

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re: § Chapter 11
§ Case No. 24-42473-659
MIDWEST CHRISTIAN VILLAGES, §
INC. et al,1 § Jointly Administered
§
Debtors. § Re: Docket Nos. 13, 159, 479 and 502
§
§

NOTICE OF FILING OF AMENDMENT TO AMENDED
AND RESTATED ASSET PURCHASE AGREEMENT BETWEEN SENIOR CARE
PHARMACY SERVICES LLC AND CH ARCADIA HOLDCO, LLC

PLEASE TAKE NOTICE that on July 16, 2024, Debtors filed the Motion For The Entry
of: (A) An Order: (1) Approving Auction Sale Format and Bidding Procedures; (2) Approving
Process For Discretionary Selection of Stalking Horse Bidder and Bid Protections; (3) Approving
Form of Notice To Be Provided To Interested Parties; (4) Scheduling A Court Hearing To
Consider Approval of The Sale To The Highest and Best Bidder; and (5) Approving Procedures
Related To The Assumption of Certain Executory Contracts and Unexpired Leases; and (B) An
Order Authorizing The Sale of Property Free and Clear of All Claims, Liens And Encumbrances
(the "Sale Motion") [Docket No. 13], which the Court granted on a final basis [Docket No. 159]
(the "Bid and Sale Procedures Order").

PLEASE TAKE FURTHER NOTICE that on November 12, 2024 at 10:00 a.m. (CT),
pursuant to the Bid and Sale Procedures Order, the Debtors conducted the Auction with respect to
the Debtors' Assets at Dentons US LLP, 233 S. Wacker Drive, Suite 5900, Chicago, IL 60606.

1 The address of the Debtors headquarters is 2 Cityplace Dr, Suite 200, Saint Louis, MO 63141-7390. The last four
digits of the Debtors' federal tax identification numbers are: (i) Midwest Christian Villages, Inc. [5009], (ii) Hickory
Point Christian Village, Inc. [7659], (iii) Lewis Memorial Christian Village [3104], (iv) Senior Care Pharmacy
Services, LLC [1176], (v) New Horizons PACE MO, LLC [4745], (vi) Risen Son Christian Village [9738], (vii)
Spring River Christian Village, Inc. [1462], (viii) Christian Homes, Inc. [1562], (ix) Crown Point Christian Village,
Inc. [4614], (x) Hoosier Christian Village, Inc. [3749], (xi) Johnson Christian Village Care Center, LLC [8262], (xii)
River Birch Christian Village, LLC [7232], (xiii) Washington Village Estates, LLC [9088], (xiv) Christian Horizons
Living, LLC [4871], (xv) Wabash Christian Therapy and Medical Clinic, LLC [2894], (xvi) Wabash Christian Village
Apartments, LLC [8352],(xvii) Wabash Estates, LLC [8743], (xviii) Safe Haven Hospice, LLC [6886], (xix) Heartland
Christian Village, LLC [0196], (xx) Midwest Senior Ministries, Inc. [3401]; (xxi) Shawnee Christian Nursing Center,
LLC [0068]; and (xxii) Safe Haven Hospice, LLC [6886].



PLEASE TAKE FURTHER NOTICE that on November 21, 2024, the Debtors filed the *Designation of CH Arcadia Related Entities as Winning Bidder for all Four Illinois Market Rate Facilities and the Pharmacy Assets* [Docket No. 479].

PLEASE TAKE FURTHER NOTICE that on November 22, 2024, the Court held a final Hearing on the Sale Motion and approved the Asset Purchase Agreements Between The Debtors and CH Arcadia Holdco LLC.

PLEASE TAKE FURTHER NOTICE that on November 27, 2024, the Court entered the *Order Approving The Asset Purchase Agreements Between the Debtors and CH Arcadia Authorizing The Sale of Substantially All of The Assets of The 4 Illinois Market Rate Facilities and The Pharmacy Assets* [Docket No. 502].

PLEASE TAKE FURTHER NOTICE that on January 31, 2025, CH Arcadia or its nominees closed the acquisition of the assets of the 4 Illinois Market Rate Facilities pursuant to separate Asset Purchase Agreements from the Pharmacy APA. The Pharmacy acquisition is now closing on a separate timetable as set forth in the attached Amendment.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit A** is the Amendment to the Amended and Restated Asset Purchase Agreement by an among Senior Care Pharmacy Services LLC as Seller and CH Arcadia Holdco, LLC as Buyer. The Buyer may take title to the assets through a nominee.

Dated: February 3, 2025
St. Louis, Missouri

Respectfully submitted,

DENTONS US LLP
/s/ Stephen O'Brien

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– and –

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

Exhibit A

Amendment to Pharmacy APA

[See Attached]

AMENDMENT TO AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AMENDMENT TO AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this “*Amendment*”) is made as of the 31st day of January, 2025, by and among Senior Care Pharmacy Services LLC, an Illinois limited liability company (the “*Seller*”), and CH Arcadia Holdco, LLC, an Illinois limited liability company (the “*Buyer*”).

RECITALS:

A. By that certain Amended and Restated Asset Purchase Agreement dated November 15, 2024 (as amended, the “*APA*”) by and between Seller and Buyer, Seller agreed to sell to Buyer that certain pharmacy located in Illinois, as more particularly described in the APA (the “*Facility*”).

B. Affiliates of Seller and Affiliates of Buyer closed on those transactions contemplated under the Other Purchase Agreements, as more particularly described in the APA.

C. Buyer and Seller acknowledge that the transactions contemplated under the Other Purchase Agreements pertain to the acquisition of skilled nursing, assisted living, and independent living facilities (“*Other Facilities*”), and accordingly, certain terms, provisions, and references set forth in the APA were drafted in contemplation of the Other Facilities and are not applicable to the sale of the Facility.

D. Buyer and Seller desire to amend the APA as more particularly set forth herein.

E. Unless otherwise provided herein, all capitalized words and terms used in this Amendment shall have the same meanings ascribed to such words and terms as in the APA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Definitions.

(a) “*Outside Closing Date*” means March 1, 2025, unless extended by mutual agreement of the Buyer and the Seller.

2. Section 2.06 of the APA is hereby deleted in its entirety and replaced with the following:

“Payment of Purchase Price; Escrow Deposit. Buyer shall make the following payments on account of the Purchase Price:

(a) Buyer has previously delivered to Escrow Agent an earnest money deposit in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the “*Escrow Deposit*”), to be held by Escrow Agent pursuant to the terms of the Escrow Deposit Agreement. Upon Closing or termination of this Agreement, the Escrow Deposit, together with accrued

interest thereon, if any, shall be delivered to Seller or Buyer in accordance with the applicable terms of this Agreement.

(b) Buyer shall make payment of the balance of the Purchase Price, (i) less Escrow Deposit, (ii) plus or minus prorations or adjustments as set forth herein (the “**Purchase Price Balance**”), at the Closing by wire transfer to the Escrow Agent.”

3. **Section 3.01** of the APA is hereby deleted in its entirety and replaced with the following:

“**Closing**. Subject to the terms and conditions of this Agreement and the Sale Order, including, without limitation, the satisfaction or waiver by the appropriate Party of all of the conditions precedent to Closing specified herein, the consummation of the transactions contemplated by and described in this Agreement (the “**Closing**”) shall be conducted remotely, via an exchange of emails authorizing and directing the Escrow Agent to release originals of executed documents from escrow for recording purposes and to wire funds to the appropriate parties, to occur on the date (such date of consummation being referred to herein as the “**Closing Date**”) that is the earlier of the Outside Closing Date, or at such other time, date or location as shall be agreed upon by the Parties. Regardless of the time it actually occurs, the Closing will be deemed effective for all purposes as of 12:01 a.m. (Central Time) on the Closing Date (the “**Effective Time**”).

4. **Section 6.01** of the APA is hereby amended by adding the following sentence to the end of said Section:

“**Operation of the Business**. In the event that Buyer, at its sole discretion, elects to initiate proceedings to discontinue operations of the Facility prior to the Closing Date, Seller shall cooperate in good faith and use commercially reasonable efforts to take any and all actions necessary to effectuate the cessation of operations and closure of the Facility by the Closing Date.”

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be delivered by facsimile or electronic transmission and facsimile or electronically transmitted signatures shall have the same force and effect as originals.

6. Except as amended hereby, the APA shall remain in full force and effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns under the APA.

[Signature Page to Follow]

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the day and year first above written.

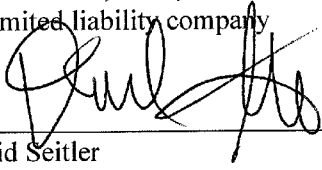
SELLER

SENIOR CARE PHARMACY SERVICES LLC,
an Illinois limited liability company

By: _____
Name: Kate Bertram
Its: President and Chief Executive Officer

BUYER

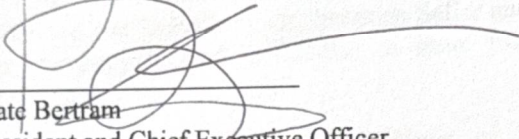
CH Arcadia Holdco, LLC,
an Illinois limited liability company

By:  _____
Name: Dovid Seitler
Its: Manager

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the day and year first above written.

SELLER

SENIOR CARE PHARMACY SERVICES LLC,
an Illinois limited liability company

By: 
Name: Kate Bertram
Its: President and Chief Executive Officer

BUYER

CH Arcadia Holdco, LLC,
an Illinois limited liability company

By: _____
Name: Dovid Seitler
Its: Manager