

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

In re:) In Proceedings Under Chapter 11
)
MIDWEST CHRISTIAN VILLAGES, INC.,) Case No. 24-42473-659
et al.,) Jointly Administered
Debtors.) Honorable Kathy Surratt-States
)
) Hearing date: January 28, 2025
) Hearing time: 10:00 a.m. (CST)
)
) Related documents 11, 60, 115, 160
) 337, 501, 502, 503, and 504 (566)

**STIPULATION AND AGREED ORDER FOR THE RESOLUTION OF THE CLAIMS
OF AMERISOURCEBERGEN DRUG CORPORATION AND SMART-FILL
MANAGEMENT GROUP, INC.**

Senior Care Pharmacy Services, LLC (“Senior Care Pharmacy”), one of the debtors and debtors in possession in these cases along with the other above captioned debtors and debtors in possession (the “Other Debtors”), on the one hand, and AmerisourceBergen Drug Corporation (“ABDC”) and Smart-Fill Management Group, Inc (“Smart-Fill”), on the other hand, by and through their respective counsel, hereby enter into this stipulation and agreed order (the “Stipulation and Agreed Order”) concerning any and all claims of ABDC and Smart-Fill to the extent set forth herein. Senior Care Pharmacy and the Other Debtors are sometimes collectively referred to as the Debtors.

1. On July 16, 2024, the Debtors filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code.

2. Prior to and during the course of the above referenced cases, ABDC was a supplier of pharmaceuticals and related healthcare products to Senior Care Pharmacy through Smart-Fill pursuant to a Member Agreement (“Contract”) entered into in December of 2023.

3. Senior Care Pharmacy, in turn, supplied and sold many of the pharmaceuticals and related healthcare products to the Other Debtors.

4. Smart-Fill, independently and through an assignment from ABDC, has asserted certain liens in the assets of Senior Care Pharmacy, including its inventory.

5. Smart-Fill filed a Proof of Claim (Claim 9) against Senior Care Pharmacy, asserting a secured claim as of the filing of these cases in the principal sum of \$475,745.91, of which amount Smart-Fill has also asserted that \$231,028.91 was an administrative claim under section 503(b)(9) of the Bankruptcy Code.

6. UMB Bank, N.A., in its capacities as (i) successor pre-petition master trustee and bond trustee and (ii) post-petition ‘DIP’ lender (in such capacities, collectively, the “Trustee”), has a lien on all or substantially all of the assets of the Debtors in accordance with various loan documents and pursuant to various orders entered by this Court authorizing the use of cash collateral, post-petition debtor in possession financing, adequate protection and other relief following the filing by the Debtors of a motion (Docket 11) seeking interim and final relief (the “DIP and Cash Collateral Motion”). The various orders, include, without limitation, a first interim order (the “DIP First Interim Order”, Docket 60), a second interim order (the “DIP Second Interim Order”, Docket 160), and a supplemental final order (the “Supplemental DIP Final Order”, Docket 337) (collectively the “DIP and Cash Collateral Orders”).

7. On or about August 7, 2024, Smart-Fill filed its objection to the Debtors’ DIP and Cash Collateral Motion (the “Smart-Fill Objection”) (docket 115) seeking adequate protection for its liens and claims.

8. In resolution of the Smart Fill Objection, this Court included provisions in the Supplemental DIP Final Order that provided, in part, for Smart-Fill to obtain certain replacement

liens in its asserted collateral in the same order and priority as it had as of the date of the filing of these cases.

9. During the course of these cases, the Debtors have proceeded to sell the assets of the Debtors through an auction process. In accordance with this process that this Court approved, the Court has entered a series of sale orders, authorizing the sale of the assets. These sales orders include approving the sale of various facilities owned and operated by the Debtors. These sale orders include: a) order authorizing the sale of the assets of Crown Point Christian Village, Inc. (Docket 501), b) order authorizing the sale of the assets of Christian Homes, Inc., Lewis Memorial Christian Village, River Birch Christian Village, LLC, Hickory Christina Village and Senior Care Pharmacy (Docket 502), c) order authorizing the sale of the assets of Hoosier Christian Village (Docket 503), and d) order authorizing the sale of the assets of Washington Village Estates, Wabash Estates, Wabash Christian Village Apartments, Risen Son Christian Village and Spring Rive Christian Village (Docket 504) (collectively, the “Sales Orders”). Some or all of these Sales Orders provided for the escrowing or setting aside certain funds from the proceeds of sale of the assets of the Debtors. In addition, the Court has approved various back-up bids, which bids have expired, and may, in the future, enter other orders approving additional bids if the original back-up bids are not reinstated (the “Back-Up Sales Orders”).

10. The Debtors intend to close on the sales of the assets of the various facilities as soon as late January with some sales closing at various dates thereafter; however, the Debtors make no representations or warranties as to when the sales might close.

11. None of the proposed purchasers of the assets of the Debtors intend to assume the Contract or any other agreement with Smart-Fill.

12. Counsel for the Debtors, on the one hand, and counsel for ABDC and Smart-Fill, on the other hand, commenced discussions in an effort to resolve any and all claims and issues that have been raised or could be raised by the Debtors, ABDC and Smart-Fill. These discussions have resulted in an agreement that resolves any and all claims of these parties, including, without limitation, any claims asserted or that could be asserted by Smart-Fill, whether in respect of its asserted secured claim, administrative 503(b)(9) claim or adequate protection claim, or otherwise.

13. This stipulation resolves disputed claims of ABDC and Smart-Fill and constitutes a global and total resolution of the claims and issues of the Debtors, ABDC and Smart-Fill.

14. UMB and the Official Unsecured Creditors' Committee (the "Committee") have consented to the relief sought herein.

AGREED ORDER

NOW THEREFORE, upon the foregoing recitals, which are incorporated as though fully set forth herein, it is agreed, and, upon Court approval hereof, it shall be ordered that:

1. All of the foregoing recitals are specifically incorporated into this Order and made a part hereof.

2. Upon the closing of the first of the sales referenced in the Sales Orders (Dockets 501 through 504) [or if all of these sales do not close then upon the first of the closings with regard to the Back-Up Sales Orders], the sum of \$231,028.91 shall be withheld from the proceeds of sale in lieu of any amounts required to be escrowed or set aside pursuant to any Sales Orders or Back-Up Sales Orders and shall be paid to Smart-Fill (the "Closing Payment") in full and complete satisfaction of any and all claims that it or ABDC have or might have against Senior Care Pharmacy, the Other Debtors or any creditors of the Debtors, including without limitation, any claims with regard to its asserted adequate protection claim, secured claim or section 503(b)(9)

administrative claim. In the event the first of the sales closings does not generate sufficient funds to pay the Closing Payment, then sufficient additional funds shall be withheld from the proceeds of sale of any successive closings in order to pay the balance of the Closing Payment.

3. Smart-Fill shall be granted a general unsecured claim against Senior Care Pharmacy in the amount of \$244,717.00. This general unsecured claim will be paid pro-rata with other general unsecured claims against Senior Care Pharmacy when, if and to the extent that such claims are paid.

4. Smart-Fill agrees to continue to sell pharmaceuticals and other related healthcare products to Senior Care Pharmacy, or, if requested, to other Debtors (but only if such other Debtors are lawfully authorized to purchase such product from Smart-Fill) on a COD basis until orders for such product cease on existing terms of sale and Senior Care Pharmacy or the other authorized the Debtors agree to such terms.

5. Upon the Closing Payment, ABDC, Smart-Fill and any person or entity affiliated with or claiming through such entities, shall be deemed to have released the Debtors, their respective estates, the Trustee, the Committee and each of their representatives, professionals, employees, agents and servants with regard to any and all other claims they or each may have or could have with regard to the estate of the Debtors or these cases, whether known or unknown, asserted or unasserted, liquidated or unliquidated, except for a) the general unsecured claim allowed as set forth in paragraph 3 above and b) any claims asserted against ABDC or Smart-Fill by third-parties for which any of the Debtors are obligated to indemnify ABDC or Smart-Fill pursuant to the Contract, provided that such claims will only be asserted (i) to the extent of the Debtors' insurance coverage for such claims and (ii) there is no out of pocket cost to the Debtors or their estates for the defense or the payment of any such claims.

6. In the event that the Closing Payment is not paid, in whole or in part, by July 1, 2025, this stipulation shall be null and void and Smart-Fill, ABDC and the Debtors shall have all of their rights, remedies and defenses to any and all outstanding claims that can or could be asserted with regard to this estate.

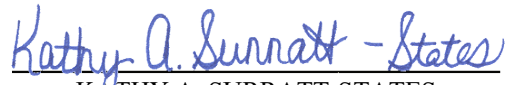
7. This Stipulation and Agreed Order shall be binding and effective upon execution by the parties hereto. This Stipulation and Agreed Order may not be amended or modified without the consent of the parties hereto. This stipulation and order may be executed in counterparts by electronic transmission, each of which will be deemed an original and all of which when taken together will constitute one document. The signature of the counsel for the parties to this stipulation below is a representation that the counsel have authority to enter into this stipulation on behalf of their respective clients.

8. This Stipulation and Agreed Order shall be binding on any trustees, successors, liquidating agents or anyone claiming through the Debtors and shall survive any conversion of these cases to another chapter or dismissal of these cases.

9. This Court shall retain exclusive jurisdiction over all matters arising from or related to the implementation of this Stipulation and Agreed Order.

10. No later than two (2) business days after the entry of this order, the Debtors shall serve a copy of this order on the notice parties and shall file a certificate of service.

SO ORDERED:


KATHY A. SURRATT-STATES
U.S. Bankruptcy Judge

DATED: January 28, 2025
St. Louis, Missouri
jjh

AGREED AS TO FORM AND SUBSTANCE:

/s/ David A. Sosne

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