN VILLAGES, INC.
et al.,¹

Debtors.

Chapter 11

Case No. 24-42473-659

(Joint Administration Requested)

**DECLARATION OF ROBERT RICHARDS IN SUPPORT OF THE DEBTORS'
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF DENTONS US LLP AS ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION EFFECTIVE AS OF THE PETITION DATE**

I, Robert Richards, do declare under penalty of perjury, that:

1. I submit this declaration (the "Declaration") in support of the *Debtors'*
Application for Entry of an Order Authorizing the Retention and Employment of Dentons US
LLP as Attorneys for the Debtors and Debtors in Possession, Effective as of the Petition Date
(the "Application").

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. I am an individual over the age of majority and am competent to testify as to the facts set forth in this declaration. If called upon to testify, I could and would testify to the facts set forth herein. I am authorized by the Debtor to submit this declaration.

3. I am an attorney at law, and am admitted to practice in the State of Illinois. I am a partner with the law firm of Dentons US LLP (“Dentons”). I am authorized to make this declaration on behalf of Dentons.

4. Prior to the commencement of this Case, the Debtor retained Dentons to advise it in connection with its financial condition, including a potential a possible chapter 11 filing. Pursuant to § 327 of the title 11 of the United States Code (the “Bankruptcy Code”), the Debtor desires that Dentons continue representing it in its Case as its general chapter 11 bankruptcy counsel. The Debtor requires the continued services of general chapter 11 bankruptcy counsel in order to satisfy the requirements of the Bankruptcy Code and the requirements set by the Office of the United States Trustee while operating in chapter 11. A true and correct copy of the engagement agreement by and between the Debtor and Sonnenschein Nath and Rosenthal (now Dentons) is attached to the Application as Exhibit B (the “Engagement Letter”).

Dentons’ Qualifications

5. The Debtor has selected Dentons and its lawyers because of their extensive experience in the restructuring and bankruptcy representation of entities in the healthcare industry. Dentons routinely represents corporate debtors, creditors’ committees, court-appointed fiduciaries, banks and other secured creditors, trade creditors, asset purchasers, and other parties in interest. Dentons has extensive expertise in chapter 11 bankruptcies, with an emphasis in the healthcare context. Dentons has represented debtors in: *Borrego Community Health Foundation*, Case No. 22-02384 (LST) (Bankr. S.D. Cal. Sept. 12, 2022); *Air Force Village*

West, Inc., Case No. 19-11920 (SCC) (Bankr. C.D. Cal. Mar. 10, 2019); *Astria Health*, Case No. 19-01189 (WLH) (Bankr. E.D. Wash. May 6, 2019); *Verity Health System of California, Inc.* Case No. 18-20151 (EMR) (Bankr. C.D. Cal. Aug. 31, 2018); *American Hospice Management Holdings, LLC*, Case No. 16-10670 (LSS) (Bankr. D. Del. Mar. 20, 2016); *Gardens Regional Hospital and Medical Center, Inc.*, Case No. 16-17463 (EMR) (Bankr. C.D. Cal. June 6, 2016); and *West Contra Costa Healthcare District*, Case No. 16-42917 (RLE) (Bankr. N.D. Cal. Oct. 20, 2016). The Debtor submits that the ability to draw on such experience makes Dentons especially qualified to serve as its chapter 11 bankruptcy counsel.

6. Dentons has worked with the Debtors since 2008 and has deep knowledge of their operations, assets and bonds which will be helpful in the ongoing bidding and sales process.

7. For the foregoing reasons, I believe that Dentons is particularly well-situated and well-qualified to represent the Debtors in these chapter 11 cases in an effective, efficient, and timely manner. Accordingly, the retention of Dentons is necessary and in the best interests of the Debtors, their estates, and their creditors.

Services to be Rendered; Compensation Arrangements

8. Subject to further order of the Court, the Debtors have requested that Dentons render services including, but not limited to, the following:

- a. advise the Debtors with respect to the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Court, and the Office of the United States Trustee, as they pertain to the Debtors;
- b. advise, consult with, and assist the Debtors with regard to any plan of reorganization or liquidation, if necessary, any asset sale, or any other means of satisfying creditors' claims, including to bring and prosecute a motion under § 363 of the Bankruptcy Code to sell the Debtor's assets;

- c. respond to due diligence requests from potential buyers and aid in finalizing stalking horse bids for the Debtors' assets;
- d. represent the Debtors and take all necessary actions with regard to obtaining the use of cash collateral and DIP Financing and the administration thereof;
- e. evaluate, object to, or otherwise resolve claims against the Debtors' estate;
- f. advise the Debtors with respect to executory contracts and unexpired leases and, where appropriate, to assist the Debtors to assume or reject such executory contracts and unexpired leases;
- g. represent the Debtors in hearings and all contested matters before this Court;
- h. assist in and render advice with respect to the preparation of contracts, monthly operating reports, accounts, applications, and orders; and
- i. advise, consult with, and otherwise represent the Debtors in connection with such other matters as may be necessary for the duration of these chapter 11 cases

9. The current discounted hourly rates for key professionals of Dentons expected to work on this matter are shown below.

<u>Name</u>	<u>Title</u>	<u>Practice Group</u>	<u>Rate/hour</u>
Thomas Vandiver	Partner	Corporate	\$1,145
Karen Jordan	Partner	Corporate	\$800
Caitlin Gray	Managing Associate	Corporate	\$505
Martin Moderson	Partner	Employee Benefits	\$1,010
Robert Richards	Partner	Bankruptcy	\$1,020
Clay Taylor	Partner	Bankruptcy	\$965
Geoffrey Miller	Partner	Bankruptcy	\$990
Elysa Chew	Managing Associate	Bankruptcy	\$835
Samantha Ruben	Managing Associate	Bankruptcy	\$835
George Medina	Senior Paralegal	Bankruptcy	\$465

10. Dentons will work with the other professionals retained by the Debtors in this Case to minimize duplication of services.

11. Dentons received an initial retainer from the Debtors in the amount of \$100,000 on May 8, 2024 and replenishments of the retainer in the amounts of: (i) \$50,000 on June 17, 2024; (ii) \$200,000 on July 5, 2024; (iii) \$100,000 on July 11, 2024; and (iv) \$140,000 on July 15, 2024. In addition, on July 5, 2024, the Debtors paid Dentons a \$50,000.00 flat fee out of the proceeds of the sale of Johnson Christian Village in Bedford, Indiana for Dentons' work on the sale of same.

12. Dentons has written off the following amounts for work done prior to receiving the initial retainer on May 8, 2024: (i) \$13,275.00 for work related to the sale of the Wabash Christian Village; (ii) \$4,815.00 for work relating to general matters; and (iii) \$140,111.30 for work related to restructuring.

13. Dentons is willing to act on the Debtors' behalf at its discounted rates given they are not for profit businesses.

14. Dentons will also seek reimbursement of all costs and expenses incurred by Dentons in connection with these chapter 11 cases, and the Debtors have proposed to pay Dentons at such rates and to reimburse it for such costs and expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, and the Orders.

Dentons' Disinterestedness

15. To confirm that Dentons did not have any conflicts or other relationships that might preclude its representation of the Debtors with respect to the matters upon which it is being employed, I caused Dentons attorneys under my supervision to conduct a review of

potential connections and relationships between Dentons and parties in interest in these chapter 11 cases as set forth in **Schedule 1** hereto (the “Potential Parties in Interest”).

16. Dentons has searched its electronic database for its connections to the nearly 1,500 Potential Parties in Interest. The records upon which this investigation is based are maintained by Dentons in the ordinary course of business and are believed to be accurate. To the extent that I become aware hereafter that any such records or other information contained herein is not accurate, I will promptly apprise the Court.

17. Based upon a review of the foregoing information, neither I, Dentons, nor any member of, counsel to, or associate of Dentons represents any entity other than the Debtors, as applicable, in connection with these chapter 11 cases. In addition, to the best of my knowledge after due inquiry, and except as otherwise disclosed herein, neither I, Dentons, nor any member of, counsel to, or associate of the Firm represents any party in interest in these chapter 11 cases in matters related to these chapter 11 cases.

18. Dentons, and the partners, counsel, and associates of Dentons, presently represent, may have represented in the past, and may represent in the future, entities (or affiliates of entities) that are claimants of and/or interest holders in the Debtors, and/or are parties in interest in these chapter 11 cases, in matters unrelated to these chapter 11 cases. To the best of my knowledge, all such parties are specifically described in this Declaration and/or listed on the schedule attached hereto as **Schedule 2** (the “Disclosure Schedule”). Based on my review of the Disclosure Schedule, to the best of my knowledge, Dentons does not hold or represent an interest adverse to the estates as a result of its representation of parties in interest in matters that are unrelated to these chapter 11 cases. Pursuant to section 327(c) of the Bankruptcy Code, Dentons is not disqualified from acting as the Debtors’ counsel merely

because it represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in matters that are unrelated to the Debtors or these chapter 11 cases. Other than as set forth below and on the Disclosure Schedule, Dentons has not represented, does not represent, and will not represent any of the Potential Parties in Interest in matters directly related to the Debtors or these chapter 11 cases.

19. From time to time, attorneys at Dentons have represented parties in unrelated matters who also have claims against the Debtors. In any case where a Dentons attorney currently is representing a party, in an unrelated matter, who also asserts a claim against the Debtors, if legal representation is required, that matter shall be referred to an outside attorney who shall represent the Debtors.

20. In any case where a Dentons attorney previously has represented a party who is asserting a claim against the Debtors, a waiver from both the Debtors and the claimant shall be sought. If obtained, Dentons attorneys will represent the Debtors. If waivers are not obtained, Summers Compton or another counsel shall be obtained who shall represent the Debtors.

21. In no case will a Dentons attorney represent anyone against the Debtors.

22. Of the parties listed on **Schedule 2**, only the following parties are entities or affiliates of entities that represented more than one percent of Dentons' fee receipts for the 12-month period prior to the Petition Date: AIG Insurance Co., Milliman, Inc., and HCA Inc. Summers Compton will represent the Debtors with respect to any work related to these entities, if any such work occurs during the pendency of these chapter 11 cases.

23. Specifically with respect to UMB Bank, N.A. ("**UMB Bank**"), which is the Master Trustee and successor bond trustee as set forth in the First Day Declaration, Dentons identified that UMB Bank acts as trustee for a decedent estate. The decedent was a client of

Dentons' trust and estate group and Dentons continues to work with the decedent's estate, including UMB Bank as trustee for that decedent's estate. This work is unrelated to these chapter 11 cases and has been disclosed to both the Debtors and UMB Bank's counsel in these cases, Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., which indicated they had no issue with this matter.

24. Dentons has neither shared nor agreed to share any of the compensation it receives from this case with any person other than to share this compensation among its partners, associates and employees.

25. Dentons is not a creditor, an equity security holder or an insider of the Debtors.

26. Neither Dentons nor any member of Dentons has ever been a director, officer or employee of the Debtors or of any investment banker for any security of the Debtors.

27. To the best of Dentons' knowledge, except as set forth herein, Dentons does not hold or represent any interest materially adverse to any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor or an investment banker for any security of the Debtors, or for any other reason.

28. The Debtors are also seeking to retain (among others): (i) Summers Compton Wells LLC, as local bankruptcy counsel, who will also serve as conflicts counsel with respect to any matters in which Dentons has an actual or perceived conflict of interest; (ii) Healthcare Management Partners, LLC who will provide the Debtors with a Chief Restructuring Officer and Restructuring Officers; (iii) B.C. Ziegler and Company, as investment banker to the Debtors; and (iv) Kurtzman Carson Consultants, LLC d/b/a Verita Global, as claims and noticing agent to the Debtors (collectively, the "Chapter 11 Professionals") to provide professional services in these chapter 11 cases. Dentons has worked with certain of the Chapter

11 Professionals in connection with preparation for the filing of these chapter 11 cases, and may have in the past worked for, with, or against the Chapter 11 Professionals in matters wholly unrelated to these chapter 11 cases.

29. To the best of my knowledge and insofar as I have been able to ascertain after due inquiry, neither Dentons nor any of its partners, counsel, or associates has any connection with the Debtors or their affiliates, the Debtors' creditors, any party in interest, or their respective attorneys or accountants, any person employed in the Office of the United States Trustee for Region 13 (the "U.S. Trustee"), any Bankruptcy Judge currently serving on the Court, or any clerk, deputy, or personnel working in the Court, except (i) to the extent any partner, counsel, or associate (a) may have appeared in the past and may appear in the future in cases where one or more of such parties may be involved; and (b) may have represented or may represent one or more of such parties in interest in matters unrelated to these chapter 11 cases.

30. In addition, no shareholder or employee of Dentons holds or represents any interest adverse to the Debtor's estate, and Dentons is "disinterested" within the meaning of § 327(a) of the Bankruptcy Code.

Coordination with Other Professionals

31. As described above, the Debtors have submitted, or intend to submit, separate applications to retain the Chapter 11 Professionals. Dentons will work closely (to the extent appropriate) with all such professionals, in conjunction with the Debtors' management, to carefully monitor and coordinate the efforts of all such professionals and will delineate their respective duties so as to minimize overlap of services whenever possible.

32. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the Fee Guidelines.

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: Yes. Our rates are being discounted given these Debtors are not for profit entities.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments or discounts offered during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: No changes other than annual adjustment in rates effective January 1, 2024.

Question: Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Response: Dentons will be providing the Debtors with a prospective budget and staffing plan for the postpetition period.

33. The foregoing constitutes the statement of Dentons pursuant to sections 327(a), 329, and 504 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014 and 2016.

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

Dated: July 16, 2024

/s/ Robert E. Richards

Name: Robert Richards

Title: Partner

Dentons US LLP

Schedule 1

Potential Parties in Interest

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

Ordinary Course Professionals

[illegible]

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

[illegible]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule 2

Disclosure Schedule

Access Dx Laboratory, LLC
Ace Hardware
AETNA
AIG/VALIC
Akerman, LLP
AlSCO Inc.
Amazon Capital Services, Inc.
Ameren
Ameren Illinois
Ameren Missouri
AmerisourceBergen
Anda, Inc.
Anderson, Laura
Aon Benfield Inc.
Aon Consulting
AT&T Corp
AT&T Mobility
Bath Fitter
Baxter Healthcare Corp.
Belfor USA Group Inc
Better RX, LLC
Blitt & Gaines
CBRE, Inc- Valuation and Advisory
Services
CEFCU
CenturyLink
Chapman and Cutler, LLP
Charter Communications
Cincinnati Insurance Company
Cintas
Cision US, Inc
Citrix Systems, Inc.
CliftonLarsonAllen, LLP
Collins, Ruth
Comcast Cable
Compsych Corporation
Computershare Trust Company, N.A.
Constellation
Corebridge Financial
Cox Comm, Inc.
Credit Acceptance Corporation
CT Corporation
CVS/Caremark
Dentons US LLP
Ecolab, Inc
Elsevier, Inc.

Favorite Healthcare Staffing, Inc.
Fedex
First Insurance Funding
First Mid
Fitch, Inc.
Freeman Health System
Freeman Hospital
Gnuse, Steve
Gordon Food Service, Inc.
GrapeTree Medical Staffing, Inc.
Hamilton Memorial Hospital
Hamilton Memorial Hospital District
Healthlink, Inc.-CON
Heartland Bank
Hobby Lobby
Homesite Insurance Company
Husch Blackwell
Hy-Vee
ICIMS, Inc.
Indeed, Inc.
Integrated Medical Systems, Inc.
Iowa Department of Natural Resources
Iowa Health Care Association
Iowa Treasurer of State
IPFS Corporation
Jennie Edmundson Hospital
John Deere Financial
Johnson Controls aka Tyco
Johnson Controls, Inc.
Kone Central Illinois U041
Kronos Incorporated
Lee Enterprises, Inc.
Linkedin Corporation
Lockton Companies, LLC
Lowe's Companies Inc
Marsh USA, Inc.
Menards
Mercy Hospital Joplin
Microsoft Corporation
Midamerican Energy Company
MidAmerican Energy Services
Milliman
Old National Bank
Otis Elevator Company
Pitney Bowes Global Financial Services
LLC

Pitney Bowes Inc.
Pitney Bowes Purchase Power
PNC Bank
Prairie Farms Dairy, Inc.
Pulse Technology
Quadient Inc.
Quest Diagnostics
RDG Planning & Design
Regus Corporation
Sam's Club
Schneck Medical Center
Sedgwick Claims Management Services,
Inc
Select Rehabilitation, LLC
Seyfarth Shaw LLP
Sharp, David G.D.O.
Sherwin Williams Co
ShiftKey, LLC
Shred-It USA
Shuttleworth & Ingersoll, PLC
Smartsheet, Inc.
Southern Indiana Orthopedics Inc.
Spire
Stericycle, Inc.
The Medical Protective Company
Thyssenkrupp Elevator Corp.
Trane
UMB Bank, N.A.
United Parcel Service
Voyce
Wal-Mart
Wells Fargo Bank
Wells Fargo Financial Illinois, Inc
Wells Fargo Financial Leasing
Zebra Technologies International, LLC
Zook, Lester & Grace

EXHIBIT B

Engagement Letter

M. Quinn Murphy
314.259.5841
qmurphy@sonnenschein.com

One Metropolitan Square
Suite 3000
St. Louis, MO 63102-2741
314.241.1800
314.259.5959 fax
www.sonnenschein.com

July 8, 2008

VIA EMAIL

Jeff Cantrell
Christian Homes, Inc.
200 North Postville Drive
Lincoln, IL 62652

Re: *Christian Homes, Inc. - General Matters*

Dear Jeff:

The purpose of this letter agreement is to confirm the terms and conditions under which Sonnenschein Nath & Rosenthal LLP ("Sonnenschein") will undertake to represent you, and/or Christian Homes, Inc. (collectively, the "Client"), in Client's business endeavors and incidental matters.

Although I will be principally responsible for this engagement, it is anticipated that our client team and other Firm lawyers may become actively involved and, when appropriate, paralegal personnel may also be used. If, at any time, you have any questions, concerns or criticisms regarding any person from our Firm that is working on this engagement, please contact me directly. Our representation of Christian Homes is of utmost important to Sonnenschein and me.

Our fees will be based on the time devoted to the representation, and the billing rates charged by each attorney. The hourly rates of attorneys and other members of our professional staff provide the principal basis for billing for our services. My time is billed at \$275.00 an hour. Time devoted by paralegals to client matters is charged at rates generally ranging from \$105.00 to \$170.00 per hour. These billing rates are subject to adjustment from time to time by the Firm, and fees will be incurred at the rates in effect at the time that services are performed.

It is likely that our representation of you will involve costs and/or disbursements, including, but not limited to, travel expenses, messenger services, overnight or express delivery services, court costs and filing fees, transcript costs, and expert witness expenses. At our discretion, we may advance these costs or disbursements on your behalf, and we will be entitled to payment or reimbursement from you. In cases where it is not possible or practical for the Firm to advance such costs or fees to third parties, or otherwise at our discretion (such as where

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the third-party expense is substantial), we may request that you pay such costs or fees directly, or that you fund them in advance. You agree to do so.

It is the current policy of the Firm not to charge its clients separately for ordinary postage, facsimile transmissions, computerized legal research from vendors such as Lexis/Nexis and Westlaw, and staff overtime. For routine reproduction jobs that can be handled in house, the Firm currently charges 10 cents per copy. However, in the case of other reproduction jobs, such as those sent to third-party vendors, involving large volume, color copies, oversize copies, or other complex duplicating requirements, the Firm will bill such charges to the client at the Firm's cost, or in some cases may request direct or advance payment, as stated above. You agree to pay for these costs.

The Firm's policies regarding expense reimbursement are subject to change from time to time at the discretion of the Firm.

Our policy is to bill monthly for all services performed and costs and disbursements recorded in the previous month. Because there are sometimes delays in the accrual of costs and disbursements, we will occasionally include accrued costs and disbursements in a subsequent statement. You agree to pay our statements in full upon receipt. If full payment is not received within 60 days of the statement date, such amounts due shall bear interest at a per annum rate equal to the "Prime Rate" of interest adjusted as of the first day of each calendar month and as determined by reference to the Wall Street Journal, or such substitute index determined by the Firm to be comparable, in its reasonable discretion. The purpose of the late charge is to assess on an equitable basis the added expenses incurred by our Firm for overdue accounts. We reserve the right in our discretion to change the frequency of billing and the time for payment or to request payment in advance. Client agrees that it shall be responsible to reimburse the Firm for all costs of collection of amounts due the Firm, including but not limited to reasonable attorneys fees and expenses, court costs and costs incurred relating to any alternative dispute resolution mechanism utilized in the collection of amounts due.

You will have the right to terminate our engagement at any time. We also will have the right to terminate our representation of you at any time, subject to giving you a reasonable opportunity to arrange for alternative representation.

You understand and acknowledge that we cannot make and have not made any guarantees regarding the outcome of any matter. Any discussions we have with you regarding our representation of you are limited by our knowledge at the time. You consent to the Firm's public disclosure of the fact that you are a client of the Firm.

During the course of our representation of you, we may from time to time, when appropriate, communicate with you by e-mail. In view of this, the Missouri Bar Disciplinary Counsel requires that we advise you that: (1) e-mail communication is not a secure method of

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communication; (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from us to you or vice versa; (3) person not participating in our communication may intercept our communications by improperly accessing your computer or our computers or even another computer unconnected to either of us through which e-mail passes. Your execution of this letter below will reflect your consent to receiving communications from us via e-mail. If, at some time during our representation, you change your mind and would prefer that we not communicate with you via e-mail, please let us know immediately.

Our engagement to represent you will be deemed to have terminated when we have completed the services contemplated by this letter or at any time that a period of six months elapses during which you do not request and we do not furnish any billable services to you. If these terms are acceptable to you, please sign and return this letter for our records.

We are pleased to have this opportunity to be of service and to work with you.

Kind Regards,

M. Quinn Murphy

The undersigned hereby acknowledges and agrees that he/she has reviewed and understands the terms of this letter.

Date: _____