

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

In re:

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

Debtors.

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

Plaintiffs,

v.

SLFAQ, LLC,

Defendant.

Chapter 11

Case No. 24-42473

(Jointly Administered)

Adv. Proc. No.

COMPLAINT

The above-captioned debtors and debtors in possession (“Debtors”), by and through their undersigned counsel, assert the following claim against Defendant SLFAQ, LLC and allege as follows:

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].



2442473250625000000000003

The Parties

1. On July 16, 2024 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.
2. Prepetition, the Debtors operated a mix of independent, assisted living, and skilled nursing campuses in 10 locations across the Midwest, serving over 1,000 residents. During the pendency of these chapter 11 cases, the Debtors have consummated sale transactions for all of the Debtors’ operating facilities.
3. Defendant SLFAQ, LLC (the “Defendant”) is a limited liability company registered in Delaware with its principal place of business in New York.

Jurisdiction

4. This Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (E), (M) and (O) as it relates to the administration of the bankruptcy estate, the turnover of property of the estate, the sale of property of the estate and an order pertaining thereto, and other proceedings affecting and concerning the liquidation of the assets of the estate.
5. Venue is proper in this District pursuant to 28 U.S.C. § 1409.

Background Facts

6. On April 1, 2025, this Court entered its *Order Granting Debtors’ Motion for Order Under 11 U.S.C. § 323 and 105(a) and Fed. R. Bankr. P. 2002, 6004, 9006, and 9019 Establishing Procedures for Remaining Asset Sales* (the “Sale Order”) [Docket No. 675].
7. The Sale Order set forth the procedures for the sale of the Debtors’ remnant assets, including providing benefits and protections to purchasers of the assets. It also required any transaction be approved by UMB Bank, N.A., as bond trustee (the “Bond Trustee”).

8. On March 11, 2025, the Debtors began negotiations with Defendant regarding the sale of certain remnant assets.
9. On April 15, 2025, Defendant proposed a purchase price of \$1,250,000 for certain remnant assets.
10. On May 1, 2025, following the Debtors' agreement to sell the subject assets for \$1,250,000, Defendant reduced its proposed purchase price to \$750,000. On May 12, 2025, Defendant increased its proposed purchase price to \$800,000.
11. In connection with their reduced purchase price, Defendant modified the list of assets to be included in the purchase to: UPL Support, Investment Funds – FNMA and ZLF III, HPCV, IRS Levy, Caring Communities, CPCV Recapture Agreement, and malpractice accounting claim (collectively, the “Purchased Assets”).
12. The Debtors, in consultation with the Bond Trustee, countered with a proposed purchase price of \$1,000,000 on May 13, 2025, and negotiations continued to bridge the gap between \$800,000 and \$1,000,000 for the Purchased Assets.
13. On May 13, 2025, the Debtors wrote to Defendant that “I believe we can close the deal with verbal approval from the Bond Trustee today at \$900K.”
14. Thereafter on May 13, 2025, Defendant responded that “We will increase to \$850K. Can you get them down an additional \$50K? We are very close. Note that our bid includes [list of Purchased Assets].”
15. That same day, given Defendant's prior purchase price reduction, the Debtors requested confirmation that Defendant's \$850,000 offer for the Purchased Assets was not subject to any contingencies, holdbacks or indemnities, which Defendant confirmed.

16. Defendant immediately inquired about the acceptability of its \$850,000 and again confirmed the offer had no contingencies: “Any indication on the acceptability of our bid? It would be great to start preparing the APA to facilitate a quick closing, potentially even before the end of next week. It should be straightforward given the “no contingencies, no offsets, no holdbacks, indemnities, etc.”
17. Thereafter, Debtors requested Defendant to supply their version of an asset purchase agreement.
18. Defendant supplied its form of asset purchase agreement to Debtors on May 14, 2025.
19. Debtors’ counsel prepared a form of asset purchase agreement customized for Defendant’s bid here based on the model provided by Defendant.
20. On May 15, 2025, Debtors confirmed that a written asset purchase agreement was being reviewed by the Bond Trustee and official committee of unsecured creditors (the “Committee”), and Defendant asked, “Did they give verbal approval on the price I know we were going back and forth so was confused on that part.”
21. The Debtors confirmed that the transaction — specifically Defendant’s \$850,000 offer for the Purchased Assets without any contingencies, holdbacks or indemnities — had been accepted and approved by all parties. To memorialize the agreement between the parties, on May 21, 2025 the Debtors sent the Asset Purchase Agreement, attached hereto as **Exhibit 1**, to Defendant, the form of which agreement had been approved by the Bond Trustee and the Committee.
22. On May 23, 2025, Joseph Sarachek, on behalf of Defendant, responded, “The agreement looks fine. We’ll get this done over the weekend.” The email response of Defendant is attached hereto as **Exhibit 2**.

23. Despite prompting by Debtors, Defendant delayed in executing the final Asset Purchase Agreement agreed upon by the parties.
24. On May 27, 2025, Freddie Smithson, a principal with Defendant, sent an email to Debtors' counsel stating that "Joe will get the signed documents to you tomorrow." The Smithson email is attached hereto as **Exhibit 3**.
25. On June 3, 2025, Defendant sent a signed version of the Asset Purchase Agreement, with one unilateral modification: an ambiguous price adjustment "in the amount of Eight Hundred and Fifty Thousand Dollars (\$600,000)." No other changes were made to the previously circulated Asset Purchase Agreement. The unilaterally modified Asset Purchase Agreement is attached hereto as **Exhibit 4**.
26. The Debtors do not and did not agree to the price reduction and such change does not alter the agreed-to terms of the transaction.

Count I. Breach of Contract

27. The Debtors repeat and incorporate herein by reference the allegations set forth in paragraphs 1 through 27.
28. The Debtors accepted Defendant's offer of \$850,000 for the Purchased Assets without any contingencies, holdbacks or indemnities, thereby establishing a meeting of the minds on all material terms of the transaction.
29. The Debtors presented a completed and final Asset Purchase Agreement to Defendant on May 21, 2025, which was in all respects consistent with the parties' agreement.
30. Defendant confirmed the Asset Purchase Agreement was acceptable on May 23, indicating that the "agreement looks fine," and four days later indicating that it would "get the signed documents to you tomorrow."

31. The Debtors have otherwise performed all of their obligations, covenants and conditions necessary to consummate the transaction.

32. Defendant has breached the contract by refusing to consummate the transaction as agreed to by the parties.

33. As a direct result of Defendant's breach, Debtors are now attempting to mitigate their damages and sell the Purchased Assets to third-parties, but the Debtors have and will suffer damages to the extent they are unable to obtain compensation of at least \$850,000 for the Purchased Assets, and for the additional time and cost associated with such resale efforts.

Prayer for Relief

WHEREFORE, the Debtors pray for judgment against Defendant for damages up to and including:

- the \$850,000 purchase price agreed upon by the parties, subject only to any offset or deductions for proceeds received from third parties on account of subsequent sales of the Purchased Assets consummated prior to judgment (if any);
- Other damages associated with Defendant's breach of contract, including carrying costs, remarketing costs, and legal costs incurred with respect to the resale of the Purchased Assets;
- Pre-judgment and post-judgment interest; and
- And for all other and further relief as the Court deems just and proper.

[Remainder of page intentionally left blank]

DENTONS US LLP

/s/Stephen O'Brien

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

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

– and –

David A. Sosne #28365MO
SUMMERS COMPTON WELLS LLC
903 South Lindbergh Blvd., Suite 200
St. Louis, Missouri 63131
Telephone: (314) 991-4999
dsosne@scw.law

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

EXHIBIT 1

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of May __, 2025, is made by and between the bankruptcy estates of Midwest Christian Villages, Inc. and related debtors and debtors in possession (collectively referred to herein as “Debtor” or “Seller”), and **SLFAQ, LLC** (“Purchaser”).

WITNESSETH:

WHEREAS, on July 16, 2024, Debtor filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Missouri (“Court”), assigned Lead Case No. 24-42473 (Jointly Administered) (“Chapter 11 Cases”); and

WHEREAS, at the time of the execution of this Agreement and continuing into the future, there may be property of the Debtor’s estates remaining as of the date that the transaction contemplated by this Agreement closes (the “Closing Date”), consisting of (i) certain assets set forth on Exhibit A-1 attached hereto and (ii) other known or unknown assets or claims which have not been previously sold, assigned, or transferred described on Exhibit A-2 attached hereto (collectively, the “Remnant Assets”); provided, in each case, that the Remnant Assets shall not include the Excluded Assets (as defined herein); and

WHEREAS, the Remnant Assets specifically **exclude**: (a) cash or securities held at the time of this Agreement in the Seller’s bank and investment accounts; (b) the purchase price and other rights under the pending Asset Purchase Agreement, bank accounts, reserve accounts and other assets of the bankruptcy estates of Wabash Estates and Washington Village Estates; (c) the purchase price and other rights under the pending Asset Purchase Agreement, bank accounts, pharmaceuticals and other assets of the bankruptcy estate of Senior Care Pharmacy; (d) professional and winddown officer retainers or prepayments and funds on hand and advance payments related to the Chapter 11 Cases and winddown budgets; (e) ERC tax credits and receipt of funds related to the same; (f) funds held in escrow related to the Estate of Hopp; (g) funds related to the 457(b) retirement plan; (h) equity in Procure Advantage; (i) equity in vehicles financed or leased from Enterprise; (j) any cause of action against current or former officers, directors or agents of any Debtor; (k) avoidance actions under the Bankruptcy Code; (l) assets of non-debtor affiliates; (m) assets or proceeds previously received by any Debtor or non-debtor affiliate; (n) leases and contracts rejected to date or to be rejected which are not specifically listed as Known Assets in Exhibit A hereto; and (o) the Purchase Price (as hereinafter defined) to be delivered pursuant hereto (all of the foregoing, collectively, the “Excluded Assets”);

WHEREAS, on April 1, 2025, the Court entered that certain ORDER GRANTING DEBTORS’ MOTION FOR ORDER UNDER 11 U.S.C. §§ 363 AND 105(a) AND FED. R. BANKR. P. 2002, 6004, 9006, AND 9019 ESTABLISHING PROCEDURES FOR REMAINING ASSET SALES [Docket No. 675] (the “Remnant Sale Order”);

WHEREAS, the Debtor has solicited bids for the Remnant Assets and has determined that the final bid of Purchaser is the highest and best bid received;

WHEREAS, Seller has the power and authority to sell and assign all right, title and interest in and to the Remnant Assets to Purchaser, including, but not limited to the proceeds thereof and has given the required notices to UMB Bank N.A., as trustee (the “Bond Trustee”), the Official Committee of the Unsecured Creditors (“Committee”) and the Office of the United States Trustee (“UST”) of the proposed sale; and

WHEREAS, Purchaser understands that the Seller intends to pursue a structured dismissal of some or all of the pending Chapter 11 Cases in 2025 and may start the process of state law dissolution by

2026 for one or more of the Debtor entities.

NOW THEREFORE, in consideration of the promises and mutual undertakings herein contained, Seller and Purchaser agree as follows:

1. **Purchase Price.** The Purchase Price shall be good funds in the amount of Eight Hundred and Fifty Thousand Dollars (\$850,000) payable within two (2) business days following the date that is five (5) calendar days after the date that Seller has served notice of the sale on counsel to the Committee and the UST in accordance with paragraph 3 of the Remnant Sale Order.
2. **Assignment of Remnant Assets.** Seller hereby irrevocably and unconditionally sells, assigns, transfers and conveys to Purchaser all of the Seller's right, title and interest under, in and to the Remnant Assets, as well as any and all claims and rights related to the Remnant Assets, including, without limitation, all cash, securities, instruments and other property that may be paid or issued in conjunction with the Remnant Assets and all amounts, interest, and costs due under the Remnant Assets, other than, in each case, the Excluded Assets.
3. **Authority to Sell.** The sale of the Remnant Assets by the Seller is made pursuant to the authority vested in the Seller pursuant to the Remnant Sale Order.
4. **Payments Received on Remnant Assets.** Seller further agrees that any payments received by Seller on account of any Remnant Assets shall constitute property of the Purchaser to which the Purchaser has an absolute right, and that Seller will promptly deliver such payment to Purchaser at Purchaser's address set forth below. Seller agrees to use reasonable efforts to forward to Purchaser notices received with respect to any Remnant Assets.
5. **Seller's Representations and Warranties.** In consideration of Purchaser's agreements herein and to induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that Seller has full lawful right, title, power and authority to enter into this Agreement and to convey Seller's interest to Purchaser in the Remnant Assets as is set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SELLER SELLS, ASSIGNS, AND TRANSFERS THE REMNANT ASSETS TO THE PURCHASER "AS IS, WHERE IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW.

6. **Purchaser's Representation and Warranties.** Purchaser represents and warrants to Seller that Purchaser has full lawful right, title, power and authority to enter into this Agreement and to acquire Seller's interest in the Remnant Assets as set forth in this Agreement. Purchaser has sufficient funds to pay the Purchase Price in full in cash on the Closing Date.
7. **Free and Clear Sale.** The sale of Remnant Assets shall be free and clear of any liens, claims, or encumbrances pursuant to 11 U.S.C. § 363(f) and the Remnant Sale Order. The Purchase Price shall be paid by wire transfer to the Bond Trustee pursuant to the direction of the Seller on the Closing Date.
8. **No Assumption of Liabilities.** Notwithstanding any other provision of this Agreement, the parties agree that Purchaser is acquiring only the Remnant Assets and rights and interests related thereto, and that Purchaser is not acquiring or assuming, nor shall it be deemed to have acquired or assumed, any liabilities or obligations, including lien obligations, of Seller or its affiliates of any kind or nature, whatsoever, whether known or unknown, existent or future, arising out of, or in connection with, the Remnant Assets, except as may otherwise expressly be provided herein.
9. **Documents of Assignment.** From time to time upon request from Purchaser, Seller shall execute and

deliver to Purchaser such documents reasonably requested by Purchaser to evidence and effectuate the transfer contemplated by this Agreement in a form reasonably acceptable to the parties hereto. Purchaser shall reimburse Seller for its reasonable costs associated with such action and compliance.

10. **Limited Power of Attorney.** Solely with respect to the Remnant Assets, and to the extent permitted by law, Seller hereby irrevocably appoints Purchaser as its true and lawful attorney and authorizes Purchaser to act in Seller's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Remnant Assets herein assigned. Seller grants unto Purchaser full authority to do all things necessary to enforce the transfer of the Remnant Assets to Purchaser and its rights thereunder pursuant to this Agreement.

11. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between Seller and the Purchaser and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. This Agreement may not be amended or in any manner modified unless such amendment or modification is in writing and signed by both parties.

12. **Benefits and Binding Effect.** All provisions contained in this Agreement or any document referred to herein or relating hereto shall inure to the benefit of and shall be binding upon the respective successors and assigns of Seller and the Purchaser.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument, and copies of execution signatures sent via pdf shall be equivalent to original signatures.

THIS AGREEMENT has been duly executed as of the day and year first above written.

SLFAQ LLC.

By: _____

Name:

Its: President

Address (*for regular mail and mail forwarding*): 670 White Plains Road Scarsdale, NY
10583

MIDWEST CHRISTIAN VILLAGES, INC. et al.

By: _____

Name: Shawn O'Conner

Its: Chief Restructuring Officer

Address: 1033 Demonbreun St.
Suite 300
Nashville, TN 37203

EXHIBIT A-1

Known Assets

1. Fifteen (15) units of Ziegler Link-Age Fund III, LP
2. Interests in Caring Communities, which provides insurance for various not for profit client
3. The FNMA Investment
4. UPL funds from Jackson Schneck Hospital.
5. Lennar Homes Recapture Agreement at Crown Point Christian Village
6. Indemnity Claim Against Richter Billing
7. Release of IRS Levy at Hickory Point Christian Village.

EXHIBIT A-2

Unknown Assets

All state sales tax, workers comp. insurance, and other refunds, due now or in the future, excluding the Excluded Assets.

EXHIBIT 2

From: [Shawn O'Conner](#)
To: ["Freddie Smithson"](#)
Cc: ["Richards, Robert E.";](#) ["Joseph Sarachek";](#) ["Zachary Mazur";](#) ["Vandiver, Thomas K.";](#) ["Kenna Hudson"](#)
Subject: RE: Revised Remnant APA Agreement - MCV
Date: Thursday, May 29, 2025 12:47:00 PM

Let's plan for 3:30 pm central time

Shawn O'Conner, LNHA, MBA
President & CEO
HMP Senior Solutions, LLC
1033 Demonbreun St, Suite 300
Nashville, TN 37203
C: (615) 519-5876

Here's a link to my calendar, if you'd like to schedule a call:

<https://calendly.com/soconner/hmp-shawn>

[HMP Senior Solutions/ Healthcare Management Partners](#)

For clean, reliable data check out [HMP Metrics](#) powered by HMP

From: Freddie Smithson <freddie@slfaqlc.com>
Sent: Thursday, May 29, 2025 12:46 PM
To: Shawn O'Conner <soconner@hcmpllc.com>
Cc: Richards, Robert E. <robert.richards@dentons.com>; Joseph Sarachek <joe@slfaqlc.com>; Zachary Mazur <zachary@saracheklawfirm.com>; Vandiver, Thomas K. <thomas.vandiver@dentons.com>; Kenna Hudson <khudson@chliving.org>
Subject: Re: Revised Remnant APA Agreement - MCV

How about in an hour or so, 2 pm CST, or anytime after that.

Best,

Freddie Smithson, CFA, CPA, CIRA
Managing Director
(646) 536-3824 (O)
(312) 513-4300 (M)
www.slfaqlc.com

On Thu, May 29, 2025 at 12:34 PM Shawn O'Conner <soconner@hcmpllc.com> wrote:

3 additional files attached

Shawn O'Conner, LNHA, MBA
President & CEO
HMP Senior Solutions, LLC
[1033 Demonbreun St, Suite 300](#)
[Nashville, TN 37203](#)
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From: Freddie Smithson <freddie@slfaqlc.com>
Sent: Tuesday, May 27, 2025 5:00 PM
To: Richards, Robert E. <robert.richards@dentons.com>
Cc: Joseph Sarachek <joe@slfaqlc.com>; Zachary Mazur <zachary@saracheklawfirm.com>;
Vandiver, Thomas K. <thomas.vandiver@dentons.com>; Shawn O'Conner
<soconner@hcmpllc.com>; Kenna Hudson <khudson@chliving.org>
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Bob,

I have just returned to town, and Joe will get the signed document to you tomorrow. Can you please also provide us with any additional documents for our records related to the insurance claim? We have the attached spreadsheet that Shawn sent to me, but if you have any additional information that would be helpful.

Best,

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(312) 513-4300 (M)

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On Tue, May 27, 2025 at 9:57 AM Richards, Robert E. <robert.richards@dentons.com> wrote:

Please send the buyer signature page by pdf when you get a chance today.

Robert E. Richards

Global Chair, Restructuring, Insolvency & Bankruptcy

D [+1 312 876 7396](tel:+13128767396) | **M** [+1 630 235 2470](tel:+16302352470)

[Chicago](#)

From: Joseph Sarachek <joe@slfaqlc.com>
Sent: Friday, May 23, 2025 10:38 AM
To: Richards, Robert E. <robert.richards@dentons.com>
Cc: Freddie Smithson <freddie@slfaqlc.com>; Zachary Mazur <zachary@saracheklawfirm.com>; Vandiver, Thomas K. <thomas.vandiver@dentons.com>; Shawn O'Conner <soconner@hcmpllc.com>; Kenna Hudson <khudson@chliving.org>
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Hi Robert, sorry for the delay, so much going on. The agreement looks fine. We'll get this done over the weekend.

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Attached is a revised version of the Remnant APA folding in comments received from bondholder's counsel. Also attached an interim redline of those latest changes and a cumulative redline of all changes from your original form.

Would be good to get this finalized this week so we can send the 5 day notice required

by the remnant order sent to the UST and the Committee. The Committee is already reviewing the prior draft of the APA and we will share this latest version with them as well.

Robert E. Richards

Global Chair, Restructuring, Insolvency & Bankruptcy

 [+1 312 876 7396](tel:+13128767396) |  [+1 630 235 2470](tel:+16302352470)

[Chicago](#)

--

Joseph Sarachek



[670 White Plains Rd.](#) - Penthouse

Scarsdale, NY. 10583

646 403-9775

joe@slfaqlc.com

EXHIBIT 3

From: [Shawn O'Conner](#)
To: ["Freddie Smithson"](#)
Cc: ["Richards, Robert E.";](#) ["Joseph Sarachek";](#) ["Zachary Mazur";](#) ["Vandiver, Thomas K.";](#) ["Kenna Hudson"](#)
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[Chicago](#)

--

Joseph Sarachek



[670 White Plains Rd.](#) - Penthouse

Scarsdale, NY. 10583

646 403-9775

joe@slfaqllc.com

EXHIBIT 4

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of June 3, 2025, is made by and between the bankruptcy estates of Midwest Christian Villages, Inc. and related debtors and debtors in possession (collectively referred to herein as “Debtor” or “Seller”), and **SLFAQ, LLC** (“Purchaser”).

WITNESSETH:

WHEREAS, on July 16, 2024, Debtor filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Missouri (“Court”), assigned Lead Case No. 24-42473 (Jointly Administered) (“Chapter 11 Cases”); and

WHEREAS, at the time of the execution of this Agreement and continuing into the future, there may be property of the Debtor’s estates remaining as of the date that the transaction contemplated by this Agreement closes (the “Closing Date”), consisting of (i) certain assets set forth on Exhibit A-1 attached hereto and (ii) other known or unknown assets or claims which have not been previously sold, assigned, or transferred described on Exhibit A-2 attached hereto (collectively, the “Remnant Assets”); provided, in each case, that the Remnant Assets shall not include the Excluded Assets (as defined herein); and

WHEREAS, the Remnant Assets specifically **exclude**: (a) cash or securities held at the time of this Agreement in the Seller’s bank and investment accounts; (b) the purchase price and other rights under the pending Asset Purchase Agreement, bank accounts, reserve accounts and other assets of the bankruptcy estates of Wabash Estates and Washington Village Estates; (c) the purchase price and other rights under the pending Asset Purchase Agreement, bank accounts, pharmaceuticals and other assets of the bankruptcy estate of Senior Care Pharmacy; (d) professional and winddown officer retainers or prepayments and funds on hand and advance payments related to the Chapter 11 Cases and winddown budgets; (e) ERC tax credits and receipt of funds related to the same; (f) funds held in escrow related to the Estate of Hopp; (g) funds related to the 457(b) retirement plan; (h) equity in Procure Advantage; (i) equity in vehicles financed or leased from Enterprise; (j) any cause of action against current or former officers, directors or agents of any Debtor; (k) avoidance actions under the Bankruptcy Code; (l) assets of non-debtor affiliates; (m) assets or proceeds previously received by any Debtor or non-debtor affiliate; (n) leases and contracts rejected to date or to be rejected which are not specifically listed as Known Assets in Exhibit A hereto; and (o) the Purchase Price (as hereinafter defined) to be delivered pursuant hereto (all of the foregoing, collectively, the “Excluded Assets”);

WHEREAS, on April 1, 2025, the Court entered that certain ORDER GRANTING DEBTORS’ MOTION FOR ORDER UNDER 11 U.S.C. §§ 363 AND 105(a) AND FED. R. BANKR. P. 2002, 6004, 9006, AND 9019 ESTABLISHING PROCEDURES FOR REMAINING ASSET SALES [Docket No. 675] (the “Remnant Sale Order”);

WHEREAS, the Debtor has solicited bids for the Remnant Assets and has determined that the final bid of Purchaser is the highest and best bid received;

WHEREAS, Seller has the power and authority to sell and assign all right, title and interest in and to the Remnant Assets to Purchaser, including, but not limited to the proceeds thereof and has given the required notices to UMB Bank N.A., as trustee (the “Bond Trustee”), the Official Committee of the Unsecured Creditors (“Committee”) and the Office of the United States Trustee (“UST”) of the proposed sale; and

WHEREAS, Purchaser understands that the Seller intends to pursue a structured dismissal of some or all of the pending Chapter 11 Cases in 2025 and may start the process of state law dissolution by

2026 for one or more of the Debtor entities.

NOW THEREFORE, in consideration of the promises and mutual undertakings herein contained, Seller and Purchaser agree as follows:

1. **Purchase Price.** The Purchase Price shall be good funds in the amount of Eight Hundred and Fifty Thousand Dollars (\$600,000) payable within two (2) business days following the date that is five (5) calendar days after the date that Seller has served notice of the sale on counsel to the Committee and the UST in accordance with paragraph 3 of the Remnant Sale Order.
2. **Assignment of Remnant Assets.** Seller hereby irrevocably and unconditionally sells, assigns, transfers and conveys to Purchaser all of the Seller's right, title and interest under, in and to the Remnant Assets, as well as any and all claims and rights related to the Remnant Assets, including, without limitation, all cash, securities, instruments and other property that may be paid or issued in conjunction with the Remnant Assets and all amounts, interest, and costs due under the Remnant Assets, other than, in each case, the Excluded Assets.
3. **Authority to Sell.** The sale of the Remnant Assets by the Seller is made pursuant to the authority vested in the Seller pursuant to the Remnant Sale Order.
4. **Payments Received on Remnant Assets.** Seller further agrees that any payments received by Seller on account of any Remnant Assets shall constitute property of the Purchaser to which the Purchaser has an absolute right, and that Seller will promptly deliver such payment to Purchaser at Purchaser's address set forth below. Seller agrees to use reasonable efforts to forward to Purchaser notices received with respect to any Remnant Assets.
5. **Seller's Representations and Warranties.** In consideration of Purchaser's agreements herein and to induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that Seller has full lawful right, title, power and authority to enter into this Agreement and to convey Seller's interest to Purchaser in the Remnant Assets as is set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SELLER SELLS, ASSIGNS, AND TRANSFERS THE REMNANT ASSETS TO THE PURCHASER "AS IS, WHERE IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW.

6. **Purchaser's Representation and Warranties.** Purchaser represents and warrants to Seller that Purchaser has full lawful right, title, power and authority to enter into this Agreement and to acquire Seller's interest in the Remnant Assets as set forth in this Agreement. Purchaser has sufficient funds to pay the Purchase Price in full in cash on the Closing Date.
7. **Free and Clear Sale.** The sale of Remnant Assets shall be free and clear of any liens, claims, or encumbrances pursuant to 11 U.S.C. § 363(f) and the Remnant Sale Order. The Purchase Price shall be paid by wire transfer to the Bond Trustee pursuant to the direction of the Seller on the Closing Date.
8. **No Assumption of Liabilities.** Notwithstanding any other provision of this Agreement, the parties agree that Purchaser is acquiring only the Remnant Assets and rights and interests related thereto, and that Purchaser is not acquiring or assuming, nor shall it be deemed to have acquired or assumed, any liabilities or obligations, including lien obligations, of Seller or its affiliates of any kind or nature, whatsoever, whether known or unknown, existent or future, arising out of, or in connection with, the Remnant Assets, except as may otherwise expressly be provided herein.

9. **Documents of Assignment.** From time to time upon request from Purchaser, Seller shall execute and

deliver to Purchaser such documents reasonably requested by Purchaser to evidence and effectuate the transfer contemplated by this Agreement in a form reasonably acceptable to the parties hereto. Purchaser shall reimburse Seller for its reasonable costs associated with such action and compliance.

10. **Limited Power of Attorney.** Solely with respect to the Remnant Assets, and to the extent permitted by law, Seller hereby irrevocably appoints Purchaser as its true and lawful attorney and authorizes Purchaser to act in Seller's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Remnant Assets herein assigned. Seller grants unto Purchaser full authority to do all things necessary to enforce the transfer of the Remnant Assets to Purchaser and its rights thereunder pursuant to this Agreement.

11. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between Seller and the Purchaser and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. This Agreement may not be amended or in any manner modified unless such amendment or modification is in writing and signed by both parties.


12. **Benefits and Binding Effect.** All provisions contained in this Agreement or any document referred to herein or relating hereto shall inure to the benefit of and shall be binding upon the respective successors and assigns of Seller and the Purchaser.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument, and copies of execution signatures sent via pdf shall be equivalent to original signatures.

THIS AGREEMENT has been duly executed as of the day and year first above written.

SLFAQ LLC.

By: _____

Name: Joseph E. Sarachek

Its: Managing Director

Address (*for regular mail and mail forwarding*): 670 White Plains Road Scarsdale, NY
10583

MIDWEST CHRISTIAN VILLAGES, INC. et al.

By: _____

Name: Shawn O'Conner

Its: Chief Restructuring Officer

Address: 1033 Demonbreun St.
Suite 300
Nashville, TN 37203

EXHIBIT A-1

Known Assets

1. Fifteen (15) units of Ziegler Link-Age Fund III, LP
2. Interests in Caring Communities, which provides insurance for various not for profit client
3. The FNMA Investment
4. UPL funds from Jackson Schneck Hospital.
5. Lennar Homes Recapture Agreement at Crown Point Christian Village
6. Indemnity Claim Against Richter Billing
7. Release of IRS Levy at Hickory Point Christian Village.

EXHIBIT A-2

Unknown Assets

All state sales tax, workers comp. insurance, and other refunds, due now or in the future, excluding the Excluded Assets.

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Midwest Christian Villages, Inc. et al.	DEFENDANTS SLFAQ, LLC	
ATTORNEYS (Firm Name, Address, and Telephone No.) Dentons US LLP Stephen O'Brien 221 N. Broadway Ste 3000, St. Louis, MO 63102 314.241.1800	ATTORNEYS (If Known)	
PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Breach of contract for failure to perform under asset purchase agreement		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>FRBP 7001(1) – Recovery of Money/Property</p> <p><input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property</p> <p><input type="checkbox"/> 12-Recovery of money/property - §547 preference</p> <p><input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer</p> <p><input checked="" type="checkbox"/> 14-Recovery of money/property - other</p> <p>FRBP 7001(2) – Validity, Priority or Extent of Lien</p> <p><input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property</p> <p>FRBP 7001(3) – Approval of Sale of Property</p> <p><input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)</p> <p>FRBP 7001(4) – Objection/Revocation of Discharge</p> <p><input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)</p> <p>FRBP 7001(5) – Revocation of Confirmation</p> <p><input type="checkbox"/> 51-Revocation of confirmation</p> <p>FRBP 7001(6) – Dischargeability</p> <p><input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims</p> <p><input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud</p> <p><input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny</p> <p style="text-align: center;">(continued next column)</p> </div> <div style="width: 48%;"> <p>FRBP 7001(6) – Dischargeability (continued)</p> <p><input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support</p> <p><input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury</p> <p><input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan</p> <p><input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)</p> <p><input type="checkbox"/> 65-Dischargeability - other</p> <p>FRBP 7001(7) – Injunctive Relief</p> <p><input type="checkbox"/> 71-Injunctive relief – imposition of stay</p> <p><input type="checkbox"/> 72-Injunctive relief – other</p> <p>FRBP 7001(8) Subordination of Claim or Interest</p> <p><input type="checkbox"/> 81-Subordination of claim or interest</p> <p>FRBP 7001(9) Declaratory Judgment</p> <p><input type="checkbox"/> 91-Declaratory judgment</p> <p>FRBP 7001(10) Determination of Removed Action</p> <p><input type="checkbox"/> 01-Determination of removed claim or cause</p> <p>Other</p> <p><input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i></p> <p><input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)</p> </div> </div>		
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$ 850,000 subject to offset	
Other Relief Sought prejudgment and postjudgment interest		

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Midwest Christian Villages, Inc. et al.		BANKRUPTCY CASE NO. 24-42473
DISTRICT IN WHICH CASE IS PENDING Eastern District of Missouri	DIVISION OFFICE Eastern	NAME OF JUDGE Kathy Surratt-States
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) /s/ Stephen O'Brien		
DATE 06/25/2025	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Stephen O'Brien	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet. When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.