

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. 399

**ORDER (I) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM  
THEIR OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT FOR THE  
CARMİ CLINIC, (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 the Carmi Clinic, (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"),<sup>1</sup> 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 Carmi Clinic free and clear of any and all Encumbrances, except for Assumed Liabilities (c) authorizing the assumption and assignment of the Assigned Contracts, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration;

<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion of the APA, as applicable.



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 November 6, 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 found the filing of the *Memorandum of Order Authorizing Sale Free and Clear of All Liens, Claims, and Encumbrances* (the “Memorandum of Sale Order”), substantially in the form attached hereto as **Exhibit 2**, in the real property records of the county of the Carmi Clinic is proper; 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 SB Properties LLC (the “Buyer”) as the highest or otherwise best offer for the Carmi Clinic; 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 Carmi Clinic; 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:<sup>2</sup>**

**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,

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<sup>2</sup> 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.

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 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 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 Carmi Clinic afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Carmi Clinic. 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 Carmi Clinic; (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 Carmi Clinic 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 Midwest Christian Villages, Inc. 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 Midwest Christian Villages, Inc. 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 Midwest Christian Villages, Inc. or any other Debtors. Neither the Buyer nor any of its affiliates are successors to Midwest Christian Villages, Inc. 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 Midwest Christian Villages, Inc. 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 Carmi Clinic. The Carmi Clinic 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 Carmi Clinic to the Buyer will be, as of the Closing Date, a legal, valid, and effective transfer of the Carmi Clinic, which transfer vests or will vest the Buyer with all right, title, and interest of the Debtors to the Carmi Clinic 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 Carmi Clinic, 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 Carmi Clinic 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 Carmi Clinic 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 Carmi Clinic 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 Carmi Clinic, attach to the net cash proceeds of the Purchase Price ultimately attributable to the Carmi Clinic 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 Assigned 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 Assigned 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 Assigned 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 Assigned 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 Assigned Contracts.

V. Under the circumstances, the Debtors have demonstrated that assuming and assigning the Assigned 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 Assigned 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 Assigned Contracts, and maximize the distribution to creditors of the Debtors.

W. The assignment of the Assigned 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 Assigned 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 the ordinary course of business, pursuant to § 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.

**THEREFORE, 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 for the Carmi Clinic 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 § 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 Assigned 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, including filing the Memorandum of Sale Order substantially in the form attached hereto as **Exhibit 2** in the real property records of the county of the Carmi Clinic, 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 Carmi Clinic, all counterparties to the Assigned Contracts, the Buyer, designees, successors, and assigns of the Buyer, the Carmi Clinic, and any trustees, examiners, or receivers, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon the conversion of any of the Debtors' cases to cases under chapter 7 under the Bankruptcy Code. 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 Carmi Clinic.**

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 Carmi Clinic 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 Carmi Clinic. Pursuant to §§ 105(a) and 363(f) of the Bankruptcy Code, other than Assumed Liabilities, the Carmi Clinic 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 Carmi Clinic 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 Exhibit 2 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 Carmi Clinic (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 Carmi Clinic, 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 Carmi Clinic. 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 Carmi Clinic is sold free and clear of any reclamation rights.

**IV. Assumption and Assignment of Assigned 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 Assigned 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 Assigned Contracts to the Buyer.

14. With respect to the Assigned Contracts: (a) the Seller may assume each of the Assigned Contracts in accordance with §365 of the Bankruptcy Code; (b) the Seller may assign each of the Assigned Contracts to the Buyer in accordance with §§ 363 and 365 of the Bankruptcy Code, and any provisions in any of the Assigned Contracts that prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned 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 Assigned Contract have been satisfied; and (d) the Assigned 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 Assigned 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 Assigned Contracts after such assumption and assignment to the Buyer.

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

17. Upon the Seller's assignment of the Assigned Contracts to the Buyer under the provisions of this Sale Order no counterparty to any Assigned 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 Assigned Contract. Each non-Debtor party to an Assigned 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 Assigned Contracts to the Buyer. Any provision in any Assigned Contract that purports to declare



a breach, default, or termination as a result of a change of control of the Carmi Clinic is hereby deemed unenforceable under § 365(f) of the Bankruptcy Code.

18. On the effective date of the assignment of any Assigned Contract, the Buyer shall be deemed to be substituted for the applicable Debtors as a party to the applicable Assigned Contracts and the applicable Debtors shall be relieved, pursuant to §365(k) of the Bankruptcy Code, from any further liability under the Assigned Contracts.

19. All counterparties to the Assigned 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 Assigned 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 Assigned 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 Carmi Clinic 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 Carmi Clinic 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. The Debtors shall instruct the title company to deposit the net proceeds after costs of sale with the DIP Lender for application to the DIP Obligations in accordance with the DIP Order and the DIP Loan Documents. Notwithstanding the foregoing, to the extent that the aggregate net proceeds of the sales of assets of the Debtors that are not subject to Pre-Petition Liens in favor of the Trustee exceeds the total amount of the DIP Obligations (inclusive, for the avoidance of doubt, of the Roll-Up Obligations), the Debtors shall not be required to turn such excess net proceeds over to the DIP Lender and such excess net proceeds shall instead be held by the Debtors pending further order of the Court.<sup>3</sup>

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<sup>3</sup> Capitalized terms used but not defined in this paragraph shall have the meanings given to such terms in the *Supplemental Final Order (1) Authorizing Debtors in Possession to Obtain Post-Petition Financing; (2) Authorizing Debtors in Possession to Use Cash Collateral; (3) Providing Adequate Protection; and (4) Granting Liens, Security Interests and Superpriority Claims* [Dkt. No. 377] (the “DIP Order”).

25. 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 upon its entry, any applicable stay of the effectiveness 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.

26. 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.

27. 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.

28. 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 Carmi Clinic 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 Carmi Clinic of any kind or nature whatsoever, attaching to the proceeds of the Sale (other than Assumed Liabilities as set forth in this Sale Order).

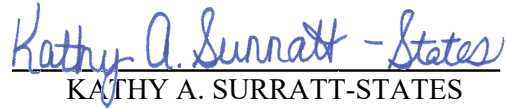
29. Notwithstanding the relief granted in this Sale Order and any actions taken pursuant to such relief, nothing in this Sale Order shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other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

30. 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.

31. 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.

32. The Bankruptcy Clerk is hereby authorized and instructed to issue a separate certified copy of just Exhibit No. 2, without the cover sheet for Exhibit No. 2, to any party so requesting the same for purposes of recordation of Exhibit No 2.

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

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

DATED: November 7, 2024  
St. Louis, Missouri  
jjh

**Order prepared by:**

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

**Exhibit 1**

**APA**

## **PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT (this “Agreement”), dated as of the Effective Date, is made and entered into by and between: (i) MIDWEST CHRISTIAN VILLAGES, INC., an Illinois not-for-profit corporation (“Seller”); and (ii) SB Properties LLC, an Illinois partnership between BRIAN BRYANT and SANDRA BRYANT, each an individual resident of the State of Illinois (and/or their assignee or nominee in accordance with Section 16(a) hereof, hereinafter referred to as “Buyer”).

1. Basic Information. All capitalized terms used in this Agreement shall have the meanings specified in the Basic Information, unless otherwise defined herein.

“Business Day” means any calendar day, which is not a Saturday, Sunday or legal holiday observed in the City of St. Louis, Missouri.

“Closing” means the event at which the purchase and sale transaction contemplated herein is consummated.

“Closing Date” means the date on which the Closing occurs, which date shall be no later than November 1, 2024.

“Commitment” means the title insurance commitment to be obtained by Buyer relative to the Property to be issued by the Title Company.

“Earnest Money” means Twenty Thousand and No/100 Dollars (\$20,000.00), and any interest earned thereon.

“Effective Date” means September 26, 2024.

“Permitted Exceptions” means the exceptions to Seller’s title to the Property listed in Schedule B of the Commitment; provided however, that no lien, mortgage, deed of trust, judgment lien, tax lien, vendor’s lien, mechanic’s lien or other lien, whether voluntary or involuntary, or any “requirement” in the Commitment, shall constitute a Permitted Exception.

“Property” means the real property located at 1112 Oak Street, Carmi, Illinois 62821, the Commitment legal description to govern, together with (i) all improvements, structures and fixtures situated on or attached to such real property, (ii) all and singular the rights and appurtenances pertaining to such real property, including any easements and private roads and rights of way; (iii) all right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way; (iv) any and all water, water rights, oil, mineral rights, gas or minerals lying within or which are appurtenant to such real property and any rights with respect thereto; (v) any and all leases and security deposits, if any; (vi) all tangible and intangible personal property owned by Seller and used in connection with the Property; (vii) all warranties or guaranties with respect to any portion of the Property; (viii) all licenses and permits related to the Property.

“Purchase Price” means Seven Hundred Fifty-One Thousand and No/100 Dollars (\$751,000.00). See Attachment A breakdown of sale price between real estate and personal property.

“Title Company” means Chicago Title Insurance Company, 10 South LaSalle Street, Suite 310, Chicago, Illinois 60603, Attn: Eric Anderson.



2. Purchase and Sale. In consideration of the Earnest Money, the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer agrees to purchase and acquire from Seller, and Seller agrees to sell and convey to Buyer or its designee, the Property (subject to Bankruptcy Court approval pursuant to Section 16 below and higher and better bids in accordance with the Bid and Sale Procedure Order).

3. Purchase Price. Buyer agrees to pay and Seller agrees to accept payment of the Purchase Price on the Closing Date, plus or minus prorations, by wire transfer of good funds delivered first to the Title Company, in escrow, and then by the Title Company to Seller. The Purchase Price shall be adjusted at Closing by prorations made in accordance with this Agreement.

4. Earnest Money. Within five (5) days following the later to occur of the Effective Date or the date that this Agreement is fully signed by all parties, Buyer shall deposit the Earnest Money at the Title Company. The Title Company shall hold the Earnest Money for the mutual benefit of the parties. At Closing, the Title Company shall pay the Earnest Money to Seller and such payment shall be credited against the Purchase Price payable by Buyer hereunder on the Closing Statement (as defined below).<sup>1</sup>

5. Seller's Deliveries. To the extent that Seller has not already done so, within five (5) days after the Effective Date, Seller shall deliver or cause to be delivered to Buyer, correct and complete copies of the following (but only to the extent in Seller's possession or control), with respect to the Property (collectively, the "Seller's Deliveries"): (a) all leases or occupancy agreements with the current tenants of the Property, if any; (b) any inventory of any personal property included in the sale contemplated herein; (c) title insurance policies, deeds, plats, and title exceptions and instruments affecting title or creating or granting any interest therein, or conveying the same, and similar documents; (d) a land survey; and (e) a Phase I environmental study. If Seller does not deliver any such item within the time required herein, then Seller shall be deemed to have represented and warranted to Buyer that Seller does not have any such item in its possession or control.

6. Affirmative Covenants of Seller. Seller agrees as follows:

(a) Maintenance. From and after the date hereof, Seller shall operate, maintain and manage the Property in the same manner as operated, maintained and managed heretofore, subject to applicable limitations and requirements of the Bankruptcy Code; provided however, that Seller shall not, without the prior written consent of Buyer, enter into or amend any transaction in respect to or affecting the Property, suffer the creation of any new title exception affecting the Property, enter into or amend any lease, mortgage, easement, construction contract or other contract affecting all or any portion of the Property or the development thereof, grade or otherwise improve the Property, or commit or permit any waste to the Property.

(b) No New Title Exceptions. Seller shall not create or permit the creation of any exception to title, and if any such exceptions arise, then Seller shall cause the same to be released as encumbrances against the Property prior to Closing. Seller shall cause any and all mortgages, deeds of trust and leases to be terminated and released at or prior to the Closing in a manner acceptable to Buyer. If Seller breaches any of the agreements in this paragraph, Buyer shall have the right to cause the same to be paid and satisfied in full at Seller's expense.

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<sup>1</sup> Revise if any portion of the Earnest Money has been received (i.e. acknowledge receipt of \$XXX of the Earnest Money with the requirement to deposit the remaining amount as provided in this section).

(c) Inspection Right. Seller shall permit, and hereby grants to Buyer and its representatives, agents, employees, surveyors, contractors, appraisers, invitees, engineers and others designated by Buyer access to and entry upon the Property and the improvements thereon to inspect, measure and test the Property. Buyer shall, at its expense, repair any damage to the Property caused by Buyer's inspection or testing thereof. Seller agrees to promptly respond to any requests for information relating to the Property and the use thereof which may be made by Buyer or its consultants.

(d) Condition of Title. Seller shall terminate or release prior to Closing any lien, mortgage, deed of trust, judgment lien, tax lien, vendor's lien, mechanic's lien or other lien whether voluntary or involuntary affecting the Property, and shall satisfy any "requirement" in the Commitment which may be satisfied by Seller.

7. Representations and Warranties of Seller. To induce Buyer to execute, deliver and perform this Agreement, Seller hereby represents and warrants to Buyer on and as of the date hereof and on and as of the Closing Date as follows:

(a) The undersigned possesses the full right to execute and deliver and perform the terms of this Agreement, subject to requisite approvals of the Bankruptcy Court, on behalf of Seller without the necessity of obtaining consent of any person not a signatory to this Agreement and the same constitutes the legal, valid and binding obligation of Seller and is enforceable in accordance with the terms hereof.

(b) Seller is the sole owner of the Property, title is vested in Seller individually and Seller has good and marketable title to the Property, subject to requisite approvals of the Bankruptcy Court, free and clear of liens, security interests, encumbrances, leases, occupancy agreements, options, rights of first refusal and restrictions of every kind and description except the Permitted Exceptions and except for liens pursuant to indebtedness for borrowed money which Seller will cause to be discharged at or prior to Closing.

Seller shall notify Buyer if any of Seller's representations under this Agreement are or become untrue immediately upon Seller's discovery thereof. Buyer's obligation to close under this Agreement is expressly conditioned upon all of the foregoing representations and warranties being true and correct as of the Closing Date.

8. Conditions to Closing.

(a) Buyer's obligation to complete the Closing contemplated herein is conditioned upon each of the following:

(i) all representations and warranties of Seller pursuant to Section 7 shall be true and correct in all respects as of Closing;

(ii) Seller shall have observed and performed all of Seller's covenants and obligations pursuant to Section 6;

(iii) title to the Property shall be subject only to the Permitted Exceptions as of Closing;

(iv) 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;

(v) Seller shall have executed and delivered all documents and instruments required herewith as of Closing; and

(vi) There has been no material adverse change to the Property or any leases or any matter affecting the Property following the Effective Date.

(b) Seller's obligation to complete the Closing contemplated herein is conditioned upon the Buyer having delivered to the Title Company pursuant to escrow instructions consistent with this Agreement (i) the Purchase Price in the form called for herein; (ii) the documents required to be executed and delivered by Buyer at Closing; and (iii) 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.

9. Closing and Possession.

(a) The transaction contemplated hereby shall close on the Closing Date at the offices of the Title Company; provided that Buyer may designate a date for Closing prior thereto upon the delivery of written notice thereof given to Seller not less than two (2) Business Days prior to the desired date of Closing. A party to this Agreement will not be required to be present in person at such Closing if such party has delivered all of the items it is required to deliver at the Closing to the Title Company on or before the Closing; provided however, that if such items have been delivered to the Title Company with escrow instructions, such instructions must be consistent with the provisions of this Agreement. If any such instructions conflict with the provisions of this Agreement, the provisions of this Agreement shall govern.

(b) At Closing, Seller shall execute (where necessary) and deliver to Buyer the following:

(i) a quit claim deed conveying to Buyer or its designee title to the Property; subject only to the Permitted Exceptions,

(ii) a seller's or owner's title affidavit, as required by the Title Company;

(iii) a FIRPTA affidavit certifying that the Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as amended;

(iv) such other releases, terminations, affidavits, bills of sale, assignments and conveyance documents as may be required pursuant to the Commitment;

(v) such other certifications and confirmations as may be reasonably required by the Title Company to insure over any liens or encumbrances affecting the Property, and the standard exceptions contained in an ALTA owner's policy of title insurance;

(vi) evidence of Seller's authority to consummate the transactions herein;

(vii) sole possession of the Property; and

(viii) the Closing Statement.

(c) At Closing, Buyer shall execute (where necessary) and deliver to Seller the following:

(i) the Purchase Price, subject to the credits and adjustments shown on the Closing Statement; and

(ii) the Closing Statement.

10. Prorations.

(a) Buyer shall receive a credit against the Purchase Price for the amount of current real estate and personal property taxes levied against the Property, if any, which are unpaid as of the Closing Date and which are allocable to the period prior to and including the Closing Date (based on the actual number of days elapsed in a year over the total number of days in such year), the amount of such credit to be determined on the basis of the current tax bills for the Property or, if the same are not available on the day of the Closing, the most recent ascertainable assessed value and tax rate, with the parties agreeing to re-prorate said taxes upon the receipt of the actual tax bills for the Property. Seller shall be responsible for paying the real estate taxes for all periods prior to the tax year in which the Closing occurs out of Seller's own funds and Seller shall provide evidence of the payment thereof at or prior to the Closing Date.

(b) Other items customarily adjusted upon the sale of a property similar to the Property shall be adjusted by the parties. Seller and Buyer shall diligently attempt to determine the exact amounts of prorations and adjustments prior to or at Closing; provided however, the parties acknowledge that exact amounts may not be available at Closing and agree to re-prorate such items following Closing based upon final bills or statements.

(c) Buyer and Seller agree that the Title Company shall be the "reporting person" relative to the transaction contemplated herein for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

11. Expenses.

(a) Buyer shall pay for: (i) all costs of Buyer's inspection of the Property; (ii) the cost of any title policy endorsements as well as all other title policy charges (except as set forth in Section 11(b)(iii) below); (iii) one half (1/2) of the Closing or escrow fees of the Title Company; (iv) the fees and expenses of Buyer's counsel; and (v) any other costs and expenses to be paid by Buyer pursuant to the other provisions of this Agreement.

(b) Seller shall pay for: (i) the fees and expenses of Seller's counsel; (ii) one half (1/2) of the Closing or escrow fees of the Title Company; (iii) the premium for Buyer's owner's title insurance policy; (iv) any and all transfer taxes, deed stamps or other taxes due in connection with the sale or conveyance of the Property contemplated herein; and (v) the costs of recording and/or filing any releases relating to any liens against Seller's interest in the Property.

12. Brokerage. Except for B.C. Ziegler & Co., for which Sellers shall be responsible, the parties represent and warrant to one another that they have not dealt with any broker in connection with the transaction herein described. Each party hereby agrees to indemnify, defend and hold the other harmless from and against any and all claims, causes of action, losses, damages, liabilities, judgments, settlements

and expenses (including, without limitation, attorneys' fees) that the other may sustain or incur by reason of its breach of the foregoing representation and warranty.

13. Casualty or Condemnation. Seller shall bear all risk of loss or damage to the Property prior to Closing and shall insure the Property against loss by vandalism, fire or other casualty in an amount not less than the full replacement value thereof. If the improvements on the Property are destroyed or substantially damaged by fire or other casualty, or if the Property or any portion thereof shall be taken by eminent domain, or if condemnation proceedings be instituted with respect to the Property, Buyer shall have the option, by delivery of written notice to Seller within thirty (30) days after receipt of notice of such event, of terminating this Agreement or closing the transaction contemplated herein. If Buyer elects to terminate this Agreement pursuant to this Section 13, then the Earnest Money shall be returned to Buyer. If Buyer elects to close the transaction contemplated herein, Seller shall assign to Buyer its rights to receive such insurance proceeds or condemnation awards and shall pay to Buyer any deductible, and the Property shall be transferred subject to such loss or condemnation. Seller shall not settle any proceeding or adjust any loss without the Buyer's consent.

14. Default.

(a) If Buyer defaults in the performance of its obligations hereunder and Seller is not then in default in the performance of its obligations hereunder, then the Earnest Money shall be paid to Seller as Seller's sole and liquidated damages for Buyer's default, it being agreed that the receipt thereof shall be Seller's sole and exclusive remedy for any such default (any right of Seller to specific performance or other equitable remedy being expressly waived), and Buyer shall have no further obligation or liability to Seller hereunder by reason thereof. In no event shall Buyer be liable to Seller for any actual, punitive, speculative, consequential or other damages of any kind.

(b) If Seller defaults in the performance of its obligations hereunder or breaches any covenant, representation or warranty, or if the conditions to Closing in Section 8(a) are not satisfied as of the Closing Date, then Buyer shall have the right, at Buyer's option, to (i) terminate this Agreement by the delivery of notice thereof to Seller, in which event Buyer shall be entitled to receive a refund of the Earnest Money and recover from Seller all of Buyer's losses, damages and expenses suffered by Buyer as a result thereof, or (ii) exercise any other right or remedy available under applicable law as a result of such default including, without limitation, the right to specifically enforce Seller's obligations under this Agreement. In addition to the foregoing, if Seller does not perform its obligations under this Agreement prior to Closing, Buyer shall be entitled to withhold an amount from the proceeds due Seller at Closing reasonably estimated by Buyer to be the cost of satisfying such obligations, and such amounts shall be paid to Buyer to reimburse Buyer for costs incurred in satisfying such obligations; provided however, that Seller's liability shall not be limited to amounts withheld hereunder.

15. Bankruptcy.

(a) On July 9, 2024 (the "Petition Date"), 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"). The Seller in the Bankruptcy Case continues to own and operate the Property during the pendency of the Bankruptcy Case as a debtor in possession under and pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. Notwithstanding anything to the contrary contained herein, 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: (a) the Order of the Bankruptcy Court (including all schedules thereto) approving the Bid and Sale Procedures Order entered on July 29, 2024 [Dkt. No. 102], including those procedures granting Buyer the protections and benefits set forth in such Order (the “Bid and Sale Procedures Order”) and; (b) an Order of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Code, 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 any assumed contracts in connection therewith and as a part thereof (the “Sale Order”) entered by the Bankruptcy Court pursuant to Sections 105(a), 363, 365 and other applicable provisions of the Bankruptcy Code.

(b) Seller shall comply with all of its 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 of Civil Procedure and any local or other rules that applicable to the Bankruptcy Court (the “Bankruptcy Rules”) in connection with obtaining approval of the sale of the Property 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 the Property, (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 all permits, licenses, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities, 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) After the Closing Date, Seller shall be released from any further liability under any and all contracts assumed by Buyer as provided for under Section 365(k) of the Bankruptcy Code. Buyer shall assume all obligations from and after the Closing Date under such 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), and to provide adequate assurance of future performance under such contracts.

16. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon the parties and their heirs, respective successors and assigns. Buyer may assign its rights and delegate its obligations hereunder, without Seller’s consent.

(b) Counterparts and Facsimile Execution. This Agreement may be executed by facsimile or .pdf e-mail and in counterparts, in which such case, such faxed or e-mailed signatures shall be deemed originals and all such counterparts, when taken together, shall be deemed a single instrument.

(c) Survival. All representations, warranties, covenants, agreements and obligations of the parties hereto shall, notwithstanding any investigation made by any party hereto, survive Closing and the same shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

(d) Notices. Any notice or demand which either party may or must give to the other hereunder shall be in writing and sent to such party who is entitled to receive such notice at such party's address or e-mail address as set forth below (which such address or e-mail address may be changed by the giving of notice to the other party in accordance with the terms hereof):

If to Seller:

Midwest Christian Villages, Inc.  
c/o Christian Horizons  
Attn: Kate Bertram, President and Shawn  
O'Conner, CRO  
Two City Place Drive, 2nd Floor  
St. Louis, Missouri 63141  
Email: kbertram@chliving.org  
sconner@hcmpllc.com

With a copy to:

Dentons US LLP  
Attn: Thomas Vandiver  
101 South Hanley, Suite 600  
St. Louis, Missouri 63105  
Email: thomas.vandiver@dentons.com

If to Buyer:

Brian and Sandra Bryant  
1200 Country Road 1100 N  
Carmi, Illinois 62821  
E-mail: sgbryant1200@gmail.com

Such notice shall be deemed to have been given and received and to be effective for the commencement of any time period which commences or expires with the giving or receiving of notice as follows: (i) on the day which such notice is sent by e-mail and the notice is also sent, at sender's cost, by overnight delivery with a nationally recognized overnight courier service; (ii) on the day after the sender or giver of the notice deposits at sender's cost such notice for overnight delivery with a nationally recognized overnight courier service, specifying next day delivery; or (iii) on the third day after sender or giver of the notice deposits at sender's cost such notice in the U.S. Mail, and such notice is sent certified, return receipt requested, or (iv) on the day of hand delivery.

(e) Time. Time is of the essence with respect to the performance of each of the covenants and agreements under this Agreement. If the date for performance of any act hereunder, or if the date of expiration of time period hereunder, falls on a Saturday, Sunday or legal holiday observed in the City of St. Louis, Missouri, then the time for performance thereof, or the date of expiration of time period thereof, shall be deemed extended to the next successive Business Day.

(f) Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either party. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same

as if such words had been fully and properly written in the correct number and gender. The captions and the sections of this Agreement are inserted only as a matter of convenience and for reference and in no way confine, limit or describe the scope or intent of any section of this Agreement, nor in any way affect this Agreement.

(g) Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(h) Integration. This Agreement represents the entire agreement between the parties concerning the subject matter hereof and all prior negotiations and oral or written communications between the parties concerning the subject matter hereof are merged into and integrated into this Agreement and superseded hereby.

(i) Further Assurances. The parties hereto agree, from time to time, to execute, deliver and furnish, or cause to be executed, delivered and furnished, such documents as may be reasonably necessary to fully consummate and effectuate the transactions contemplated under this Agreement.

(j) Amendment and Waiver. No provision of this Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought, and any such amendment is subject to any requisite approval by the Bankruptcy Court. No waiver of any term, provision, breach or default hereunder shall constitute or be construed as a waiver by any party of any other term or provision hereof or any prior or subsequent breach or default or of any breach or default of any other provisions of this Agreement.

(k) Attorney's Fees. In the event of any dispute or litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses including reasonable attorneys' and legal fees and expenses.

(l) Governing Law. 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.

(m) Waiver of Jury Trial. **EACH PARTY (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES AND RELINQUISHES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED, OR WHICH MAY IN THE FUTURE BE DELIVERED, IN CONNECTION WITH THIS AGREEMENT, OR (b) ARISING FROM ANY RELATIONSHIP BETWEEN THE PARTIES EXISTING IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**



(n) Venue. Any litigation arising hereunder, shall be subject to the jurisdiction of any state or federal court located in the State of Missouri, and venue shall be in the United States District Court for the Eastern District of Missouri if in Federal Court, or in the Circuit Court of the State of Missouri in the City of St. Louis County if in State Court.

(o) PATRIOT Act. Each party represents to the other, and covenants that during the term of this Agreement, that such party and its Affiliates (1) are not and will not be in violation of Executive Order No. 13224, 66 Fed. Reg. 49,079 (September 23, 2001) (the “Executive Order”), the USA PATRIOT Act, Pub. L. No. 107-56, 115 Stat. 272 (2001), or the USA PATRIOT Improvement and Reauthorization Act of 2005, Pub. L. No. 109-177, 120 Stat. 192 (2005) (collectively, “Antiterrorism Laws”), and (2) are not and will not be listed as a “Prohibited Person”, “Specially Designated Nation” or otherwise blocked person on any list promulgated or maintained under any of the Antiterrorism Laws. As used herein, “Affiliate” means any person that, directly or indirectly, through one or more intermediaries, controls a party, or which is controlled by or is under common control with such party.

(p) Authority. Each of the undersigned parties represent and warrant to the other party that each such party is authorized to execute, deliver and perform the terms of this Agreement without the consent of any third party not obtained, except as provided in Section 15 (Bankruptcy) above.

(q) Confidentiality. It is understood by the parties hereto that the information, documents, and instruments delivered to Buyer by the applicable Seller and its agents and the information, documents and instruments delivered to the applicable 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 16(q), 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.

(r) Public Announcements. Unless otherwise required by applicable laws (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.

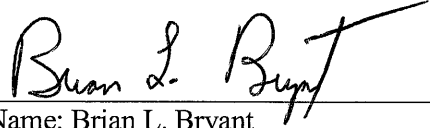
**[Remainder of page intentionally blank]**

IN WITNESS WHEREOF this Agreement is executed as of the Effective Date as defined above.

**BUYER:**

SB Properties LLC

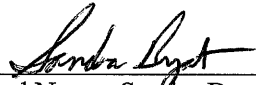
By: \_\_\_\_\_



Printed Name: Brian L. Bryant

Title: Owner

By: \_\_\_\_\_

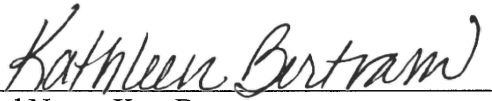


Printed Name: Sandra Bryant

Title: Owner

**SELLER:**

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

By:   
Printed Name: Kate Bertram  
Title: President and Chief Executive Officer

**Exhibit 2**

**Memorandum of Order Authorizing Sale Free and Clear of All  
Liens, Claims, and Encumbrances**

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. 399

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**MEMORANDUM OF ORDER AUTHORIZING SALE FREE AND CLEAR OF ALL  
LIENS, CLAIMS AND ENCUMBRANCES**

On July 16, 2024, each of the above-captioned Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

On October 15, 2024, the Debtors filed a *Motion for Entry of an Order (I) Authorizing the Debtors to Enter into and Perform their Obligations Under the Asset Purchase Agreement for the Carmi Clinic, (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”).<sup>1</sup>

On November 7, 2024, the United States Bankruptcy Court for the Eastern District of Missouri entered an order (the “Sale Order”) approving the Motion for the sale of the real property located at 1112 Oak Street, Carmi, Illinois 62821 and related assets further described in the Motion (together, the “Carmi Clinic”) from Debtor Midwest Christian Villages, Inc. (the “Seller”) to SB Properties LLC (the “Buyer”).

Among other things, the Sale Order approved the sale of the Carmi Clinic free and clear of any liens, claims, and encumbrances, other than Assumed Liabilities. The Sale Order approved the Debtors’ entry into and performance under the APA, substantially in the form attached as **Exhibit 1** to the Sale Order. The Sale Order also approved the assumption and assignment of the Assigned Contracts. The Motion, Sale Order and other filings in the bankruptcy cases can be accessed at <https://veritaglobal.net/mcv>, the website established by Verita for the Debtors’ chapter 11 cases.

The Sale Order moreover approved the filing of this Memorandum of Order Authorizing Sale Free and Clear of All Liens, Claims, and Encumbrances as notice to all parties of the nature

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion or the APA, as applicable.

of the sale. The legal description of the real property being sold pursuant to the Sale Order is as follows:

Legal Description

Wabash Christian Therapy – White County, Illinois

PARCEL 1:

LOT 12 AND A PART OF LOT 13 OF GRIFFITH'S SECOND ADDITION TO THE CITY OF CARMI, WHITE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 33 DEGREES 26 MINUTES 36 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 12, 159.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 56 DEGREES 33 MINUTES 24 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 12, 93.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 12; THENCE SOUTH 46 DEGREES 31 MINUTES 11 SECONDS WEST, ALONG THE NORTH LINE OF A TRACT OF LAND DESCRIBED AS AN EXCEPTION IN PARAGRAPH 2 OF A DEED RECORDED IN VOLUME 362 OF DEEDS ON PAGE 16 AND 17 OF THE OFFICE OF THE WHITE COUNTY CLERK, 65.13 FEET; THENCE SOUTH 33 DEGREES 26 MINUTES 36 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID LOT 12, 147.65 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE HIGHWAY ROUTE 14; THENCE NORTH 56 DEGREES 33 MINUTES 24 SECONDS EAST, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE HIGHWAY ROUTE 14, 64.13 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE CONTINUING NORTH 56 DEGREES 33 MINUTES 24 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 12, 93.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PART OF BLOCK "E" OF CREBS & CONGER'S SUBDIVISION OF PARTS OF SECTIONS 13, 14 AND 23, TOWNSHIP 5 SOUTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WHITE COUNTY, ILLINOIS, AS PER PLAT RECORDED IN BOOK 26 OF DEEDS, PAGE 387, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF OAK STREET 2006 1/2 FEET SOUTHWESTERLY OF THE SOUTHEAST CORNER OF SAID BLOCK "E" AND RUNNING THENCE EASTERLY ALONG THE NORTHERLY SIDE OF OAK STREET 68 FEET TO A STAKE, THENCE IN AN NORTHWESTERLY DIRECTION AT RIGHT ANGLES TO SAID OAK STREET 200 FEET, THENCE WESTERLY PARALLEL WITH SAID OAK STREET 68 FEET, THENCE IN A SOUTHEASTERLY DIRECTION 200 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART OF SAID TRACT CONVEYED TO THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES.

PARCEL 3:

A PART OF BLOCK "E" OF CREBS & CONGER'S SUBDIVISION OF PARTS OF SECTIONS 13, 14 AND 23, TOWNSHIP 5 SOUTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WHITE COUNTY, ILLINOIS, AS PER PLAT RECORDED IN BOOK 26 OF DEEDS, PAGE 387, IN THE RECORDER'S OFFICE OF WHITE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF OAK STREET 1938 1/2 FEET SOUTHWESTERLY OF THE SOUTHEAST CORNER OF SAID BLOCK "E", THENCE EASTERLY ALONG THE NORTHERLY SIDE OF OAK STREET 40 FEET, THENCE IN A NORTHWESTERLY DIRECTION AT RIGHT ANGLES TO SAID OAK STREET 200 FEET, THENCE WEST PARALLEL TO SAID OAK STREET 40 FEET, THENCE IN A SOUTHEASTERLY DIRECTION 200 FEET TO THE PLACE OF BEGINNING, EXCEPT RIGHT OF WAY TO STATE OF ILLINOIS.

EXCEPT ANY INTEREST IN THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE LAND WHICH HAVE BEEN HERETOFORE CONVEYED OR RESERVED IN PRIOR CONVEYANCES, AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS, IF ANY.

For APN/Parcel ID(s): 13-14-455-021, 13-14-455-005, 13-14-455-007 and 13-14-455-008ALS, IF ANY.