

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re: Chapter 11
MIDWEST CHRISTIAN VILLAGES, INC. et al.,1 Case No. 24-42473-659
Debtors. Jointly Administered
Objection Deadline: April 15, 2025
Hearing Date: April 22, 2025
Hearing Time: 11:00 a.m. (CT)
Location: Courtroom 7 North

SECOND INTERIM APPLICATION OF B.C. ZIEGLER AND COMPANY, AS FINANCIAL ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION, FOR ALLOWANCE OF COMPENSATION FOR PROFESSIONAL SERVICES RENDERED AND FOR REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES INCURRED FOR THE PERIOD FROM NOVEMBER 1, 2024 THROUGH FEBRUARY 28, 2025

Table with 2 columns: Question/Field and Answer. Fields include Name of Applicant, Authorized to Provide Professional Services to, Date of Retention, Period for which compensation and reimbursement are sought, and Amount of compensation sought as actual, reasonable, and necessary.

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 The \$1,340,963.00 fee total consists of (i) November 2024 and December 2024 Monthly Progress Payments (defined below) each in the amount of \$15,000.00 and (ii) the net Transaction Success Fees (defined below) in the amount of



Amount of expense reimbursement sought as actual, reasonable, and necessary:	\$12,310.00
Amount of compensation and expenses paid to date:	\$1,347,273.00
Net amount sought as actual, reasonable and necessary:	\$1,353,273.00
This is a(n): monthly <u>interim</u> <u>X</u> final application <u> </u>	

\$1,310,963.00 on account of the Closed Sales (defined below) approved pursuant to certain sale orders as further described below.

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
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In re:

MIDWEST CHRISTIAN VILLAGES, INC. *et al.*,¹

Debtors.

Chapter 11

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Jointly Administered

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FINANCIAL ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION,
FOR ALLOWANCE OF COMPENSATION FOR PROFESSIONAL SERVICES
RENDERED AND FOR REIMBURSEMENT OF ACTUAL AND NECESSARY
EXPENSES INCURRED FOR THE PERIOD FROM
NOVEMBER 1, 2024 THROUGH FEBRUARY 28, 2025**

In accordance with the Final Order of the United States Bankruptcy Court for the Eastern District of Missouri (the “Court”) authorizing the retention of B.C. Ziegler and Company (“Ziegler”), dated August 16, 2024 [Docket No. 153] (the “Retention Order”), Ziegler, financial advisor to the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) in these chapter 11 cases (the “Chapter 11 Cases”), hereby submits its second interim fee application (the “Application”),

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].

pursuant to §§ 328(a) and 1103 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 5002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rule 2016-2 of the Local Bankruptcy Rules for the Eastern District of Missouri (the “Local Bankruptcy Rules”), for the interim allowance of compensation in the amount of \$1,340,963.00 and expenses in the amount of \$12,310.00 for the professional services performed by Ziegler for and on behalf of the Debtors for the period commencing November 1, 2024 through and including February 28, 2025 (the “Second Interim Fee Period”). In support of the Application, Ziegler respectfully represents as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334.
2. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

BACKGROUND

3. On July 16, 2024 (the “Petition Date”), the Debtors filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Missouri (the “Court”).
4. The Debtors continue in the operation and management of their business as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. The U.S. Trustee appointed an official committee of unsecured creditors (the “Committee”) on August 8, 2024 [Docket No. 121]. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases (the “Chapter 11 Cases”).

5. A detailed description of the Debtors' business and the events leading up to the filing of these chapter 11 cases can be found in the *First Day Declaration of Kathleen (Kate) Bertram* [Docket No. 3] (the "First Day Declaration"), incorporated by reference herein.

6. The Debtors filed these Chapter 11 Cases to pursue one or more going concern sales and/or going concern affiliates for each of their facilities.

7. On July 16, 2024, the Debtors filed an application for an order approving the employment and retention of B.C. Ziegler and Company as financial advisor for the Debtors [Docket No. 25] (the "Retention Application"). On July 19, 2024, the Court entered an order approving the Retention Application on an interim basis pending the entry of a final order. [Docket No. 63].

8. On August 8, 2024, the Office of the United States Trustee (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee" in these Chapter 11 Cases).

9. On August 16, 2024, the Court entered the Retention Order, approving the Retention Application.

10. The terms and conditions of Ziegler's engagement in this case, which are embodied in the Retention Application and Retention Order and approved by the Court, are based upon the terms and conditions set forth in that certain engagement agreement, dated as of May 28, 2024 (the "Engagement Agreement").

11. In addition, the Engagement Agreement and Retention Order entitle Ziegler to receive reimbursement of all actual and reasonable out-of-pocket expenses pursuant to the Bankruptcy Code, Bankruptcy Rules, Local Bankruptcy Rules, Local Guidelines and applicable order of this Court.

12. As detailed in the Retention Application, the terms of the Engagement Agreement are comparable to the terms Ziegler and other investment bankers have agreed upon in similar engagements, both in and outside of bankruptcy.

13. By this Application, Ziegler requests compensation for Transaction Success Fees and Monthly Progress Payments for the services rendered by Ziegler as investment banker to the Debtors during the Second Interim Fee Period.

14. Under the Retention Order, Ziegler is compensated on a flat monthly and transactional, as opposed to hourly, fee basis, reflecting a typical fee structure for Ziegler and other leading investment banking firms. Additionally, paragraph 7 of the Retention Order indicates that “Ziegler and its professionals shall be excused from the following: (i) the requirement to maintain or provide detailed time records in accordance with Bankruptcy Rule 2016(a) and the United States Trustee Fee Guidelines; and (ii) conforming with a schedule of hourly rates for its professionals.”

15. Previously, Ziegler filed its *First Interim Application of B.C. Ziegler and Company, as Financial Advisor to the Debtors and Debtors in Possession, for Allowance of Compensation for Professional Services Rendered and for Reimbursement of Actual and Necessary Expenses Incurred for the Period from July 16, 2024 Through October 31, 2024* (the “First Interim Application”) [Docket No. 456]. On December 19, 2024, the Court entered its order granting the First Interim Application [Docket No. 528] and pursuant thereto and the local rules of this district, Ziegler was paid in full in the total amount of \$45,000.00.

The Sales of the Debtors’ Facilities

16. On November 7, 2024, the Court approved the sale of the assets of Wabash Christian Therapy (the “Carmi Clinic”) to SB Properties LLC (an Illinois partnership between

Brian Bryant and Sandra Bryant) (the “Wabash Therapy Sale”) [Docket No. 432]. The Wabash Therapy Sale has since closed.

17. On November 27, 2024, the Court approved the sale of the assets of Crown Point Christian Village, Inc. to Kesser Property LLC (the “Crown Point Sale”) [Docket No. 501]. The Crown Point Sale has since closed.

18. On November 27, 2024, the Court approved the sale of the assets of Christian Homes, Inc., Lewis Memorial Christian Village, River Birch Christian Village, and Hickory Point Christian Village to CH Arcadia Holdco, LLC (the “CH Arcadia Sales”) [Docket No. 502]. The CH Arcadia Sales have since closed.²

19. On November 27, 2024, the Court approved the sale of the assets of Hoosier Christian Village, Inc. to CarDon Real Estate Investment Company LLC (the “CarDon Sale”) [Docket No. 503]. The Cardon Sale has since closed.

20. On November 27, 2024, the Court approved the sale of the assets of Washington Village Estates, LLC, Wabash Estates, LLC, Wabash Christian Village Apartments, LLC, Risen Son Christian Village and Spring River Christian Village, Inc. to RNG BEH CN CL MG LLC (the “BEH Sale”, together with the Wabash Therapy Sale, Crown Point Sale, CH Arcadia Sales, and CarDon Sale, the “Closed Sales”) [Docket No. 504]. The BEH Sale has since closed, except for the closings for Washington Village Estates LLC and Wabash Estates LLC which are pending approval from the existing lender and HUD to the assumption of the current financing. Pending the closing of these sales, the buyers are operating and managing these projects pursuant to the terms of interim management agreements under which the buyers are assuming operating risks.

² On March 19, 2025, the Debtors filed a motion to sell Senior Care Pharmacy to RNG BEH CN CL MG LLC [Docket No. 645]. As further described in that motion, the sale of the Senior Care Pharmacy to CH Arcadia Holdco, LLC previously approved by this Court has not closed. [Docket No. 502].

PRELIMINARY STATEMENT

21. These Chapter 11 Cases require consideration of complex issues. Ziegler was engaged by the Debtors to act as their financial advisor, to provide, primarily, the following professional services:³

- a. analyze and evaluate the business, operations and financial position of the Portfolio;
- b. with the Company's assistance, prepare materials suitable for distribution and presentation to a comprehensive group of qualified potential purchasers;
- c. populate, maintain, and utilize an online virtual data room for dissemination of information to potential purchasers, and update the data room for information requests from potential purchasers and pertinent new information;
- d. present the Company with specific acquisition proposals from qualified buyers, and assist the Company in the screening of interested prospective purchasers;
- e. assist the Company in evaluating proposals which are received from potential purchasers;
- f. assist the Company in structuring and negotiating the Sale;
- g. be available at the Company's request to meet with leadership and stakeholders to discuss the proposed Sale and its financial implications. In addition, Ziegler will participate in update calls with the Company and UMB Bank, National Association, as Bond trustee, and the holders of the Bonds, as appropriate, and at a mutually convenient time among the parties to provide updates on the affiliation and sale process.

**SUMMARY OF PROFESSIONAL COMPENSATION
AND REIMBURSEMENT OF EXPENSES REQUESTED**

22. Ziegler seeks interim allowance of fees for professional services rendered during the Second Interim Fee Period in the aggregate amount of \$1,340,963.00 and expenses in the

³ The summaries of the Engagement Agreement contained in this Application are provided for purposes of convenience only. The Engagement Agreement controls in the event of any inconsistency between the summaries contained in this application and the terms and provisions of the Engagement Agreement. Capitalized terms not otherwise defined herein have the meaning given to them in the Engagement Agreement.

amount of \$12,310.00. Ziegler requests payment, on an interim basis, of the net amount outstanding of \$6,000.00, which represents the total amount of fees and expenses less the amount paid to date.

23. During the Second Interim Fee Period, certain Monthly Progress Payments and Transaction Success Fees became payable to Ziegler pursuant to the terms of the Engagement Agreement, as modified by the Retention Order.

24. With respect to the Monthly Progress Payments, \$30,000.00 became payable to Ziegler on account of the November 2024 and December 2024 Monthly Progress Payments.⁴ Ziegler submitted monthly fee statements seeking payment for the November and December 2024 Monthly Progress Payments and to date, has received payment for 80% of the Monthly Progress Payments in the amount of \$24,000.00.

25. With respect to the Transaction Success Fees, \$1,379,963.00 in Transaction Success Fees became payable to Ziegler on account of the Closed Sales. A calculation of each of Transaction Success Fee is attached hereto as **Exhibit D**. In accordance with the Engagement Agreement, however, Monthly Progress Payments for the months of August, September, October, November and December 2024 (\$69,000 paid to date) are credited against the Transaction Success Fees. Accordingly, the net Transaction Success Fees are as follows: \$1,379,963.00 - \$69,000.00 = \$1,310,963.00.

26. To date, Ziegler has received payments on account of fees incurred during the Second Interim Fee Period in the total amount of \$1,334,963.00 and expenses incurred during the Second Interim Fee Period in the amount of \$12,310.00. Ziegler received provisional payments on account of the Transaction Success Fees in accordance with the amounts set forth in Ziegler's

⁴ At this time, Ziegler is not seeking payment for any other Monthly Progress Payments that may have come due during the Second Interim Fee Period.

Engagement Agreement. Ziegler was paid these fees provisionally and subject to Court approval of this Second Interim Fee Application.

27. As set forth in greater detail in the expense detail attached hereto as **Exhibit C**, Ziegler incurred \$12,310.00 of out-of-pocket expenses relating to its professional services during the Second Interim Fee Period. These charges were Zieglers' out-of-pocket costs paid to third parties related to this engagement, which costs are not incorporated into Zieglers' aggregate fees. Ziegler has maintained detailed records of actual and necessary expenses incurred during the Second Interim Fee Period. Ziegler respectfully submits that the expenses for which it seeks allowance during the Second Interim Fee Period are necessary and reasonable both in scope and amount.

28. To the extent that time or disbursement charges for services rendered or expenses incurred relate to the Second Interim Fee Period, but were not processed prior to the preparation of this Application, Ziegler reserves the right to request compensation for such services and reimbursement of such expenses in a future application.

29. There is no agreement or understanding between Ziegler and any other person, other than members of Ziegler, for the sharing of compensation to be received for services rendered in these Chapter 11 Cases.

30. The fees charged by Ziegler in these Chapter 11 Cases are billed in accordance with the procedures set forth in the Retention Application, in effect during the Second Interim Fee Period.

SUMMARY OF FINANCIAL SERVICES RENDERED

31. Since Ziegler was first engaged on July 16, 2024, Ziegler has worked diligently on the matters for which it was engaged and, as a result, is uniquely situated to advise the Debtors. The

Debtors chose Ziegler to act as their financial advisor because, *inter alia*, Ziegler specializes in the senior living, healthcare, and education sectors, as well as general municipal and structured finance.

32. Ziegler respectfully submits that its services throughout the Second Interim Fee Period warrant this Court's approval of its requested fees and expenses, including the payment of the 20% "hold-back" of certain fees sought in this Second Interim Application.

33. During the Second Interim Fee Period, Ziegler's work on behalf of the Debtors has been divided into six separate categories of work, as follows:

A. **Due Diligence, Analysis and Review.** Ziegler has expended considerable time and effort supporting and coordinating the due diligence performed by parties-in-interest. This included a review of operations, assets, employees and other matters, as well as corresponding liabilities, responding to due diligence information requests received from interested parties, analyzing and synthesizing information provided by the Debtors and managing a virtual data room. During the Second Interim Fee Period, Ziegler worked with management to provide financial and operational information to potential buyers to facilitate the submission of bids for specific facilities in addition to bids for the entire business.

B. **Asset Sale Discussions, Sale Process Outreach and Related Matters.** Ziegler continued discussions with potential buyers regarding the proposed asset purchase agreements, bid procedures and the bid process to facilitate the submission of qualified bids. During the Second Interim Fee Period, Ziegler analyzed post-petition bids received and facilitated meetings with management and other personnel of the Debtors. Ziegler also assisted with the negotiation and transaction documentation of the sales, in coordination with Debtors' counsel.

C. **Correspondence with Debtors and Debtors' Advisors.** Ziegler engaged in extensive correspondence and calls with the Debtors' management, counsel, and the Debtors' other

advisors in these Chapter 11 Cases, as well as significant preparations related to such communications. In addition, Ziegler provided periodic situational updates to the Debtors. During these updates, Ziegler reported on the status of the sale process, feedback from parties-in-interest, and the status of diligence and other process-related issues. Ziegler spent considerable time exploring and evaluating various potential outcomes and strategies for the sale process along with the Debtors' other advisors.

E. **Correspondence with Creditors and Creditors' Advisors.** Ziegler engaged in correspondence and calls with the Debtors' creditors, including the Committee and the lenders under the Debtors' debtor-in-possession financing facility and each of these creditors' advisors. Ziegler also engaged in discussions with the Committee regarding topics including: the structure of the sale and overbid process; discussion of the Debtors' business, investment merits/risks and broader industry dynamics; the bids received; recoveries to unsecured creditors; and other such matters pertaining to the Debtors' business.

F. **Administrative.** Ziegler expended time on case administration matters including, but not limited to, advising and assisting the Debtors with the execution of certain pertinent pieces of their overall strategy and related action plans, tracking expenses, and reviewing the Debtors' filings and new items pertaining to the same. Ziegler has also coordinated any such services performed at the Debtors' request with services of any other advisors and counsel, as appropriate, in an effort to avoid duplication of efforts.

STATEMENT OF ZIEGLER

34. The professional services and related expenses that are the subject of this Application were rendered and incurred in connection with this case, and in discharge of Ziegler's professional responsibilities as investment banker for the Debtors in these Chapter 11 Cases.

Ziegler's services have been substantial, necessary and beneficial to the Debtors in these Chapter 11 Cases Ziegler believes that the fees and expenses requested by this Application are reasonable and necessary given the variety and complexity of the issues involved in this case, the need to act or respond on an expedited basis to those issues and are contemplated by the Bankruptcy Code and this Court's Retention Order.

ACTUAL AND NECESSARY FEES AND EXPENSES OF ZIEGLER
THE REQUESTED COMPENSATION SHOULD BE ALLOWED

35. Section 328 of the Bankruptcy Code provides for interim compensation of professionals subject to the substantive standards of 11 U.S.C. § 330 to govern the Court's award of such compensation. See 11 U.S.C. § 328. Section 330 provides that a court may award a professional employed under 11 U.S.C § 328 "reasonable compensation for actual, necessary services rendered . . . and reimbursement for actual, necessary expenses." See 11 U.S.C. § 330(a)(1). Section 330 also sets forth the criteria for the award of such compensation and reimbursement:

In determining the amount of reasonable compensation to be awarded . . . , the court should consider the nature, the extent, and the value of such services, taking into account all relevant factors, including –

- (A) the time spent on such services;
- (B) the rates charged for such services;
- (C) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
- (D) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed;
- (E) with respect to a professional person, whether the person is board certified or otherwise has demonstrated skill and experience in the bankruptcy field; and
- (F) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title. 11 U.S.C. § 330(a)(3)

36. Here, Ziegler respectfully submits that the services for which it seeks compensation in this Application were, at the time rendered, believed to be necessary for, beneficial to, and in the best interests of, the Debtors. During the Second Interim Fee Period, Ziegler worked diligently to maximize the value of the Debtors' estates for the benefit of all stakeholders. The services rendered by Ziegler were consistently performed in a timely manner commensurate with the complexity, importance and nature of the issues involved.

37. Ziegler has a national reputation for its expertise and experience in financial and bankruptcy reorganizations and restructurings, and as noted above, the compensation is reasonable based on customary compensation charged by other practitioners in non-bankruptcy cases. Based on an application of the above factors and its compliance with the Local Guidelines, Ziegler respectfully submits that the compensation requested herein is reasonable in light of the nature, extent and value of such services to the Debtors and, accordingly, that approval of the compensation sought herein is warranted.

NOTICE

38. Notice of this Application has been provided in accordance with the Local Bankruptcy Rules and Local Guidelines.

CONCLUSION

WHEREFORE, Ziegler respectfully requests that the Court enter an order (i) awarding Ziegler interim allowance for fees and expenses for the Second Interim Fee Period in the aggregate amount of \$1,353,273.00; (ii) authorizing and directing the Debtors to pay Ziegler \$6,000.00, representing all unpaid amounts for the Second Interim Fee Period; and (iii) granting such other relief as is just and proper.

Dated: March 21, 2025

Respectfully submitted,

B.C. ZIEGLER AND COMPANY

/s/ Dan Revie

Dan Revie
Managing Director

*Financial Advisor to the Debtors and Debtors-
in-Possession*

FILED BY

/s/ Stephen O'Brien

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*Co-Counsel to the Debtors and Debtors-in-
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EXHIBIT A

CERTIFICATION OF DAN REVIE

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

In re:

MIDWEST CHRISTIAN VILLAGES, INC. *et al.*,¹

Debtors.

Chapter 11

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Jointly Administered

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CERTIFICATION OF DAN REVIE

I, Dan Revie, pursuant to 28 U.S.C. § 1746, certify as follows:

1. I am a Managing Director of B.C. Ziegler and Company (“Ziegler”), financial advisor to the Debtors, in the above-captioned matter. I submit this Certification in connection with the *Second Interim Fee Application of Ziegler as Financial Advisor to the Debtors for Allowance of Compensation for Professional Services Rendered and for Reimbursement of Actual and Necessary Expenses Incurred for the Period of November 1, 2024 through February 28, 2025* (the “Application”).

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2. In accordance with 18 U.S.C. § 155 and the Local Rules of this Court, neither I nor any member of my firm has entered into any agreement, written or oral, express or implied, with the Debtors, any creditor, or any other party in interest, or any attorney of such person, for the purpose of fixing the amount of any of the fees or other compensation to be allowed out of or paid from the assets of the Debtors.

3. In accordance with § 504 of the Bankruptcy Code, no agreement or understanding exists between me, my firm or any member thereof, on the one hand, and any other person, on the other hand, for the division of such compensation as my firm may receive from the Court herein, nor will any division of fees prohibited by § 504 of the Bankruptcy Code be made by me, or any member my firm.

4. I have reviewed the requirements of Local Rules 2016-1 and 2016-2 of the United States Bankruptcy Court for the Eastern District of Missouri and certify to the best of my knowledge and belief that this Application complies with Local Rules 2016-1 and 2016-2.

5. I certify, under penalty of perjury, that the foregoing statements made by me are true to the best of my knowledge, information, and belief.

Dated: March 21, 2025

/s/ Dan Revie
Dan Revie
Managing Director
B.C. Ziegler and Company

EXHIBIT B

B.C. ZIEGLER AND COMPANY PROFESSIONALS

- Dan Revie
- K. Nicholas Glaisner
- Dan Hermann
- Ryan Anders
- Michael McGinnis
- Sam Revie

EXHIBIT C

EXPENSE SUMMARY

Professional	Date	Amount	Expense Category	Expense Description
Acuity Knowledge Partners	5/30/2024	\$2,800.00	Deal	Offering Memorandum Prep
Real Capital Markets	5/30/2024	\$4,741.50	Deal	Data Room Expense
Ryan Anders	11/26/2024	\$56.10	Meals	Employee Meal
Ryan Anders	11/26/2024	\$32.36	Transportation	Taxi
Ryan Anders	11/26/2024	\$11.93	Transportation	Taxi
Ryan Anders	11/26/2024	\$18.45	Transportation	Taxi
Ryan Anders	11/26/2024	\$12.95	Transportation	Taxi
Ryan Anders	11/26/2024	\$65.00	Transportation	Train
Nick Glaisner	11/26/2024	\$88.72	Meals	Employee Meal
Nick Glaisner	11/26/2024	\$57.60	Transportation	Taxi
Nick Glaisner	11/26/2024	\$693.96	Transportation	Flight
Nick Glaisner	11/26/2024	\$771.97	Transportation	Flight
Nick Glaisner	11/26/2024	\$1,390.10	Lodging	Hotel Stays
Nick Glaisner	11/26/2024	\$76.95	Meals	Employee Meal
Nick Glaisner	11/26/2024	\$56.56	Transportation	Taxi
Dan Revie	11/29/2024	\$58.00	Transportation	Train
Dan Revie	11/29/2024	\$2.94	Meals	Employee Meal
Dan Revie	11/29/2024	\$16.48	Meals	Employee Meal
Dan Revie	11/29/2024	\$12.25	Transportation	Taxi
Dan Revie	11/29/2024	\$37.89	Transportation	Taxi
Real Capital Markets		\$1,308.00	Deal	Data Room Expense

EXHIBIT D

Debtor Facility	Buyer	Purchase Price	Entrance Fee		Aggregate Consideration	x 2% =	Transaction Fee
			+ Assumed	=			
Wabash Therapy	Sandra Bryant	\$ 750,000	\$ -	=	\$ 750,000		\$ 15,000
Iowa Missouri, Wabash	BEH Group	6,281,222	3,431,243	=	9,712,465		194,249.31
Forsyth	Arcadia	11,658,531	2,420,192	=	14,078,723		281,574.46
Springfield/Lincoln	Arcadia	100,085	2,049,915	=	2,150,000		43,000.00
Crown Point	Casa	22,650,000	306,967	=	22,956,967		459,139.34
Hoosier	CarDon	19,350,000	-	=	19,350,000		387,000.00
Total		\$ 60,789,837	\$ 8,208,318	=	\$ 68,998,155		\$ 1,379,963