

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

**In re:**

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

**Debtors.**

**Chapter 11**

**Case No. 24-42473-659**

**Jointly Administered**

**Re: Docket Nos. 11 and 43**

**NOTICE OF FIRST AMENDMENT TO DIP CREDIT AGREEMENT**

**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”)*<sup>2</sup> [Docket No. 11].

**PLEASE TAKE FURTHER NOTICE THAT** on July 17, 2024, the Debtors filed a *Notice of Dip Credit Agreement* [Docket No. 43].

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

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



**PLEASE TAKE FURTHER NOTICE THAT** attached hereto as **Exhibit A** is the *First Amendment to Priming Superpriority Debtor-in-Possession Credit Agreement* (the “**First Amendment to DIP Credit Agreement**”) extending the maturity date to February 28, 2025.

Dated: December 30, 2024  
St. Louis, Missouri

Respectfully submitted,

**DENTONS US LLP**

/s/ Stephen O'Brien

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MoBar # 43977  
**DENTONS US LLP**  
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St. Louis, MO 63102  
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– and –

David A. Sosne  
MoBar # 28365  
**SUMMERS COMPTON WELLS  
LLC**  
903 South Lindbergh Blvd., Suite 200  
St. Louis, Missouri 63131  
Telephone: (314) 991-4999  
dsosne@scw.law

*Proposed Co-Counsel to the Debtors  
and Debtors-in-Possession*

**EXHIBIT A**

First Amendment to DIP Credit Agreement

**FIRST AMENDMENT TO PRIMING SUPERPRIORITY  
DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

**THIS FIRST AMENDMENT TO PRIMING SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT** (this “Amendment”) is made as of December 30, 2024, by and among Midwest Christian Villages, Inc., Hickory Point Christian Village, Inc., Lewis Memorial Christian Village, Inc., Senior Care Pharmacy Services, LLC, New Horizons PACE MO, LLC, Risen Son Christian Village, Spring River Christian Village, Inc., Christian Homes, Inc., Crown Point Christian Village, Inc., Hoosier Christian Village, Inc., Johnson Christian Village Care Center, LLC, River Birch Christian Village, LLC, Washington Village Estates, LLC, Christian Horizons Living, LLC, Wabash Christian Village Therapy and Medical Clinic, LLC, Wabash Christian Village Apartments, LLC, Wabash Estates, LLC, Safe Haven Hospice, LLC, Heartland Christian Village, LLC, Midwest Senior Ministries, Inc. and Shawnee Christian Nursing Center, LLC (collectively, the “Debtors”) and UMB Bank, N.A., in its capacity as Trustee (the “DIP Lender,” and together with the Debtors, the “Parties”).

**I. RECITALS**

A. Pursuant to that certain Priming Superpriority Debtor-in-Possession Credit Agreement made as of July 19, 2024 among the Parties (as amended hereby and as may be further amended, restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”), the DIP Lender agreed to make loans, advances and other extensions of credit to the Debtors. Except as otherwise noted herein, capitalized terms used but not otherwise defined in this Amendment shall have the meanings set forth in the DIP Credit Agreement.

B. The Debtors desire to extend the Maturity Date (as defined in the DIP Credit Agreement) and the DIP Lender has agreed to do so on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and the agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**II. AMENDMENTS**

The DIP Credit Agreement is hereby amended as follows:

A. The following defined terms contained in Article I of the DIP Credit Agreement are hereby deleted in their entirety and replaced with the following in their appropriate alphabetical order (amendments are in blue and underlined):

“Maturity Date” means the earliest to occur of the date that is (a) February 28, 2025, (b) the closing date of the sale of all or substantially all of the Debtors’ assets pursuant to an order entered by the Court (or, in the event of more than one sale, the closing date of the last of such sales), (c) the date on which the DIP Lender

accelerates the DIP Obligations (or the DIP Obligations automatically and immediately accelerate), or (d) the confirmation of a Chapter 11 plan which becomes effective.

“DIP Loan Document” means any of this Agreement, the DIP Collateral Documents and all other documents, instruments or agreements executed and delivered by the Debtors for the benefit of the DIP Lender in connection herewith, including, for the avoidance of doubt, any amendments or supplements thereto, including, without limitation, the First Amendment to DIP Credit Agreement.

B. The following defined terms are hereby inserted in Article I of the DIP Credit Agreement in the appropriate alphabetical order:

“First Amendment to DIP Credit Agreement” means that certain First Amendment to Priming Superpriority Debtor-in-Possession Credit Agreement, dated as of December 30, 2024, among the Debtors and the DIP Lender.

### **III. REPRESENTATIONS AND WARRANTIES**

Each Debtor, by executing this Amendment, hereby represents and warrants to the DIP Lender as follows:

(a) Binding Effect of Documents. This Amendment and any other DIP Loan Document, if any, have been duly executed and delivered to DIP Lender by each Debtor and are in full force and effect, as modified hereby.

(b) No Conflict, Etc. The execution and delivery and performance of this Amendment and the other Loan Documents by each Debtor will not (i) violate any applicable law, or (ii) contravene the terms of any organizational document of each Debtor.

### **IV. PROVISIONS OF GENERAL APPLICATION**

A. Effect of this Amendment; Acknowledgement and Ratification. Except as expressly set forth herein (including the amendments set forth in Section II hereof), no other changes or modifications to the DIP Credit Agreement or other DIP Loan Documents are intended or implied to constitute the consent of the DIP Lender to any other transaction and no novation shall result from this Amendment. To the extent of conflict between the terms of this Amendment and the other DIP Loan Documents, the terms of this Amendment shall control.

B. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

C. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment.

D. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAWS RULES AND PRINCIPLES THEREUNDER) AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

E. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement.

F. Entire Agreement. This Amendment embodies the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior agreements, representations and understandings, if any, relating to the subject matter hereof.

G. Designation as Loan Document. This Amendment shall constitute a DIP Loan Document for the purposes of the DIP Credit Agreement.

*[Signature page follows.]*

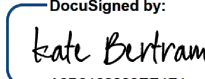
In witness whereof, the parties hereto have caused this Amendment to be duly executed and delivered by their respective representatives thereunto duly authorized as of the date first written above.

**DEBTORS:**

**MIDWEST CHRISTIAN VILLAGES, INC.,** an Illinois not-for-profit corporation

By:   
A9B9169339EE4F4...  
Kate Bertram  
President and Chief Executive Officer


**HICKORY POINT CHRISTIAN VILLAGE, INC.,** an Illinois not-for-profit corporation

By:   
A9B9169339EE4F4...  
Kate Bertram  
President and Chief Executive Officer


**LEWIS MEMORIAL CHRISTIAN VILLAGE,** an Illinois not-for-profit corporation

By:   
A9B9169339EE4F4...  
Kate Bertram  
President and Chief Executive Officer

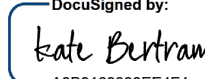
**SENIOR CARE PHARMACY SERVICES, LLC,** an Illinois limited liability company

By:   
A9B9169339EE4F4...  
Kate Bertram  
President and Chief Executive Officer

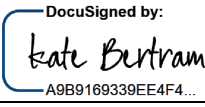
**NEW HORIZONS PACE MO, LLC,** a Missouri limited liability company

By:   
A9B9169339EE4F4...  
Kate Bertram  
President and Chief Executive Officer


**RISEN SON CHRISTIAN VILLAGE,** an Iowa nonprofit corporation

By:   
A9B9169339EE4F4...  
Kate Bertram  
President and Chief Executive Officer


**SPRING RIVER CHRISTIAN VILLAGE, INC.**, a Missouri not-for-profit corporation

By:   
Kate Bertram  
President and Chief Executive Officer


**CHRISTIAN HOMES, INC.**, an Illinois not-for-profit corporation

By:   
Kate Bertram  
President and Chief Executive Officer

**CROWN POINT CHRISTIAN VILLAGE, INC.**, an Indiana nonprofit corporation

By:   
Kate Bertram  
President and Chief Executive Officer

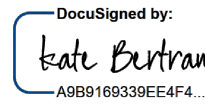
**HOOSIER CHRISTIAN VILLAGE, INC.**, an Indiana nonprofit corporation

By:   
Kate Bertram  
President and Chief Executive Officer

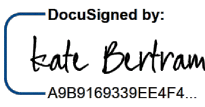
**JOHNSON CHRISTIAN VILLAGE CARE CENTER, LLC**, an Indiana limited liability company

By:   
Kate Bertram  
President and Chief Executive Officer


**RIVER BIRCH CHRISTIAN VILLAGE, LLC**, an Illinois limited liability company

By:   
Kate Bertram  
President and Chief Executive Officer

**WASHINGTON VILLAGE ESTATES, LLC**, an Illinois limited liability company

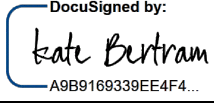
By:   
Kate Bertram  
President and Chief Executive Officer

**CHRISTIAN HORIZONS LIVING LLC**, a Missouri limited liability company


By:   
Kate Bertram  
President and Chief Executive Officer



**WABASH CHRISTIAN VILLAGE  
THERAPY AND MEDICAL CLINIC,  
LLC**, an Illinois limited liability company

By:   
\_\_\_\_\_  
Kate Bertram  
President and Chief Executive Officer

**WABASH CHRISTIAN VILLAGE  
APARTMENTS, LLC**, an Illinois limited  
liability company

By:   
\_\_\_\_\_  
Kate Bertram  
President and Chief Executive Officer

**WABASH ESTATES, LLC**, an Illinois  
limited liability company

By:   
\_\_\_\_\_  
Kate Bertram  
President and Chief Executive Officer

**SAFE HAVEN HOSPICE, LLC**, an Illinois  
limited liability company

By:   
\_\_\_\_\_  
Kate Bertram  
President and Chief Executive Officer


**HEARTLAND CHRISTIAN VILLAGE,  
LLC**, an Illinois limited liability company

By:   
\_\_\_\_\_  
Kate Bertram  
President and Chief Executive Officer

**MIDWEST SENIOR MINISTRIES, INC.**,  
an Illinois not-for-profit corporation


By:   
\_\_\_\_\_  
Kate Bertram  
President and Chief Executive Officer

**SHAWNEE CHRISTIAN  
NURSING CENTER, LLC**, an Illinois  
limited liability company

By:   
\_\_\_\_\_  
Kate Bertram  
President and Chief Executive Officer

**DIP LENDER:**

UMB BANK, N.A.,  
as Bond Trustee and Master Trustee

By:   
Name: Julie L. Bedker  
Title: Senior Vice President