

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:

MIDWEST CHRISTIAN VILLAGES, INC.
et al.,¹

Debtors.

Chapter 11

Case No. 24-42473-659

Jointly Administered

Re: Docket Nos. 11, 43, 60, 160, 309, 334,
370 and 544

NOTICE OF SECOND AMENDMENT TO DIP CREDIT AGREEMENT

PLEASE TAKE NOTICE THAT on July 16, 2024 the Debtors filed the *Motion for Interim and Final Orders (1) Authorizing the Debtors To Obtain Post-Petition Financing, (2) Authorizing Debtors In Possession to Use Cash Collateral, (3) Providing Adequate Protection, (4) Granting Liens, Security Interests and Superpriority Claims, and (5) Scheduling a Final Hearing (“DIP Motion”)*² [Docket No. 11].

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

PLEASE TAKE FURTHER NOTICE that on July 19, 2024, the Court entered the

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] and (xxi) Shawnee Christian Nursing Center, LLC [0068].

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



2442473250409000000000001

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. 60] (the “First Interim DIP Order”).

PLEASE TAKE FURTHER NOTICE that 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”).*

PLEASE TAKE FURTHER NOTICE that 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”).*

PLEASE TAKE FURTHER NOTICE that 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”).*

PLEASE TAKE FURTHER NOTICE that on September 27, 2024, the Court entered the *Final 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*; [Docket No. 370] (the “Final DIP Order”).

PLEASE TAKE FURTHER NOTICE THAT on December 30, 2024, the Debtors filed a *Notice of First Amendment to DIP Credit Agreement* [Docket No. 544].

PLEASE TAKE FURTHER NOTICE THAT attached hereto as **Exhibit A** is the *Second Amendment to Priming Superpriority Debtor-in-Possession Credit Agreement* (the “Second Amendment to DIP Credit Agreement”) extending the maturity date and amending certain other provisions requested by the Debtors.

PLEASE TAKE FURTHER NOTICE THAT this Second Amendment to DIP Credit Agreement has been shared with and approved by the Official Committee of Unsecured Creditors.

Dated: April 9, 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 (*pro hac vice* pending)
Samantha Ruben (*pro hac vice* pending)
Elysa Chew (*pro hac vice* pending)
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
elysa.chew@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

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

EXHIBIT A

Second Amendment to DIP Credit Agreement

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

THIS SECOND AMENDMENT TO PRIMING SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this “**Amendment**”) is entered into as of April 9, 2025 and made effective as of February 28, 2025, by and among Midwest Christian Villages, Inc., Hickory Point Christian Village, Inc., Lewis Memorial Christian Village, Inc., Senior Care Pharmacy Services, LLC, New Horizons PACE MO, LLC, Risen Son Christian Village, Spring River Christian Village, Inc., Christian Homes, Inc., Crown Point Christian Village, Inc., Hoosier Christian Village, Inc., Johnson Christian Village Care Center, LLC, River Birch Christian Village, LLC, Washington Village Estates, LLC, Christian Horizons Living, LLC, Wabash Christian Village Therapy and Medical Clinic, LLC, Wabash Christian Village Apartments, LLC, Wabash Estates, LLC, Safe Haven Hospice, LLC, Heartland Christian Village, LLC, Midwest Senior Ministries, Inc. and Shawnee Christian Nursing Center, LLC (collectively, the “**Debtors**”) and UMB Bank, N.A., in its capacity as Trustee (the “**DIP Lender**,” and together with the Debtors, the “**Parties**”).

I. RECITALS

A. Pursuant to that certain Priming Superpriority Debtor-in-Possession Credit Agreement made as of July 19, 2024 among the Parties, as amended by that certain First Amendment to Priming Superpriority Debtor-in-Possession Credit Agreement dated as of December 30, 2024 (as amended hereby and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**DIP Credit Agreement**”), the DIP Lender agreed to make loans, advances and other extensions of credit to the Debtors. Except as otherwise noted herein, capitalized terms used but not otherwise defined in this Amendment shall have the meanings set forth in the DIP Credit Agreement.

B. As of February 28, 2025, the Debtors have closed the sales of substantially all of the assets of the Obligated Group Members and have remitted the net proceeds of such sales to the DIP Lender for application to the obligations of the Debtors pursuant to the Final Order, the DIP Credit Agreement and the Pre-Petition Credit Agreements, as applicable.

C. Notwithstanding the sale of substantially all of the assets of the Obligated Group Members, the Debtors have a continuing need to use the DIP Lender’s cash collateral and for additional funding to finance the wind-down of the Debtors’ operations. The DIP Lender has agreed to allow the use of such cash collateral and to provide such additional funding on the terms and conditions set forth in the DIP Credit Agreement, as modified through this Second Amendment.

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

II. AMENDMENTS

The DIP Credit Agreement is hereby amended as follows:

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

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

“Maturity Date” means the earliest to occur of the date that is (a) June 15, 2025, (b) the confirmation of a Chapter 11 plan which becomes effective or (c) the dismissal of the Chapter 11 Cases.

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

“Remnant Assets” means all right, title and interest of the Debtors in and to any and all assets as of the date of entry into the Second Amendment to DIP Credit Agreement, including, without limitation, the “Assets” as defined in and as identified in the Debtors’ *Motion for Order Under 11 U.S.C. § 363 and 105(a) and Fed. R. Bankr. P. 2002,6004, 9006 and 9019 Establishing Procedures for Remaining Asset Sales* [Dkt. No. 623], but excluding amounts on deposit in the bank accounts of Washington Village Estates, LLC and Wabash Estates, LLC (together, the “SLFs,” and such bank accounts, the “SLF Accounts”) or reserves held by Lument Real Estate Capital, LLC or any affiliate thereof (the “SLF Reserves”) at the time of closing the sale of the SLFs; provided that amounts on deposit in the SLF Accounts and the SLF Reserves shall only constitute Remnant Assets to the extent that such amounts exceed the aggregate amounts of validated pre-petition claims of creditors of the SLFs, whether scheduled by the Debtors or set forth in timely-filed proofs of claim to which the Debtors have not objected, which claims shall be satisfied, *first*, from the SLF Accounts and, *second*, the SLF Reserves.

“Second Amendment to DIP Credit Agreement” means that certain Second Amendment to Priming Superpriority Debtor-in-Possession

Credit Agreement, effective as of February 28, 2025, among the Debtors and the DIP Lender.

“Wind-Down Borrowings” means an advance made hereunder following the Maturity Date.

C. A new Section 2.11 is hereby inserted in Article II of the DIP Credit Agreement:

2.11 Wind-Down Borrowings.

(a) The Debtors may request to borrow and the DIP Lender agrees to loan, subject to the terms and conditions hereof, Wind-Down Borrowings in an amount not to exceed \$2,000,000 in the aggregate to finance, in part, the costs to wind-down the Debtors' businesses and operations.

(b) The proceeds of the Wind-Down Borrowings shall be used by the Debtors, subject to and in accordance with the Budget, as amended or extended, solely for (i) working capital and general corporate purposes of the Debtors and (ii) bankruptcy-related costs and expenses, including, without limitation, the payment of wind-down and administrative expenses in the Chapter 11 Cases; provided, for the avoidance of doubt, that in the event of a dismissal of the Chapter 11 Cases, the Debtors may use the remaining proceeds of the Wind-Down Borrowings, if any, to satisfy outstanding post-dismissal expenses in accordance with the Budget. None of the proceeds of the Wind-Down Borrowings shall be used in connection with the investigation, initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the DIP Lender (whether in its capacity as DIP Lender, Master Trustee, Bond Trustee or in any other capacity), the beneficial owners of the Bonds, or any of their respective advisors, agents and sub-agents, including in connection with the validity of the DIP Liens granted to the DIP Lender, or the Liens granted to the Pre-Petition Secured Parties in the Pre-Petition Collateral arising under the Pre-Petition Credit Agreements

(c) The Wind-Down Borrowings shall be funded in accordance with the Borrowing Mechanics set forth in Section 2.2 hereof and shall otherwise be treated as DIP Loans. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary herein or in the Final Order:

(i) interest shall accrue on the Wind-Down Borrowings from the date of the disbursement of each Wind-Down Borrowing until the date of repayment at a simple rate per annum equal to 4.589%;

(ii) the obligation of the Debtors to repay the Wind-Down Borrowings shall be secured by DIP Liens upon the DIP Collateral; and

(iii) within two (2) Business Days following any disposition of DIP Collateral, the Debtors shall remit the net proceeds of such disposition to the DIP Lender for application to the repayment of the Wind-Down Borrowings or the Pre-Petition Obligations; *provided*, for the avoidance of doubt, that, pursuant to Section 9.14 hereof, the DIP Lender shall not be required to marshal the application of such net proceeds of the disposition of DIP Collateral.

(d) Notwithstanding anything to the contrary herein or in the Final Order, each Debtor and the DIP Lender hereby agree that, with respect to the Wind-Down Borrowings and security therefor:

(i) in the event of a dismissal of the Chapter 11 Cases, the Debtors shall transfer to the DIP Lender, in each case at the DIP Lender's election, (x) title to the Remnant Assets or (y) the right to receive the proceeds of the sales of such Remnant Assets, and upon such transfer the DIP Lender shall deem the Debtors' obligations with respect to the Wind-Down Borrowings to be fully satisfied;

(ii) from and after April 1, 2025, the obligation of the Debtors to make Adequate Protection Payments (as defined in the Final Order) shall be suspended indefinitely; and

(iii) amounts advanced as Wind-Down Borrowings shall not be considered 'dollar[s] advanced under the DIP Facility' for purposes of calculating the Roll-Up Obligations, as defined in and as set forth in the Final Order.

III. REPRESENTATIONS AND WARRANTIES

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

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

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

IV. PROVISIONS OF GENERAL APPLICATION

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

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

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

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

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

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

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

[Signature page follows.]

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

DEBTORS:

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

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

RISEN SON CHRISTIAN VILLAGE, an Iowa nonprofit corporation

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

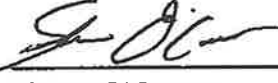
HOOSIER CHRISTIAN VILLAGE, INC., an Indiana nonprofit corporation

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

WASHINGTON VILLAGE ESTATES, LLC, an Illinois limited liability company

By: 
Shawn O'Conner
Chief Restructuring Officer

CHRISTIAN HORIZONS LIVING LLC, a Missouri limited liability company

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

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

By: 
Shawn O'Conner
Chief Restructuring Officer

DIP LENDER:

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

By: 

Name: Julie I. Becker

Title: Senior Vice President