

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

Jointly Administered

Related Docket Nos. 11, 60, 160

NOTICE OF PROPOSED THIRD INTERIM DIP ORDER

PLEASE TAKE NOTICE THAT on July 16, 2024 the Debtors filed the *Motion for Interim and Final Orders (1) Authorizing the Debtors 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 (“DIP Motion”)*² [Docket No. 11].

PLEASE TAKE FURTHER NOTICE that on July 19, 2024, the Court entered 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;*

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], (xxi) Shawnee Christian Nursing Center, LLC [0068], and (xxii) Safe Haven Hospice, LLC [6886].

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the DIP Motion.



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(4) Granting Liens, Security Interests and Superpriority Claims; and (5) Scheduling a Final Hearing [Docket No. 60] (the “First Interim DIP Order”).

PLEASE TAKE FURTHER NOTICE that on August 16, 2024, the Court entered the *Second Interim Order (I) 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 [Docket No. 160] (the “Second Interim DIP Order”).*

PLEASE TAKE FURTHER NOTICE, that as discussed at the hearing held on September 11, 2024 to consider the DIP Motion, the Debtors hereby file a proposed third interim DIP order (the “Proposed Third Interim DIP Order”), reflecting informal comments received to the form of order. A clean version of the Proposed Third Interim DIP Order is attached hereto as **Exhibit A**, and a redline showing changes against the Second Interim DIP Order is attached hereto as **Exhibit B**.

Dated: September 13, 2024
St. Louis, Missouri

Respectfully submitted,

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/s/ Stephen O'Brien

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EXHIBIT A

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:)
) Chapter 11
MIDWEST CHRISTIAN VILLAGES,)
INC., *et al.*,) Case No. 24-42473-659
) Jointly Administered
Debtors.)
) Related Docket Nos. 11, 60 & 160
)

**THIRD 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**

This Third 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 (this “Third Interim Order”) is entered by this Court after adequate notice of and hearings, held July 17, 2024, August 14, 2024 and September 11, 2024, upon the Debtors’ *Motion for Interim Order and Final 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 “Motion”),¹ and upon the terms agreed to by and among the above-captioned debtors and debtors-in-possession (the “Debtors”), UMB Bank, N.A., as successor bond trustee (in such capacity, the “Bond Trustee”) under the Bond Indentures (as defined below), UMB Bank, N.A., as successor master trustee (the “Master Trustee” and together with the Bond Trustee, the

¹ All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion, the First Interim Order, the Bond Documents or the DIP Credit Agreement, as applicable.

“Trustee”) under the Master Indenture (as defined below), and UMB Bank, N.A., in its capacity as Trustee, as lender (the “DIP Lender”) with respect to the DIP Credit Agreement (as defined below). Upon the terms of the Motion, the stipulations, acknowledgements and agreements of the Debtors, the DIP Lender, and the Trustee (collectively, the “Parties”), the Declarations of Kathleen (Kate) Bertram and Shawn O’Conner submitted in support of the Motion, the statements of the Parties and their counsel at the hearings on the Motion, and the record of the proceedings, the Court makes the following findings of fact and rulings of law:

FINDINGS OF FACT

Procedural Background; Jurisdiction and Notice

A. The Court held a hearing to consider granting the relief requested in the Motion on an interim basis on July 17, 2024. Following such hearing, the Court entered its 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* on July 19, 2024 [Docket No. 60] (the “First Interim Order”), granting such relief on interim basis.

B. On August 8, 2024, the Office of the United States Trustee (the “United States Trustee”) appointed an official committee of unsecured creditors in the Chapter 11 Cases (the “Committee”). No request has been made for the appointment of a trustee or examiner in the Chapter 11 Cases.

C. On August 14, 2024, the Court held a hearing to consider extending the relief requested in the Motion and granted in the First Interim Order on a further interim basis. Following such hearing, the Court entered its the *Second 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 on August 16, 2024 [Docket No. 160] (the “Second Interim Order,” and together with the First Interim Order and this Third Interim Order, the “Interim Orders”), granting such relief on a further interim basis.

D. The Court has jurisdiction over the Chapter 11 Cases and the Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue of the Chapter 11 Cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

E. The Debtors have properly served notice of the Motion and the hearings thereon pursuant to sections 102, 105, 361, 362, 363 and 364 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003 and 6004, and Local Bankruptcy Rules 2002-1, 9013-1 and 9013-2, which notice was sent to, among others (i) the Office of the United States Trustee; (ii) the Trustee; (iii) the Debtors’ other prepetition secured lenders; (iv) the DIP Lender; (v) the Internal Revenue Service; (vi) the parties included on the Debtors’ consolidated list of their 30 largest unsecured creditors; (vii) the United States Attorney for the Eastern District of Missouri; (viii) the Committee; (ix) the state attorneys general in each state where the Debtors conduct their business; and (x) all parties entitled to notice pursuant to Bankruptcy Rule 2002 (the “Notice Parties”). Such notice is sufficient under the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules with respect to the relief requested, and no further notice of the relief sought in the Motion is necessary.

F. The Parties seek entry of this Third Interim Order to, among other things: further extend the term of the First Interim Order and the Second Interim Order; further update the budget appended to the Second Interim Order; and extend the date by which the Final Order must be entered.

Incorporation of Prior Findings of Fact; Full Force and Effect

G. Each of the findings of fact set forth in the First Interim Order and in the Second Interim Order, including, without implied limitation, each of the admissions, stipulations and agreements of the Debtors set forth therein, are hereby reaffirmed and are incorporated into this Third Interim Order as if set forth in full herein.

H. All terms, conditions, and requirements set forth in the First Interim Order and in the Second Interim Order remain in full force and effect, except as may be expressly modified hereby.

Good Faith

I. Pursuant to the First Interim Order and as reaffirmed in the Second Interim Order, the Debtors admitted, stipulated, and agreed, and now further reaffirm, that the terms of the Initial DIP Loans were negotiated in good faith and at arm's length among the Debtors and the DIP Lender; that the terms of the Initial DIP Loans were at least as favorable to the Debtors as those available from alternative sources, under all of the circumstances; that given the current market conditions and under the particular circumstances of the Chapter 11 Cases, no other sources of funding were available on better overall terms; and that given the exigencies of the case, the Debtors believed the Initial DIP Loans were the best and only option.

J. The Debtors and the DIP Lender have represented to the Bankruptcy Court that they have negotiated at arm's length and have acted in good faith in the negotiation and preparation of the DIP Credit Agreement and the Interim Orders, have been represented by counsel, and intend to be and are bound by their respective terms. Pursuant to the First Interim Order and as reaffirmed in the Second Interim Order, the Debtors admitted, stipulated, and agreed, and now further reaffirm, that the terms and conditions of the Interim Orders, the DIP Documents and the Initial

DIP Loans are fair and commercially reasonable under the circumstances, reflect the Debtors' exercise of their prudent business judgment consistent with their fiduciary duties, are supported by reasonably equivalent value and fair consideration, and are enforceable in accordance with applicable law, and the Debtors reaffirm such admission, stipulation and agreement with respect to this Third Interim Order. As such, the funds advanced, and to be advanced, should be deemed to have been extended by the DIP Lender in "good faith" as that term is used in section 364(e) of the Bankruptcy Code and based upon the express reliance of the protections offered by section 364(e) of the Bankruptcy Code and the Post-Petition Liens and the Superpriority Claim (defined below) should be entitled to the full protection of section 364(e) of the Bankruptcy Code, including in the event that the Interim Orders or any provision thereof is vacated, reversed or modified, on appeal or otherwise.

K. Good cause has been shown for the entry of this Third Interim Order. The terms of this Third Interim Order, inclusive of the adequate protection provided to the Trustee relating to the Pre-Petition Liens and the adequate protection provided to Lument, HUD and IHDA, are fair and commercially reasonable, reflect the Debtors' prudent business judgment consistent with their fiduciary duties and constitute reasonable equivalent value and fair consideration. Entry of this Third Interim Order is in the best interest of the Debtors, their creditors, including the holders of the Bonds, and their estates.

L. To the extent any portion of the foregoing constitute rulings of law, they shall constitute this Court's rulings with respect to the matters so stated.

NOW THEREFORE, THE COURT ORDERS AS FOLLOWS:

1. The Motion is hereby **GRANTED** in accordance with the terms and conditions set forth in this Third Interim Order. Any objections to the Motion with respect to the entry of this

Third Interim Order that have not been withdrawn, waived, or settled, and all reservation of rights included therein, are hereby denied and overruled with respect to this Third Interim Order.

2. Good Faith. The DIP Facility and DIP Loan Documents have been negotiated in good faith and at arm's length among the Debtors and the DIP Lender, and the Initial DIP Loans shall be deemed to have been extended by the DIP Lender in good faith (as that term is used in section 364(e) of the Bankruptcy Code) and in express reliance upon, and with the full benefit of the protections afforded by, section 364(e) of the Bankruptcy Code, whether or not the Interim Orders or any provision thereof is vacated, reversed, or modified, on appeal or otherwise.

3. Updated Budget. The DIP Facility and DIP Loan Documents were approved, and such approval is hereby ratified, on an interim basis. Subject to the terms and conditions set forth in the Interim Orders, the Debtors were authorized to borrow, and are hereby authorized to continue to borrow, the Initial DIP Loans pursuant to the DIP Loan Documents, to be used in accordance with the updated budget attached as Exhibit 1, which Updated Budget may be further amended at the request of the Debtors and with the written consent of the DIP Lender and the Trustee and incorporated herein by reference (as updated, and as may be further amended, supplemented, replaced or otherwise modified from time to time solely with the consent of the DIP Lender and the Trustee, in their sole discretion, the "Updated Budget")

4. Amendment and Modification of First Interim Order. The First Interim Order, as previously modified by the Second Interim Order, is hereby further amended and modified as follows:

(i) Clause (v) of paragraph 22 of the First Interim Order shall be deleted and replaced in its entirety with the following:

(v) On or before September 20, 2024, the Final Order on the Motion shall be entered.

5. No Further Modifications. Unless expressly amended or modified in this Third Interim Order, the First Interim Order and the Second Interim Order and all terms, conditions, and requirements set forth therein shall remain in full force and effect.

6. Reaffirmation. All admissions, stipulations, and agreements made by the Debtors, the DIP Lender, the Trustee, Lument, HUD and/or IHDA in the First Interim Order or the Second Interim Order are hereby reaffirmed through this Third Interim Order.

7. Effectiveness. The findings of fact and conclusions of law contained in the Interim Orders shall be deemed effective immediately upon the entry of each of the Interim Orders, as applicable. The liens and claims granted to the DIP Lender, the Trustee, Lument and HUD under the Interim Orders, and the priority thereof, and any payments made pursuant to the Interim Orders, shall be binding (subject to the terms of the Interim Orders) on the Debtors, any successor trustee or examiner, and all creditors of the Debtors, as provided in section 364(e) of the Bankruptcy Code.

8. Reservation of Rights. Notwithstanding anything to the contrary in this Third Interim Order, nothing in this Third Interim Order is intended to, or shall, prejudice any entity's position in connection with any request for a stay pending appeal or any appeal from the Final Order, once entered.

Proposed Order submitted by:

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Exhibit 1

Updated Budget

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:)
) Chapter 11
MIDWEST CHRISTIAN VILLAGES,)
INC., *et al.*,) Case No. 24-42473-659
) Jointly Administered
Debtors.)
) Related Docket Nos. 11-~~&~~, 60 & 160
)

SECONDT~~HIRD~~ 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

This ~~Secon~~Third 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 (this “~~Secon~~Third Interim Order”) is entered by this Court after adequate notice of and hearings, held July 17, 2024-~~and~~, August 14, 2024 and September 11, 2024, upon the Debtors’ *Motion for Interim Order and Final 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 “Motion”),¹ ~~the objections filed by (x) Smart Fill Management Group, Inc. (Docket No. 115) (the “Smart Fill Objection”) and (y) Lument Real Estate Capital, LLC (the “Lument Objection and Reservation of Rights”)~~, and upon the terms agreed to by and among the above-captioned debtors and debtors-in-possession (the

¹ All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion, the First Interim Order, the Bond Documents or the DIP Credit Agreement, as applicable.

“Debtors”), UMB Bank, N.A., as successor bond trustee (in such capacity, the “Bond Trustee”) under the Bond Indentures (as defined below), UMB Bank, N.A., as successor master trustee (the “Master Trustee” and together with the Bond Trustee, the “Trustee”) under the Master Indenture (as defined below), and UMB Bank, N.A., in its capacity as Trustee, as lender (the “DIP Lender”) with respect to the DIP Credit Agreement (as defined below). Upon the terms of the Motion, the stipulations, acknowledgements and agreements of the Debtors, the DIP Lender, and the Trustee (collectively, the “Parties”), the Declarations of Kathleen (Kate) Bertram and Shawn O’Conner submitted in support of the Motion, the statements of the Parties and their counsel at the hearings on the Motion, and the record of the proceedings, the Court makes the following findings of fact and rulings of law:

FINDINGS OF FACT

Procedural Background; Jurisdiction and Notice

A. The Court held a hearing to consider granting the relief requested in the Motion on an interim basis on July 17, 2024. Following such hearing, the Court entered its 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* on July 19, 2024 [Docket No. 60] (the “First Interim Order,” ~~and together with this Second Interim Order, the~~ “Interim Orders”), granting such relief on interim basis.

B. On August 8, 2024, the Office of the United States Trustee (the “United States Trustee”) appointed an official committee of unsecured creditors in the Chapter 11 Cases (the “Committee”). No request has been made for the appointment of a trustee or examiner in the Chapter 11 Cases.

C. On August 14, 2024, the Court held a hearing to consider extending the relief requested in the Motion and granted in the First Interim Order on a further interim basis. Following such hearing, the Court entered its the *Second 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 on August 16, 2024 [Docket No. 160]* (the “Second Interim Order,” and together with the First Interim Order and this Third Interim Order, the “Interim Orders”), granting such relief on a further interim basis.

D. ~~E.~~ The Court has jurisdiction over the Chapter 11 Cases and the Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue of the Chapter 11 Cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

E. ~~D.~~ The Debtors have properly served notice of the Motion and the hearings thereon pursuant to sections 102, 105, 361, 362, 363 and 364 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003 and 6004, and Local Bankruptcy Rules 2002-1, 9013-1 and 9013-2, which notice was sent to, among others (i) the Office of the United States Trustee; (ii) the Trustee; (iii) the Debtors’ other prepetition secured lenders; (iv) the DIP Lender; (v) the Internal Revenue Service; (vi) the parties included on the Debtors’ consolidated list of their 30 largest unsecured creditors; (vii) the United States Attorney for the Eastern District of Missouri; (viii) the Committee; (ix) the state attorneys general in each state where the Debtors conduct their business; and (x) all parties entitled to notice pursuant to Bankruptcy Rule 2002 (the “Notice Parties”). Such notice is

sufficient under the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules with respect to the relief requested, and no further notice of the relief sought in the Motion is necessary.

F. ~~E.~~ The Parties seek entry of this ~~Second~~Third Interim Order to, among other things: further extend the term of the First Interim Order; ~~and the Second Interim Order;~~ further update the budget appended to the ~~First~~Second Interim Order ~~for an additional four (4) weeks;~~ and extend the date by which the Final Order must be entered; ~~and set a revised hearing date for entry of the Final Order.~~

Incorporation of Prior Findings of Fact; Full Force and Effect

G. ~~F.~~ Each of the findings of fact set forth in the First Interim Order and in the Second Interim Order, including, without implied limitation, each of the admissions, stipulations and agreements of the Debtors set forth therein, are hereby reaffirmed and are incorporated into this ~~Second~~Third Interim Order as if set forth in full herein.

H. ~~G.~~ All terms, conditions, and requirements set forth in the First Interim Order and in the Second Interim Order remain in full force and effect, except as may be expressly modified hereby.

Good Faith

I. ~~H.~~ Pursuant to the First Interim Order and as reaffirmed in the Second Interim Order, the Debtors admitted, stipulated, and agreed, and now further reaffirm, that the terms of the Initial DIP Loans were negotiated in good faith and at arm's length among the Debtors and the DIP Lender; that the terms of the Initial DIP Loans were at least as favorable to the Debtors as those available from alternative sources, under all of the circumstances; that given the current market conditions and under the particular circumstances of the Chapter 11 Cases, no other sources

of funding were available on better overall terms; and that given the exigencies of the case, the Debtors believed the Initial DIP Loans were the best and only option.

J. ~~I.~~The Debtors and the DIP Lender have represented to the Bankruptcy Court that they have negotiated at arm's length and have acted in good faith in the negotiation and preparation of the DIP Credit Agreement and the Interim Orders, have been represented by counsel, and intend to be and are bound by their respective terms. Pursuant to the First Interim Order and as reaffirmed in the Second Interim Order, the Debtors admitted, stipulated, and agreed, and now further reaffirm, that the terms and conditions of the Interim Orders, the DIP Documents and the Initial DIP Loans are fair and commercially reasonable under the circumstances, reflect the Debtors' exercise of their prudent business judgment consistent with their fiduciary duties, are supported by reasonably equivalent value and fair consideration, and are enforceable in accordance with applicable law, and the Debtors reaffirm such admission, stipulation and agreement with respect to this ~~Second~~Third Interim Order. As such, the funds advanced, and to be advanced, should be deemed to have been extended by the DIP Lender in "good faith" as that term is used in section 364(e) of the Bankruptcy Code and based upon the express reliance of the protections offered by section 364(e) of the Bankruptcy Code and the Post-Petition Liens and the Superpriority Claim (defined below) should be entitled to the full protection of section 364(e) of the Bankruptcy Code, including in the event that the Interim Orders or any provision thereof is vacated, reversed or modified, on appeal or otherwise.

K. ~~J.~~Good cause has been shown for the entry of this ~~Second~~Third Interim Order. The terms of this ~~Second~~Third Interim Order, inclusive of the adequate protection provided to the Trustee relating to the Pre-Petition Liens and the adequate protection provided to Lument, HUD and IHDA, are fair and commercially reasonable, reflect the Debtors' prudent business judgment

consistent with their fiduciary duties and constitute reasonable equivalent value and fair consideration. Entry of this ~~Second~~Third Interim Order is in the best interest of the Debtors, their creditors, including the holders of the Bonds, and their estates.

L. ~~K.~~ To the extent any portion of the foregoing constitute rulings of law, they shall constitute this Court's rulings with respect to the matters so stated.

NOW THEREFORE, THE COURT ORDERS AS FOLLOWS:

1. The Motion is hereby **GRANTED** in accordance with the terms and conditions set forth in this ~~Second~~Third Interim Order. Any objections to the Motion with respect to the entry of this ~~Second~~Third Interim Order that have not been withdrawn, waived, or settled, and all reservation of rights included therein, are hereby denied and overruled with respect to this ~~Second~~Third Interim Order.

2. Good Faith. The DIP Facility and DIP Loan Documents have been negotiated in good faith and at arm's length among the Debtors and the DIP Lender, and the Initial DIP Loans shall be deemed to have been extended by the DIP Lender in good faith (as that term is used in section 364(e) of the Bankruptcy Code) and in express reliance upon, and with the full benefit of the protections afforded by, section 364(e) of the Bankruptcy Code, whether or not the Interim Orders or any provision thereof is vacated, reversed, or modified, on appeal or otherwise.

3. Updated Budget. The DIP Facility and DIP Loan Documents were approved, and such approval is hereby ratified, on an interim basis. Subject to the terms and conditions set forth in the Interim Orders, the Debtors were authorized to borrow, and are hereby authorized to continue to borrow, the Initial DIP Loans pursuant to the DIP Loan Documents, to be used in accordance with the updated budget attached as **Exhibit 1**, which Updated Budget may be further amended at the request of the Debtors and with the written consent of the DIP Lender and the

Trustee and incorporated herein by reference (as updated, and as may be further amended, supplemented, replaced or otherwise modified from time to time solely with the consent of the DIP Lender and the Trustee, in their sole discretion, the “Updated Budget”):

~~4. Continued Borrowing of the Initial DIP Loans. Pursuant to sections 361 and 364 of the Bankruptcy Code and the terms and conditions hereof, until the occurrence of an Event of Default, the Debtors are hereby authorized to continue to borrow the Initial DIP Loans pursuant to the terms, conditions and provisions of the Interim Orders and the DIP Credit Agreement in an aggregate amount up to \$3,000,000 pursuant to the terms set forth in the Interim Orders (the “Initial DIP Loans”); provided, however, that the Debtors shall use the proceeds of the Initial DIP Loans solely for such purposes as are expressly permitted under the DIP Loan Documents and the Interim Orders and solely in compliance with the Updated Budget attached hereto as Exhibit 1. The continued funding of the Initial DIP Loans is conditioned on the entry of this Second Interim Order and compliance with the terms of the Interim Orders. The DIP Lender and Debtors shall file a further budget for the week of September 8 to September 14, 2024 by **August 26, 2024**.~~

~~4.~~ 5. Amendment and Modification of First Interim Order. The First Interim Order, as previously modified by the Second Interim Order, is hereby further amended and modified as follows:

~~(i) HUD-Financed Properties. Paragraph Q of the First Interim Order is amended to strike the following language “subject to mortgages securing loans made by or through the United States Department of Housing and Urban Development (‘HUD’) and such loans, ‘HUD Loans’” and to replace the same with, “subject to mortgages securing loans made by Lument Real Estate Capital, LLC, f/k/a Lancaster Pollard Mortgage Company (‘Lument’) and indorsed for insurance by the United States Department of Housing and Urban Development (‘HUD’),~~

~~and such loans, “HUD Loans”). Any other use of the term “HUD” in the First Interim Order shall mean Lument and/or HUD, as applicable.~~

~~(ii) Adequate Protection for the Pre-Petition Liens and Pre-Petition Collateral. Adequate Protection Payments referenced in Section 20(iv) of the First Interim Order shall be amended to include payments to Lument Real Estate Capital, LLC (“Lument”) of amounts necessary to maintain current obligations of the HUD Facilities for real estate tax escrows and insurance tax escrows due for the months of August and September 2024.~~

~~(i) (iii) Final Hearing. As set forth herein, the final hearing on the Motion shall be postponed until **September 11, 2024**. Accordingly, clause Clause (v) of paragraph 22 of the First Interim Order shall be deleted and replaced in its entirety with the following:~~

(v) On or before September ~~12~~20, 2024, the Final Order on the Motion shall be entered.

5. ~~6.~~ No Further Modifications. Unless expressly amended or modified in this ~~Second~~Third Interim Order, the First Interim Order and the Second Interim Order and all terms, conditions, and requirements set forth therein shall remain in full force and effect.

6. ~~7.~~ Reaffirmation. All admissions, stipulations, and agreements made by the Debtors, the DIP Lender, the Trustee, Lument, HUD, and/or IHDA in the First Interim Order or the Second Interim Order are hereby reaffirmed through this ~~Second~~Third Interim Order.

7. ~~8.~~ Effectiveness. The findings of fact and conclusions of law contained in the Interim Orders shall be deemed effective immediately upon the entry of each of the ~~First~~ Interim ~~Order and the Second Interim Order~~Orders, as applicable. The liens and claims granted to the DIP Lender, the Trustee, Lument and HUD under the Interim Orders, and the priority thereof, and any payments made pursuant to the Interim Orders, shall be binding (subject to the terms of the Interim Orders) on the Debtors, any successor trustee or examiner, and all creditors of the Debtors, as

provided in section 364(e) of the Bankruptcy Code; ~~provided, however, that all findings of fact and conclusions of law shall be subject to the reserved right of HUD and Lument to object at the Final Hearing and nothing herein shall prejudice or impair the rights of HUD and/or Lument with respect thereto.~~

8. Reservation of Rights. Notwithstanding anything to the contrary in this Third Interim Order, nothing in this Third Interim Order is intended to, or shall, prejudice any entity's position in connection with any request for a stay pending appeal or any appeal from the Final Order, once entered.

~~9. Smart-Fill Objection and Lument Objection and Reservation of Rights. Notwithstanding anything contained in this Second Interim Order to the contrary, the hearing on the Smart-Fill Objection and Lument Objection and Reservation of Rights shall be continued to the final hearing on the Interim Orders as set forth in the paragraph below, with Smart-Fill Management Group, Inc. ("Smart-Fill"), Lument and/or HUD, the Debtors, the DIP Lender, other secured lenders, the United States Trustee and the Committee reserving all of their respective rights with regard to the relief being requested by Smart-Fill and Lument and/or HUD (as applicable) or the terms of any final order with respect to the Smart-Fill Objection and the Lument Objection and Reservation of Rights (as applicable).~~

~~10. Final Hearing. A final hearing with respect to the Interim Orders is hereby scheduled for September 11, 2024, at 10:00 AM (CT) Courtroom 7 North, at which time any party in interest may present any timely filed objections to the entry of a final order (the "Final Order"). Not later than two (2) business days after the date of this Second Interim Order, the Debtors shall serve a copy of this Second Interim Order and shall file a certificate of service no later than twenty-four (24) hours after service. Such notice shall state that objections to the entry of a Final Order shall be in writing and shall be filed with the United States Bankruptcy Clerk for the Eastern District of Missouri no later than August 30, 2024 at 12:00 p.m. (CT) and the Debtors' shall file any reply to objections no later than September 9, 2024 at 12:00 p.m. (CT). The Committee shall file its objection, if any, to the entry of a Final Order in writing with the United States Bankruptcy Clerk for the Eastern District of Missouri no later than September 4, 2024 at 12:00 p.m. (CT).~~

~~Any objections by creditors or other parties in interest to any of the provisions of a Final Order incorporating the terms of this Second Interim Order, or including any other or different provisions, may be deemed waived unless filed and served in accordance with this paragraph.~~

Proposed Order submitted by:

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Exhibit 1

Updated Budget

Summary report: Litera Compare for Word 11.9.1.1 Document comparison done on 9/13/2024 4:41:56 PM	
Style name: strikethrough	
Intelligent Table Comparison: Active	
Original DMS: iw://mintzdocuments-mobility.imanage.work/ACTIVE/521145094/3	
Modified DMS: iw://mintzdocuments-mobility.imanage.work/ACTIVE/521145094/5	
Changes:	
<u>Add</u>	61
Delete	61
<u>Move From</u>	3
<u>Move To</u>	3
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	128