

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

In re: MIDWEST CHRISTIAN VILLAGES, INC. <i>et al</i>,¹ Debtors.	§ Chapter 11 § Case No. 24-42473-659 § Jointly Administered § § Related Docket Nos. 102, 159 and 502 § § Hearing Date: March 26, 2025 § Hearing Time: 10:00 a.m. (CT) § Hearing Location: Courtroom 7 North
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**DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE
DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER THE
ASSET PURCHASE AGREEMENT FOR SENIOR CARE PHARMACY, (II)
APPROVING THE SALE OF CERTAIN ASSETS FREE AND CLEAR OF ALL
CLAIMS, LIENS, RIGHTS, INTERESTS, AND ENCUMBRANCES, (III) APPROVING
THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state as follows in support of this motion (the “Sale Motion”):²

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 defined in this Sale Motion have the meaning ascribed to them in the *First Day Declaration of Kathleen (Kate) Bertram* [Docket No. 3], Bid and Sale Procedures Order (as defined herein), or the APA (as defined herein), as applicable.



Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Sale Order”): (a) authorizing and approving the Debtors’ entry into and performance under that certain asset purchase agreement, substantially in the form attached to the Sale Order as Exhibit 1 (together with all schedules, exhibits, and ancillary documents related thereto, as amended, modified, or supplemented from time to time, the “APA”), whereby Debtor Senior Care Pharmacy Services LLC (the “Debtor” or the “Seller”) has agreed to sell the pharmacy business and real property located at 1212 Bear Ln. Monticello, IL and related assets further described below (together, the “Pharmacy”), and RNG BEH CN CL MG LLC (“BEH” or the “Buyer,” and together with the Seller, the “Parties”) have agreed to purchase, the Pharmacy (including all actions taken or required to be taken in connection with the implementation and consummation of the APA, the “Sale”); (b) authorizing and approving the sale of the Pharmacy to the Buyer free and clear of any and all liens, claims, interests, pledges, charges, defects, caveats, security interests, hypothecations, mortgages, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or similar encumbrances, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “Encumbrances”), except for Assumed Liabilities (as defined herein); (c) authorizing the assumption and assignment of the Assumed Contracts; and (d) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Eastern District of Missouri (the “Court”) has jurisdiction over 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). The Debtors confirm their consent to the Court entering a final order in connection with this Sale Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. The bases for the relief requested herein are §§ 105(a), 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 9013-1 of the Local Bankruptcy Rules for the Eastern District of Missouri (the “Local Rules”).

Background

4. On July 16, 2024 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the Debtors, their businesses, and the facts and circumstances supporting the Debtors’ chapter 11 cases and this Sale Motion are set forth in greater detail in the First Day Declaration, which is incorporated herein by reference.

5. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

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

7. On July 29, 2024, the Court entered the *Interim Order Granting Motion for the Entry of: (A) an Order: (1) Approving Auction Sale Format and Bidding Procedures; (2)*

Approving Process for Discretionary Selection of Stalking Horse Bidder and Bid Protections; (3) Approving Notices to be Provided to Interested Parties; (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder; and (5) Approving Procedures related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (B) an Order Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances [Docket No. 102] (the “Interim Bid and Sale Procedures Order”).

8. On August 8, 2024, the United States Trustee for the Eastern District of Missouri (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 121].

9. 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”). On September 14, 2024, the Court entered the *Third 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. 309] (the “Third Interim DIP Order”). On September 22, 2024, the Court entered the *Fourth 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. 334] (the “Fourth Interim DIP Order,” together with the First Interim DIP Order, Second Interim DIP Order, and Third Interim DIP Order, the “DIP Orders”). Under DIP Orders the

Debtors were authorized to enter into and perform under that certain DIP Credit Agreement (as amended, modified, and supplemented from time to time, the “DIP Credit Agreement”).

10. Also on August 15, 2024, the Court entered the and the *Final Order Granting Motion for the Entry of: (A) an Order: (1) Approving Auction Sale Format and Bidding Procedures; (2) Approving Process for Discretionary Selection of Stalking Horse Bidder and Bid Protections; (3) Approving Notices to be Provided to Interested Parties; (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder; and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (B) an Order Authorizing the Sale of Property Free and Clear of all Claims, Liens and Encumbrances* [Docket No. 159] (the “Final Bid and Sale Procedures Order”, together with the Interim Bidding Procedures Order, the “Bid and Sale Procedures Order”).

11. On November 12, 2024 at 10:00 a.m. (CT), pursuant to the Bid and Sale Procedures Order, the Debtors conducted the Auction with respect to the Debtors’ assets.

12. On November 27, 2024, the Court entered the *Order (I) Approving the Asset Purchase Agreements Between the Debtors and the Successful Bidder; (II) Authorizing the Sale of Substantially All of the Assets of the 4 Illinois Market Rate Facilities and the Pharmacy; and (III) Granting Related Relief* [Docket No. 502] (the “Initial Sale Order”). The Initial Sale Order approved the sale of four of the Debtors’ Illinois market rate facilities (the “Illinois Facilities”) and the Pharmacy to CH Arcadia Holdco, LLC (“CH Arcadia”) as the Successful Bidder.

13. Since then, the sales of the four Illinois market rate facilities have closed, however, CH Arcadia failed to close the sale of the Pharmacy by the required closing date.

14. As further described in the Expedited Motion, the Debtors have determined that the terms of the sale of the Pharmacy to BEH are more beneficial to the Debtors' estates and employees than those previously approved in the proposed sale to CH Arcadia.

The Proposed Sale

15. Since July 2024, the Debtors have been engaged in negotiations with potential purchasers regarding the terms of a sale transaction of certain of the Debtors' assets. Over the next several months, the Company and the Buyer continued these discussions and negotiated issues related to the Sale at arm's length and in good faith negotiations. The Debtors, with the assistance of B.C. Ziegler and Company ("Ziegler") as financial advisor, launched a comprehensive marketing process to engage third parties in a potential sale transaction of some or substantially all of the assets and/or equity interests in the company, including the Pharmacy (the "Prepetition Marketing Process").

16. The Debtors continued the marketing process postpetition (collectively, with the Prepetition Marketing Process, the "Marketing Process") in accordance with the Bidding Procedures Order. The Debtors entered into an Asset Purchase Agreement with CH Arcadia to purchase the Pharmacy and Illinois Facilities, which the Court approved pursuant to the Initial Sale Order.

17. Since then, the Debtors have engaged in discussions with CH Arcadia about the transfer of the Pharmacy and to date, CH Arcadia has failed to close the sale of the Pharmacy by the required closing date. Based on its discussions with CH Arcadia, the Debtors understand that if the Pharmacy were transferred pursuant to the Initial Sale Order, CH Arcadia intends to halt pharmacy operations, lay off current employees, and move customers to its own pharmacy business. One of the goals of the Debtors in pursuing these chapter 11 cases was to sell its assets to buyers interested in continuing the Debtors' current operations and maintaining continuity of

care to local communities. Against that backdrop, the Debtors, with the assistance of Ziegler, engaged with other potential parties interested in purchasing and continuing operations of the Pharmacy in order to continue providing important local access to medication and care and to continue providing employment to the Pharmacy's employees.

18. Accordingly, the Debtors seek to enter into the Asset Purchase Agreement (the "APA") attached to the Sale Order as Exhibit 1 with the Buyer. Pursuant to the APA, the Buyer will purchase the Pharmacy free and clear of any Encumbrances in exchange for (i) the assumption of the Assumed Liabilities and (ii) a cash payment of \$45,000.00 (collectively, the "Purchase Price").

19. The following chart summarizes the key terms and conditions of the APA in accordance with the Court's Chapter 11 Guidelines on Sales and Sale Procedures Motions:³

Provision	Summary Description
Parties	<u>Seller</u> : Senior Care Pharmacy Services LLC <u>Buyer</u> : RNG BEH CN CL MG LLC
Pharmacy	" <u>Pharmacy</u> " shall mean Senior Care Pharmacy. See APA, Schedule 1.
Date, Time, and Place of Sale	The consummation of the transactions (the " <u>Closing</u> ") shall be conducted remotely to occur on a date (the " <u>Closing Date</u> ") that is no later than the Outside Closing Date, or at such other time, date or location as shall be agreed upon by the Parties. Regardless of the time it actually occurs, the Closing will be deemed effective for all purposes as of 12:01 a.m. (Central Time) on the Closing Date (the " <u>Effective Time</u> "). See APA, § 3.01.
Purchase Price	The assumption of the Assumed Liabilities and a cash payment of \$45,000.00. See APA, § 2.05.
Broker's Fee	Except for B.C. Ziegler & Co., for which Seller shall be responsible, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by the Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

³ This summary is provided for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the APA, the APA shall govern in all respects. Capitalized terms used in the following summary shall have the meanings ascribed to them in the APA.

Provision	Summary Description
	See APA, § 4.15.
Assumed Liabilities	<p>As partial consideration for the transfer, assignment and delivery of the Purchased Assets to Buyer, and upon the terms and subject to the conditions set forth in the APA, Buyer shall assume, pay and perform the following liabilities and obligations of Seller (collectively, the “<u>Assumed Liabilities</u>”):</p> <ul style="list-style-type: none"> (a) (i) The Cure Amounts, if any, and (ii), all Liabilities and obligations arising under the Assumed Contracts from and after the Effective Time; (b) All Liabilities arising from Accrued PTO and (ii) all Liabilities arising from and after the Effective Time, in each case for any Hired Employees; (c) All Liabilities related to Ordered Inventory, including unpaid supplier invoices or purchase orders and payment to Seller as reimbursement for Seller’s payment of such Ordered Inventory; (d) Intentionally Omitted; (e) All liabilities and obligations created by the APA respecting Buyer; and (f) All other obligations and liabilities arising out of Buyer’s possession, use, ownership, transfer or other disposition of the Purchased Assets after the Effective Time. <p>See APA, § 2.03.</p>
Excluded Liabilities	<p>Except for the Assumed Liabilities, Buyer shall not assume, pay or perform any indebtedness, liabilities or other obligations of Seller (collectively, the “<u>Excluded Liabilities</u>”). Without limiting the generality of the foregoing, and except as otherwise provided herein, (i) Buyer shall not be required to assume and shall not have any liability or obligation with respect to any contract, liability or obligation, direct or indirect, absolute or contingent of Seller or to any other person, entity, or Seller Affiliate regarding any claims or litigation pending or later arising against Seller or any Seller Affiliate that are based on their actions or omissions, and (ii) under no circumstances shall Buyer be deemed to have agreed to or accepted Seller’s or any Seller Affiliate’s liability for any act, omission, or any other obligation of any nature whatsoever to any patient or patient representative (excepting any post-closing liabilities assumed by Buyer) or to the State, federal or local government for any liabilities related to cost report settlements, fines, penalties, overpayments or recoupments.</p> <p>See APA, § 2.04.</p>
Releases	<p>Buyer expressly releases and discharges Seller, its respective Affiliates, members, partners, officers, directors, shareholders, employees, attorneys, agents, brokers, and contractors from any and all obligations, claims, administrative proceedings, judgements, damages, fines, costs, and liabilities arising out of or relating to the physical condition of the property or any portion thereof, including, without limitation any latent or patent construction defects, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Purchased Assets.</p> <p>After the Closing Date, Seller shall be released from any further liability under such Assumed Contracts as provided for under Section 365(k) of the Bankruptcy Code.</p> <p>See APA §§ 5.11 and 6.05(d)(i).</p>
Earnest Money	Not applicable.

Provision	Summary Description
Sale of Property Free and Clear	The sale of the Pharmacy to the Buyer will be free and clear of all Liens, Claims and Encumbrances other than Permitted Encumbrances. <i>See</i> APA § 2.01.
6004(h) and 6004(d) Waivers	In order to close the Sale in a timely fashion, the Debtors seek a waiver of the stay imposed by Bankruptcy Rules 6004(h) or 6006(d).

20. The Debtors believe that the proposed Sale is in the best interests of the Debtors and their estates, as it serves to maximize the value of the Pharmacy. After extensive negotiations with the Buyer, and a market check that spanned months both prior to and after the Petition Date, the Purchase Price is the highest or otherwise best offer for the Pharmacy, the Sale minimizes disruption to the Debtors' businesses, allows for the continued employment of the Pharmacy's employees, and the Buyer has the financial capacity to close the Sale quickly, minimizing any administrative burden to the Debtors. Accordingly, for the reasons stated herein and below, entering into the APA and consummating the Sale of the Pharmacy on the terms set forth in the APA is fair, reasonable, and represents a sound exercise of the Debtors' business judgment. Accordingly, the Debtors respectfully request that the Court approve the Sale of the Pharmacy on the terms set forth herein.

Basis for Relief Requested

I. The Sale and Entry into the APA Should Be Approved.

21. Under section 363(b)(1) of the Bankruptcy Code, a debtor in possession may "use, sell, or lease" estate property "other than in the ordinary course of business" after notice and a hearing. 11 U.S.C. § 363(b)(1). A debtor may sell estate property outside the ordinary course of business under this provision if there is a good business reason for doing so. *See, e.g., Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) ("[U]nder normal circumstances the court

would defer to the trustee’s judgment so long as there is a legitimate business justification.” (citing *In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991)); *In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that “[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task”); *see also In re Food Barn Stores, Inc.*, 107 F.3d 558, 564–65 (8th Cir. 1997) (recognizing that paramount goal of any proposed sale of property of estate is to maximize value); *Crystalin, LLC v. Selma Props. Inc. (In re Crystalin, LLC)*, 293 B.R. 455, 463-64 (B.A.P. 8th Cir. 2003).

22. The business judgment rule shields a debtor’s decisions from judicial second-guessing. Once a debtor articulates a valid business justification, the business judgment rule “is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the company.” *In re S.N.A. Nut Co.*, 186 B.R. 98, 102 (Bankr. N.D. Ill 1995) (citations omitted); *In re Filene’s Basement, LLC*, 11-13511 (KJC), 2014 WL 1713416, at *12 (Bankr. D. Del. Apr. 29, 2014) (“If a valid business justification exists, then a strong presumption follows that the agreement at issue was negotiated in good faith and is in the best interests of the estate.”) (citations omitted); *see also In re Johns-Manville Corp.*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) (“[A] presumption of reasonableness attaches to a debtor’s management decisions.”). Thus, if a debtor’s actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

23. The Debtors submit that the proposed Sale is a sound exercise of the Debtors’ business judgment. Among other things, the value generated by the Sale outweighs any benefits of the Debtors maintaining Pharmacy. Consummating the Sale on the terms set forth herein will allow the Debtors to maximize the value of the Debtors’ estates, maintain important the pharmacy

services provided to the community the Pharmacy serves, and allow the current employees of the Pharmacy to remain employed.

24. The Buyer has adequate cash to consummate the Sale on an expeditious timeline, without the need to finalize and secure funding. After a robust Marketing Process, the Debtors believe this is the best offer received to date from the multiple parties that were interested in purchasing the Pharmacy, including the bid from the previous Successful Bidder, CH Arcadia. Moreover, the Debtors submit that the terms of the BEH APA are substantially similar to the sale terms of the Pharmacy to CH Arcadia this Court previously approved pursuant to the Initial Sale Order entered in November 2024. However, BEH intends to operate the Pharmacy, retain the current employees, and add new customers. The prior buyer, CH Arcadia, intended to shut down pharmacy operations in Monticello and lay off the existing workforce there.

25. The Debtors believe that the Purchase Price is the highest and best value that the Debtors can reasonably expect to receive for the Pharmacy and will provide a greater recovery for the Debtors' estates than would other available alternatives. In reaching this conclusion, the Debtors weighed multiple factors, including, the amount and timing of consideration, the timeframe required to consummate the Sale, and the assets purchased.

26. The Debtors have also provided fair and reasonable notice to all interested persons. Additionally, the Debtors have been marketing the Assets for and, beginning in April 2024, the Debtors, with the assistance of Ziegler, ran the Marketing Process described above. As part of this process, Ziegler solicited interest from over 50 parties through the Marketing Process as of this date. This robust level of marketing, combined with the sustained interest from the Buyer and the strength of the terms of the Sale, reflects the comprehensiveness of the marketing of the Pharmacy. It also demonstrates that notice was provided to all interested parties.

27. Accordingly, the sale of the Pharmacy is a sound exercise of the Debtors' business judgment and should be approved under § 363(b) of the Bankruptcy Code.

II. The Sale was Negotiated in Good Faith and Without Collusion, and the Buyer is a "Good-Faith Purchaser."

28. The Debtors request that the Court find that the Buyer is entitled to the benefits and protections provided by § 363(m) of the Bankruptcy Code in connection with the Sale.

Section 363(m) of the Bankruptcy Code provides in pertinent part:

[t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

29. Section 363(m) of the Bankruptcy Code thus protects the purchaser of assets sold pursuant to § 363 of the Bankruptcy Code from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal, as long as such purchaser leased or purchased the assets in "good faith." *See id.* While the Bankruptcy Code does not define "good faith," courts have held that a purchaser shows its good faith through the integrity of its conduct during the course of the sale proceedings, finding that where there is a lack of such integrity, a good-faith finding may not be made. *See, e.g., In re Abbotts Dairies*, 788 F.2d 143, 147 (3d Cir. 1986) ("Typically, the misconduct that would destroy a [buyer's] good faith status at a judicial sale involves fraud, collusion between the [proposed buyer] and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders."); *In re Andy Frain Servs., Inc.*, 798 F.2d 1113, 1125 (7th Cir. 1986) (same); *In re Sasson Jeans, Inc.*, 90 B.R. 608, 610 (S.D.N.Y. 1988)

(same), *abrogated on other grounds*, *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380 (1993).

30. The Debtors submit that the Buyer is a “good faith purchaser” within the meaning of § 363(m) of the Bankruptcy Code and that the APA is a good-faith agreement on arms’-length terms entitled to the protections of section 363(m) of the Bankruptcy Code. The consideration to be received by the Debtors pursuant to the APA is substantial, fair, and reasonable under the circumstances.

31. The APA is the culmination of a fair and transparent marketing and negotiation process in which all Parties were represented by competent counsel and all negotiations were conducted on an arm’s-length, good-faith basis. There is no indication of any “fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders” or similar conduct that would cause or permit the Sale or the APA to be avoided under § 363(n) of the Bankruptcy Code.

32. The Sale was evaluated and approved by the Debtors in consultation with their advisors, and the Debtors understand that the Bond Trustee and Committee consent to the Sale.

33. Furthermore, the Buyer and the Debtors are wholly unrelated, sharing no officers, directors, shareholders, incorporators, employees, or economic interests—other than as embodied in these transactions—in common, and the Buyer is not an “insider” as that term is defined in the Bankruptcy Code. 11 U.S.C. § 101(31).

34. Accordingly, the Debtors believe that the Buyer and the APA should be entitled to the full protections of § 363(m) of the Bankruptcy Code and that the Sale is a sound exercise of the Debtors’ business judgement and in the best interest of the estates and all interested parties.

Thus, the Debtors submit that the Sale should therefore be approved pursuant to sections 105(a) and 363 of the Bankruptcy Code.

III. The Sale Should be Approved “Free and Clear” Under Section 363(f) of the Bankruptcy Code.

35. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party’s interest in the property if: (a) applicable nonbankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is the subject of a bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f).

36. Section 363(f) of the Bankruptcy Code is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated therein will suffice to warrant the Sale free and clear of all Encumbrances, except with respect to any Assumed Liabilities. *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) (“[I]f any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens.”); *In re Otologics, L.L.C.*, No. 12-47045-705, 2012 WL 4043895, at *5 (Bankr. E.D. Mo. Sept. 6, 2012) (allowing sale free and clear of all liens because “one or more of the standards set forth in Bankruptcy Code sections 363(f)(1)-(5) has been satisfied”); *see also Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 354 (E.D. Pa. 1988) (holding that a sale “free and clear” may be approved provided the requirements of at least one subsection are met).

37. The Debtors submit that, to the extent any Encumbrance will not be an Assumed Liability, any such Encumbrance satisfies or will satisfy at least one of the five conditions of § 363(f) of the Bankruptcy Code. Further, any such Encumbrance will be adequately protected by either being paid in full at the time of Closing or by having it attach to the proceeds

of the Sale, subject to any claims and defenses the Debtors may possess with respect thereto. Accordingly, the Debtors request authority to convey the Pharmacy to the Buyer free and clear of all Encumbrances, other than Assumed Liabilities, with any such Encumbrances to attach to the proceeds of the Sale.

IV. The Proposed Sale is Appropriate Pursuant to Bankruptcy Rule 6004(f).

38. Bankruptcy Rule 6004(f) authorizes a debtor to sell estate property outside of the ordinary course of business by private sale or public auction. Private sales by a debtor outside of the ordinary course of business are appropriate where the debtor demonstrates that the sale is permissible pursuant to section 363 of the Bankruptcy Code. *See In re MTE Holdings LLC*, No. 19-12269 (CTG), 2021 WL 3743201, at *6 (Bankr. D. Del. Aug. 17, 2021) (“While the Bankruptcy Code requires court approval of a sale of estate property outside the ordinary course of a debtor’s business . . . it does not by its terms require an auction.”); *see also In re The Great Atl. & Pac. Tea Co., Inc.*, 544 B.R. 43, 49–50 (Bankr. S.D.N.Y. 2016) (“[T]here is no rule that . . . asset sales are . . . conditioned on such a requirement [a formal auction], which does not appear in the Bankruptcy Code or Bankruptcy Rules.”). Additionally, courts have held that a debtor has broad discretion to determine the manner in which its assets are sold. *See In re Bakalis*, 220 B.R. 525, 531 (Bankr. E.D.N.Y. 1998) (noting that a trustee has ample authority to conduct a sale of estate property through private sale).

39. Here, there are sound business reasons for the Sale, and the proposed Sale is the best available option to maximize the value of the Pharmacy for the benefit of the Debtors’ estates and to approve the Motion in accordance with the Bid and Sales Procedures Order. Moreover, the net recovery to the estate can be maximized by the approval of the Motion and help preserve operations which provide an underserved area with important pharmacy services and provide

gainful employment of the Pharmacy's employees. For these reasons, selling the Pharmacy to the Buyer is appropriate under Bankruptcy Rule 6004(f).

V. The Assumption and Assignment of the Assumed Contracts Should Be Approved.

A. The Assumption and Assignment of the Assumed Contracts Reflects the Debtors Reasonable Business Judgment.

40. To facilitate and effectuate the Sale, the Debtors are seeking authority for Senior Care Pharmacy Services LLC to assign certain contracts to the Buyer in accordance with the terms of the APA. Pursuant to the sale of the Pharmacy, the Debtors contemplate that the Buyer will assume and the Debtors will assign certain contracts indicated on Schedule 6.05 of the APA (the "Assumed Contracts").

41. Section 365 of the Bankruptcy Code authorizes a debtor to assume and/or assign their executory contracts and unexpired leases, subject to the approval of the court, provided that the defaults under such contracts and leases are cured and adequate assurance of future performance is provided. A debtor's decision to assume or reject an executory contract or unexpired lease must only satisfy the "business judgment rule" and will not be subject to review unless such decision is clearly an unreasonable exercise of such judgment. *See, e.g., Grp. of Inst'l Invrs. v. Chicago, Milwaukee, St. Paul & Pacific Ry. Co.*, 318 U.S. 523 (1943) (applying Bankruptcy Act section 77(b), predecessor to Bankruptcy Code section 365, and rejecting test of whether executory contract was burdensome in favor of whether rejection is within a debtor's business judgment); *see also In re Noranda Aluminum, Inc.*, 549 B.R. 725, 727–28 (Bankr. E.D. Mo. 2016) (in the Eighth Circuit, the business judgment test "entails a determination that the transaction is in the best interest of the estate" (quoting *Four B Corp. v. Food Barn Stores, Inc. (In re Food Barn Stores, Inc.)*, 107 F.3d 558, 567 n. 16 (8th Cir. 1997))). *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989) (describing deference to a debtor's

business judgment as “breathing space afforded [to] the debtor to consider whether to reject or assume executory contracts under the [Bankruptcy] Code.”); *In re S.A. Holding Co., LLC*, 357 B.R. 51, 56 (Bankr. D.N.J. 2006) (applying the business judgment test in determining whether to approve a contract rejection).

42. Here, the Court should approve the decision to assume and assign the Assumed Contracts in connection with the Sale as a sound exercise of the Debtors’ business judgment. The Assumed Contracts are necessary to operate the Pharmacy and, as such, the assumption and assignment of the Assumed Contracts is essential to inducing the best offer for the Pharmacy. The Buyer would not want to acquire the Pharmacy unless the Assumed Contracts needed to manage the day-to-day operations, among other things, were included in the proposed Sale. The assignment of the Assumed Contracts is necessary and appropriate under the circumstances in connection with the Sale, is integral to the Debtors’ overall restructuring efforts, and the Buyer has demonstrated that it can reasonably carry on the obligations under the Assumed Contracts.

43. Lastly, any assumption and assignment of contracts or unexpired leases will be consummated in accordance with the assumption and assignment procedures previously approved by the Court in the Bid and Sale Procedures Order, thereby giving the counterparties thereto appropriate notice and opportunity to object to any assumption and assignment, including with respect to proposed cure amounts. Thus, the counterparties to the Assumed Contracts will be treated fairly and equitably because (i) any existing defaults under the Assumed Contracts will be promptly cured by the Debtors and (ii) counterparties will be given appropriate notice and opportunity to object to any assumption and assignment, including with respect to proposed cure amounts, pursuant to the assumption and assignment procedures previously approved by the Court.

44. Accordingly, the Debtors submit that the assumption of the Assumed Contracts and their assignment to the Buyer should be approved as an exercise of the Debtors business judgment.

B. Non-Debtor Parties Will Be Adequately Assured of Future Performance.

45. Similarly, the Debtors submit that the third requirement of § 365(b) of the Bankruptcy Code—adequate assurance of future performance—is also satisfied given the facts and circumstances present here. “The phrase ‘adequate assurance of future performance,’ adopted from § 2-609(1) of the Uniform Commercial Code, is to be given a practical, pragmatic construction based upon the facts and circumstances of each case. Although no single solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance.” *Carlisle Homes*, 103 B.R. at 538 (internal citations omitted). Among other things, adequate assurance may be given by demonstrating the assignee’s financial health and experience in managing the type of enterprise or property assigned. *See In re Filene’s Basement*, 2014 WL 1713416, at *12 (holding that a contract could be assigned because the assignee had the financial ability to perform the contract obligations going forward and would not fail to perform the contract’s obligations at risk of losing a significant investment); *In re Bygaph, Inc.*, 56 B.R. 596, 605–06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance present where a prospective assignee has financial resources and has expressed a willingness to devote sufficient funding to a business to give it a strong likelihood of succeeding).

46. Here, the Debtors evaluated the financial wherewithal of the Buyer before finalizing the APA (*e.g.*, financial credibility, willingness, and ability of the interested party to perform under the Assumed Contracts). The Buyer has demonstrated such financial wherewithal, willingness, and ability to perform under the Assumed Contracts. Further, the Court and other interested parties will have ample opportunity to evaluate the ability of the Buyer to provide adequate assurance of future performance and object to the assumption of the Assumed Contracts

or proposed cure amounts. Accordingly, the Debtors will provide adequate assurance to the affected Assumed Contracts in advance of the Sale Hearing if requested by the applicable counterparty or counsel thereto.

VI. Use of Proceeds

47. Upon approval of the Motion the Debtors request authority to use the cash proceeds as authorized under the Orders approving the use of Cash Collateral and DIP Financing and any budgets as appended thereto, and/or as amended and agreed to by the Debtors and the DIP Lender after approval of this Sale Motion is sought and/or granted.

VII. Relief Under Bankruptcy Rules 6004(h) and 6006(d) is Appropriate.

48. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of property . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise.” Additionally, Bankruptcy Rule 6006(d) provides that an “order authorizing the trustee to assign an executory contract or unexpired lease . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise.” The Debtors request that the Sale Order be effective immediately upon its entry by providing that the fourteen-day stays under Bankruptcy Rules 6004(h) and 6006(d) are waived.

49. The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. *In re Filene’s Basement*, 2014 WL 1713416, at *14; *see* Advisory Committee Notes to Fed. R. Bankr. P. 6004(h) and 6006(d). Although Bankruptcy Rules 6004(h) and 6006(d) and the Advisory Committee Notes are silent as to when a court should “order otherwise” and eliminate or reduce the fourteen-day stay period, the leading treatise on bankruptcy suggests that the fourteen-day stay should be eliminated to allow a sale or other transaction to close immediately “where there has been no objection to procedure.” 10 *Collier on Bankruptcy* ¶ 6004.11, ¶ 6004.04 (16th rev. ed. 2014).

Furthermore, if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. *Id.*; see *In re Filene's Basement*, 2014 WL 1713416, at *14 (reducing the stay to seven days from the date of entry of the sale order).

50. To maximize the value received for the Pharmacy and reduce accrual of administrative expenses relating to such assets, the Debtors seek to close the Sale as soon as possible after the Sale Hearing. Accordingly, the Debtors hereby request that the Court waive the fourteen-day stay period under Bankruptcy Rules 6004(h) and 6006(d).

No Prior Request

51. No prior request for the relief sought in this Sale Motion has been made to this or any other court.

Notice

52. This Sale Motion and notice of this Motion will be served respectively on the current Master Service List and the current Master Notice List. Notice of this Sale 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.

WHEREFORE, the Debtors respectfully request that the Court enter an order, in substantially the form submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: March 19, 2025
St. Louis, Missouri

Respectfully submitted,

DENTONS US LLP

/s/ Stephen O'Brien

Stephen O'Brien
MoBar # 43977
DENTONS US LLP
211 N Broadway Ste 3000
St. Louis, MO 63102
Telephone: (314) 241-1800
stephen.obrien@dentons.com

Robert E. Richards (admitted *pro hac vice*)
Samantha Ruben (admitted *pro hac vice*)
DENTONS US LLP
233 S. Wacker Drive, Suite 5900
Chicago, Illinois 60606-6404
Telephone: (312) 876-8000
robert.richards@dentons.com
samantha.ruben@dentons.com

– 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

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

Exhibit A

Proposed Sale Order

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:	§	Chapter 11
	§	
MIDWEST CHRISTIAN VILLAGES,	§	Case No. 24-42473-659
INC. <i>et al</i> ,	§	
	§	Jointly Administered
Debtors.	§	
	§	Related Docket No. [•]
	§	
	§	

**ORDER (I) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM
THEIR OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT FOR
SENIOR CARE PHARMACY, (II) APPROVING THE SALE OF CERTAIN ASSETS
FREE AND CLEAR OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS, AND
ENCUMBRANCES, (III) APPROVING THE ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND
(IV) GRANTING RELATED RELIEF**

Upon the Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to Enter into and Perform their Obligations Under the Asset Purchase Agreement for Senior Care Pharmacy, (II) Approving the Sale of Certain Assets Free and Clear of all Claims, Liens, Rights, Interests, and Encumbrances, (III) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief (the "Motion"),² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Sale Order") (a) authorizing and approving the Debtors' entry into and performance under the APA, substantially in the form attached hereto as **Exhibit 1**, (b) authorizing and approving the Sale of the Pharmacy free and clear of any and all Encumbrances, except Assumed Liabilities

² Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion or the APA, as applicable.

(c) authorizing the assumption and assignment of the Assumed Contracts, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having found that sufficient cause exists for the relief set forth herein; and upon adequate and sufficient notice of the Motion, the APA, and all other related transactions contemplated thereunder and in this Sale Order, and it appearing that no other or further notice need be provided; and all interested parties having been heard or having been afforded an opportunity to be heard with respect to the Motion and all relief related thereto; and the Sale Hearing having been held on March 26, 2024; and the Court having reviewed and considered the Motion, all relief sought therein and related thereto and any objections thereto; and upon the full record in support of the relief requested by the Debtors in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors have identified the offer by the Buyer as the highest or otherwise best offer for the Pharmacy; and this Court having found that sufficient cause exists for the relief set forth herein; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and this Court having found that, after an extensive marketing process by the Debtors, the Buyer has submitted the highest or otherwise best offer for the Pharmacy; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and upon the full record of these chapter 11 cases and all other pleadings; and upon all of the proceedings had before the Court

and after due deliberation thereon, and good and sufficient cause appearing therefor **THE COURT HEREBY FINDS THAT:**³

I. Jurisdiction, Final Order, and Statutory Predicates.

- A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
- B. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
- C. The statutory predicates for the relief requested in the Motion are §§ 105(a), 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014.
- D. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, waives any stay, and expressly directs entry of judgment as set forth herein.

II. Notice of the APA, the Sale, and the Sale Hearing.

- E. As evidenced by the affidavits of service previously filed with the Court and based on the representations of counsel at the Sale Hearing, due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the APA, this Sale Order, and the Sale has been provided in accordance with §§ 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 9007, 9008 and 9014, and the Local Rules. The Debtors have complied with all obligations to provide notice of the Motion, the Sale Hearing, the APA, this Sale Order, and the Sale. The aforementioned notices are good, sufficient, and appropriate under the circumstances, and no other

³ The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

or further notice of the Motion, the Sale Hearing, the APA, this Sale Order, or the Sale is, or shall be, required. The requirements of Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules are satisfied by such notice.

F. A reasonable opportunity to object and be heard with respect to the Sale, the Motion, and the relief requested therein and provided in this Sale Order has been afforded to all interested persons and entities.

III. Good Faith of the Buyer.

G. The APA was negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's-length bargaining positions and is substantively and procedurally fair to all parties. Neither the Debtors nor the Buyer has engaged in any conduct that would cause or permit the APA or the Sale to be avoided, or for any costs or damages to be imposed, under § 363(n) of the Bankruptcy Code.

H. As demonstrated by (i) any testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, substantial marketing efforts and a competitive sale process were conducted and, among other things, (a) the Buyer in no way induced or caused any chapter 11 filing by the Debtors and (b) all payments to be made by the Buyer in connection with the Sale have been disclosed. The Buyer is consummating the Sale in good faith and is a good faith buyer within the meaning of § 363(m) of the Bankruptcy Code and is not an "insider" of any Debtor (as defined under § 101(31) of the Bankruptcy Code). The Buyer has proceeded in good faith in all respects in connection with the Sale. The Buyer is therefore entitled to all of the protections afforded under section 363(m) of the Bankruptcy Code.

IV. Highest or Otherwise Best Offer.

I. The Marketing Process with respect to the Pharmacy afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Pharmacy. The APA, including the form and total consideration to be realized by the Debtors under the APA, (i) constitutes the highest and best offer for the Pharmacy; (ii) is fair and reasonable; and (iii) is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

J. The Debtors' determination that the APA, including the consideration provided by the Buyer under the APA, constitutes the highest and best offer for the Pharmacy and constitutes a valid and sound exercise of the Debtors' business judgment.

K. Approval of the Motion, the APA, and the consummation of the Sale is in the best interests of the Debtors' estates, their creditors, and other parties in interest.

V. No Merger.

L. Neither the Buyer nor any of its affiliates are a mere continuation of Senior Care Pharmacy Services LLC or any other Debtor or their estates and there is no continuity of enterprise or common identity between the Buyer or any of its affiliates, on the one hand, and Senior Care Pharmacy Services LLC or any other the Debtors, on the other hand. Neither the Buyer nor any of its affiliates are holding themselves out to the public as a continuation of Senior Care Pharmacy Services LLC or any other Debtors. Neither the Buyer nor any of its affiliates are successors to Senior Care Pharmacy Services LLC or any other the Debtors or their estates by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger, or *de facto* merger of the Buyer or any of its affiliates with or into Senior Care Pharmacy Services LLC or any other Debtor.

VI. No *Sub Rosa* Plan.

M. The Sale and the transactions arising thereunder do not constitute a *sub rosa* chapter 11 plan. The Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a chapter 11 plan for any of the Debtors.

VII. Validity of Transfer.

N. The APA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws the United States, any state, territory, possession, the District of Columbia, or any foreign country. None of the Debtors or the Buyer is entering into the transactions contemplated by the APA fraudulently for the purpose of statutory or common law fraudulent conveyance or fraudulent transfer claims.

O. The Debtors are the sole and lawful owners of the Pharmacy. The Pharmacy constitutes property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of § 541(a) of the Bankruptcy Code. Pursuant to § 363(f) of the Bankruptcy Code, the transfer of the Pharmacy to the Buyer will be, as of the Closing Date, a legal, valid, and effective transfer of the Pharmacy, which transfer vests or will vest the Buyer with all right, title, and interest of the Debtors to the Pharmacy free and clear of (a) all liens (including any liens as that term is defined in § 101(37) of the Bankruptcy Code) and encumbrances relating to, accruing, or arising at any time prior to the Closing Date (collectively, the "Liens"), and (b) all debts arising under, relating to, or in connection with any act of the Debtors or claims (as that term is defined in § 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options in favor of third parties, rights, contractual commitments, restrictions, interests, mortgages, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, deeds of trust, trusts or deemed trusts, caveats, security interests, reservations of ownership, conditional sale or other title retention agreements, pledges, judgments, claims for

reimbursement, contribution, indemnity, exoneration, infringement, products liability, alter-ego, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, rights with respect to Claims (as defined herein) and Liens (i) that purport to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors' or the Buyer's interests in the Pharmacy, or any similar rights, or (ii) in respect of taxes, restrictions, rights of first refusal, charges of interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income or other exercise of any attributes of ownership) (collectively, as defined in this clause (b), the "Claims"), and (c) all other Encumbrances (collectively, as set forth in clauses (a) through (c), the "Claims, Encumbrances, and Interests") relating to, accruing or arising any time prior to entry of this Sale Order, in each case, with the exception of any Assumed Liabilities.

P. Subject to the entry of this Sale Order, the Seller: (a) has full requisite corporate or other organizational power and authority to execute, deliver, and perform its obligations under the APA and all other documents contemplated thereby, and (b) has taken all requisite corporate or other organizational action and formalities necessary to authorize and approve the execution, delivery, and performance of its obligations under the APA and to consummate the Sale, including as required by its organizational documents, and, upon execution thereof, the APA and the related documents were or will be duly and validly executed and delivered by the Seller and enforceable against the Seller in accordance with their terms and, assuming due authorization, execution, and delivery thereof by the other parties thereto, constituted or will constitute a valid and binding obligation of the Seller. No government, regulatory, or other consents or approvals, other than

those expressly provided for in the APA and the DIP Credit Agreement, were required for the execution, delivery, and performance by the Seller of the APA or the consummation of the Sale contemplated thereby. No consents or approvals of the Sellers, other than those expressly provided for in the APA, this Sale Order, or the DIP Credit Agreement are required for the Seller to consummate the Sale.

VIII. Section 363(f) is Satisfied.

Q. The conditions of § 363(f) of the Bankruptcy Code have been satisfied in full. Therefore, the Seller may sell the Pharmacy free and clear of any Claims, Encumbrances, and Interests, other than Assumed Liabilities.

R. The Buyer would not have entered into the APA and would not consummate the transactions contemplated thereby, if (i) the sale and/or transfer of the Pharmacy to the Buyer was not free and clear of all Claims, Encumbrances, and Interests (other than Assumed Liabilities), or (ii) the Buyer would, or in the future could, be liable for any such Claims, Encumbrances, and Interests (other than Assumed Liabilities).

S. The Seller may transfer or sell the Pharmacy free and clear of all Claims, Encumbrances, and Interests, other than Assumed Liabilities, because, in each case, one or more of the standards set forth in § 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. All holders of Claims, Encumbrances, and Interests (except to the extent that such Claims, Encumbrances, and Interests are Assumed Liabilities) are adequately protected by either (x) having their Claims, Encumbrances, and Interests, if any, in each instance against the Debtors, their estates, or the Pharmacy, attach to the net cash proceeds of the Purchase Price ultimately attributable to the Pharmacy in which such creditor alleges Claims, Encumbrances, and Interests, in the same order of priority, with the same validity, force, and effect that such Claims, Encumbrances, and Interests had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess

with respect thereto, or (y) fall within one or more of the other subsections of § 363(f) of the Bankruptcy Code.

T. Those holders of Claims, Encumbrances, and Interests who did not object or who withdrew their objections to the Motion, are deemed to have consented pursuant to Bankruptcy Code § 363(f)(2).

IX. Cure Costs and Adequate Assurance of Future Performance.

U. The assumption and assignment of the Assumed Contracts listed in the APA pursuant to the terms of this Sale Order is integral to the APA, does not constitute unfair discrimination, and is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. Subject to the terms and conditions of the APA, the Debtors shall: (a) to the extent necessary, cure or provide adequate assurance of cure, of any default existing prior to the date hereof with respect to the Assumed Contracts, within the meaning of § 365(b)(1)(A) and (f)(2)(A) of the Bankruptcy Code, and (b) to the extent necessary, provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Assumed Contracts, within the meaning of § 365(b)(1)(B) and (f)(2)(A) of the Bankruptcy Code. The Buyer's promise to perform the obligations under the Assumed Contracts shall constitute adequate assurance of future performance within the meaning of § 365(b)(1)(C) and (f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to such Assumed Contracts.

V. Under the circumstances, the Debtors have demonstrated that assuming and assigning the Assumed Contracts in connection with the Sale is an exercise of their sound business judgment, and that such assumption and assignment is in the best interests of the Debtors' estates,

for the reasons set forth in the Motion, and on the record at the Sale Hearing, including, without limitation, because the assumption and assignment of the Assumed Contracts in connection with the Sale is a material component to the overall consideration provided by the Buyer and will maintain the ongoing business of the Debtors, limit the losses of counterparties to Assumed Contracts, and maximize the distribution to creditors of the Debtors.

W. The assignment of the Assumed Contracts is necessary and appropriate under the circumstances in connection with the Sale, is integral to the Debtors' overall restructuring efforts, and the Buyer has demonstrated that it can reasonably carry on the obligations under the Assumed Contracts.

X. Compelling Circumstances for an Immediate Sale.

X. Good and sufficient reasons for approval of the APA and the Sale have been articulated. The relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Debtors have demonstrated both (a) good, sufficient, and sound business purposes and justifications for approving the APA, and (b) compelling circumstances for the Sale outside of the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code before and outside of a plan of reorganization, in that, among other things, the immediate consummation of the Sale with the Buyer is necessary and appropriate to maximize the value of the Debtors' estates and the Sale will provide the means for the Debtors to maximize distributions to creditors.

Y. The Sale must be approved and consummated promptly in order to maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the Purchase Price, the proposed Sale constitutes a reasonable and sound exercise of the Debtors' business judgment.

IT IS HEREBY ORDERED THAT:

I. General Provisions.

1. The Motion is **GRANTED** as provided herein, and entry into and performance under, and in respect of, the APA and the consummation of the transactions contemplated thereby.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing (the full record of which is incorporated herein by reference) or by stipulation filed with the Court, and all reservations of rights included in such objections, are hereby denied and overruled on the merits with prejudice. Those parties who did not object or withdrew their objections to the Motion are deemed to have consented pursuant to § 363(f)(2) of the Bankruptcy Code to the relief granted herein.

3. Notice of the Motion and Sale Hearing was adequate, appropriate, fair, and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014.

II. Approval of the APA.

4. The APA, all other ancillary documents related thereto or contemplated thereby, and all of the terms and conditions thereof, are hereby **APPROVED** pursuant to §§105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

5. Pursuant to §§ 363(b) and (f) of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (a) perform, consummate, implement and close the Sale pursuant to and in accordance with the terms and conditions of, and as contemplated in, the APA and this Sale Order, and (b) execute and deliver, perform under, consummate, implement, and fully close the APA, including the assumption and assignment to the Buyer of the Assumed Contracts, together with all additional instruments and documents that may

be necessary or desirable to implement the APA and the Sale, without any further corporate action or order of the Court.

6. Subject only to the restrictions set forth in this Sale Order and the APA, the Debtors and the Buyer are hereby authorized to take any and all actions as may be necessary or desirable to implement the Sale, and any actions taken by the Debtors and/or the Buyer necessary or desirable to implement the Sale prior to the date of this Sale Order, are hereby approved and ratified.

7. This Sale Order and the terms and provisions of the APA shall be binding in all respects upon the Debtors, their affiliates, their estates, all creditors of and holders of equity interests in any Debtor, any holders of Claims, Encumbrances, and Interests (whether known or unknown) in, against, or on all or any portion of the Pharmacy, all counterparties to the Assumed Contracts, the Buyer, designees, successors, and assigns of the Buyer, the Pharmacy, and any trustees, examiners, or receivers, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon of any of the Debtors' cases to cases chapter 7 under the Bankruptcy Code of any of the Debtors' cases. The APA shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors, their equity holders, or any trustees, examiners, or receivers. Any trustee appointed in these cases (including a Chapter 7 trustee, if applicable) shall be and hereby is authorized to operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of this Sale Order. This Sale Order and the APA shall inure to the benefit of the Debtors, their estates and creditors, the Buyer, and the respective successors and assigns of each of the foregoing (including the Buyer's designees).

III. Transfer of the Pharmacy.

8. Subject only to the terms of this Sale Order, pursuant to §§ 105(a), 363, and 365 of the Bankruptcy Code, the Debtors are authorized to transfer the Pharmacy to the Buyer in

accordance with the terms of the APA and such transfer shall constitute a legal, valid, binding, and effective sale and shall vest the Buyer with title to the Pharmacy. Pursuant to §§ 105(a) and 363(f) of the Bankruptcy Code, other than Assumed Liabilities, the Pharmacy shall be sold free and clear of all Claims, Encumbrances, and Interests of any kind or nature whatsoever with all such Claims, Encumbrances, and Interests (as applicable) to attach to the cash proceeds of the Purchase Price ultimately attributable to the property against or in which such Claims, Encumbrances and Interests are asserted, subject to the terms thereof, with the same validity, force, and effect, and in the same order of priority, which such Claims, Encumbrances, and Interests had prior to the Sale, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

9. The Debtors are hereby authorized to take any and all actions necessary to consummate the APA, including any actions that otherwise would require further approval by shareholders, members, or their board of directors, as the case may be, without the need of obtaining such approvals.

10. The sale of the Pharmacy to the Buyer pursuant to the APA and the consummation of the transactions contemplated thereby do not require any consents other than as specifically provided for in the APA and the DIP Credit Agreement. Each and every foreign and domestic federal, provincial, territorial, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA. A certified copy of this Sale Order may be filed with the appropriate clerk or recorded with the recorder of any state, county, or local authority to act to cancel any of the Claims, Encumbrances, and Interests, and any other encumbrances of record, except the Assumed Liabilities.

11. If any person or entity that has filed statements or other documents or agreements evidencing Claims, Encumbrances, and Interests on or in all or any portion of the Pharmacy (other than statements or documents with respect to Assumed Liabilities) shall not have delivered to the Debtors, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Claims, Encumbrances, and Interests which the person or entity has or may assert with respect to all or any portion of the Pharmacy, the Debtors and the Buyer are hereby authorized, on behalf of the Debtors and the Debtors' creditors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Pharmacy. The Debtors and the Buyer are each authorized to file a copy of this Sale Order, which, upon filing, shall be conclusive evidence of the release and termination of all such Claims, Encumbrances, and Interests.

12. This Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, foreign or domestic federal, state, provincial, territorial, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease, and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA, including the Sale. The Pharmacy is sold free and clear of any reclamation rights.

IV. Assumption and Assignment of Assumed Contracts.

13. The Seller is hereby authorized and directed in accordance with §§ 105(a), 363, and 365 of the Bankruptcy Code to (a) assume and assign to the Buyer, in accordance with the terms of the APA and this Sale Order, the Assumed Contracts free and clear of all Encumbrances (other than the Assumed Liabilities), and (b) execute and deliver to the Buyer such documents or other instruments as the Buyer deems may be necessary to assign and transfer the Assumed Contracts to the Buyer.

14. With respect to the Assumed Contracts: (a) the Seller may assume each of the Assumed Contracts in accordance with §365 of the Bankruptcy Code; (b) the Seller may assign each of the Assumed Contracts to the Buyer in accordance with §§ 363 and 365 of the Bankruptcy Code, and any provisions in any of the Assumed Contracts that prohibit or condition the assignment of such Assumed Contract or allow the party to such Assumed Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) subject to the Debtors payment of Cure Costs, all other requirements and conditions under §§ 363 and 365 of the Bankruptcy Code for the assumption by the Seller and assignment to Buyer of each Assumed Contract have been satisfied; and (d) the Assumed Contracts shall be transferred and assigned to, and following the Closing remain in full force and effect for the benefit of, the Buyer, notwithstanding any provision in any such Assumed Contract (including those of the type described in §§ 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to §365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assumed Contracts after such assumption and assignment to the Buyer.

15. Upon the effective date of the assignment of any Assumed Contract, in accordance

with §§ 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title, and interest of each Assumed Contract. To the extent provided in the APA, the Debtors shall cooperate with, and take all actions reasonably requested by, the Buyer to effectuate the foregoing.

16. Each Assumed Contract counterparty is deemed to have consented to assumption and assignment of such Assumed Contract, and the Buyer shall be deemed to have demonstrated adequate assurance of future performance with respect to such Assumed Contract pursuant to §§ 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

17. Upon the Seller's assignment of the Assumed Contracts to the Buyer under the provisions of this Sale Order and no counterparty to any Assumed Contract shall be permitted to otherwise take action against the Debtors or the Buyer as a result of any Debtors' financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assumed Contract. Each non-Debtor party to an Assumed Contract hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or the Buyer, or the property of any of them, any default or Claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing Date, or, against the Buyer, any counterclaim, defense, setoff, or any other Claim asserted or assertable against the Debtors and (ii) imposing or charging against the Buyer or its affiliates any rent accelerations, assignment fees, increases, or any other fees as a result of the Seller's assumption and assignment of the Assumed Contracts to the Buyer. Any provision in any Assumed Contract that purports to declare a breach, default, or termination as a result of a change of control of the Pharmacy is hereby deemed unenforceable under § 365(f) of the Bankruptcy Code.

18. On the effective date of the assignment of any Assumed Contract, the Buyer shall

be deemed to be substituted for the applicable Debtors as a party to the applicable Assumed Contracts and the applicable Debtors shall be relieved, pursuant to §365(k) of the Bankruptcy Code, from any further liability under the Assumed Contracts.

19. All counterparties to the Assumed Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyer, and shall not charge the Debtors or the Buyer for any instruments, applications, consents, or other documents that may be required or requested by any public authority or other party or entity to effectuate the applicable transfers in connection with the Sale.

20. Notwithstanding anything to the contrary in this Sale Order or the APA, a contract shall not be an Assumed Contract hereunder and shall not be assigned to, or assumed by, Buyer to the extent that such contract is rejected or terminated by the Debtors, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Buyer as an Assumed Contract hereunder and is not continued or otherwise extended upon assumption.

V. Prohibition of Actions Against the Buyer.

21. Subject to the terms, conditions, and provisions of this Sale Order, all persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Seller to sell and/or transfer the Pharmacy to the Buyer in accordance with the terms of the APA and this Sale Order.

22. The consideration provided by the Buyer to the Seller pursuant to the APA for the Pharmacy constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and under the laws of the United States, any state, territory, possession, the District of Columbia, and any foreign country.

23. The transactions contemplated by the APA are undertaken by the Buyer without collusion and in good faith, as that term is defined in § 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale, unless such authorization and such Sale is duly stayed pending such appeal. The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

24. The DIP Liens shall attach to the proceeds of the Sale with the same priority as existed prior to the Sale and retaining the same validity, force and effect that existed prior to the Sale. Debtors may utilize those cash proceeds as authorized under the Orders approving the use of Cash Collateral and DIP Financing and any budgets as appended thereto, and/or as amended and agreed to by the Debtors and the DIP Lender after approval of this Sale Motion is sought and/or granted.

25. As to the United States, notwithstanding any provision to the contrary in this Sale Order, the APA, or any other document related to the transactions contemplated by the APA, nothing shall: (1) release, nullify, preclude or enjoin the enforcement of any police or regulatory power or any liability that the Successful Bidder or any other entity would be subject to as the owner, lessor, lessee or operator of property that such entity owns, operates or leases after the date of entry of this Sale Order; (2) affect the setoff or recoupment rights of the United States; (3) confer exclusive jurisdiction to this Court except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code); (4) authorize the assumption, assignment, sale or other transfer of any federal (a) grants, (b) grant funds, (c) contracts, (d) agreements, (e) awards, (f) task orders, (g) property, (h) intellectual property, (i) patents, (j) leases, (k) certifications, (l)

applications, (m) registrations, (n) billing numbers, (o) national provider identifiers, (p) provider transaction access numbers, (q) licenses, (r) permits, (s) covenants, (t) inventory, (u) guarantees, (v) indemnifications, (w) data, (x) records, or (y) any other interests belonging to the United States (collectively, “Federal Interests”) without compliance with all terms of the Federal Interests and with all applicable non-bankruptcy law; (5) be interpreted to set cure amounts or to require the United States to novate, approve or otherwise consent to the sale, assumption, assignment or other transfer of any Federal Interests; (6) waive, alter or otherwise limit the United States’ property rights; or (7) expand the scope of 11 U.S.C. § 525.

26. Notwithstanding anything to the contrary in the Sale Motion, the APA, or this Sale Order, with respect to any Medicare Part A provider agreements to be included in the Sale (the “Assumed Provider Agreements”), the Debtors shall assume and assign to the Successful Bidder (in such capacity, the “Assignee”) and the Assignees shall accept assignment of the Assumed Provider Agreements as if such Assumed Provider Agreements are executory contracts being assumed and assigned pursuant to § 365 of the Bankruptcy Code, subject to regulatory approval pursuant to applicable non-bankruptcy law, including Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395–1395 et. seq., all applicable Medicare regulations, and Medicare policies and procedures (together, “Medicare Program Law”).

27. In accordance with the Medicare Program Law, including 42 C.F.R. § 489.18, successor liability attaches to any claim arising under the Assumed Provider Agreements, and payments to the Assignees (or any future assignee under the provisions of Medicare Law) will be adjusted in accordance with 42 U.S.C. § 1395g(a) to account for prior overpayments and underpayments which may be determined in the future. Further, all setoff and recoupment rights under Medicare Program Law relating to the Assumed Provider Agreements are reserved. Nothing

in this Sale Order, the APA, or any other documents relating to the Sale shall affect any liabilities under any Assumed Provider Agreements.

28. Nothing in this Sale Order, the APA, or any other document related to the Sale shall limit, modify, or in any way affect the authority of the United States Secretary (the “Secretary”) of the United States Department of Health and Human Services to regulate the enrollment or participation of Assignee or any other entity as a Medicare provider or the right and authority of the Secretary, the Centers for Medicare & Medicaid Services (“CMS”) or its contractors to review, approve, deny, or pay Medicare claims in the ordinary course of business in accordance with Medicare Program Law.

29. In the event of an inconsistency or conflict between any provision of the APA or any other document related to a transaction contemplated by the APA and this Sale Order, as to the United States, Paragraphs 26 to 28 of this Sale Order and federal law shall govern.

30. Nothing in this Sale Order, the APA, or any other document related to the Sale shall limit, modify, or in any way affect the regulatory authority of the United States Secretary of the United States Department of Housing and Urban Development with respect to a project insured under Section 232 of the National Housing Act, including as to any transfer of physical assets, change of ownership (COO), change of operator (CHOP), or any use of a management agent, whether on an interim or final basis.

31. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding the applicability of any of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or any other provisions of the Bankruptcy Rules or the Local Rules stating the contrary, the terms and provisions of this Sale Order shall be immediately effective and enforceable upon its entry, any

applicable stay of the effectiveness and enforceability of this Sale Order is hereby waived, and the Debtors and the Buyer are authorized to close the Sale immediately upon entry of this Sale Order.

32. The failure to specifically include any particular provision of the APA in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in their entirety; *provided* that this Sale Order shall govern if there is any inconsistency between such agreements (including all ancillary documents executed in connection therewith), as applicable, and this Sale Order.

33. The APA and any related documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court.

34. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which any Debtor is a party or which has been assigned by the Seller to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to: (a) compel delivery of the Pharmacy to the Buyer; (b) interpret, implement, and enforce the provisions of this Sale Order; and (c) protect the Buyer against any Claims, Encumbrances, and Interests with respect to the Seller or the Pharmacy of any kind or nature whatsoever, attaching to the proceeds of the Sale (other than Assumed Liabilities as set forth in this Sale Order).

35. Notwithstanding the relief granted in this Sale Order and any actions taken pursuant to such relief, nothing in this Sale Order shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the

Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Sale Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to reject any agreement, contract, or lease pursuant to § 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) a rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to reject any executory contract or unexpired lease.

36. The Debtors and the Buyer are authorized to take all actions necessary to effectuate the relief granted pursuant to this Sale Order in accordance with the Motion.

37. To the extent this Sale Order is inconsistent with any prior order or pleading filed in these chapter 11 cases related to the Motion, the terms of this Sale Order shall govern.

38. Not later than two (2) business days after the date of this Sale Order, the Debtors shall serve a copy of the Sale Order and shall file a certificate of service no later than twenty-four (24) hours after service.

Proposed Order submitted by:

Stephen O'Brien
(MoBar # 43977)
DENTONS US LLP
211 N Broadway Ste 3000
St. Louis, MO 63102
Telephone: (314) 241-1800
stephen.obrien@dentons.com

Robert E. Richards (*pro hac vice*)
Samantha Ruben (*pro hac vice*)
DENTONS US LLP
233 S. Wacker Drive, Suite 5900
Chicago, Illinois 60606-6404
Telephone: (312) 876-8000
robert.richards@dentons.com
samantha.ruben@dentons.com

– 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

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

Exhibit 1

APA

ASSET PURCHASE AGREEMENT

by and among

Senior Care Pharmacy Services LLC, an Illinois limited liability company, as Seller

and

RNG BEH CN CL MG LLC, a New Jersey limited liability company, as Buyer

dated as of March 17, 2025

EXHIBITS LIST

Exhibit 3.02(a) - Bill Of Sale Of Personal Property

Exhibit 3.02(b) - Assignment and Assumption Agreement

Exhibit 7.01(b) – Form of Sale Order

DISCLOSURE SCHEDULES

Schedule 1 to Asset Purchase Agreement – Assets to be Purchased

Schedule 2.01(b) to Asset Purchase Agreement – Tangible Property

Schedule 2.01(g) to Asset Purchase Agreement – Intellectual Property

Schedule 2.01(m) to Asset Purchase Agreement – Vehicles

Schedule 2.02(b) to Asset Purchase Agreement – Prepaid Expenses and Credits

Schedule 2.02(d) to Asset Purchase Agreement – Deposit Accounts

Schedule 2.07 to Asset Purchase Agreement – Allocation

Schedule 4.05 to Asset Purchase Agreement – Material Contracts

Schedule 4.07 to Asset Purchase Agreement – Permits and Regulatory Approvals

Schedule 4.08 to Asset Purchase Agreement – Litigation Proceedings

Schedule 4.11 to Asset Purchase Agreement – Employee Relations

Schedule 4.12 to Asset Purchase Agreement – Insurance Policies

Schedule 6.05 to Asset Purchase Agreement – Assumed Contracts and Rejected Contracts

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “**Agreement**”) is made and entered into effective as of March 17, 2025 (the “**Execution Date**”) by and among Senior Care Pharmacy Services LLC, an Illinois limited liability company (“**Seller**”) and [RNG BEH CN CL MG LLC], a New Jersey limited liability company (“**Buyer**”). Buyer and Seller are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

- A. Seller owns and operates the pharmacy as set forth on **Schedule 1** hereto (the “**Pharmacy**”).
- B. On July 16, 2024 (the “**Petition Date**”), the Seller and certain of its Affiliates each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “**Bankruptcy Court**”), commencing jointly administered bankruptcy cases captioned *In re Midwest Christian Villages, Inc., et al.*, under lead case number 24-42473-659 (the “**Bankruptcy Case**”).
- C. The Seller and its co-debtor Affiliates in the Bankruptcy Case continue to own and operate the their facilities during the pendency of the Bankruptcy Case as debtors in possession under and pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.
- D. Upon the terms and subject to the conditions set forth in this Agreement, and as may be authorized under Sections 105, 363 and 365 of the Bankruptcy Code, Seller wishes to sell to Buyer, and Buyer wishes to purchase from the Seller all of the Purchased Assets (as hereinafter defined), and Buyer is willing to assume all of the Assumed Liabilities (as hereinafter defined), relating to or used in connection with the Pharmacy.
- E. The transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated pursuant to and in accordance with the Bid and Sale Procedures Order and a Sale Order (each as defined below) entered by the Bankruptcy Court pursuant to Sections 105(a), 363, 365 and other applicable provisions of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants, representations, warranties and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

Unless the context otherwise clearly and unambiguously requires, capitalized terms shall have the meanings prescribed to them herein.

“**Accrued PTO**” shall have the meaning set forth in Section 8.01(c).

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, notice of violation, proceeding, litigation, citations, summons or subpoena, whether civil, criminal, administrative, regulatory, or otherwise, and whether at law or in equity.

“Affiliate” means, as to the entity in question, any entity that directly or indirectly controls, is controlled by or is under common control with, the entity in question and the term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

“Assignment and Assumption Agreements” shall have the meaning set forth in Section 3.02(b).

“Assumed Contracts” shall have the meaning set forth in Section 2.01(d).

“Assumed Liabilities” shall have the meaning set forth in Section 2.03.

“Bankruptcy Case” shall have the meaning set forth in the Recitals.

“Bankruptcy Code” shall have the meaning set forth in the Recitals.

“Bankruptcy Court” shall have the meaning set forth in the Recitals.

“Bankruptcy Rules” means the Bankruptcy Rules of Civil Procedure and any local or other rules that applicable to the Bankruptcy Court.

“Bid and Sale Procedures” has the meaning specified in the Bid and Sale Procedures Order.

“Bid and Sale Procedures Order” means the Order of the Bankruptcy Court (including all schedules thereto) approving the Bid and Sale Procedures entered on July 29, 2024, Dkt. No. 102, including those procedures granting Buyer the protections and benefits set forth in such Order.

“Bills of Sale” shall have the meaning set forth in Section 3.02(a) hereof and substantially in the form set forth in Exhibit 3.02(a) hereto.

“Bond Trustee” means UMB Bank, N.A., not individually, but solely in its capacities as successor master trustee and successor bond trustee with respect to certain obligations and bonds issued by or for the benefit of certain of the Seller and/or its Affiliates that are members of the Obligated Group formed under and pursuant to that certain Master Indenture, dated as of June 1, 2007 (as amended or supplemented from time to time), among such Obligated Group and UMB Bank, N.A., as successor master trustee.

“Business” means Seller’s use and operation of the Purchased Assets at the Pharmacy.

“Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York or St. Louis, Missouri are authorized or required by Law to be closed for business.

“Buyer” shall have the meaning set forth in the Preamble.

“Buyer Closing Certificate” shall have the meaning set forth in Section 3.02(d).

“Casualty Loss” shall have the meaning set forth in Section 6.08.

“Casualty Notice” shall have the meaning set forth in Section 6.08.

“Claims” means, with respect to the period prior to the Closing Date, any right to payment from Seller, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from Seller, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“Closing” shall have the meaning set forth in Section 3.01.

“Closing Date” shall have the meaning set forth in Section 3.01.

“Closing Statement” shall have the meaning set forth in Section 3.02(g).

“Conditions Satisfaction Deadline” shall have the meaning set forth in Section 9.01(a).

“Consents” shall have the meaning set forth in Section 6.02.

“Contracts” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments, and legally binding arrangements, whether written or oral.

“Cure Amount” means the amount determined in an order of the Bankruptcy Court required to be paid to have an Assumed Contract that the Buyer determines in its sole discretion that it wants assumed and assigned to it which Cure Amount shall be paid by Buyer.

“Deposit Accounts” shall have the meaning set forth in Section 2.02(d).

“Dollars” or **“\$”** means the lawful currency of the United States of America.

“Due Diligence Materials” shall have the meaning set forth in Section 5.07.

“Effective Time” shall have the meaning set forth in Section 3.01.

“Encumbrances” shall mean all security interests, liens, pledges, claims, charges, encumbrances, rights of first refusal, conditional sales agreements, options, mortgages, indentures or other covenants, agreements or obligations affecting title to any of the Purchased Assets.

“Excluded Assets” shall have the meaning set forth in Section 2.02.

“Excluded Liabilities” shall have the meaning set forth in Section 2.04.

“Execution Date” shall have the meaning set forth in the preamble.

“Final Order” means an Order or judgment: (i) as to which the time to appeal, petition for certiorari or move for review or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for review or rehearing is pending, or such an appeal has been rendered statutorily moot pursuant to Section 363(m) of the Bankruptcy Code or (ii) if an appeal, writ of certiorari, reargument or rehearing has been filed or sought, and a stay pending appeal has been entered, the Order or judgment has been affirmed by the highest court to which such Order or judgment was appealed or certiorari has been denied, or reargument or rehearing shall have been denied or resulted in no modification of such Order or judgment, and the time to take any further appeal or to seek certiorari or further reargument or rehearing has expired; provided that the theoretical possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such Order or judgment shall not prevent such Order or judgment from being considered a Final Order.

“Financial Statements” shall have the meaning set forth in Section 4.13.

“Government Entity” means any government or branch or division thereof, including any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local.

“Hired Employees” shall have the meaning set forth in Section 8.01(b).

“Insurance Policies” shall have the meaning set forth in Section 4.12.

“Intangible Personal Property” shall have the meaning set forth in Section 2.01(b).

“Intellectual Property Assets” means all intellectual property and intellectual property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation the items listed in Schedule 2.01(g).

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

“Inventory” shall have the meaning set forth in Section 2.01(c).

“IRS” means the Internal Revenue Service.

“IT Assets” means, to the extent reasonably transferable, (i) computer software code (in all media) and materials, including all software programs; (ii) computer software documentation, including user materials; and (iii) all other unused or reusable materials, stores, and supplies related to computer software.

“Knowledge of Buyer” or ***“Buyer’s Knowledge”*** or any other similar knowledge qualification, means the actual knowledge of Chaim Oberlander.

“Knowledge of Seller” or ***“Seller’s Knowledge”*** or any other similar knowledge qualification, means the actual knowledge of Kenna Hudson and Shawn O’Conner.

“**Law**” means any statute, law, ordinance, regulation, rule, code, Order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any governmental authority.

“**Lease Buyout Amount**” means the full amount paid by Seller to buyout the leases of the vehicles listed on Schedule 2.01(m).

“**Liabilities**” means liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute, or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“**Licenses**” shall have the meaning set forth in Section 2.01(e).

“**Lien**” means any lien, charge, claim, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option, or other encumbrance.

“**Loss**” or “**Losses**” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees hereunder and the cost of pursuing any insurance providers; provided, however, that “**Losses**” shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a governmental authority or other third party.

“**Material Adverse Change**” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business taken as a whole, (b) the value of the Purchased Assets, or (c) the ability of Seller to consummate the transactions contemplated hereby on a timely basis; provided, however, “**Material Adverse Change**” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries as a whole in which the Business operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, natural disasters, pandemics or the escalation or worsening thereof; (v) any actions required pursuant to this Agreement; (vi) any changes in applicable Laws or accounting rules; (vi) the public announcement, pendency or completion of the transactions contemplated by this Agreement; or (vii) the filing of the Bankruptcy Case.

“**Material Consents**” shall have the meaning set forth in Section 7.01(c).

“**Material Contracts**” shall have the meaning set forth in Section 4.05.

“**Order**” means, with respect to any Person, any award, decision, injunction, judgment, stipulation, order, ruling, subpoena, writ, decree, consent decree or verdict entered, issued, made, or rendered by any government entity or the Bankruptcy Court affecting such Person or any of its properties.

“**Outside Closing Date**” means May 15, 2025, unless extended by mutual agreement of the Buyer and the Seller.

“Permits and Regulatory Approvals” means all permits, licenses, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities, all as identified in Schedule 4.07.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“Petition Date” shall have the meaning set forth in the Recitals.

“Pharmacy” shall have the meaning set forth in the Recitals.

“Pharmacy Employees” shall have the meaning set forth in Section 4.11.

“Proration Time” means 12:01 a.m. (Central Time) on the Closing Date.

“Purchase Price” shall have the meaning set forth in Section 2.05.

“Purchase Price Allocation” shall have the meaning set forth in Section 2.07.

“Purchase Price Balance” shall have the meaning set forth in Section 2.06(b).

“Purchased Assets” shall have the meaning set forth in Section 2.01. Purchased Assets shall not include Excluded Assets.

“Recapture Claim” shall mean an alleged Medicare, Medicaid, and/or Managed Care overpayment, or any other recoupment or adjustment to reimbursement, (ii) an alleged underpayment of any Tax or assessment or (iii) any other governmental or third-party payor claims

“Rejected Contracts” shall have the meaning set forth in Section 6.09(d)

“Sale” means the sale of the Purchased Assets in accordance with the Bid and Sale Procedures Order and subject to entry of the Sale Order as a Final Order.

“Sale Hearing” shall have the meaning given to such term in the Bid and Sale Procedures Order.

“Sale Motion” means the Debtors’ Motion for the Entry of (A) an Order (1) Approving Auction Sale Format and Bidding Procedures, (2) Approving Process for Discretionary Selection of Stalking Horse Bidder and Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Schedule a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases, and (B) an Order Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances Dkt. No. 013.

“Sale Order” means the Order of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Court, authorizing and approving, among other things: (i) the sale, transfer and assignment of the Purchased Assets and the Assumed Liabilities to Buyer in accordance with the terms and

conditions of this Agreement, free and clear of all Liens, Claims and Encumbrances and (ii) the assumption and assignment of the Assumed Contracts in connection therewith and as a part thereof, in substantially the form attached hereto as Exhibit 7.01(b).

“**Seller**” shall have the meaning set forth in the preamble.

“**Seller Closing Certificate**” shall have the meaning set forth in Section 3.02(d).

“**Tax**” or “**Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Tangible Personal Property**” shall have the meaning set forth in Section 2.01(b).

“**Transaction Documents**” means this Agreement, the Bills of Sale, the Assignment and Assumption Agreements, the operations transition agreements, and the other agreements, instruments and documents required to be delivered at the Closing.

“**WARN Act**” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II SALE OF ASSETS

Section 2.01 Sale of Assets. Subject to the terms and conditions set forth in this Agreement and in the Sale Order, and subject to Bankruptcy Court approval and higher and better bids in accordance with the Bid and Sale Procedure Order and excepting the Excluded Assets, the applicable undersigned Seller hereby agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer, as a good faith purchaser for value within the meaning of Section 363(m) of the Bankruptcy Code, shall purchase from the Seller, all right, title and interest of the Seller in, and to all of the following assets, free and clear of all Liens, Claims and Encumbrances (collectively, the “**Purchased Assets**”):

- (a) Intentionally Omitted;
- (b) Tangible personal property owned by the Seller and used in the operation of the Business and all equipment, furniture, fixtures, and leasehold improvements of the Seller (the “**Tangible Personal Property**”) and, to the extent assignable, intangible personal property related to the Business, including any warranties, zoning approvals and building permits (the “**Intangible Personal Property**”);

- (c) Inventory and supplies usable or saleable in the operation of the Business (the “***Inventory***”) and pharmaceuticals ordered by Seller prior to the Closing Date but not yet received by the Closing Date (“***Ordered Inventory***”);
- (d) The Assumed Contracts listed on Schedule 6.05;
- (e) The Seller’s National Provider Identified (NPI) numbers and other applicable provider numbers with any state or other governing body;
- (f) Licenses, permits, certifications, certificates of need, and accreditations held by Seller relating to the ownership, development and operation of the Business (including any applications and pending approvals), to the extent assignable (the “***Licenses***”);
- (g) Intellectual Property used in the operation of the Business, facilities and properties, including, but not limited to, the items listed on Schedule 2.01(g), to the extent assignable;
- (h) The IT Assets;
- (i) Paper and/or electronic patient records;
- (j) Manufacturers’ and vendors’ warranties and guaranties relating to the Purchased Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Seller related to the Purchased Assets;
- (k) Equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Purchased Assets and the Business (but excepting any documents or records relating to Seller’s tax returns and Seller’s internal corporate affairs);
- (l) Goodwill associated with the Purchased Assets;
- (m) The vehicles listed on Schedule 2.01(m); and
- (n) The interest of Seller in all property of the foregoing types, arising or acquired by the Seller in the ordinary course of the Business between the Execution Date and the Closing.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary set forth in Section 2.01 above, Seller shall keep and retain title to and ownership of and shall not transfer, assign, convey or deliver to Buyer any asset not identified herein as a Purchased Asset, all of which shall remain the exclusive property of the Seller. Without limiting the generality of the foregoing, such non-Purchased Assets (collectively, the “***Excluded Assets***”) shall include, without limitation:

- (a) Cash and cash equivalents, including, without limitation, stocks, bonds, commercial paper, and other securities and investments;
- (b) All prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of setoff, rights of recoupment, deposits, charges, sums and fees (including

any such item relating to the payment of Taxes), except for any such amounts in connection with Assumed Liabilities identified on Schedule 2.02(b) or those pertaining to the period after the Effective Time.

- (c) Accounts receivable and notes receivable generated in connection with the operation of the Business prior to the Effective Time, including, without limitation, intercompany receivables;
- (d) Bank accounts of Seller set forth on Schedule 2.02(d) (collectively, the “***Deposit Accounts***”) and any records relating thereto;
- (e) (i) original Tax, accounting and financial records which pertain exclusively to the Excluded Assets or the Excluded Liabilities including, but not limited to, accounts receivable records, tax returns and related records, litigation files and records, and cost report records, (ii) all corporate or limited liability organizational records of Seller, including all charter documents, stock ledgers, minute books and other corporate records of Seller, and (iii) such other files, books and records which pertain exclusively to the Excluded Assets or the Excluded Liabilities or to the formation, existence or capitalized of Seller;
- (f) Software that is not freely transferable by the terms of any license agreement respecting the same;
- (g) Refunds of any taxes to the extent the same relate to periods prior to the Closing Date;
- (h) All prepaid utility deposits and other deposits and refunds which are owed to, escrowed by, or the property of Seller;
- (i) Without limiting the generality of the foregoing clause (g), any and all payments or rights to payment arising out of, or in connection with, Employee Retention Credits, the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Consolidated Appropriations Act of 2021 (CAA) or the American Rescue Plan Act (ARPA);
- (j) Any policies of insurance and/or interests in insurance pools and programs, and all claims made and rights to payment thereunder;
- (k) All Contracts other than Assumed Contracts and obligations thereunder;
- (l) Any benefit plans offered by Seller to Pharmacy Employees or any assets relating thereto;
- (m) All cause or causes of action or claim or claims arising in connection with or relating to events that occurred prior to the Closing Date, and rights to recovery pursuant to all causes of actions and claims of Seller existing as of the Closing Date, but excluding any claim, causes of action, defense, setoff, or recoupment related to Assumed Contracts;

- (n) All work product, attorney-client and accountant-client privileged materials held or controlled by Seller;
- (o) Actions unrelated to the day-to-day operations of the Pharmacy and all avoidance actions under Chapter 5 of the Bankruptcy Code;
- (p) All intercompany receivables; and
- (q) All rights accruing or to accrue to Seller under this Agreement.

Section 2.03 Assumed Liabilities. As partial consideration for the transfer, assignment and delivery of the Purchased Assets to Buyer, and upon the terms and subject to the conditions set forth in this Agreement, Buyer shall assume, pay and perform the following liabilities and obligations of Seller (collectively, the “*Assumed Liabilities*”):

- (a) (i) The Cure Amounts, if any, and (ii), all Liabilities and obligations arising under the Assumed Contracts from and after the Effective Time;
- (b) All Liabilities arising from Accrued PTO and (ii) all Liabilities arising from and after the Effective Time, in each case for any Hired Employees;
- (c) All Liabilities related to Ordered Inventory, including unpaid supplier invoices or purchase orders and payment to Seller as reimbursement for Seller’s payment of such Ordered Inventory;
- (d) Intentionally Omitted;
- (e) All liabilities and obligations created by this Agreement respecting Buyer; and
- (f) All other obligations and liabilities arising out of Buyer’s possession, use, ownership, transfer or other disposition of the Purchased Assets after the Effective Time.

Section 2.04 Excluded Liabilities; Non-Assumption of Liabilities. Except for the Assumed Liabilities, Buyer shall not assume, pay or perform any indebtedness, liabilities or other obligations of Seller (collectively, the “*Excluded Liabilities*”). Without limiting the generality of the foregoing, and except as otherwise provided herein, (i) Buyer shall not be required to assume and shall not have any liability or obligation with respect to any contract, liability or obligation, direct or indirect, absolute or contingent of Seller or to any other person, entity, or Seller Affiliate regarding any claims or litigation pending or later arising against Seller or any Seller Affiliate that are based on their actions or omissions, and (ii) under no circumstances shall Buyer be deemed to have agreed to or accepted Seller’s or any Seller Affiliate’s liability for any act, omission, or any other obligation of any nature whatsoever to any patient or patient representative (excepting any post-closing liabilities assumed by Buyer) or to the State, federal or local government for any liabilities related to cost report settlements, fines, penalties, overpayments or recoupments.

Section 2.05 Purchase Price. The aggregate purchase price to be paid by Buyer to the Seller for the Purchased Assets at the Closing shall be FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$45,000.00) (the “***Purchase Price***”), plus the assumption of the Assumed Liabilities.

Section 2.06 Payment of Purchase Price. Buyer shall make payment of the Purchase Price, (i) plus the Lease Buyout Amount, (ii) plus or minus prorations or adjustments as set forth herein (the “***Purchase Price Balance***”), at the Closing by wire transfer to Seller.

Section 2.07 Allocation of Purchase Price. The Parties have prepared the allocation schedule attached hereto as Schedule 2.07, and agree that the Parties shall allocate the Purchase Price (and all other capitalized costs) among the Purchased Assets for the Seller, for Tax and accounting purposes only, in accordance with such Schedule 2.07 (the “***Purchase Price Allocation***”). Seller and Buyer each hereby covenant and agree that neither of them will take a position on any income tax return, before any Government Entity, or in any judicial proceeding that is in any way inconsistent with the allocation set forth on Schedule 2.07. Each party shall duly and timely file Form 8594 with its appropriate tax returns. For the avoidance of doubt, the Purchase Price Allocation is not binding on any party for any other purpose.

Section 2.08 Taxes, Fees and Expenses. Buyer shall be responsible for and shall pay all applicable sales taxes, grantor’s taxes, recordation fees and all other similar taxes arising out of the consummation of the transactions contemplated hereby, and any other fees and expenses associated with the transfer of the Purchased Assets as contemplated herein. Seller shall be responsible for and shall pay any income tax of the Seller as a result of the transactions contemplated herein. Except as set forth in the immediately preceding sentence, each of Buyer and the Seller shall pay its own costs incurred in connection with the transactions contemplated herein, including reasonable attorneys’ fees and due diligence expenses.

Section 2.09 Apportionment of Expenses; Prorations.

- (a) All expenses arising from the ownership of the Purchased Assets shall be apportioned between Buyer and the Seller as of the Effective Time, in accordance with the principle that the Buyer shall only be responsible for all expenses and obligations arising from the ownership of the Purchased Assets at or after such time. All real estate and personal property taxes respecting the Purchased Assets shall be prorated as of the Closing.
- (b) The following items shall be prorated among Buyer and the Seller as of the Proration Time and paid or credited at the Closing, as shall be set forth on the Closing Statement:
 - (i) All state, county, city, school, ad valorem and other local real and personal property taxes and assessments and business personal property taxes relating to or assessed against the Business;
 - (ii) Any utilities or other periodic charges that cannot be changed to Buyer or Buyer’s designee’s account by the Closing Date;
 - (iii) Prepayments made by the Seller for services relating to the Business and provided after the Proration Time, which shall be credited to the Seller; and

(iv) Provider taxes, privilege taxes or so-called bed taxes or similar taxes and fees, howsoever designated.

Section 2.10 Intentionally Omitted.

Section 2.11 Third Party Consents. To the extent that Seller's rights under any contract or permit constituting a Purchased Asset, or relating to a Purchased Asset, may not, pursuant to Section 365 of the Bankruptcy Code, be assigned to Buyer without the consent of another Person, which consent has not been obtained, nothing set forth in this Agreement shall constitute an agreement by Seller to assign or cause the assignment of same if an attempted assignment would constitute a breach of such contract or permit, or be unlawful. Buyer, at its own expense, shall use its reasonable best efforts to obtain any such required consents.

**ARTICLE III
CLOSING**

Section 3.01 Closing. Subject to the terms and conditions of this Agreement and the Sale Order, including, without limitation, the satisfaction or waiver by the appropriate Party of all of the conditions precedent to Closing specified herein, the consummation of the transactions contemplated by and described in this Agreement (the "**Closing**") shall be conducted remotely to occur on a date (such date of consummation being referred to herein as the "**Closing Date**") that is no later than the Outside Closing Date, or at such other time, date or location as shall be agreed upon by the Parties. Regardless of the time it actually occurs, the Closing will be deemed effective for all purposes as of 12:01 a.m. (Central Time) on the Closing Date (the "**Effective Time**").

Section 3.02 Actions of Seller at Closing. At the Closing and unless otherwise waived in writing by Buyer, the Seller shall execute and/or deliver to Buyer the following:

- (a) Bills of sale, in the form attached hereto as Exhibit 3.02(a) (the "**Bills of Sale**"), executed by the Seller, transferring the Tangible Personal Property, the Intangible Personal Property, the Intellectual Property Assets and the IT Assets to Buyer or its designee;
- (b) Assignment and assumption agreements, in the form attached hereto as Exhibit 3.02(b) (the "**Assignment and Assumption Agreements**"), executed by the Seller, effecting the assignment to and assumption by Buyer or its designee of the Assumed Contracts;
- (c) Intentionally Omitted;
- (d) Closing certificate of the Seller, certifying that each covenant and agreement of Seller to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of the Seller is true and correct in all material respects on the Closing Date, as if made on and as of the Closing (the "**Seller Closing Certificate**");
- (e) Certificates of incumbency for the respective officers of the Seller executing this Agreement or making certifications for the Closing dated as of the Closing Date;

- (f) Certificates of existence and good standing of the Seller from the Secretary of State of its formation, dated the most recent practical date prior to the Closing;
- (g) A closing statement setting forth all proration and adjustments (the “**Closing Statement**”), duly executed by the Seller; and
- (h) Such other instruments and documents as Buyer reasonably deems necessary to effectuate the transactions contemplated hereby.

Section 3.03 Actions of Buyer at Closing. At the Closing and unless otherwise waived in writing by the Seller, Buyer shall deliver to the Seller(s) the following:

- (a) The Assignment and Assumption Agreements duly executed by Buyer and in the form attached hereto as Exhibit 3.02(b);
- (b) Closing certificate of Buyer, certifying that each covenant and agreement of Buyer to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of Buyer is true and correct on the Closing Date, as if made on and as of the Closing (the “**Buyer Closing Certificate**”);
- (c) Certificates of incumbency for the respective officers of Buyer executing this Agreement dated as of the Closing Date;
- (d) Certificate of existence and good standing of Buyer from the Secretary of State of the applicable jurisdiction in which the Buyer is formed, dated the most recent practical date prior to Closing; and
- (e) Such other instruments and documents as Seller reasonably deems necessary to effect the transactions contemplated hereby.

On the Closing Date, Buyer shall deliver the Purchase Price to the Seller.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set otherwise expressly set forth in this Agreement or any exhibit or schedule attached hereto, Seller represents and warrants as to itself to Buyer that the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 4.01 Existence and Capacity. Seller is a limited liability company validly existing in good standing under the laws of the State of its formation. Seller has the requisite power and authority, subject to requisite approvals of the Bankruptcy Court, to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as such business is being conducted as of the Effective Date.

Section 4.02 Power and Authority. Subject to entry of the Sale Order by the Bankruptcy Court, the execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Seller has been duly authorized by all appropriate corporate action on the part of the Seller.

Section 4.03 Binding Agreement. This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller, and are and will be enforceable against Seller in accordance with the respective terms hereof or thereof.

Section 4.04 Title to Purchased Assets. As of the Closing, Seller shall hold good and valid title to all of the Purchased Assets which it owns, and at the Closing, will assign and convey to Buyer good and valid title free from all Liens, Claims and Encumbrances other than Permitted Encumbrances.

Section 4.05 Material Contracts. All material contracts agreements, leases and other commitments, in each case in which the annual payments exceed \$50,000, that Seller is a party to respecting the Business conducted by Seller at the Pharmacy (the “**Material Contracts**”) are listed and summarized on Schedule 4.05, and there are no undisclosed material amendments or modifications to any such contracts.

Section 4.06 Intellectual Property; Computer Software. Except as set forth in Section 2.02(g), the Intellectual Property Assets include all patents, copyrights, inventions, processes and applications therefore (whether registered or common law) currently owned or used by Seller in the Business and necessary for the operation thereof.

Section 4.07 Permits. All Permits and Regulatory Approvals held by the Seller to conduct the Business as currently conducted are set forth in Schedule 4.07.

Section 4.08 Litigation or Proceedings. Except as set forth in Schedule 4.08, there are no Actions pending or, to Seller’s Knowledge, threatened against or by the Seller (i) relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.09 Intentionally Omitted.

Section 4.10 Intentionally Omitted.

Section 4.11 Employee Relations. Schedule 4.11 lists all persons who are employees, independent contractors or consultants who, as of the Execution Date, provide services to the Pharmacy, including any such person who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such person: (i) name, (ii) title or position, (iii) hire date, (iv) full time equivalent status, (v) rate of base compensation, (vi) commission, bonus or other incentive-based compensation and (vi) a description of fringe benefits, if any, provided to each such person (the “**Pharmacy Employees**”). With respect to the Pharmacy Employees, except as set forth on Schedule 4.11 hereto:

- (a) All Pharmacy Employees are “at will” employees or Seller has provided to Buyer copies of such employment, consulting, independent contractor, bonus, severance, or other similar written engagement to which Seller is a party.

- (b) There has not been within the last five (5) years and there is no pending strike, picketing, work stoppage, or any proceeding against or affecting Seller relating to an alleged violation of any legal requirements pertaining to labor relations.
- (c) There is no union representation or organizing activities and no collective bargaining agreement or activities.
- (d) To Seller's Knowledge, there are no pending or threatened claims before the Equal Employment Opportunity Commission (or comparable state agency), complaints before the Occupational Safety and Health Administration (or comparable state agency), wage and hour claims, unemployment compensation claims, workers' compensation claims, or the like.

Section 4.12 Insurance. Schedule 4.12 sets forth (i) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, professional liability, real and personal property, workers' compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Seller or its Affiliates and relating to the Business, the Purchased Assets and the Assumed Liabilities (collectively, the "***Insurance Policies***"); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for the three (3) years prior to the Execution Date.

Section 4.13 Financial Statements. Copies of the income statements for the Business as in each of the years for the fiscal years ending June 30, 2023 and June 30, 2024 (collectively, the "***Financial Statements***") have been or will be provided to Buyer. The Financial Statements are based on the books and records of the Business, are true, complete and correct, and fairly and accurately present (in all material respects when taken as a whole) the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated.

Section 4.14 Taxes. Except as otherwise provided under this Agreement, to Seller's Knowledge, there are no unpaid taxes of Seller that will become the obligation of Buyer; and (ii) Seller and any Affiliate of Seller has timely filed all tax returns in respect of the Assets and the operations of the Pharmacy.

Section 4.15 Brokers. Except for B.C. Ziegler & Co., for which Seller shall be responsible, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

Section 4.16 Expiration of Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall expire upon, and shall not survive for any purpose whatsoever, the Closing.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the following statements are true and correct as of the Execution Date and will be true and correct as of the Closing Date:

Section 5.01 Existence and Capacity. Buyer is a limited liability company duly organized and validly existing in good standing under the laws of the State of New Jersey. Buyer has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as now being conducted.

Section 5.02 Power and Authority. The execution, delivery and performance of this Agreement, and consummation of the transaction contemplated herein, by Buyer:

- (a) are within its powers, are not in contravention of law or of the terms of its Certificate of Formation and Operating Agreement;
- (b) have been duly authorized by all appropriate company actions;
- (c) except for the Permits and Regulatory Approvals to be obtained by Buyer, do not require any approval or consent of, or filing with, any third party;
- (d) will not violate any statute, law, rule or regulation, or any judgment, decree, writ or injunction of any court or Government Entity, to which Buyer may be subject; and
- (e) will not violate any provision of any agreement to which Buyer is a party or by which Buyer is bound.

Section 5.03 Binding Agreement. This Agreement and all agreements to which Buyer will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Buyer, and are and will be enforceable against Buyer in accordance with the respective terms hereof or thereof.

Section 5.04 Adequate Funds. As of the Execution Date, Buyer has funds, or the ability to obtain such funds, in cash in amounts equal to the Purchase Price and other funds needed to consummate the transaction and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transaction contemplated herein. Buyer does not have any financing or equity investment contingency of any nature whatsoever.

Section 5.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.06 Legal Proceedings. There are no Actions pending or, to Buyer's Knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin, or otherwise delay

the transactions contemplated by this Agreement. No event has occurred, nor circumstances exist, that may give rise or serve as a basis for any such Action.

Section 5.07 Due Diligence Materials. Seller has provided certain documents which relate to the operations and financial conditions of the Business, which are herein referred to as “***Due Diligence Materials.***” Prior to the Execution Date, Buyer has been provided access to the Due Diligence Materials. Until the Effective Time, Seller will continue to cooperate in providing information to Buyer as requested, in a timely manner, but is under no obligation to create documents or provide any related documents which are outside those in the possession of Seller. Buyer acknowledges that certain Due Diligence Materials may be limited to summaries, or otherwise contain redactions, if the Seller reasonably believes the disclosure of such information would be a violation of Law protecting the personal, financial or protected health information of any patient or affiliate of a patient, including, but not limited to, all Laws adopted under the Health Insurance Portability and Accountability Act. Buyer expressly acknowledges that (i) it has completed its due diligence as of the Execution Date and (ii) no due diligence contingency exists with respect to Buyer’s obligations under this Agreement.

Section 5.08 Fitness for and Timing for Application for Obtaining Permits and Regulatory Approvals. Buyer has no knowledge of any material fact or other information related to Buyer or any of its Affiliates which could be reasonably expected to have an adverse impact on Buyer’s or its designees’ ability to obtain the Permits and Regulatory Approvals. To Buyer’s Knowledge, it has been in material compliance with healthcare regulatory laws and has not received any communication from a governmental authority or third-party payors that would prohibit or delay the Buyer from consummating the transaction contemplated herein or obtaining the Permits and Regulatory Approvals necessary to operate the Business. Buyer shall have applied for (or caused its designees to apply for) all Permits and Regulatory Approvals no later than three (3) Business Days after the entry of the Sale Order.

Section 5.09 No Guarantee of License. Buyer acknowledges that the Business operations are regulated by local, state, or federal Laws and are conducted under a license or licenses issued or authorized by the applicable state of operation of the Seller.

Section 5.10 Disclaimers; Releases and Limitations. Buyer represents and warrants to Seller that Buyer is a knowledgeable, experienced, and sophisticated buyer of real estate and/or senior living facilities. Buyer acknowledges that, except for the representations and warranties made by Seller in Article IV hereof, Buyer has not relied upon and will not rely upon, either directly or indirectly, any statement of Seller or any of its officers, directors, trustees, agents, employees, or other person acting or purporting to act on behalf of Seller.

Section 5.11 No Other Warranty. Without in any manner limiting the provisions of the preceding paragraph or elsewhere in this Agreement, as a material part of the consideration for this Agreement, Seller and Buyer agree that Buyer is taking the property “as-is”, “where-is” and “with all faults” and with any and all latent and patent defects and that there is no warranty or representation, express or implied, of any kind or nature (including, without limitation, warranties with respect to habitability, marketability, use or fitness for a particular purpose) made by Seller with respect to the property (except for the representations of Seller expressly set forth in Article IV hereof), all other representations and warranties, both express and implied, are hereby expressly disclaimed and denied. Buyer acknowledges that it has been given adequate time to

conduct whatever examination, evaluations, inspections, reviews, studies or tests of the property and its condition as Buyer may desire or determine warranted, and that Buyer is not relying on any representation, warranty, statement or other assertion with respect to the property or its condition or any other matter by Seller or any of Seller's officer, director, trustee, agent, employee, attorney or other person acting or purporting to act on behalf of any Seller or any of its Affiliates, but Buyer is relying solely on its own examination, evaluations, inspections, reviews, studies or tests of the property. Without limiting the provisions of preceding paragraphs and this Agreement, Buyer expressly releases and discharges Seller, its respective Affiliates, members, partners, officers, directors, shareholders, employees, attorneys, agents, brokers, and contractors from any and all obligations, claims, administrative proceedings, judgements, damages, fines, costs, and liabilities arising out of or relating to the physical condition of the property or any portion thereof, including, without limitation any latent or patent construction defects, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Purchased Assets.

ARTICLE VI COVENANTS

The Buyer and Seller as to itself shall take the following actions and comply with the following obligations prior to the Closing:

Section 6.01 Operation of the Business. From the Execution Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer, Seller shall conduct the Business in the ordinary course of business consistent with past practice, subject to applicable limitations and requirements of the Bankruptcy Code and except as otherwise necessary or reasonable to consummate the transactions contemplated herein.

Section 6.02 Access to Information, Books and Records. Seller will permit representatives of Buyer to have reasonable access to the Pharmacy premises and personnel during normal business hours, as well as the books and records of Seller to the extent relating to the Pharmacy, as may be reasonably necessary to comply with the obligations of the Buyer under this Agreement, to facilitate Borrower's review and inspection of the Purchased Assets. The timing and frequency of such access shall be coordinated with Seller in all cases, and Seller shall have a right to be present during all such access. Buyer shall not interfere with the normal business operations of Seller in any material respect.

Section 6.03 Notice of Developments. Seller shall give prompt written notice to Buyer of any material adverse development causing a material breach of any of the representations and warranties in Article IV above. Buyer shall give prompt written notice to Seller of any material adverse development causing a breach of any of the representations and warranties in Article V above. No disclosure by any of the Parties pursuant to this Section, however, shall be deemed to amend or supplement any Schedule to this Agreement or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

Section 6.04 Casualty; Condemnation. As used herein, the term "*Casualty Loss*" means any destruction by fire, storm or other casualty, or any taking or pending or threatened taking, in condemnation or under the right of eminent domain, of any of the Purchased Assets, or a portion thereof, in each case, prior to the Effective Time. Seller shall promptly give Buyer written notice (a "*Casualty Notice*") of any

Casualty Loss of which Seller becomes aware. To the extent such Casualty Loss exceeds \$1,500,000 in cost, Buyer shall have the option, which must be exercised within ten (10) days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, all rights, duties, obligations and liabilities created hereunder shall cease. If Buyer elects to proceed with Closing (or if the Casualty Loss is less than \$1,500,000), Buyer shall acquire the Purchased Assets in accordance with the terms hereof without a credit against the Purchase Price and Seller shall transfer to Buyer all of its rights to unpaid insurance proceeds, claims, awards and other payments arising out of such Casualty Loss and pay to Buyer all sums paid to Seller as insurance proceeds, awards or other payments arising out of such Casualty Loss less any amounts Seller has paid to repair or mitigate such Casualty Loss. Seller shall not voluntarily compromise, settle or adjust any amounts payable by reason of any Casualty Loss without first obtaining the written consent of Buyer, such consent not to be unreasonably withheld, conditioned, or delayed.

Section 6.05 Bankruptcy Actions.

- (a) Prior to the Execution Date, the Seller and its co-debtor Affiliates filed the Sale Motion seeking, among other things, entry of the Sale Order in substantially the form attached hereto as Exhibit 6.05(a). Buyer acknowledges that the entry of any Order is subject to approval of the Bankruptcy Court.
- (b) Seller shall comply with all of its respective obligations under (i) the Bid and Sale Procedures Order and (ii) the Sale Order (after the entry of same by the Bankruptcy Court).
- (c) Seller shall use commercially reasonable efforts to comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and applicable Bankruptcy Rules in connection with obtaining approval of the sale of the Purchased Assets under this Agreement, including serving on all required Persons in the Bankruptcy Case (including (i) all Persons who are known to possess or assert a Lien against any of the Purchased Assets, (ii) the Internal Revenue Service, (iii) all state attorneys general, local realty enforcement agencies and local government entities with taxing authority or the power to approve or consent to the issuance or transfer of the Permits and Regulatory Approvals, and (iv) all other Persons required by any Order of the Bankruptcy Court (including any omnibus notice or case management Order entered in the Bankruptcy Case), notice of the Sale Motion, the Sale Hearing and the objection deadline in accordance with Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules, the Bid and Sale Procedures Order or other Orders of the Bankruptcy Court, and any applicable local rules of the Bankruptcy Court.
- (d)
 - (i) Within five (5) days after the Execution Date and preferably by the Execution Date, Buyer shall provide a copy of Schedule 6.05, which schedule can be modified by the Buyer by removing from such schedule any Assumed Contract (as defined below) up to ten (10) days before the Closing Date, identifying (i) all Contracts that Buyer wishes to be assumed by Seller and assigned by Seller to Buyer at Closing (the “*Assumed Contracts*”); and (ii) all Contracts that Buyer will not be seeking to have assigned by Seller (the “*Rejected Contracts*”). Seller shall move to assume and assign to Buyer, effective as of

the Effective Time, any Assumed Contract that is designated on or before the fifth day after the Execution Date by Buyer to Seller. After the Closing Date, Seller shall be released from any further liability under such Assumed Contracts as provided for under Section 365(k) of the Bankruptcy Code.

(ii) Buyer shall assume all obligations from and after the Closing Date under Assumed Contracts, and at such time as is required by the Bankruptcy Court in the Sale Order, shall pay cash or other acceptable consideration to the third party (or parties) to the applicable Assumed Contract in order to cure the monetary defaults and satisfy any pecuniary obligations of Seller (or obtain waivers with respect thereto) with respect to the Business, and to provide adequate assurance of future performance under the Assumed Contracts.

Section 6.06 Maintenance of Insurance. From the Execution Date until the Effective Time, Seller shall keep in full force and effect all insurance coverages existing on the Execution Date.

Section 6.07 Commercially Reasonable Efforts. From the Execution Date until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof. Additionally, Buyer shall, within ten (10) Business Days after entry of the Sale Order, submit the necessary applications to the applicable regulatory authorities to obtain such Permits and Regulatory Approvals as are needed to consummate the sale (with copies of such applications promptly provided to Seller) and shall diligently and expeditiously follow up on and pursue such Permits and Regulatory Approvals. Further, Buyer agrees to provide copies of all correspondence between Seller (or its Affiliates) and any regulatory agency, or similar body, to Seller and the Bond Trustee within three (3) Business Days of Buyer's receipt of same.

Section 6.08 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. Disclosures made to the Bankruptcy Court or in pleadings filed with the Bankruptcy Court or in other related notices shall not be considered a public announcement.

Section 6.09 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

Section 6.10 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any

tax return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

Section 6.11 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute, and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 6.12 Good Faith. Each party agrees, in the exercise of good faith and fair dealing, to take actions necessary or appropriate to satisfy all conditions to closing and to consummate the Closing under this Agreement. Each party agrees to provide prompt notice to the other party of any circumstance or condition which such party has reason to believe may cause a condition of the Closing not to be fulfilled or otherwise create any impediment to the Closing.

ARTICLE VII

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER AND SELLER

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

- (a) No governmental authority shall have enacted, issued, promulgated, enforced or entered any governmental order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof;
- (b) The Bankruptcy Court shall have entered the Sale Order approving the sale to the Buyer which shall be a Final Order unless such finality is mutually waived by the Buyer and the Seller; and
- (c) Buyer's designees shall have received all Permits and Regulatory Approvals that are set forth on Schedule 4.07.

Section 7.02 Seller's Conditions. All obligations of the Seller which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by the Seller at or prior to the Closing:

- (a) All of the representations and warranties of Buyer contained in Article V of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.

- (b) Buyer shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) The Consents shall have been obtained (or, if not obtainable before Closing, request shall have been made and Seller shall have received reasonably satisfactory assurances that they will be granted after the Closing) and are in form and substance reasonably satisfactory to Seller (the “**Material Consents**”);
- (d) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date.
- (e) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.
- (f) Buyer shall not (i) be in receivership or dissolution, (ii) have made any assignment for the benefit of creditors, (iii) admitted in writing its inability to pay its debts as they mature, (iv) have been adjudicated as bankrupt, or (v) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Buyer.
- (g) Buyer shall have made the deliveries required to be made by it under Section 3.03 hereof.
- (h) All certificates and documents delivered to Seller pursuant to this Agreement shall be satisfactory in form and substance to Seller acting reasonably and in good faith.
- (i) The Sale Order shall have been entered by the Bankruptcy Court.
- (j) The Buyer shall have delivered the Purchase Price.

Section 7.03 Buyer’s Conditions. All obligations of Buyer which are to be discharged under this Agreement effective as of the Closing Date are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless expressly waived in writing by Buyer at or prior to the Closing:

- (a) All of the representations and warranties of the Seller contained in Article IV of this Agreement shall be true and correct in all material respects as of the Execution Date, and shall be deemed to have been made again on and as of the Closing Date and shall be true and correct in all material respects on and as of the Closing Date.

- (b) The Seller shall have performed or complied in all respects with all covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.
- (c) All Regulatory Approvals shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date. Buyer shall have obtained documentation or other evidence satisfactory to Buyer in its reasonable discretion that Buyer has:
 - (i) Buyer shall have received approval from all Government Entities and third-party payors necessary to allow Buyer to conduct the Business and operate the Pharmacy subsequent to Closing;
 - (ii) Buyer shall have received confirmation from all applicable Government Entities that, upon the Closing, all licenses required by law to operate the Pharmacy as currently operated will be transferred to, or issued or reissued in the name of, Buyer (or its Affiliates, as directed by Buyer).
- (d) No Action or proceeding shall have been instituted against, and no order, decree or judgment of any Government Entity shall be pending against, Buyer or Seller which seeks to, or would, render it unlawful as of the Closing Date to effect the transfer of the Purchased Assets, and no such action shall seek damages or injunctive relief by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any Government Entity.
- (e) The Seller shall have made the deliveries required to be made by it under Section 3.02.

All certificates and documents delivered to Buyer pursuant to this Agreement shall be satisfactory in form and substance to Buyer acting reasonably and in good faith.
- (f) The Sale Order shall have been entered by the Bankruptcy Court.
- (g) On the Closing Date, there shall not be any outstanding or delinquent (a) civil monetary penalty (“**CMP**”) or other federal, state or local fine and/or penalty (“**Penalty**”), (b) Recapture Claim, or (c) any funds to be paid related to any Covid-19 funds, including, without limitation, ERC, PPP or advance funds at the Pharmacy.
- (h) Between the Effective Date and the Closing Date, there shall not have been any Material Adverse Change with respect to the Pharmacy.

ARTICLE VIII
ADDITIONAL AGREEMENTS

Section 8.01 Pharmacy Employees.

- (a) Immediately prior the Effective Time, the Seller shall terminate all its Pharmacy Employees remaining in Seller's employ on the Closing Date and, as of the Effective Time, Buyer or its designee(s) shall offer employment to all such Pharmacy Employees on an at-will basis and subject to Buyer's pre-employment screenings and employment practices, policies and procedures (all such Seller Employees hired by Buyer shall be collectively referred to as the "***Hired Employees***"). Following the Effective Time, Buyer shall provide a standard package of benefits and other terms and conditions of employment to the Hired Employees at the same levels as those offered by Seller immediate prior to the Closing Date.
- (b) Buyer shall offer immediate employment to all of the Pharmacy Employees, such that no period of unemployment shall occur between employment with the Seller and employment with Buyer, and such that there will be no violation of the WARN Act or any comparable state or local laws, with such employment with the Buyer to commence as of the Effective Time. If Buyer fails to offer immediate employment to all of the Pharmacy Employees, Buyer acknowledges and agrees that it shall be responsible for the payment of any amounts or liabilities arising or due under the WARN Act or any comparable state or local laws. In furtherance and not in limitation of the foregoing, Buyer shall treat prior service with Seller reflected in the information provided above as service with Buyer for purposes of determining eligibility to participate and vesting in all benefits programs maintained by Buyer. Seller shall cooperate with Buyer in providing information reasonably requested by Buyer to facilitate hiring and establishing benefits for Hired Employees who accept employment with Buyer. This Agreement shall not be deemed to create or grant to any Hired Employee any third-party beneficiary rights or claims or any cause of action of any kind or nature.
- (c) The Seller shall provide Buyer, at least ten (10) days prior to the Closing Date, a schedule setting forth, for each of the Pharmacy Employees, an estimated amount of accrued but unused paid time off (including any accrued vacation, sick and holiday time) (collectively, the "***Accrued PTO***") and the estimate aggregate value of the Accrued PTO as of the Effective Time. Seller shall provide Buyer, on the Closing Date, with an update schedule reflecting actual Accrued PTO amounts as of the Effective Time. Buyer shall assume the Accrued PTO liability, as updated on the Closing Date, with respect to the Hired Employees and Buyer will, thereafter, be responsible for paying the Hired Employees for their use of their Accrued PTO during their employment with Buyer and upon the termination of their employment with Buyer in accordance with the Buyer's or its designee's employment practices.
- (d) Seller shall provide COBRA continuation coverage (within the meaning of Section 4980B of the Internal Revenue Code and U.S. Treasury regulations thereunder) to all Pharmacy

Employees who are “M&A qualified beneficiaries” (within the meaning of Treasury Regulation Section 54.4980B-9, Q&A-4) for the duration of the period to which such Pharmacy Employees are entitled to such coverage. Buyer agrees to pay Seller for the reasonable costs incurred in connection with the administration necessary to provide COBRA continuation coverage to such Pharmacy Employees.

Section 8.02 Misdirected Payments. From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is a Purchased Asset, the Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Buyer, and such asset will be deemed the property of Buyer held in trust by the Seller for Buyer until so transferred. From and after the Closing, if Buyer or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Buyer shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to the Seller, and such asset will be deemed the property of the Seller held in trust by Buyer for the Seller until so transferred.

Section 8.03 Onboarding Additional Communities. Buyer anticipates that it will onboard the communities listed on Schedule 8.03 as customers of the Pharmacy according to the timeline specified. Following the entry of the Sale Order, Buyer agrees to use commercially reasonable efforts to commence and implement the onboarding process.

ARTICLE IX INDEMNIFICATION

Section 9.01 By Seller. From and after the Effective Time of the Closing, conditioned on such Closing, the Seller will indemnify, defend and hold harmless the Buyer and its affiliates and representatives (collectively, the “*Buyer Indemnified Parties*”) from and against any and all Losses suffered or incurred by any of the Buyer Indemnified Parties as a result of or arising out of (a) any claim of recapture by any other governmental authority or other third party payor or fiscal intermediary with respect to an alleged overpayment or alleged underpayment or any claim that funds previously paid must be repaid or other claims with respect to operation of the Pharmacy, for periods prior to the applicable Closing Date (“*Recapture Claim*”), or (b) any and all Taxes related to the operation of the Pharmacy that are assessed for periods prior to the Effective Time, including, but not limited to, provider tax, gross receipts tax, bed tax, and quality assessment tax.

ARTICLE X TERMINATION

Section 10.01 Termination Prior to Closing. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:

- (a) By the mutual written consent of Buyer and the Seller;
- (b) By Buyer, by written notice to Seller, if: (x) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Seller within ten (10) days of Seller's receipt of written notice of such breach; or (y) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied by the date that is forty-five (45) days following the date on which the Sale Order is entered (the "**Conditions Satisfaction Deadline**"), unless such failure shall be due to the failure of Buyer to perform or comply with any of its representations, warranties or covenants contained in this Agreement and to be performed or complied with by Buyer prior to the Closing; or
- (c) By the Seller, by written notice to Buyer, if: (x) Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII, and such breach, inaccuracy or failure has not been cured by Buyer within ten (10) days of Buyer's receipt of written notice of such breach; (y) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been, or it becomes apparent that any of such conditions will not be, satisfied Conditions Satisfaction Deadline, unless such failure shall be due to the failure of Seller to perform or comply with any of its representations, warranties or covenants contained in this Agreement and to be performed or complied with by Seller prior to the Closing.

Section 10.02 Effect of Termination.

- (a) In the event of the termination of this Agreement, this Agreement shall forthwith become void and there shall be no liability on the part of any Party hereto, except as expressly set forth herein.
- (b) Upon termination of this Agreement, the rights and obligations of the Parties under this Agreement shall likewise terminate, except that those obligations set forth in Section 10.01 and Section 10.02 shall survive termination of this Agreement.

ARTICLE XI MISCELLANEOUS

Section 11.01 Confidentiality. It is understood by the Parties hereto that the information, documents, and instruments delivered to Buyer by the Seller and its agents and the information, documents and instruments delivered to the Seller by Buyer and its agents are of a confidential and proprietary nature. Each of the Parties hereto agrees that both prior and subsequent to the Closing it will maintain the confidentiality of all such confidential information, documents or instruments in connection with the negotiation of this Agreement or in compliance with the terms, conditions and covenants hereof and will only disclose such information, documents and instruments to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys and accountants of each party) and applicable governmental authorities in connection with any required notification or application for approval or exemption therefrom. Nothing in this Section, however, shall prohibit the use of such confidential information, documents or information for such governmental filings as in the opinion of Seller's counsel or Buyer's counsel are required by law or governmental regulations or are otherwise required to be disclosed pursuant to applicable state law or the filing of this Agreement with the Bankruptcy Court or pursuant to any Order of the Bankruptcy Court, including, without limitation, the Bid and Sale Procedures Order.

Section 11.02 Cost of Transaction. Whether or not the transactions contemplated hereby shall be consummated, the Parties agree as follows: (a) the Seller shall pay the fees, expenses and disbursements of the Seller and its Affiliates and their agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; (b) Buyer shall pay the fees, expenses and disbursements of Buyer and its Affiliates and their agents, representatives, accountants and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; and (c) Buyer shall pay any state or local recording fees, deed, stamp, or other transfer taxes, filing fees, license fees, and any third-party consent or license fees associated with or assessed in connection with the conveyance of any of the Purchased Assets.

Section 11.03 Announcements. The content of any communications to the public relating to the transaction that is the subject of this Agreement including, but not limited to, any letters to patients regarding such transaction, shall be mutually agreed to by Buyer and the Seller.

Section 11.04 Tax. None of the Parties (nor such Parties' counsel or accountants) has made or is making any representations to any other Party (nor such party's counsel or accountants) concerning any of the tax effects of the transactions provided for in this Agreement as each Party hereto represents that each has obtained, or may obtain, independent tax advice with respect thereto and upon which it, if so obtained, has solely relied.

Section 11.05 Survival. The obligations, representations or warranties which by their nature or content would continue beyond the Closing or the expiration or termination of this Agreement shall survive the Closing or any expiration or termination of this Agreement to the extent specifically provided for herein.

Section 11.06 Notices. All notices, demands and other communications required or permitted hereunder shall be deemed sufficiently given if delivered in person, mailed by certified mail, postage prepaid, or sent

via nationally recognized overnight carrier, as well as being sent simultaneously by e-mail, addressed as follows:

If to Buyer:	RNG BEH CN CL MG LLC 606 Brower Avenue Toms River, New Jersey 08755 Attn: Seth Geller
<i>Copy to:</i>	Reiss Sheppe LLP 425 Madison Avenue, 19 th Floor New York, New York 10017 Attn: Amir Kornblum, Esq.
If to Seller:	c/o HMP Attn: Shawn O'Conner, CRO 1033 Demonbreun Street, Suite 300 Nashville, Tennessee 37203 Email: sconner@hcmpllc.com
<i>Copy to:</i>	Dentons US LLP Attn: Thomas Vandiver 101 South Hanley, Suite 600 St. Louis, Missouri 63105 Email: thomas.vandiver@dentons.com

or to such other address as either Party may designate by notice to the other Parties.

Section 11.07 Assignment. Neither Party may assign its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, that Buyer may assign its rights or obligations under this Agreement to any Affiliate of Buyer without prior written consent of Seller. Any attempted assignment in violation of this section shall be deemed void and of no force or effect, and a non-curable breach of this Agreement. Buyer may take title to certain or all assets at Closing through a nominee.

Section 11.08 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective permitted successors and assigns of the Parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the Parties to this Agreement that the Agreement be for the sole and exclusive benefit of such Parties or such successors and assigns and not for the benefit of any other person. Notwithstanding the foregoing, the Parties expressly acknowledge the rights of and benefits accruing to the Bond Trustee hereunder.

Section 11.09 Governing Law; Venue. The validity and construction of this Agreement shall be governed by the laws of the State of Missouri without regard to the conflicts of law rules thereof. The Parties hereby consent to jurisdiction and venue in the Federal or State courts situated in St. Louis County,

Missouri including while the Chapter 11 cases are pending, the exclusive jurisdiction of the Bankruptcy Court, and hereby waive any objection to the jurisdiction of, or the venue of any action instituted in, such courts.

Section 11.10 Attorneys' Fees. If legal action is commenced to enforce this Agreement, each Party shall pay its own costs and attorneys' fees in connection with any such action.

Section 11.11 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

Section 11.12 Section Headings. The Section headings are for reference only and shall not limit or control the meaning of any provision of this Agreement.

Section 11.13 Waiver. No delay or omission on the part of any Party in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

Section 11.14 Amendments. This Agreement may be amended, but only in a writing signed by all Parties hereto and subject to any requisite approval by the Bankruptcy Court.

Section 11.15 Exhibits and Schedules. All Exhibits and Schedules referred to in this Agreement are integral parts of this Agreement and are hereby incorporated into this Agreement as if fully set forth herein, and all statements appearing therein shall be deemed to be representations.

Section 11.16 Entire Agreement. This Agreement, the Exhibits and the Schedules delivered pursuant hereto constitute the entire contract between the Parties hereto pertaining to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter hereof or thereof, except as specifically set forth herein or therein. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement, and all prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded.

Section 11.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Signature pages exchanged by email shall be fully binding on the Parties.

Section 11.18 WAIVER OF JURY TRIAL. BUYER, AND SELLER HEREBY WAIVE ANY RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY CONTRACT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, EVENTS LEADING UP TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES' PERFORMANCE OF

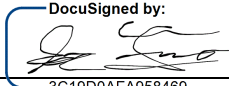
THIS AGREEMENT, OR ANY CLAIM OF INJURY OR DAMAGE RELATING TO THE FOREGOING
OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Asset Purchase Agreement as of the Execution Date.

BUYER:

RNG BEH CN CL MG LLC,
a New Jersey limited liability company

By: 
Name: Steven Feldman
Title: Authorized Signatory

SELLER:

SENIOR CARE PHARMACY SERVICES LLC,
an Illinois limited liability company

By: 
Shawn O'Conner
Chief Restructuring Officer

Exhibit 3.02(a)

BILL OF SALE OF PERSONAL PROPERTY

This Bill of Sale is made and executed as of the ____ day of _____, 2025, by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] [limited liability company] (“***Seller***”) and _____, a[n] _____ (“***Buyer***”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of [____], 2024 by and between Seller and Buyer (the “***Purchase Agreement***”), Seller has agreed to sell to Buyer free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement, and Buyer has agreed to purchase from Seller, all of Seller’s right, title and interest in and to the Assets, as that term is defined in the Purchase Agreement, for the consideration in the amount and on the terms provided therein.

NOW THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. All capitalized terms used and not otherwise defined in this Bill of Sale shall have the meanings ascribed to them in the Purchase Agreement.

2. Sale and Transfer of Acquired Assets. Seller hereby sells, assigns, transfers, conveys, grants and delivers to Buyer, free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement, all of Seller’s right, title and interest in and to the Assets, but only to the extent such Assets are to be transferred under the Purchase Agreement at Closing.

3. Warranty of Ownership. Seller warrants that Seller is the legal owner of the Assets and that the Assets are transferred free and clear of all liens and encumbrances, except with respect to any lien or encumbrance arising out of or related to any liability of Seller assumed by Buyer pursuant to the Purchase Agreement.

4. Further Acts Required. Seller covenants that at the request of Buyer it will promptly do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all transfers, assignments and conveyances, evidences of title, notices, consents and assurances necessary or desirable to put Buyer in actual possession and control of the Assets, or as Buyer shall reasonably require to better assure and confirm title of Buyer to the Assets.

5. Purchase Agreement. Nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. Notices. All notices or other communications or deliveries provided for under this bill of sale shall be given as provided in the Purchase Agreement.

7. Caption Headings and Construction of Agreement. The caption headings are used in this bill of sale only as a matter of convenience and for reference and do not define, limit or describe the scope of this bill of sale nor the intent of any provisions.

8. Applicable Law. This bill of sale is made and entered into in the State of Illinois and shall be construed and enforced in accordance with the laws of such state.

9. Successors and Assigns. The provisions of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed under seal in its name as of the date first above written.

SELLER:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-profit][nonprofit]
corporation

By: _____
[Name]
[Title]

Exhibit 3.02(b)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2025 (the “**Effective Date**”), by and between by and between _____, a[n] [Illinois][Indiana][Iowa][Missouri] [not-for-profit][nonprofit] corporation] (hereinafter referred to as “**Assignor**”) and _____, a[n] _____ (hereinafter referred to as “**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated November 14, 2024, (the “**Purchase Agreement**”) by and between Assignor and Assignee, Assignor is selling and conveying to Assignee certain of Assignor’s assets (the “**Assets**”) used in connection with Assignor’s operation of _____, a pharmacy located in _____, [Illinois][Indiana][Iowa][Missouri] (the “**Pharmacy**”);

WHEREAS, in connection with the sale, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to executory contracts and certain intangible assets of Assignor used in connection with Assignor’s operation of the Pharmacy (the “**Assignor’s Business**”), and Assignee has agreed to assume all of the duties and obligations of the Assignor with respect to such executory contracts and intangible assets arising from and after the date hereof; and

WHEREAS, also pursuant to the Purchase Agreement, Assignee has agreed to assume certain liabilities and obligations of Assignor (the “**Assumed Liabilities**”).

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor, the receipt of which is hereby acknowledged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to executory contracts identified in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Executory Contracts**”), and further assigns and delegates to Assignee all of Assignor’s rights, duties, obligations and covenants contained in such Executory Contracts. Assignee hereby assumes and agrees to perform and discharge all duties, obligations and covenants contained in the Executory Contracts.

2. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under the following intangible property owned by Assignor and used in connection with Assignor’s Business (collectively, the “**Intangibles**”):

a. All licenses, permits, certifications, certificates of need, and accreditations held by Assignor relating to the ownership, development and operation of Assignor’s Business (including any applications and pending approvals), to the extent assignable (the “**Licenses**”);

b. All intellectual property used in the operation of Assignor’s Business, facilities and properties (the “**Intellectual Property**”), including, but not limited to, the items listed on Exhibit “B” attached hereto and incorporated herein by this reference;

- c. All paper and/or electronic patient records;
 - d. All manufacturers' and vendors' warranties relating to the Assets, to the extent transferable, and rights and claims that may be asserted by (but not against) Assignor related to the Assets;
 - e. All personnel records relating to employees of Assignor's Business who are hired by Assignee (to the extent such records are transferable under applicable law), equipment records, documents, catalogs, books, records, files, operating manuals, and other records relating to the Assets (but excepting any documents or records relating to Assignor's tax returns and Assignor's internal corporate affairs); and
 - f. All goodwill associated with the Assets;
3. Assignee hereby assumes and agrees to perform all covenants, agreements and undertakings of Assignor, arising from and after the date hereof, under the Intangibles.
4. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignee of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events from and after the Effective Date. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from any claim, cause of action, loss, damage or expense (including without limitation reasonable attorneys' fees and court costs) resulting from any breach by Assignor of its obligations under the Executory Contracts or the Intangibles or any claim of such breach arising out of or based on events prior to the Effective Date.
5. Assignee hereby assumes and agrees to be personally liable for all liabilities and obligations arising under the Executory Contracts from and after the Effective Date.
- Any creditor of Assignee with respect to the Assumed Liabilities may enforce its rights against Assignor directly, without any obligation to proceed against Assignee.
6. This Agreement may be executed in one or more counterparts, and by electronically transmitted signature, and each counterpart and signature shall be deemed to be an original and all of which together shall constitute one agreement that is binding on all parties.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

_____,
a[n] [Illinois][Indiana][Iowa][Missouri][not-for-
profit][nonprofit] corporation

By: _____
[Name], [Title]

ASSIGNEE:

_____,
a[n] _____

By: _____
[Name], [Title]

Schedule 1 to Asset Purchase Agreement

Assets to be Purchased

Senior Care Pharmacy

Schedule 2.01(b) to Asset Purchase Agreement

TANGIBLE PERSONAL PROPERTY

[To be inserted.]

Schedule 2.01(g) to Asset Purchase Agreement

INTELLECTUAL PROPERTY

[To be inserted.]

Schedule 2.01(m) to Asset Purchase Agreement

VEHICLES

Year	Make	Model	Color	VIN	Community	Mileage - Summer 2024
2018	Nissan	Altima		1N4AL3AP4JC230137	Senior Care Pharmacy	115,568
2018	Nissan	Altima		1N4AL3AP4JC262621	Senior Care Pharmacy	160,561
2018	Nissan	NV200	White	3N6CM0KN8JK699587	Senior Care Pharmacy	65,401
2019	Ford	E-350 Cutaway	White	1FDEE3FS3KDC36568	Senior Care Pharmacy	17,273
2022	Kia	Carnival - LX Pass Van	Blue	KNDNB4H35N6167948	Senior Care Pharmacy	161,572

Schedule 2.02(b) to Asset Purchase Agreement

PREPAID EXPENSES AND CREDITS

Schedule 2.02(b)

Prepaid Expenses and Credits Related to Assumed Liabilities

		8/31/24 Balance
Community Name	Description	Preapid Expenses
Senior Care Pharmacy Services, LLC	Vendor Expenses	49,641.27
Senior Care Pharmacy Services, LLC	Insurance	682.81

Schedule 2.02(d) to Asset Purchase Agreement

DEPOSIT ACCOUNTS

Schedule 2.02(d)
Deposit Accounts

Community	Bank	Account Name	Account Number
Senior Care Pharmacy Services, LLC	Old National Bank	Senior Care Pharmacy	8100444606
Senior Care Pharmacy Services, LLC	Old National Bank	Senior Care Pharmacy Services	127704450

Schedule 2.07 to Asset Purchase Agreement

ALLOCATION

Schedule 4.05 to Asset Purchase Agreement

MATERIAL CONTRACTS

[To be inserted.]

Schedule 4.05
Material Contracts

Debtor	Contract Description (name at top of agreement)	Contract Type	Contract Date (Finite Date only)	Effective Date (Finite Date only)	Termination Date (Finite Date only)	Evergreen (automatically renews) (Y/N)	Evergreen Initial Term (i.e. 6 months, 2 years, etc.)	Evergreen Renewal Term (i.e. 6 months, 2 years, etc.)	Lease Location (Real Property)	Counterparty Name	Cure Amount?	KCC Notes	Debtor on Cure Notice	Vendor on Cure Notice	Contract Title on Cure Notice
Senior Care Pharmacy Services, LLC	Agreement	Lease				Yes				A&R Storage Company	\$0.00		Senior Care Pharmacy Services, LLC	A&R Storage Company	Agreement
OTHER - Multiple Entities	Credit Application and Agreement	Agreement / Contract								AmerisourceBergen	\$449,210.53	Contract description does not match the Cure Notice	Senior Care Pharmacy Services, LLC	Smart-Fill/Amerisource Bergen	Pharmaceutical Supply Agreement
Senior Care Pharmacy Services, LLC	Value-added features Agreement	Agreement / Contract								AmerisourceBergen Drug Corporation		Contract not on filed Cure Notice; contract listed on SOAL G			
Senior Care Pharmacy Services, LLC	Value-Added Features Agreement	Agreement / Contract								AmerisourceBergen Drug Corporation		Contract not on filed Cure Notice; contract listed on SOAL G			
Senior Care Pharmacy Services, LLC	FedEx Transpiration Services Agreement	Agreement / Contract		2/22/2024		Yes				FedEx	\$1.43		Senior Care Pharmacy Services, LLC	FedEx	FedEx Transpiration Services Agreement
Senior Care Pharmacy Services, LLC	Lease Agreement	Lease (Real Property)	1/20/2023	2/1/2023	1/31/2025				1212 Bear Lane, Monticello, IL	R & S Unlimited, Inc.	\$0.00		Senior Care Pharmacy Services, LLC	R&S Unlimited, Inc	Lease Agreement
Senior Care Pharmacy Services, LLC	Purchasing Agreement	Agreement / Contract				Yes	36 months	1 year		Smith Drug Company	\$102,765.71		Senior Care Pharmacy Services, LLC	Smith Drug Company	Purchasing Agreement
Senior Care Pharmacy Services, LLC	Security Agreement	Agreement / Contract								Smith Drug Company, a Division of J M Smith Corporation	\$0.00		Senior Care Pharmacy Services, LLC	Smith Drug Company, a Division of J M Smith Corporation	Security Agreement
Senior Care Pharmacy Services, LLC	Purchasing Group Membership	Agreement / Contract		8/1/2019						Anda, Inc.	\$0.00				
Senior Care Pharmacy Services, LLC	Purchase, License and System Support	Agreement / Contract		6/27/2019						Parata Systems, Inc.					
Senior Care Pharmacy Services, LLC	Purchase, License and System Support			4/9/2014						Parata Systems, Inc.					

Schedule 4.07 to Asset Purchase Agreement

PERMITS AND REGULATORY APPROVALS

[To be inserted.]

Schedule 4.07

Permits and Regulatory Approvals

State	Licensee	License	Licensing Department	License No.	Effective Date	Expiration Date
Illinois	Senior Care Pharmacy Services LLC	Licensed Controlled Substance	Illinois Department of Financial and Professional Regulation, Division of Professional Regulation	320.008231	N/A	3/31/2026
Illinois	Senior Care Pharmacy Services LLC	Licensed Pharmacy (Community, Offsite Institutional, Sterile Compounding)	Illinois Department of Financial and Professional Regulation, Division of Professional Regulation	54.016956	N/A	3/31/2026
Indiana	Senior Care Pharmacy	Non-Resident Pharmacy Permit	Alcohol and Tobacco Commission	64001120A	9/20/2010	12/31/2025
Iowa	Senior Care Pharmacy Services LLC	Nonresident Pharmacy License	Board of Pharmacy	5028	11/4/2023	12/31/2024
Missouri	Senior Care Pharmacy Services LLC	Pharmacy (Class C, D, H)	Missouri Board of Pharmacy	2019006781	N/A	10/31/2025
Federal	Senior Care Pharmacy Services	Controlled Substance Registration Certificate	U.S. Department of Justice, Drug Enforcement Administration	BS8854285	2/2/2022	2/28/2025

Schedule 4.08 to Asset Purchase Agreement

LITIGATION PROCEEDINGS

[To be inserted.]

Schedule 4.11 to Asset Purchase Agreement

EMPLOYEE RELATIONS

[To be inserted.]

Schedule 4.12 to Asset Purchase Agreement

INSURANCE POLICIES

Schedule 4.12

Insurance Policies

Policy Type	Carrier	Policy No.	Inception	Expiration
Auto	Philadelphia Indemnity Ins Company	PHPK2683413	5/1/2024	5/1/2025
Property	Travelers Indemnity Company	KTKCMB8K5402962	5/1/2024	5/1/2025
Workers' Compensation	Accident Fund Insurance Co. of America	UHWCP100090478	3/1/2024	3/1/2025
GLPL	Caring Communities	CCRRRG-0067-24	1/1/2024	1/1/2025
Cyber Liability	Travelers Excess and Surplus Lines Co.	CYB10801084700	5/1/2024	5/1/2025
Pollution	Ascot Specialty Insurance Company	ENPM24100012820	5/1/2024	5/1/2025
D&O/Fiduciary/EPL	Ironshore Specialty Insurance Company	DO6CAC2MCO001	7/1/2024	#####
Crime	Ironshore Specialty Insurance Company	FI4NAC2MQS001	#####	#####
Excess D&O/Fiduciary/EPL	Hudson Excess Insurance Company	HE-0303-11718	#####	#####
Excess D&O/Fiduciary/EPL	Ascot Insurance Company	MLXS2410001605-1	#####	#####

Schedule 6.05 to Asset Purchase Agreement

ASSUMED CONTRACTS AND REJECTED CONTRACTS

Schedule 8.03 to Asset Purchase Agreement

ADDITIONAL COMMUNITIES

Indiana: Anticipated to “Go Live” 4/1/2025 or 5/1/2025

- 1.) Crowne Point of Carmel: 11610 Technology Dr., Carmel, IN 46032.
- 2.) Crowne Pointe Senior Living Community, 1034 E Crowne Pointe Blvd, Greensburg, IN 47240.
- 3.) Azalea Hills Assisted Living, 3700 Lafayette Pkwy, Floyds Knobs, IN 47119.
- 4.) Windsor Assisted Living, 2700 Waters Edge Pkwy, Jeffersonville, IN 47130.

St. Louis: Anticipated to “Go Live” 6/1/25

- 1.) Care Network of St. Ann, 10441 International Plaza Drive, St. Ann, MO 63074.
- 2.) Care Network of South County, 1204 Telegraph Road, St. Louis, MO 63125.
- 3.) Care Network of Cuba, 5349 Highway P, Cuba, MO 65453.
- 4.) Care Network of Troy, 350 Cap Au Gris, Troy, MO 63379.
- 5.) Care Network at Waterman, 5143 Waterman Blvd, St. Louis, MO 63108.
- 6.) Care Network of Lindell, 4336 Lindell Blvd, St. Louis, MO 63108.

Kansas City: Anticipated to “Go Live” 7/1/2025

- 1.) Care Network of Gladstone, 3000 NE 64th St., Kansas City, MO 64119.
- 2.) Care Network of Platte City, 15 Wallingford Drive, Platte City, MO 64079