

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

In re:	)	
	)	Chapter 11
MIDWEST CHRISTIAN VILLAGES,	)	Case No. 24-42473
INC. et al., <sup>1</sup>	)	Jointly Administered
	)	
Debtors.	)	
	)	

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**OBJECTION OF SELECT REHABILITATION, LLC  
TO DEBTORS' SECOND OMNIBUS MOTION TO REJECT  
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Creditor, Select Rehabilitation, LLC (“Select”), hereby files its Objection (the “Objection”) to *Debtors’ Second Omnibus Motion to Reject Certain Executory Contracts and Unexpired Leases* (DN 622) (the “Motion”) and states as follows:

1. Select, as successor-in-interest, was party to an Amended and Restated Therapy Services Agreement dated October 1, 2019 and as amended from time to time (collectively, the “Agreement”) entered into with Midwest Christian Village, Inc. d/b/a Christian Horizons (“Midwest”). Pursuant to the Agreement, Select agreed to provide therapy services to residents and patients of Midwest at multiple locations, and Midwest agreed to pay for the same.

2. On July 16, 2024, Midwest and several of its affiliates filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the “Petition Date”).

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<sup>1</sup> 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].



3. Prior to the Petition Date, the Agreement was terminated, and Select ceased providing services to Midwest under the Agreement. Thus, at the time Midwest filed bankruptcy, the Agreement was no longer an executory contract.

4. Prior to filing the Motion, on September 16, 2024, the Debtors filed a *Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May Be Assumed and Assigned in Connection with Sale* (DN 314) (the “Initial Cure Notice”) and subsequently filed an *Amended Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May Be Assumed and Assigned in Connection with Sale* (DN 369) (the “Amended Cure Notice” and with the Initial Cure Notice, the “Cure Notices”).

5. On October 15, 2024, Select filed its *Objection of Select Rehabilitation, LLC to Debtors’ Amended Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May Be Assume and Assigned in Connection with Sale* (DN 397) (the “Cure Objection”).

6. In the Cure Notices, the Debtors identified the Agreement twice as being between Midwest and either Kindred Rehab Services, LLC d/b/a RehabCare or RehabCare Group East, LLC d/b/a RehabCare (“RehabCare”).

7. The Debtors have similarly identified the Agreement in this Motion.

8. However, as stated in the Cure Objection as well, the Agreement was originally between Midwest and Kindred Rehab Services, LLC d/b/a RehabCare (“Kindred Rehab”). Pursuant to a transaction in December 2020, Select assumed the Agreement and is the successor-in-interest under the Agreement and entitled to enforce all rights and obligations thereunder. Further, Select acquired RehabCare as part of that transaction.

9. Regardless, prior to the Petition Date, the Agreement or either of the two agreements listed in the Motion with Kindred Rehab and RehabCare had been terminated and were no longer an executory contract subject to assumption or rejection.

10. Select files this Objection to the Motion out of an abundance of caution on the grounds that all agreements involving it or its predecessors-in-interest were terminated prior to the Petition Date and thus cannot be rejected in bankruptcy.

11. Select reserves all rights in connection with the Motion and this Objection.

WHEREFORE, Select objects to the Motion, reserves all rights with respect to the Motion and this Objection, reserves all rights to amend or supplement this Objection, and for such other and further relief as the Court may deem just and proper.

Dated: March 13, 2025

Respectfully submitted,

THOMPSON COBURN LLP

By: /s/ Brian Hockett

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**CERTIFICATE OF SERVICE**

I certify that on March 13, 2025, a true and correct copy of the foregoing was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Eastern District of Missouri on the following parties registered to receive electronic notice:

Seth A. Albin on behalf of Debtor Midwest Christian Villages, Inc.  
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Amanda M. Basch on behalf of Creditor Committee Official Committee of Unsecured Creditors  
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Steven Neal Beck on behalf of Interested Party CH Arcadia Holdco, LLC  
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In addition, the undersigned hereby certifies that a true and accurate copy of the forgoing was mailed this 13th day of March, 2025, to those parties appearing on the master notice list dated February 28, 2025 (Dkt. No. 627), that do not receive service through the Court's CM/ECF system.

/s/ Brian Hockett