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*Proposed Attorneys for the
Debtors and Debtors-in-Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

-----X		
In re:	§	Case No. 22-80000-sgj11
	§	(Jointly Administered)
CHRISTIAN CARE CENTERS, INC. and	§	
CHRISTIAN CARE CENTERS FOUNDATION,	§	Chapter 11
INC. ¹	§	
Debtors.	§	
-----X		

NOTICE OF ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS

A HEARING DATE ON THE SALE OF THE DEBTORS' ASSETS IS SET FOR JULY 20, 2022 AT 1:30 P.M. (CST), WHICH IS AT LEAST 21 DAYS FROM THE DATE OF SERVICE HEREOF. NO OBJECTION TO SUCH SALE WILL BE CONSIDERED UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT THE EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE STREET, 14TH FLOOR, DALLAS, TEXAS 75242-

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Christian Care Centers, Inc. (9664) and Christian Care Centers Foundation (3572). The Debtors' mailing address is 900 Wiggins Parkway, Mesquite TX 75150.

1496 AT LEAST FIVE (5) DAYS IN ADVANCE OF SUCH HEARING DATE.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK, AND A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY PRIOR TO THE DATE AND TIME SET FOR HEARING HEREIN. IF A RESPONSE IS FILED, A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.

IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

PLEASE TAKE NOTICE that on May 23, 2022, Christian Care Centers, Inc. and Christian Care Centers Foundation, Inc. (collectively the “Debtors”) filed voluntary petitions for relief under chapter 11, title 11 of the United States Code with the United States Bankruptcy Court for the Northern District of Texas (the “Court”).

PLEASE TAKE FURTHER NOTICE that on May 23, 2022, Debtors filed the Motion for Order (A) Approving the Sale of Assets of Debtors, (B) Approving Bid Procedures and Protections in Connection with the Sale of Substantially All of the Debtors’ Assets, (C) Approving Assumption and Assignment of Executory Contracts, and (D) Granting Other Related Relief seeking, among other things, (i) approval of certain bid procedures (the “Bid Procedures”) and bid protections with respect to the sale of substantially all of the Debtors’ assets (the “Assets”); (ii) authorization to sell the Assets free and clear of all liens, claims, interests, and encumbrances; and (iii) authorization to assume and assign certain executory contracts of the Debtors.

PLEASE TAKE FURTHER NOTICE that on June 23, 2022, the Court entered the Order Approving Bid Procedures and Protections in connection with the Sale of Substantially all of the Debtors’ Assets, Approving Procedures for the Assumption and Assignment of Executory Contracts, Setting Final hearing on Sale, and Granting Other Relief (the “Bid Procedures Order”), which among other things, approved the Bid Procedures and the procedures for the assumption and assignment of the Debtors’ executory contracts. A copy of the Bid Procedures Order is enclosed as Exhibit A.

PLEASE TAKE FURTHER NOTICE that the Debtors have set forth on Exhibit B the amounts due and owing, if any, under the executory contract(s) (excluding resident contracts and resident leases) through the date hereof (the “Cure Amount”). The Bankruptcy Code requires that the Cure Amount (which includes any amounts owing on account of the Debtors’ prepetition obligation under the executory contract(s)) be paid in full to the parties owed such amounts upon the Debtors’ assumption of such contract.

PLEASE TAKE FURTHER NOTICE THAT ANY PARTY SEEKING TO ASSERT AN OBJECTION TO THE ASSUMPTION BY THE DEBTORS AND ASSIGNMENT OF SUCH CONTRACT TO THE SUCCESSFUL BIDDER OF SUCH CONTRACT, INCLUDING THE VALIDITY OF ANY CURE AMOUNT AS DETERMINED BY THE DEBTORS OR TO OTHERWISE ASSERT THAT ANY OTHER AMOUNTS, DEFAULTS, CONDITIONS, OR OTHER LOSSES MUST SET FORTH THE BASIS OF THEIR OBJECTION WITH RESPECT TO SUCH CONTRACT SO THAT SUCH OBJECTION AND MUST SERVE SUCH OBJECTION (the “Objection”) SO THAT IT IS ACTUALLY RECEIVED ON OR BEFORE FOURTEEN (14) DAYS FOLLOWING SERVICE OF THIS NOTICE (the “Objection Deadline”) by: (i) counsel for the Debtors, Husch Blackwell LLP, Attn: Buffy Klein (buffey.klein@huschblackwell.com), (ii) the Debtors’ Chief Restructuring Officer, B Riley Advisory Services, Attn: Mark Shapiro (mshapiro@brileyfin.com) and Joseph Pagnia (jpegnia@brileyfin.com), (iii) the Debtors’ financial advisor, Houlihan Lokey Capital, Inc., Attn: Andrew Turnbull (aturnbull@hl.com) and Steven Balash (sbalash@hl.com); (iv) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., Attn. William Kannel (WKannel@mintz.com) and Aaron Williams (AWilliams@mintz.com); (v) the Office of the United States Trustee, 1100 Commerce St., Room 976, Dallas, Texas 75242-1699, Attn. Meredyth A. Kippes; and (vi) Kane Russell Coleman Logan PC, counsel for the Official Unsecured Creditors Committee, by email to Joseph M. Coleman (jcoleman@krcl.com), Kyle Woodard (kwoodard@krcl.com), and Michael Ridulfo (mridulfo@krcl.com).

PLEASE TAKE FURTHER NOTICE THAT UNLESS AN OBJECTION IS FILED AND SERVED BY A COUNTERPARTY TO THE EXECUTORY CONTRACT BY THE OBJECTION DEADLINE, ALL PARTIES WHO HAVE RECEIVED ACTUAL OR CONSTRUCTIVE NOTICE HEREOF SHALL BE DEEMED TO HAVE WAIVED AND RELEASED ANY RIGHT TO ASSERT AN ASSUMPTION OBJECTION AND TO HAVE OTHERWISE CONSENTED TO ASSUMPTION AND ASSIGNMENT OF SUCH CONTRACT AND SHALL BE FOREVER BARRED AND ESTOPPED FROM ASSERTING OR CLAIMING AGAINST THE DEBTORS, THE SUCCESSFUL BIDDER(S), OR ANY OTHER ASSIGNEE OF THE RELEVANT ASSUMED AND ASSIGNED CONTRACT THAT ANY ADDITIONAL AMOUNTS ARE DUE OR DEFAULTS EXIST, OR CONDITIONS TO THE ASSUMPTION OR ASSIGNMENT MUST BE SATISFIED.

PLEASE TAKE FURTHER NOTICE that the Objection must set forth the cure amount or other obligation that the objecting party asserts is due, the specific types and dates of the alleged defaults, pecuniary losses, and conditions to the assignment and support, if any.

PLEASE TAKE FURTHER NOTICE that you will be notified before the hearing regarding whether the Debtors intend to assume the executory contract it has with you. If the Debtors elect to assume the executory contract, you will also be notified of the applicable Successful Bidder and their assurance of future performance. If you object to the adequate assurance of future performance, you must file an objection with the Court and serve the Objection on the parties listed above prior to the hearing date referenced above.

PLEASE TAKE FURTHER NOTICE that if any objections are timely received and the Debtors and/or Successful Bidder(s) is unable to resolve such objection, the proposed assumption and assignment which is the subject of the Objection shall be considered at the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that if you agree with the Cure Amount and do not otherwise object to the Debtors' assumption and assignment of the contract, you do not need to take any further action.

PLEASE TAKE FURTHER NOTICE that a copy of the Bid Procedures Order, the Bid Procedures, and any other document filed in the Debtors' Chapter 11 Cases may be (i) inspected in the offices of the Clerk of Court during normal business hours; (ii) downloaded from the Court's website at <http://www.txnb.suscourts.gov/> (with a prior registration with PACER and payment of applicable fees), and (iii) downloaded free of charge at <https://dm.epiq11.com/ChristianCare>. Requests may also be made to Debtors' counsel using the below contact information.

Dated: June 29, 2022.

Respectfully Submitted,

/s/ Buffy E. Klein

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*Proposed Attorneys for the
Debtors and Debtors-in-Possession*

Change Healthcare
Charitable Resource Foundation, Inc.
Cigna
Cintas Corporation
CliftonLarsonAllen, LLP
Communities of Faith Risk Retention Group, Inc
Darling Ingredients, Inc.
Darling Ingredients, Inc.
Davis Managed Services, Inc.
DFW Area Eldercare Advisors, LLC
Digitalway Services, LLC
Digitalway Services, LLC
Digitalway Services, LLC
Direct Supply, Inc.
Enterprise Truck Rental
Eversound
Excel Health, LLC
Executive Care of Dallas
FancyStaff
Financial Transmission Network, Inc.
Finley Resources, Inc. - lessee
Fire Safety Solutions, Inc.
Five Star Care
FMC Dallas Central Dialysis Center
Four Sevens Oil Co. Ltd. - lessee
Four Sevens Oil Co. Ltd. - lessee
FPR Holdings, LP
Freedom Profit Recovery
Gale Healthcare Solutions LLC
Genesis Diagnostics
Guardian Pharmacy of Texas
Hardie's Fresh Foods
Headphone Events, Inc.
Health Value Management, Inc.
HEALTHCAREfirst, Inc.
Healthsense, Inc.
Healthsense, Inc.
Healthsense, Inc.
Humana Insurance Company
Ideal Impact, Inc.
iNavigate Senior Living Solutions
Infinity Pharmacy Solutions, LLC
InPatient Consultants of Texas, PLLC
InvaServ, LLC

Iron Mountain Information Management Services,
Inc.
Iron Mountain Secure Shredding, Inc.
Jerry Pyle & Associates
Jerry Pyle & Associates
Jerry Pyle & Associates
Jo Tipton Realty Services, Inc.
Kalos Health Services, LLC
Key Personnel
KeyStaff, Inc.
Kristi's Senior Solutions, LLC
Labor Finders
LeadingCare Network Texas, LLC
Linked Senior Inc
Lockton-Dunning Series of Lockton Companies Inc.
MatrixCare, Inc.
MatrixCare, Inc.
MatrixCare, Inc.
MatrixCare, Inc.
MatrixCare, Inc.
MatrixCare, Inc. (was MDI Achieve)
McKesson Medical-Surgical
Mission Linen Supply
Mission Linen Supply
Mission Linen Supply
Molina Healthcare of Texas, Inc.
Motion Picture Licensing Corporation
Motion Picture Licensing Corporation
Nazca Corporation
Net Health Systems, Inc.
Netsmart Technologies Inc
New Day Lifestyle For Seniors
New Leaf Horticulture, LLC
New Leaf Horticulture, LLC
New Leaf Horticulture, LLC
NurseCore Management Services, LLC
On Demand Staffing
OnShift, Inc.
OnShift, Inc.
OnShift, Inc.
Oracle Elevator Company
Orkin Pest Control
Otis Elevator Company
Partners of Texas, LLC
Premier Foundation Repair, Inc

Quadient Finance
Quadient Leasing USA, Inc.
Quadient Leasing USA, Inc.
Quadient Leasing USA, Inc.
Quadient Leasing USA, Inc.
Quality Care Rehab, Inc.
Quench USA, Inc.
Radcom Technologies, Inc.
Raney Services, LLC
Real Time Services
Relias, LLC
Relias, LLC
Ruby Care, LLC
Ruby Care, LLC
Sabrina R. Porter
Salon PS Texas, LLC
Schryver Medical Sales and Marketing, LLC
Schryver Medical Sales and Marketing, LLC
Senior Psychcare of Dallas I, PLLC
Senior Psychological Care Dallas I, PLLC
Senior Psychological Care Dallas I, PLLC
SHC Services, Inc.
ShiftKey LLC
SimpleLTC Systems, LLC
SiteStaff, LLC
SJ Consulting
Spectrum (subsidiary)
Spectrum (subsidiary)
Spectrum (subsidiary)
Sprint Solutions, Inc.
StateServ Network Companies, LLC
Stephanie Berg (Hockemeyer)
Stericycle
TALX Corporation
TALX Corporation
TALX Corporation
TALX Corporation
Target Continuum LLC
Texas Allergy & Breathing Centers
Texas Health and Human Services
Texas HealthCare Pharmacy
Texas Ice Machine Company
Texas Ice Machine Company
Texas Medicaid & Healthcare Partnership
The Health Group, LLC

Tri-State Nursing Enterprises
TriWest Healthcare Alliance Corporation
TriWest Healthcare Alliance Corporation
Twomagnets, Inc.
TXU Energy Retail Company, LLC
TXU Energy Retail Company, LLC
TXU Energy Retail Company, LLC
TXU Energy Retail Company, LLC
Unum
US Foodservice, Inc.
Valic
Valic
Value First, Inc.
Verdant Commercial Capital
Virgene (Gene) K Adams
Welcome Home Software, Inc.
WIPFLI
Wise Resource Development, LLC

/s/ Buffy E. Klein

Buffy E. Klein

EXHIBIT A



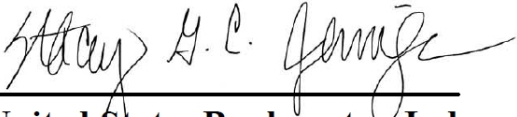
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 23, 2022


United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

-----X		
In re:	§	Case No. 22-80000-sgj 11
	§	Jointly Administered
CHRISTIAN CARE CENTERS, INC. and	§	
CHRISTIAN CARE CENTERS FOUNDATION,	§	Chapter 11
INC. ¹	§	
	§	
Debtors.	§	
-----X		

ORDER APPROVING BID PROCEDURES AND PROTECTIONS IN CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS, SETTING FINAL HEARING ON SALE, AND GRANTING OTHER RELATED RELIEF

The Court, having considered the Debtors Christian Care Centers, Inc. ("CCCI") and Christian Care Centers Foundation, Inc.'s (the "Foundation") (collectively the "Debtors") Motion for Order (A) Authorizing the Sale of Assets of Debtors, (B) Approving Bid Procedures and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Christian Care Centers, Inc. (9664) and Christian Care Centers Foundation (3572). The Debtors' mailing address is 900 Wiggins Parkway, Mesquite TX 75150.

Protections in Connection with the Sale of Substantially All of the Debtors' Assets, (C) Approving Assumption and Assignment of Executory Contracts, and (D) Granting Other Related Relief (the "Motion to Sell") pursuant to 11 U.S.C. Sections 105(a), 363, and 365 and Federal Rule of Bankruptcy Procedure 2004, 2002, 6006 and 9007, the supporting Declaration of Mark Shapiro, and having considered the statements of counsel and evidence adduced with respect to the Motion to Sell at a hearing before the Court (the "Bid Procedures Hearing"); and the Court having found that it has jurisdiction to consider the Motion to Sell and relief requested therein pursuant to 28 U.S.C. Sections 157 and 1334; and the Court having found it is able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and Motion in this district being proper pursuant to 28 U.S.C. Sections 1408 and 1409; and this Court having found that the relief requested in the Motion to Sell is in the best interest of the Debtors' estates, their creditors, and other parties of interest; and the Court having found that the Debtors' notice of the Motion to Sell and the opportunity for a hearing on the Motion to Sell were sufficient under the circumstances, and no other notice need be provided; and upon all of the proceeding before the Court and after due deliberation the Court having determined that the relief requested in the Motion to Sell (i) represents a sound exercise of the Debtors' business judgment; (ii) is supported by a business justification, and (iii) is necessary and essential to maximize the value of the Debtors' estates (the "Estates"); and upon the record herein and due deliberation thereon, and good and sufficient cause having been shown;

IT IS FOUND AND DETERMINED THAT:

1. The Debtors have articulated good and sufficient reason for, and the best interests of the Estate will be served by, this Court granting the relief requested in the Motion to Sell as it

relates to the approval of the bid procedures and establishing procedures for the assumption and assignment of executory contracts.

2. The Bid Procedures, attached as **Exhibit A**, are fair, reasonable, and are appropriate and designed to maximize the value to the Estates and generate higher and better offers.

3. A copy of the form confidentiality agreement to receive information about the Debtors, or to submit a bid, is attached as **Exhibit D**. This form does not preclude interested parties from requesting changes to the confidentiality agreement or preclude the Debtors from agreeing to such changes.

4. The Debtors have articulated a good and sufficient reason for the sale of the Debtors' assets (the "Sale"), which is supported by a business justification, good business judgment, and sound business reasons.

5. The Bid Protections,² which include a three percent (3%) Break-Up Fee and an expense reimbursement (not to exceed \$350,000), to be paid under the circumstances described herein and in the Stalking Horse APA are: (i) actual and necessary costs and expenses of preserving the Debtors' estates within the meaning of Bankruptcy Code section 507(a)(2); (ii) commensurate to the real and substantial benefit conferred upon the Debtors' estates by the Proposed Purchaser; (iii) reasonable and appropriate, in light of the size and nature of the proposed sale transaction and comparable transactions, the commitments that have been made and the efforts that have been and will be expended by the Stalking Horse; and (iv) necessary to induce the Stalking Horse to continue to pursue the sale transaction and to continue to be bound by the Stalking Horse APA.

6. The Bid Protections also induced the Stalking Horse to submit a bid that will serve as a minimum floor bid on which the Debtors, their creditors and other bidders may rely. The

² Defined terms used herein shall have the meaning ascribed to them in the Motion to Sell.

Stalking Horse has provided a material benefit to the Debtors and their creditors by increasing the likelihood that the best possible price for the assets will be received. Accordingly, the Bid Procedures and the Bid Protections are reasonable and appropriate and represent the best method to maximize value for the Debtors' estates.

7. The Auction and Sale Notice, described in the Motion to Sell and attached as **Exhibit B**, are appropriate, adequate, and sufficient, and are reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale, and the Bid Procedures. No other or further notice is required for the Sale or the Bid Procedures, as set forth herein and in the Motion to Sell.

8. The form and manner of service of the Cure and Possible Assumption and Assignment Notice, described in the Motion to Sell and attached as **Exhibit C**, is approved in all respects. Service of the Cure and Possible Assumption and Assignment Notice, as set forth herein, constitutes sufficient notice of the assumption and assignment procedures described in the Motion to Sell.

9. As demonstrated by the compelling and sound business justifications set forth by the Debtors in their Motion to Sell and at the Bid Procedures Hearing, the entry of this Order is in the best interest of the Debtors and their Estates, and all other parties of interest herein; and therefore:

IT IS ORDERED:

1. The Motion to Sell is GRANTED to the extent set forth herein and all objections regarding the sale relief are preserved for the Sale Hearing, which is set for July 20, 2022 at 1:30 p.m.

2. The Bid Procedures are approved in all respects and shall govern all bids and bid proceedings relating to the sale of the Debtors' Assets. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Bid Procedures or obtain the highest and best outcome from the Sale.

3. The failure to specifically include or reference any particular provisions of the Bid Procedures in this Order shall not diminish or impair the effectiveness of such procedure, it being the intent of the Court that the Bid Procedures are authorized and approved in their entirety.

4. The form and manner of service of the Auction and Sale Notice is approved in all respects. Within two (2) business days following the entry of this Order, the Debtors shall serve the Auction and Sale Notice on (i) all parties that have requested notice in these Chapter 11 Cases as of the date hereof, (ii) all creditors of the Debtors, (iii) potential investors who were previously contacted by Houlihan Lokey as identified in the Motion to Sell, (iv) all counterparties to any of the Assigned Contracts, (v) the Office of the United States Trustee for the Northern District of Texas, (vi) counsel for the Bond Trustee, (vii) the Internal Revenue Service, (viii) the Office of the Attorney General for the State of Texas, (ix) the Texas Department of Insurance; (x) anyone else appearing on the creditor matrix (collectively "All Parties in Interest"). Service of the Auction and Sale Notice, as set forth herein, constitutes sufficient notice of the Auction and Sale Hearing.

5. The Debtors are authorized and approved to enter into the Stalking Horse APA with the Stalking Horse, which shall be subject to final approval at the July 20, 2022 hearing. The Court further specifically approves the Bid Protections, which include a break-up fee of 3% of the Purchase Price as set forth in the Stalking Horse APA plus actual expenses not to exceed \$350,000.

6. The Bid Deadline is July 12, 2022 at 4:00 p.m. (prevailing central time). All Potential Bidders are required to provide copies of their bids by e-mail and ensure the bid is received by the following parties on or before the Bid Deadline:

a. Counsel for the Debtors, Husch Blackwell LLP, Attn: Buffey Klein (buffey.klein@huschblackwell.com)

b. The Debtors' Chief Restructuring Officer, B Riley Advisory Services, Attn: Mark Shapiro (mshapiro@brileyfin.com) and Joseph Pegnia (jpegnia@brileyfin.com);

c. The Debtors' financial advisor, Houlihan Lokey Capital, Inc., Attn: Andrew Turnbull (aturnbull@hl.com) and Steven Balash (sbalash@hl.com); and

d. The Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, TX 75242-1699], Attn: Meredyth A. Kippes

(collectively the "Notice Parties"). Within one day of receipt, the Debtors will provide copies of any bids received to (a) Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., counsel to UMB Bank, N.A., in its capacities as master trustee and bond trustee (referred to herein as the "Bond Trustee"), by email to William Kannel (WKannel@mintz.com) and Aaron Williams (AWilliams@mintz.com), (b) FTI Consulting, financial advisor to the Bond Trustee, by email to Chad Shandler (Chad.Shandler@fticonsulting.com) and Jono Mahan (Jono.Mahan@fticonsulting.com), and (c) Kane Russell Coleman Logan PC, counsel for the Official Unsecured Creditors Committee, by email to Joseph M. Coleman (jcoleman@krcl.com), Kyle Woodard (kwoodard@krcl.com), and Michael Ridulfo (mridulfo@krcl.com).

7. Any Potential Bidder who does not submit a bid by the Bid Deadline will not be authorized or allowed to submit a bid after the Bid Deadline or participate in the Auction.

8. The Auction, if necessary, under the Bid Procedures, will be held on July 14, 2022 at 10:00 a.m. (prevailing central time) (a) at the offices of Husch Blackwell LLP, 1900 Pearl Street, Suite 1800, Dallas, Texas 75201 and/or (b) via a virtual platform, such as Zoom or GoToMeeting, as the Debtors designate. The Debtors shall provide notice of any change to the Auction location and, if via a virtual platform, the credentials required to access such platform, to all Qualified Bidders no later than twenty-four (24) hours prior to the Auction Date.

9. A hearing at which the Debtors shall seek approval of the Successful Bidder(s), shall be held in this Court on July 20, 2022 at 1:30 p.m. at the Earle Cabell Federal Building, 1100 Commerce Street, 14th Floor, Courtroom 1, Dallas, Texas 75242-1496 (the “Sale Hearing”).

10. Objections to the Sale shall be in writing, state the basis of such objection with specificity, and filed with the Court and served on the Notice Parties so as to be received on or before July 15, 2022 at 4:00 p.m. (prevailing central time). The failure of any party to timely file its objection shall be an absolute bar to the assertion at the Sale Hearing (or thereafter) of any objection to the consummation and performance of the Sale to the Stalking Horse.

11. The form and manner of service of the Cure and Possible Assumption and Assignment Notice is approved in all respects. Service of the Cure and Possible Assumption and Assignment Notice, as set forth in the Motion to Sell, constitutes sufficient notice of the procedures related to the possible assumption and assignment of executory contracts as set forth in this Order and the Motion to Sell

12. Unless an objection to the Cure and Possible Assumption and Assignment Notice has been filed within fourteen (14) days of the date of the Cure and Possible Assignment and Assumption Notice, all counterparties to any executory contract (other than resident contracts or resident leases) who have received actual or constructive notice of the Cure and Possible

Assumption and Assignment Notice shall be deemed to have waived and released any right to object to the assumption and assignment of such executory contract or to object to the cure amount and will have been deemed to have otherwise consented to the assumption and assignment of such executory contract to the Successful Bidder(s). If an objection to the Cure and Possible Assumption and Assignment Notice is received within fourteen (14) days of the date of the Cure and Possible Assumption and Assignment Notice, such objection will be resolved at the Sale Hearing. Such objection must set forth the cure amount or other obligation that the objecting party asserts is due, the specific types and dates of the alleged default(s), pecuniary losses, and conditions to the assignment and the support thereof, if any.

13. After the conclusion of the Auction, the Debtors shall file with the Court and inform any party who received a Cure and Possible Assumption and Assignment Notice identifying the applicable Successful Bidder(s), identifying which contracts will be assumed and assigned, and providing such party the Successful Bidder(s)' assurance of future performance. If the counterparty objects to the adequate assurance of future performance, such party must file an objection with the Court and serve the Contract Objection on the Notice Parties prior to the Sale Hearing. If a counterparty does not timely file and serve a Contract Objection, that party will be forever barred from objecting to the adequacy of the assurance, assumption, or assignment of the contract to the Successful Bidder. Any objections to the adequacy of the assurance or other objections to the possible assumption and assignment of the executory contract shall be decided at the Sale Hearing.

14. Notwithstanding any provision in any executory contract entered into by the Debtors and pursuant to 11 U.S.C. Section 365(f), any provision that prohibits or limits the ability

of the Debtors to assign such contract to a third-party is null and void and shall have no force and effect.

15. The Debtors are directed to consider filing either a proposed plan of reorganization or a conversion following the Sale Hearing and the closing of the Sale.

16. If the Stalking Horse becomes entitled to receive the Break-Up Fee and expense reimbursement in accordance with the terms of the Stalking Horse APA, which right survives the termination of the Stalking Horse APA, then the Stalking Horse shall be, and hereby is, granted an allowed administrative claim in the Debtors' chapter 11 cases in an amount equal to the Bid Protections, under Bankruptcy Code sections 503 and 507(a)(2) and in such case, the Bid Protections shall be paid to the Stalking Horse, in accordance with the Stalking Horse APA.

17. The Bid Protections shall be the exclusive remedy of the Stalking Horse and its affiliates for any termination of the Stalking Horse APA. In no event shall the Debtors or any of their respective affiliates have any liability with respect to the Stalking Horse or any of its affiliates, in connection with the Stalking Horse APA, in excess of the Break-Up Fee and the expense reimbursement in the event that the Stalking Horse APA terminates pursuant to the terms thereof that gives rise to the Bid Protections, and in such event any claim, right or cause of action by the Stalking Horse APA or its affiliates against the Debtors or their affiliates in excess of the Break-Up Fee and the expense reimbursement shall be deemed, and is hereby, fully waived, released and forever discharged.

18. The Debtors are authorized and directed, without further action or order by the Court to pay the Bid Protections in accordance with the terms and conditions of the Stalking Horse APA and this Order.

19. No person, other than the Stalking Horse, shall be entitled to any expense reimbursement, break-up fee, "topping," termination or other similar fee or payment.

20. The Debtors are authorized and empowered to take such steps, expend such sums of money, and do such other things as may be necessary to implement and effect the terms and requirements established and relief granted in this Order.

21. To the extent anything contained in this Order conflicts with the Motion to Sell, this Order and the provisions of the Bid Procedures shall govern and control.

22. Notwithstanding the applicability of Bankruptcy Rule 6004(h), this Order shall take effect immediately upon its entry.

23. This Court retains exclusive jurisdiction to hear and determine all matters arising from or relating to the implementation of this Order.

End of Order

Submitted by:

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1900 N. Pearl Street, Suite 1800
Dallas, Texas 75201
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Amber Fly
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Austin, Texas 78701
(512) 479-9758; fax (512) 479-1101

*Proposed Attorneys for the
Debtors and Debtors-in-Possession*

Exhibit A

Bid Procedures

CHRISTIAN CARE CENTERS, INC.

BID PROCEDURES

Set forth below are the bid procedures (the “Bid Procedures”) to be employed with respect to the sale of the Assets (defined below) of Christian Care Centers, Inc. and Christian Care Centers Foundation, Inc. (together, the “Debtors”), as debtors and debtors in possession jointly administered in the chapter 11 case (the “Chapter 11 Case”) pending in the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”), Case No. 22-80000.

The Debtors propose to sell the Assets as defined in the Stalking Horse APA (hereinafter defined) as a going concern (the “Sale”). The Sale is based upon a competitive bidding process, as set forth herein, and subject to approval by the Bankruptcy Court pursuant to section 363 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

Due Diligence Participation Requirements

Parties interested in conducting due diligence should contact the Debtors’ investment banker Houlihan Lokey Capital, Inc. (“Houlihan Lokey”), as follows:

Houlihan Lokey

Andrew Turnbull 312 456 4719 or aturnbull@hl.com, or

Steven Balash 312 462 6455 or sbalash@hl.com

Any person desiring to submit a bid for the Assets will be required to deliver to the Debtors an executed confidentiality agreement in form and substance satisfactory to the Debtors. The Debtors and their professionals will afford any person who executes a confidentiality agreement (a “Potential Bidder”) such due diligence access or additional information as the Debtors, in their business judgment, determine to be reasonable and appropriate. Notwithstanding the foregoing, the Debtors shall have the right, in their sole discretion to require satisfactory evidence of any Potential Bidder’s available funds for or firm commitment for sufficient financing to consummate an acquisition, prior to granting said Potential Bidder access to conduct due diligence. Additional due diligence materials will not be provided after the Bid Deadline (as defined below).

Notwithstanding the foregoing, neither the Debtors nor their professionals are required to provide confidential, business sensitive, or proprietary information to any Potential Bidder if the Debtors reasonably believe, in the Debtors’ exercise of their reasonable business judgment after consultation with their advisors and with the Bond Trustee, that (i) such disclosure would be

detrimental to the interests of the Debtors' estates (the "Estate"), or (ii) such Potential Bidder does not intend in good faith, or have the capacity, to consummate its bid.

Each Potential Bidder shall be deemed to have waived the right to pursue a substantial contribution claim under section 503 of the Bankruptcy Code related in any way to due diligence, the submission of its bid, the Bid Procedures, the Auction and the Sale.

Selection of a Stalking Horse Bidder

Pursuant to the order approving these Bid Procedures (the "Bid Procedures Order"), and as set forth below, the Debtors are authorized to enter into: (i) the definitive asset purchase agreement (the "Stalking Horse APA") with North Texas Benevolent Holdings, LLC ("NTBH" or the "Stalking Horse"); and (ii) operations transfer agreements for each facility and ancillary business line with NTBH's designated operators (collectively, the "Stalking Horse OTAs", and together with the Stalking Horse APA, the "Stalking Horse Definitive Agreements"). The Stalking Horse APA provides for the sale of substantially all of the Assets to the Stalking Horse for a purchase price of \$45,000,000, plus the assumption of Assumed Liabilities and less a credit of \$750,000 related to the assumption of certain Assumed Liabilities, all as set forth more fully therein.

As a component of the Stalking Horse APA, the Debtors provided a break-up fee of 3% of the cash purchase price plus actual expenses in an amount not to exceed \$350,000 (collectively the "Break-Up Fee"), a minimum bid increment for other bidders to submit competing bids, and other buyer protections (collectively, the "Bid Protections") requested by the Stalking Horse.

The Stalking Horse must also comply with all other applicable Participation Requirements (as defined below).

Bid Deadline

The deadline for any Potential Bidders to submit bids intending to compete with the Stalking Horse Definitive Agreements, if any, shall be **July 12, 2022 at 4:00 p.m. (prevailing Central Time)** (the "Bid Deadline"). Such bids must be received on or before the Bid Deadline by the following parties (collectively, the "Notice Parties"):

1. Counsel for the Debtors, Husch Blackwell LLP, Attn: Buffey Klein (buffey.klein@huschblackwell.com);
2. the Debtors' Chief Restructuring Officer, B Riley Advisory Services, Attn: Mark Shapiro (mshapiro@brileyfin.com) and Joe Pagnia (jpegnia@brileyfin.com);
3. the Debtors' investment banker, Houlihan Lokey Capital, Inc., Attn: Andrew Turnbull (aturnbull@hl.com) and Steven Balash (sbalash@hl.com); and
4. the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, TX 75242-1699, Attn: Meredyth Kippes.

Within one day of receipt, the Debtors will provide copies of any bids received to (a) Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., counsel to UMB Bank, N.A., in its capacities as

master trustee and bond trustee (referred to herein as the “Bond Trustee”), by email to William Kannel (WKannel@mintz.com) and Aaron Williams (AWilliams@mintz.com), (b) FTI Consulting, financial advisor to the Bond Trustee, by email to Chad Shandler (Chad.Shandler@fticonsulting.com) and Jono Mahan (Jono.Mahan@fticonsulting.com), and (c) Kane Russell Coleman Logan PC, counsel for the Official Unsecured Creditors Committee, by email to Joseph M. Coleman (jcoleman@krcl.com), Kyle Woodard (kwoodard@krcl.com), and Michael Ridulfo (mridulfo@krcl.com).

Bid Requirements

To be eligible to participate in the Auction (as such term is defined below), each bid and each Potential Bidder submitting such a bid must conform to the following requirements (collectively, the “Participation Requirements”):

1. In the event a bidder offers to purchase substantially all of Debtors’ Assets, the bid shall be on terms no less favorable to the Debtors than those set forth in the Stalking Horse APA, including without limitation, a value to the Debtors, in the Debtors’ exercise of their reasonable business judgment after consultation with their advisors, the Committee (as defined below) and the Bond Trustee, that is greater than or equal to the value offered under the Stalking Horse APA, plus at least (i) the amount of the Break-Up Fee and (ii) \$250,000 (the “Minimum Bid Increment,” and together with the Break-Up Fee, the “Minimum Qualified Bid”);
2. In the event a bidder offers to purchase less than substantially all of the Debtors’ Assets, then any such bid shall be in conformance with the remainder of the Participation Requirements set forth below;
3. Include a redlined copy of the Stalking Horse APA attached to the Sale Motion to show any proposed amendments thereto (the “Modified APA”) and a clean and executed Modified APA;
4. To the extent applicable, redlined copies of the Stalking Horse OTAs contained in the data room to show any proposed amendments thereto (the “Modified OTAs”) and clean versions of the Modified OTAs;
5. Include a statement that there are no conditions precedent to the Potential Bidder’s ability to enter into the definitive agreements, including that there are no financing contingencies or due diligence contingencies to the bid, and that all necessary internal and shareholder/member approvals have been obtained prior to the bid;
6. State that such offer is binding and irrevocable until the approval of the Successful Bid(s) by the Court unless designated as the Back-Up Bid (each, as defined below), provided that if such offer is selected as a Successful Bid or a Back-Up Bid, then the offer shall remain binding and irrevocable until the closing of the transaction contemplated by the Successful Bid(s);
7. Disclose the identity of each entity that will be bidding or otherwise participating in connection with such bid;

8. Include the names and contact information of members of the Potential Bidder who will be available to answer questions regarding the offer, including advisors and related parties;
9. Include a good-faith deposit in immediately available funds of at least 8.9 percent (8.9%) of the Purchase Price set forth in the bid ("Earnest Money Deposit");
10. Provide satisfactory written evidence of available funds or a firm commitment for financing sufficient to consummate the Sale;
11. Provide information on the Potential Bidder's prior experience owning / operating comparable facilities or such other applicable experience to permit the Debtors to evaluate the Potential Bidder's ability to operate the facilities and ancillary businesses and assume each Assumed Contract;
12. Represent and warrant that the Potential Bidder has had an opportunity to conduct any and all due diligence regarding the Debtors' business and the Assets prior to submitting its bid and a statement that the Potential Bidder has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the Assets in making its bid and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Debtors' business or the Assets or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the Potential Bidder's Modified APA, ultimately accepted and executed by the Debtors; and
13. Acknowledge that the Potential Bidder is not entitled to any of the Bid Protections.

To the extent that any Potential Bidder proposes to include non-cash consideration in its bid, such non-cash consideration must be freely marketable and such bid must be accompanied by the form of note or other type of instrument in connection with such non-cash consideration. Non-cash consideration that will become a distribution to the Bond Trustee will only be considered if and to the extent reasonably acceptable to the Bond Trustee.

The Debtors, following consultation with the Bond Trustee and any statutorily appointed committee (a "Committee"), shall determine whether bids submitted by Potential Bidders meet the Participation Requirements.

Bids are not required to adopt the business structure as set forth in the Stalking Horse APA, may provide for either a for-profit or not-for-profit entity as the operator of the facilities. Bids may be for some or all the Debtors' facilities.

Qualified Bidders and Bids

Potential Bidders who have satisfied the Participation Requirements in the Debtors' judgment, will be deemed "Qualified Bidders." Bids that contain all bid requirements, as determined by the Debtors, in consultation with the Bond Trustee and the Committee, if any, will

be deemed “Qualified Bids.” The Stalking Horse shall be entitled to credit bid the amount of its Break-Up Fee.

The Debtors will advise each Potential Bidder whether they are deemed to be a Qualified Bidder and whether their bid is a Qualified Bid before the Auction. The Stalking Horse is deemed a Qualified Bidder and the Stalking Horse Bid is a Qualified Bid in all respects. The Debtors will provide copies of the Qualified Bids to the Bond Trustee and the Committee.

The Debtors reserve the right to waive noncompliance with any one or more of the Participation Requirements to be a Qualified Bid (the Stalking Horse’s right to the Break-Up Fee may not be waived) and deem an otherwise not Qualified Bid to be a Qualified Bid if they reasonably determine, in their business judgment, after consultation with the Bond Trustee and the Committee, that such waiver is consistent with their fiduciary duties.

All Qualified Bidders, including the Stalking Horse, shall be deemed to have waived the right to pursue a substantial contribution claim under section 503 of the Bankruptcy Code related in any way to due diligence, the submission of its bid, the Bid Procedures, the Auction and the Sale.

Auction Participation

Unless otherwise agreed to by the Debtors, only the Debtors, Qualified Bidders, members of the Committee, the Bond Trustee, and each of the foregoing’s legal or financial professionals are eligible to attend or participate at the Auction. Subject to the other provisions of these Bid Procedures, if the Debtors do not receive any Qualified Bids other than Stalking Horse Bid or if no Qualified Bidder other than the Stalking Horse has indicated its intent to participate in the Auction, the Debtors will not hold an Auction and the Stalking Horse will be named the Successful Bidder (as defined below).

The Bond Trustee shall be entitled to credit bid for the Assets pursuant to Section 363(k), or otherwise, during or at the conclusion of the Auction only if the Stalking Horse APA is no longer a Qualified Bid at any point after the Chapter 11 Case is filed.

Auction

If more than one Qualified Bid is received, the Debtors will conduct an auction (the “Auction”) for the sale of substantially all the Assets. Each Qualified Bidder participating at the Auction will be required to confirm on the record that it has not engaged in any collusion with respect to the bidding or the Sale.

The Auction, if required, shall take place at 10:00 a.m. (prevailing Central Time) on July 14, 2022, (a) at the offices of Husch Blackwell LLP, 1900 Pearl Street, Suite 1800, Dallas, Texas 75201 and/or (b) via a virtual platform, such as Zoom or GoToMeeting, as the Debtors designate. No later than forty-eight (48) hours prior to the Auction Date, the Debtors shall provide notice of any change to the Auction location and, if via a virtual platform, the credentials required to access such platform, to all Qualified Bidders.

Before the Auction, the Debtors must provide copies of the Qualified Bid that the Debtors, in consultation with Bond Trustee and the Committee, believe is the highest or otherwise best offer to all Qualified Bidders who are eligible to attend and participate in the Auction.

All Qualified Bidders who have submitted a Qualified Bid shall be entitled to be present for all Subsequent Bids with the understanding that the identity of each bidder shall be disclosed to all other bidders and that the material terms of each Subsequent Bid (including any Subsequent Bid by any bidder) will be fully disclosed to all other bidders.

Bidding at the Auction shall begin with the highest or otherwise best Qualified Bid. At the Auction, only the Stalking Horse and other Qualified Bidders will be permitted to increase and/or improve their bids. The bidding shall be in minimum increments of at least \$250,000 higher than the previous bid or bids (after giving effect to the minimum required for each bid to be determined to be a Qualified Bid). Subject to modification of the bidding procedures as set forth herein, the Auction shall continue in one or more rounds of bidding and shall conclude after each participating bidder has had the opportunity to submit one or more additional Subsequent Bids with full knowledge and written confirmation of the then-existing highest bid or bids. The Auction will be conducted openly, and the Auction Participants will be informed of the terms of the highest and best previous bid. Otherwise, the Debtors may conduct the Auction in any manner they reasonably determine, in their business judgment, after consultation with the Bond Trustee and the Committee, will achieve the maximum value for the Assets.

Closing the Auction

The Auction shall continue until there is one offer or a combination of offers that the Debtors determine, following consultation with the Bond Trustee and the Committee, subject to Bankruptcy Court approval, is the highest and best offer(s) from among the Qualified Bidders (including the Stalking Horse) submitted at the Auction (the “Successful Bid(s)”). The Qualified Bidder(s) submitting such Successful Bid(s) shall become the “Successful Bidder” and shall have such rights and responsibilities of a purchaser, as set forth in the Stalking Horse APA or Modified APA, as applicable. Immediately prior to the conclusion of the Auction, the Debtors shall, in consultation with the Bond Trustee and the Committee: (1) review each bid made at the Auction on the basis of financial and contractual terms and such other factors as may be relevant to the sale process, including the risks and timing associated with consummating each bid, the risks associated with any non-cash consideration in such bid, the ability of a Qualified Bidder to timely obtain any required regulatory approvals and any other factors deemed relevant by the Debtors in their reasonable discretion; (2) identify the Successful Bid(s); and (3) notify all Qualified Bidders at the Auction, prior to its conclusion, of the name or names of the Successful Bidder(s) and the amount and other material terms of the Successful Bid(s).

All Qualified Bidders attending the Auction shall agree to remain ready, willing, and able to close the Sale under the terms of their last Qualified Bid submitted at such Auction as a back-up bidder. The Debtors shall, following consultation with the Bond Trustee and the Committee, select a back-up bid (the “Back-Up Bid”) for the Assets from among the Qualified Bidders (the “Back-Up Bidder”), which shall remain open and irrevocable until one (1) business day after the closing of the Sale with the Successful Bidder(s). In the event that the Successful Bidder fails to close the transaction contemplated by the Successful Bidder, for any reason, the Debtors may, following

consultation with the Bond Trustee and the Committee, elect to regard the Back-Up Bid as the highest and best bid for the Assets, and the Debtors will be authorized to consummate the transaction contemplated by the Back-Up Bid without further order of the Bankruptcy Court, and the Back-Up Bidder shall close on the Sale in accordance with such Back-Up Bid.

The Successful Bidder(s) and the Back-Up Bidder(s) shall be deemed to have waived the right to pursue a substantial contribution claim under section 503 of the Bankruptcy Code related in any way to due diligence, the submission of its bid, the Bid Procedures, the Auction and the Sale.

Assumption of Executory Contracts and Unexpired Leases

The Stalking Horse APA and Modified APA must designate which executory contracts and unexpired leases are to be assumed and assigned (the “Assigned Contracts”). In all circumstances, the Successful Bidder(s) shall be responsible for all cure amounts relating to the Assigned Contracts under section 365 of the Bankruptcy Code.

Reservation of Rights

THE DEBTORS RESERVE THEIR RIGHTS TO (I) MODIFY THESE BID PROCEDURES IN ANY MANNER, IN CONSULTATION WITH THE BOND TRUSTEE AND THE COMMITTEE, THAT WILL BEST PROMOTE THE GOALS OF THE BIDDING PROCESS AND TO IMPOSE, AT OR PRIOR TO THE AUCTION, ADDITIONAL OR DIFFERENT CUSTOMARY TERMS AND CONDITIONS ON THE SALE OF THE ASSETS, INCLUDING, WITHOUT LIMITATION, MODIFYING THE REQUIREMENTS FOR A QUALIFIED BID (EXCEPT AS TO THE STALKING HORSE BREAK-UP FEE AS SET FORTH HEREIN) (II) EXTENDING THE DEADLINES SET FORTH IN THESE BID PROCEDURES, (III) ADJOURNING THE AUCTION AT OR PRIOR TO THE AUCTION AND/OR ADJOURNING THE SALE HEARING PRIOR TO SUCH HEARING OR IN OPEN COURT WITHOUT FURTHER NOTICE, AND (IV) REJECTING ANY OR ALL QUALIFIED BIDS IF, IN THE DEBTORS’ REASONABLE, GOOD-FAITH BUSINESS JUDGMENT DETERMINES THAT SUCH QUALIFIED BID IS (A) INADEQUATE OR INSUFFICIENT, (B) NOT IN CONFORMITY WITH THE REQUIREMENTS OF THE BANKRUPTCY CODE OR ANY RELATED RULES OR THE TERMS SET FORTH HEREIN, OR (C) CONTRARY TO THE BEST INTERESTS OF THE DEBTORS. THE DEBTORS RESERVE THE RIGHT, AT ANY TIME, FOR ANY REASON AND IN THEIR REASONABLE, GOOD-FAITH BUSINESS JUDGMENT IN CONSULTATION WITH THE BOND TRUSTEE AND THE COMMITTEE, TO DECLINE TO PURSUE THE SALE AND TO WITHDRAW ANY MOTION FILED IN THE COURT SEEKING TO APPROVE THE SALE.

Exhibit B

Proposed Auction and Sale Notice

Buffey E. Klein
State Bar No. 2403251
Buffey.Klein@huschblackwell.com
HUSCH BLACKWELL LLP
1900 N. Pearl Street, Suite 1800
Dallas, Texas 75201
(214) 999-6100; fax (214) 999-6170

Lauren Hayes
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Lauren.Hayes@huschblackwell.com
Amber Fly
State Bar No. 24101761
Amber.Fly@huschblackwell.com
HUSCH BLACKWELL LLP
111 Congress Avenue, Suite 1400
Austin, Texas 78701
(512) 479-9758; fax (512) 479-1101

*Proposed Attorneys for the
Debtors and Debtors-in-Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

-----X		
In re:	§	Case No. 22-80000-sgj11
	§	(Joint Administration Pending)
CHRISTIAN CARE CENTERS, INC. and	§	
CHRISTIAN CARE CENTERS FOUNDATION,	§	Chapter 11
INC. ³	§	
Debtors.	§	
-----X		

NOTICE OF BID PROCEDURES, AUCTION, AND SALE HEARING

A HEARING DATE ON THE SALE OF THE DEBTORS' ASSETS IS SET FOR JULY 20, 2022 AT 1:30 P.M. (CST), WHICH IS AT LEAST 21 DAYS FROM THE DATE OF SERVICE HEREOF. NO OBJECTION TO SUCH SALE WILL BE CONSIDERED UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT THE EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE STREET, 14TH FLOOR, DALLAS, TEXAS 75242-

³ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Christian Care Centers, Inc. (9664) and Christian Care Centers Foundation (3572). The Debtors' mailing address is 900 Wiggins Parkway, Mesquite TX 75150.

1496 AT LEAST FIVE (5) DAYS IN ADVANCE OF SUCH HEARING DATE.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK, AND A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY PRIOR TO THE DATE AND TIME SET FORTH HEREIN. IF A RESPONSE IS FILED, A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.

IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

PLEASE TAKE NOTICE that on May 23, 2022, Christian Care Centers, Inc. and Christian Care Centers Foundation, Inc. (collectively the “Debtors”) filed voluntary petitions for relief under chapter 11, title 11 of the United States Code with the United States Bankruptcy Court for the Northern District of Texas (the “Court”).

PLEASE TAKE FURTHER NOTICE that on May 23, 2022, Debtors filed the Motion for Order (A) Approving the Sale of Assets of Debtors, (B) Approving Bid Procedures and Protections in Connection with the Sale of Substantially All of the Debtors’ Assets, (C) Approving Assumption and Assignment of Executory Contracts, and (D) Granting Other Related Relief seeking, among other things, (i) approval of certain bid procedures (the “Bid Procedures”) and bid protections with respect to the sale of substantially all of the Debtors’ assets (the “Assets”); (ii) authorization to sell the Assets free and clear of all liens, claims, interests, and encumbrances; and (iii) authorization to assume and assign certain executory contracts of the Debtors.

PLEASE TAKE FURTHER NOTICE that on _____, 2022, the Court entered the Order (A) Approving the Sale of Assets of Debtors, (B) Approving Bid Procedures and Protections in connection with the Sale of Substantially all of the Debtors’ Assets, (C) Approving Procedures for the Assumption and Assignment of Executory Contracts, and (D) Granting Other Relief (the “Bid Procedures Order”), which among other things, approved the Bid Procedures and sets the following deadlines and dates:

Bid Deadline: July 12, 2022 at 4:00 p.m. CT

Auction: July 14, 2022 at 10:00 a.m. CT

A copy of the Bid Procedures is enclosed.

PLEASE TAKE FURTHER NOTICE that pursuant to the Bid Procedures Order, a hearing to approve the sale in accordance with the Bid Procedures will be held on July 20, 2022, at 1:30 p.m., at the Earle Cabell Federal Building, 1100 Commerce Street, 14th Floor, Courtroom

Number 1, Dallas, Texas 75242-1496. Any objection to the terms of the sale must be filed with the Court so as to be received no later than five (5) days prior to the hearing by the following parties: (i) counsel for the Debtors, Husch Blackwell LLP, Attn: Buffey Klein (buffey.klein@huschblackwell.com), (ii) the Debtors' Chief Restructuring Officer, B Riley Advisory Services, Attn: Mark Shapiro (mshapiro@brileyfin.com) and Joseph Pegnia (jpegnia@brileyfin.com), (iii) the Debtors' financial advisor, Houlihan Lokey Capital, Inc., Attn: Andrew Turnbull (aturnbull@hl.com) and Steven Balash (sbalash@hl.com); (iv) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., Attn. William Kannel (WKannel@mintz.com) and Aaron Williams (AWilliams@mintz.com); (v) the Office of the United States Trustee, 1100 Commerce St., Room 976, Dallas, Texas 75242-1699, Attn. Meredyth A. Kippes; and (vi) Kane Russell Coleman Logan PC, counsel for the Official Unsecured Creditors Committee, by email to Joseph M. Coleman (jcoleman@krcl.com), Kyle Woodard (kwoodard@krcl.com), and Michael Ridulfo (mridulfo@krcl.com).

PLEASE TAKE FURTHER NOTICE that a copy of the Bid Procedures Order, the Bid Procedures, and any other document filed in the Debtors' Chapter 11 Cases may be (i) inspected in the offices of the Clerk of Court during normal business hours; (ii) downloaded from the Court's website at <http://www.txnb.uscourts.gov/> (with a prior registration with PACER and payment of applicable fees), and (iii) downloaded free of charge at Epiq. Requests may also be made to Debtors' counsel using the below contact information.

Dated: _____, 2022.

Respectfully Submitted,

/s/
Buffey E. Klein
State Bar No. 24032515
Buffey.Klein@huschblackwell.com
HUSCH BLACKWELL LLP
1900 N. Pearl Street, Suite 1800
Dallas, Texas 75201
(214) 999-6100; fax (214) 999-6170

Lauren Hayes
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(512) 479-9758; fax (512) 479-1101

*Proposed Attorneys for the
Debtors and Debtors-in-Possession*

Exhibit C

Cure and Possible Assumption and Assignment Notice

Buffey E. Klein
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Austin, Texas 78701
(512) 479-9758; fax (512) 479-1101

*Proposed Attorneys for the
Debtors and Debtors-in-Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

-----X		
In re:	§	Case No. 22-80000-sgj11
	§	(Joint Administration Pending)
CHRISTIAN CARE CENTERS, INC. and	§	
CHRISTIAN CARE CENTERS FOUNDATION,	§	Chapter 11
INC. ⁴	§	
Debtors.	§	
-----X		

NOTICE OF ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS

A HEARING DATE ON THE SALE OF THE DEBTORS' ASSETS IS SET FOR JULY 20, 2022 AT 1:30 P.M. (CST), WHICH IS AT LEAST 21 DAYS FROM THE DATE OF SERVICE HEREOF. NO OBJECTION TO SUCH SALE WILL BE CONSIDERED UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT THE EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE STREET, 14TH FLOOR, DALLAS, TEXAS 75242-

⁴ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Christian Care Centers, Inc. (9664) and Christian Care Centers Foundation (3572). The Debtors' mailing address is 900 Wiggins Parkway, Mesquite TX 75150.

1496 AT LEAST FIVE (5) DAYS IN ADVANCE OF SUCH HEARING DATE.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK, AND A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY PRIOR TO THE DATE AND TIME SET FOR HEARING HEREIN. IF A RESPONSE IS FILED, A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.

IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

PLEASE TAKE NOTICE that on May 23, 2022, Christian Care Centers, Inc. and Christian Care Centers Foundation, Inc. (collectively the “Debtors”) filed voluntary petitions for relief under chapter 11, title 11 of the United States Code with the United States Bankruptcy Court for the Northern District of Texas (the “Court”).

PLEASE TAKE FURTHER NOTICE that on May 23, 2022, Debtors filed the Motion for Order (A) Approving the Sale of Assets of Debtors, (B) Approving Bid Procedures and Protections in Connection with the Sale of Substantially All of the Debtors’ Assets, (C) Approving Assumption and Assignment of Executory Contracts, and (D) Granting Other Related Relief seeking, among other things, (i) approval of certain bid procedures (the “Bid Procedures”) and bid protections with respect to the sale of substantially all of the Debtors’ assets (the “Assets”); (ii) authorization to sell the Assets free and clear of all liens, claims, interests, and encumbrances; and (iii) authorization to assume and assign certain executory contracts of the Debtors.

PLEASE TAKE FURTHER NOTICE that on _____, 2022, the Court entered the Order (A) Approving the Sale of Assets of Debtors, (B) Approving Bid Procedures and Protections in connection with the Sale of Substantially all of the Debtors’ Assets, (C) Approving Procedures for the Assumption and Assignment of Executory Contracts, and (D) Granting Other Relief (the “Bid Procedures Order”), which among other things, approved the Bid Procedures and the procedures for the assumption and assignment of the Debtors’ executory contracts. A copy of the Bid Procedures Order is enclosed as Exhibit A.

PLEASE TAKE FURTHER NOTICE that the Debtors have set forth on Exhibit B the amounts due and owing, if any, under the executory contract (excluding resident contracts and resident leases) through the date hereof (the “Cure Amount”). The Bankruptcy Code requires that the Cure Amount (which includes any amounts owing on account of the Debtors’ prepetition obligation under the executory contract) be paid in full to the parties owed such amounts upon the Debtors’ assumption of such contract.

PLEASE TAKE FURTHER NOTICE THAT ANY PARTY SEEKING TO ASSERT AN OBJECTION TO THE ASSUMPTION BY THE DEBTORS AND ASSIGNMENT OF SUCH CONTRACT TO THE SUCCESSFUL BIDDER OF SUCH CONTRACT, INCLUDING THE VALIDITY OF ANY CURE AMOUNT AS DETERMINED BY THE DEBTORS OR TO OTHERWISE ASSERT THAT ANY OTHER AMOUNTS, DEFAULTS, CONDITIONS, OR OTHER LOSSES MUST SET FORTH THE BASIS OF THEIR OBJECTION WITH RESPECT TO SUCH CONTRACT SO THAT SUCH OBJECTION AND MUST SERVE SUCH OBJECTION (the “Objection”) SO THAT IT IS ACTUALLY RECEIVED ON OR BEFORE FOURTEEN (14) DAYS FOLLOWING SERVICE OF THIS NOTICE (the “Objection Deadline”) by: (i) counsel for the Debtors, Husch Blackwell LLP, Attn: Buffy Klein (buffy.klein@huschblackwell.com), (ii) the Debtors’ Chief Restructuring Officer, B Riley Advisory Services, Attn: Mark Shapiro (mshapiro@brileyfin.com) and Joseph Pagnia (jpagnia@brileyfin.com), (iii) the Debtors’ financial advisor, Houlihan Lokey Capital, Inc., Attn: Andrew Turnbull (aturnbull@hl.com) and Steven Balash (sbalash@hl.com); (iv) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., Attn. William Kannel (WKannel@mintz.com) and Aaron Williams (AWilliams@mintz.com); (v) the Office of the United States Trustee, 1100 Commerce St., Room 976, Dallas, Texas 75242-1699, Attn. Meredyth A. Kippes; and (vi) Kane Russell Coleman Logan PC, counsel for the Official Unsecured Creditors Committee, by email to Joseph M. Coleman (jcoleman@krcl.com), Kyle Woodard (kwoodard@krcl.com), and Michael Ridulfo (mridulfo@krcl.com).

PLEASE TAKE FURTHER NOTICE THAT UNLESS AN OBJECTION IS FILED AND SERVED BY A COUNTERPARTY TO THE EXECUTORY CONTRACT BY THE OBJECTION DEADLINE, ALL PARTIES WHO HAVE RECEIVED ACTUAL OR CONSTRUCTIVE NOTICE HEREOF SHALL BE DEEMED TO HAVE WAIVED AND RELEASED ANY RIGHT TO ASSERT AN ASSUMPTION OBJECTION AND TO HAVE OTHERWISE CONSENTED TO ASSUMPTION AND ASSIGNMENT OF SUCH CONTRACT AND SHALL BE FOREVER BARRED AND ESTOPPED FROM ASSERTING OR CLAIMING AGAINST THE DEBTORS, THE SUCCESSFUL BIDDER(S), OR ANY OTHER ASSIGNEE OF THE RELEVANT ASSUMED AND ASSIGNED CONTRACT THAT ANY ADDITIONAL AMOUNTS ARE DUE OR DEFAULTS EXIST, OR CONDITIONS TO THE ASSUMPTION OR ASSIGNMENT MUST BE SATISFIED.

PLEASE TAKE FURTHER NOTICE that the Objection must set forth the cure amount or other obligation that the objecting party asserts is due, the specific types and dates of the alleged defaults, pecuniary losses, and conditions to the assignment and support, if any.

PLEASE TAKE FURTHER NOTICE that you will be notified before the hearing regarding whether the Debtors intend to assume the executory contract it has with you. If the Debtors elect to assume the executory contract, you will also be notified of the applicable Successful Bidder and their assurance of future performance. If you object to the adequate assurance of future performance, you must file an objection with the Court and serve the Objection on the parties listed above prior to the hearing date referenced above.

PLEASE TAKE FURTHER NOTICE that if any objections are timely received and the Debtors and/or Successful Bidder(s) is unable to resolve such objection, the proposed assumption and assignment which is the subject of the Objection shall be considered at the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that if you agree with the Cure Amount and do not otherwise object to the Debtors' assumption and assignment of the contract, you do not need to take any further action.

PLEASE TAKE FURTHER NOTICE that a copy of the Bid Procedures Order, the Bid Procedures, and any other document filed in the Debtors' Chapter 11 Cases may be (i) inspected in the offices of the Clerk of Court during normal business hours; (ii) downloaded from the Court's website at <http://www.txnb.suscourts.gov/> (with a prior registration with PACER and payment of applicable fees), and (iii) downloaded free of charge at <https://dm.epiq11.com/ChristianCare>. Requests may also be made to Debtors' counsel using the below contact information.

Dated: _____, 2022.

Respectfully Submitted,

/s/
Buffey E. Klein
State Bar No. 24032515
Buffey.Klein@huschblackwell.com
HUSCH BLACKWELL LLP
1900 N. Pearl Street, Suite 1800
Dallas, Texas 75201
(214) 999-6100; fax (214) 999-6170

Lauren Hayes
Texas Bar No. 24081961
Lauren.Hayes@huschblackwell.com
Amber Fly
State Bar No. 24101761
Amber.Fly@huschblackwell.com
HUSCH BLACKWELL LLP
111 Congress Avenue, Suite 1400
Austin, Texas 78701
(512) 479-9758; fax (512) 479-1101

*Proposed Attorneys for the
Debtors and Debtors-in-Possession*

Exhibit D

Confidentiality Agreement

PERSONAL AND CONFIDENTIAL

[Date]

Re: CONFIDENTIALITY AGREEMENT

Dear _____:

In connection with your consideration of a possible transaction (“Transaction”) with Christian Care Centers, Inc. (the “Company”), you have requested certain confidential and other information concerning the Company. Houlihan Lokey Capital, Inc. (“Houlihan Lokey”) is the investment banker and financial advisor to the Company.

You agree to treat any information concerning the Company, whether furnished to you before or after the date of this agreement, together with any and all analyses or other documents prepared by you or any of your directors, employees, advisors, attorneys, accountants, consultants, subcontractors, or representatives (collectively, “Representatives”) which contain or otherwise reflect such information (collectively, “Evaluation Material”), in accordance with this agreement. The term “Evaluation Material” does not include information which (a) was already in your possession prior to the time of disclosure to you by the Company or any of its Representatives, provided that such information was not furnished to you by a source known by you to be bound by a confidentiality agreement with the Company, or otherwise prohibited from disclosing the information to you, (b) was or becomes generally available to the public other than as a result of a disclosure by you or any of your Representatives, (c) becomes available to you on a non-confidential basis from a source other than the Company or any of its Representatives, provided that such source is not known by you to be bound by a confidentiality agreement with the Company, or otherwise prohibited from disclosing the information to you, or (d) which was or is independently developed by you without violating your obligations hereunder.

The Evaluation Material will be used solely for the purpose of evaluating the Transaction between the Company and you, and will be kept confidential by you and your Representatives, except to the extent that disclosure (a) has been consented to in writing by the Company, or (b) is made to your Representatives who need to know such information for the purpose of evaluating the Transaction (it being understood that such Representatives shall be informed by you of the confidential nature of the Evaluation Material). You shall be responsible for any acts or omissions of any of your Representatives which, if they were the acts or omissions of you, would be deemed a breach of your obligations hereunder.

In the event that you or any of your Representatives are requested or required by law, regulatory authority or other applicable judicial or governmental order to disclose any Evaluation Material, you will provide the Company with prompt notice of any such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this agreement. In the event that such protective order or other

remedy is not obtained, or that the Company waives compliance with the terms hereof, you may disclose only that portion of the Evaluation Material which is legally required.

In addition, without the prior written consent of the Company, you will not, and will direct your Representatives not to, disclose to any person (a) that the Evaluation Material has been made available to you or your Representatives, (b) that discussions are taking place concerning a Transaction, or (c) any terms or other facts with respect to the Transaction, including the status thereof. You further agree that, without the prior written consent of the Company, neither you nor any of your affiliates will, directly or indirectly, alone or in concert with others: (i) purchase, offer or agree to purchase, or announce an intention to purchase any indebtedness of, or claim against the Company or assets of the Company or rights or options to acquire the same or contract any party with respect thereto; (ii) seek or propose to influence or control the Company's management, board of directors, policies or affairs; (iii) disclose any intention, plan or arrangement inconsistent with the foregoing; or (iv) encourage any of the foregoing.

It is understood and agreed that money damages may not be a sufficient remedy for any breach of this agreement, and that the Company is entitled to seek specific performance and injunctive or other equitable relief. Such remedy shall not be deemed to be the exclusive remedy for breach of this agreement, but shall be in addition to all other remedies available at law or equity to the Company.

Neither the Company nor any of its Representatives shall be deemed to have made any representations or warranties as to the accuracy or completeness of the Evaluation Material. Only those representations or warranties which are made by the Company in a final definitive agreement regarding a Transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

Within ten days after being so requested by the Company, except to the extent you are advised by legal counsel that complying with such request would be prohibited by law or regulatory authority, you will return or destroy at your cost all Evaluation Material at the option of the Company. Any destruction of materials shall be confirmed by you in writing. Any Evaluation Material that cannot be returned or destroyed (such as oral Evaluation Material) shall remain confidential, subject to the terms of this agreement.

This agreement binds the parties only with respect to the matters expressly set forth herein. As such, unless and until a subsequent definitive written agreement regarding a Transaction between the Company and you has been executed, (a) neither the Company nor you will be under any legal obligation of any kind whatsoever to negotiate or consummate a Transaction, and (b) you shall have no claim whatsoever against the Company or any of its directors, officers, employees, advisors, attorneys, accountants, consultants, subcontractors, affiliates, owners or representatives arising out of or relating to any Transaction or Evaluation Material.

All inquiries and other communications are to be made directly to Houlihan Lokey or employees or representatives of the Company specified by Houlihan Lokey. Accordingly, you agree not to directly or indirectly contact or communicate with any executive or other employee

of the Company concerning a Transaction, or to seek any information in connection therewith from such person, without the express written consent of Houlihan Lokey.

Additionally, you agree not to solicit for employment any Company employees to whom you may be introduced or with whom you otherwise had contact as a result of your consideration of a Transaction for a period of one (1) year after the date of this agreement, provided that you shall not be restricted in any general solicitation for employees (including through the use of employment agencies) not specifically directed at any such persons, and provided further that you shall not be restricted in hiring any such person who responds to any such general solicitation.

This agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. This agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof. No amendments, changes or modifications may be made to this agreement without the express written consent of each of the parties hereto. If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No failure or delay by the Company in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder.

In the event you are granted physical access to the Company's assets or facilities, (i) you agree to, and shall cause your Representatives to, comply fully with all rules, regulations and instructions issued by the Company (or third party operators, if applicable) regarding your and such Representatives' actions while upon, entering or leaving the assets or facilities and (ii) you shall be solely responsible for your and such Representatives' access to the assets or other facilities of the Company, which you agree shall be at your sole risk and expense.

The Company reserves the unilateral right, in its sole discretion and without notice to you, at any time and for any reason or no reason, to (i) decline to provide physical access to the Company's assets or facilities or any requested confidential information to you, (ii) discontinue consideration of a Transaction, (iii) reject any or all proposals made by you or your Representatives with regard to a Transaction, (iv) terminate discussions and negotiations with you, (v) negotiate with any other person with regard to a Transaction, (vi) conduct a formal process relating to a Transaction or change the procedure for conducting that process and (vii) accept any offer, whether or not such offer includes the highest consideration. Unless and until a written definitive agreement concerning a Transaction has been mutually negotiated and executed by you and the Company, no agreement providing for a Transaction shall be deemed to exist and neither you or your Representatives nor the Company or its Representatives shall have any liability or obligation (except as to the confidentiality and other obligations expressly set forth in this Agreement) to the other with respect to a Transaction. Each party agrees that such party shall not rely on any communications (written or oral) as the basis for taking any action, foregoing any opportunity or incurring any costs, unless such communications are included in a definitive agreement signed by both Parties. Such communications that are not included in a definitive signed agreement will not create any obligations whatsoever on the part of either party, and the

parties hereby waive any and all claims, whether known or unknown, either of them may have against the other arising from or relating to any such communications whether made prior or subsequent to execution of this Agreement. For purposes of this paragraph, a definitive agreement shall not include any executed letter of intent or any other preliminary written agreement, nor does it include any written or verbal acceptance of an offer or bid.

Your obligations under this agreement shall remain in effect for a period of two (2) years from the date hereof, except as otherwise stated herein.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us a copy of this agreement.

Very truly yours,

CHRISTIAN CARE CENTERS, INC.

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date
first written above:

[NAME OF RECIPIENT COMPANY]

By: _____
Name: _____
Title: _____

EXHIBIT B

Cure Costs

Contracts

Vendor	Address 1	Address 2	City	State	Zip	Contract Date	Cure Amount
A Place for Mom	PO Box 913241		Denver	CO	80291-3241	04/03/19	6,000.00
ABC Pest Control	997 Grandy's Lane		Lewisville	TX	75077	09/14/16	3,885.60
Abilene Christian University	16633 Dallas Parkway	Suite 800	Addison	TX	75001	06/15/17	-
Ability Network, Inc.	PO Box 856015		Minneapolis	MN	55485	06/01/19	-
Ability Network, Inc.	PO Box 856015		Minneapolis	MN	55485	06/01/19	3,830.52*
Acadian Ambulance Service of Texas, LLC	PO Box 98000		Lafayette	LA	70509	02/01/18	-
Acadian Ambulance Service of Texas, LLC	PO Box 98000		Lafayette	LA	70509	02/01/18	410.88*
Accelerated Care Plus Leasing, Inc.	13828 Collections Center Drive		Chicago	IL	60693	10/28/20	1,310.88
Accushield, LLC	2030 Powers Ferry Road SE	Suite 360	Atlanta	GA	30339	08/20/20	4,918.52
ADP, Inc.	One ADP Boulevard		Roseland	NJ	7068	03/01/21	-
Advanced Pharmacy	Partners Pharmacy of Texas LLC PO Box 825574		Philadelphia	PA	19182-5574	08/19/21	51,324.37
Alert Media	3101 Bee Caves Road	Suite 325	Austin	TX	78746	06/01/17	-
Alliance Resource Management, LLC	3000 S Hulan Street	Suite 124-222	Fort Worth	TX	76109	10/27/16	-
Allscripts Healthcare, LLC	305 Church at North Hills Street		Raleigh	NC	27609	08/04/18	-
Allscripts Healthcare, LLC	8529 Six Forks Road		Raleigh	NC	27615	08/04/18	1,836.18*
Aramark Uniform Services, Inc.	Central Lockbox PO Box 731676		Dallas	TX	75373	07/23/14	32,019.61
AT&T Corp	One AT&T Way		Bedminster	NJ	7921		4,107.39
ATC Healthcare Services	1983 Marcus Avenue	Suite E-122	Lake Success	NY	11042		5,322.08
Bamboo Health, Inc	990 Linn Station Rd		Louisville	KY	40223		2,366.67
BioMedical Waste Solutions, LLC	9665 Jade Avenue		Port Arthur	TX	77640	11/01/18	-
BioMedical Waste Solutions, LLC	9665 Jade Avenue		Port Arthur	TX	77640	11/01/18	1,222.75*
Blue Cross and Blue Shield of Texas	PO Box 833840		Richardson	TX	75083	08/29/17	-
Brask Enterprises, Inc.	PO Box 55287		Houston	TX	77255		1,580.00
Brightree Home Health & Hospice, LLC	1735 North Brown Road	Suite 500	Lawrenceville	GA	30043	02/01/20	-
BrightStar Care of University Park/NE Central Dallas	7616 LBJ Freeway	Suite 860	Dallas	TX	75251	01/00/00	-
Broadcast Music, Inc.	10 Music Square E		Nashville	TN	37203	06/01/14	-
Broadcast Music, Inc.	10 Music Square E		Nashville	TN	37203	06/01/14	-
Cantwell Power Solutions	9440 I-35 S		Fort Worth	TX	76140	07/26/16	1,060.50
Care N' Care Insurance Company, Inc.	1701 River Run	Suite 402	Fort Worth	TX	76107	05/20/20	-
Care N' Care Insurance Company, Inc.	1701 River Run	Suite 402	Fort Worth	TX	76107	05/20/20	-
CareFile	3110 S Great Southwest Parkway		Grand Prairie	TX	75052	03/12/18	3,516.18
CarePatrol of Fort Worth	220 Adams Drive	Suite 280, #125	Weatherford	TX	76086	07/06/18	-
CareStaf of Dallas, LP	1341 W Mockingbird	Suite 242W	Dallas	TX	75247	06/22/17	-
Centers for Medicare & Medicaid Services	7500 Security Blvd.		Baltimore	MD	21244		-
Centers for Medicare & Medicaid Services	7500 Security Blvd.		Baltimore	MD	21244		-
Centers for Medicare & Medicaid Services	7500 Security Blvd.		Baltimore	MD	21244		-
Centers for Medicare & Medicaid Services	7500 Security Blvd.		Baltimore	MD	21244		-
Centers for Medicare & Medicaid Services	7500 Security Blvd.		Baltimore	MD	21244		-
Cerner Corporation	2800 Rockcreek Parkway		Kansas City	MO	64117	03/16/16	11,505.24
Change Healthcare	301 Data Court		Dubuque	IA	52003	05/08/17	-
Change Healthcare	301 Data Court		Dubuque	IA	52003	05/08/17	-
Charitable Resource Foundation, Inc.	698 Oldefield Commons Drive	Suite 2	Greenwood	IN	46142	03/24/20	-
Cigna	900 Cottage Grove Road		Bloomfield	CT	06002		-
Cintas Corporation	1801 Big Town Blvd	#800	Mesquite	TX		10/10/19	4,617.70
CliftonLarsonAllen, LLP	PO Box 679342		Dallas	TX	75267-9342		10,526.25
Communities of Faith Risk Retention Group, Inc	Attn: Mary Garfalo 1605 Main Street Suite 800		Sarasota	FL	34236	03/10/09	-
Darling Ingredients, Inc.	240 Sargent		Dallas	TX	75002	08/03/16	-
Darling Ingredients, Inc.	240 Sargent		Dallas	TX	75002	08/03/16	-
Davis Managed Services, Inc.	1340 S Main	Suite 130	Fort Worth	TX	76116	05/18/16	-
DFW Area Eldercare Advisors, LLC	3905 Treemont Circle		Colleyville	TX	76034	11/26/18	-
Digitalway Services, LLC	2214 Springfield Road		Springtown	TX	76082	10/27/16	-
Digitalway Services, LLC	2214 Springfield Road		Springtown	TX	76082	10/27/16	-
Digitalway Services, LLC	2214 Springfield Road		Springtown	TX	76082	10/27/16	7,641.09*
Direct Supply, Inc.	PO Box 88201		Milwaukee	WI	53288		17,063.27
Enterprise Truck Rental	3220 S. Jupiter Rd		Garland	TX	75041		-
Eversound	125 Kingston Street	Floor 6	Boston	MA	2111		2,000.00
Excel Health, LLC	3340 Peachtree Road NE	Suite 2450	Atlanta	GA	30326	01/15/21	-
Executive Care of Dallas	1721 W Plano Parkway	Suite 104	Plano	TX	75075	05/05/17	-
FancyStaff	2010 E. Mitchell St		Arlington	TX	76010		23,333.46
Financial Transmission Network, Inc.	13220 Birch Drive	Suite 120	Omaha	NE	68164		-
Finley Resources, Inc. - lessee	1308 Lake Street		Fort Worth	TX	76102		N/A
Fire Safety Solutions, Inc.	2348 Lu Field Road		Dallas	TX	75229	07/01/18	27,891.60
Five Star Care	250 Cedar Bridge Avenue	Suite 290	Lakewood	NJ	8701	12/13/20	-
FMC Dallas Central Dialysis Center	7640 Military Parkway		Dallas	TX	75228	06/06/19	-
Four Sevens Oil Co. Ltd. - lessee	777 Taylor St.	Suite 1090	Fort Worth	TX	76102		N/A
Four Sevens Oil Co. Ltd. - lessee	777 Taylor St.	Suite 1090	Fort Worth	TX	76102		N/A
FPR Holdings, LP	8221 Tristar Drive		Irving	TX	75063	07/01/18	-
Freedom Profit Recovery	8221 Tristar Drive		Irving	TX	75063	unknown	41,742.93
Gale Healthcare Solutions LLC	11274 Hillsborough Avenue		Tampa	FL	33635		-
Genesis Diagnostics	900 Town Center Drive	Suite H-50	Langhorne	PA	19047	09/14/20	-
Guardian Pharmacy of Texas	PO Box 11407		Birmingham	AL	35246-8097	02/01/19	1,031.30
Hardie's Fresh Foods	PO Box 671554		Dallas	TX	75267-1554		23,593.54
Headphone Events, Inc.	125 Kingston Street	6th Floor	Boston	MA	02111		-
Health Value Management, Inc.	ChoiceCare Network	PO Box 19013	Green Bay	WI	54307	08/01/17	-
HEALTHCAREfirst, Inc.	1343 E. Kingsley St.	Suite A	Springfield	MO	65804	02/01/20	2,104.94
Healthsense, Inc.	1191 Northland Drive	Suite 100	Mendota Heights	MN	55120	03/11/16	-
Healthsense, Inc.	1191 Northland Drive	Suite 100	Mendota Heights	MN	55120	03/11/16	-
Healthsense, Inc.	1191 Northland Drive	Suite 100	Mendota Heights	MN	55120	03/11/16	-
Humana Insurance Company	Humana, Inc.	PO Box 1438	Louisville	KY	40201	08/01/17	-

* The cure amount listed identifies the total amount to cure all contracts between you and the Debtors.

Cure Costs

Vendor	Address 1	Address 2	City	State	Zip	Contract Date	Cure Amount *
Ideal Impact, Inc.	1245 S Main Street	Suite 140	Grapevine	TX	76051	08/04/16	-
iNavigate Senior Living Solutions	15922 Eldorado Parkway	#500-943	Frisco	TX	75035		-
Infinity Pharmacy Solutions, LLC	3313 Essex Drive	Suite 200	Richardson	TX	75082	10/01/18	296.41
InPatient Consultants of Texas, PLLC	4605 Lankershim Blvd	Suite 600	North Hollywood	CA	91602	08/01/18	-
InvaServ, LLC	2130 E University Drive		Tempe	AZ	85281	02/01/17	-
Iron Mountain Information Management Services, Inc.	1 Federal Street		Boston	MA	2110	09/25/19	4,988.88*
Iron Mountain Secure Shredding, Inc.	1 Federal Street		Boston	MA	2110	09/11/19	-
Jerry Pyle & Associates	2121 Saber Lane		Weatherford	OK	73096	02/01/19	-
Jerry Pyle & Associates	2121 Saber Lane		Weatherford	OK	73096	02/01/19	-
Jerry Pyle & Associates	2121 Saber Lane		Weatherford	OK	73096	02/01/19	-
Jo Tipton Realty Services, Inc.	18003 Rock Branch		Dallas	TX	75287	06/14/17	-
Kalos Health Services, LLC	1000 Forest Park Blvd	Suite 401	Fort Worth	TX	76110	09/01/20	-
Key Personnel	3501 Airport Freeway		Fort Worth	TX	76111	06/24/19	-
KeyStaff, Inc.	PO Box 9664		Austin	TX	78766	04/11/22	786.05
Kristi's Senior Solutions, LLC	201 1/2 E Virginia	Suite 1	McKinney	TX	75069	05/15/17	-
Labor Finders	PO Box 1628		Cedar Park	TX	78630	12/20/19	19,462.38
LeadingCare Network Texas, LLC	2205 Hancock Drive		Austin	TX	78756	09/06/19	-
Linked Senior Inc	100 K St	11th Floor NW	Washington, DC		20005		4,586.61
Lockton-Dunning Series of Lockton Companies Inc.	Dept 3042		Dallas	TX	75312-3042	02/04/19	788.60
	PO Box 123042						
MatrixCare, Inc.	10900 Hampshire Avenue	Suite 100	Bloomington	MN	55438	11/01/17	-
	South						
MatrixCare, Inc.	10900 Hampshire Avenue	Suite 100	Bloomington	MN	55438	11/01/17	-
	South						
MatrixCare, Inc.	10900 Hampshire Avenue	Suite 100	Bloomington	MN	55438	11/01/17	-
	South						
MatrixCare, Inc.	10900 Hampshire Avenue	Suite 100	Bloomington	MN	55438	11/01/17	58,331.96*
	South						
MatrixCare, Inc. (was MDI Achieve)	10900 Hampshire Avenue	Suite 100	Bloomington	MN	55438	12/09/13	-
	South						
McKesson Medical-Surgical	Minnesota Supply, Inc. PO Box 630693		Cincinnati	OH	45263-0693	04/01/21	152,774.03
Mission Linen Supply	1010 Ave. R		Grand Prairie	TX	75050	04/06/18	-
Mission Linen Supply	1010 Ave. R		Grand Prairie	TX	75050	04/06/18	-
Mission Linen Supply	1010 Ave. R		Grand Prairie	TX	75050	04/06/18	-
Molina Healthcare of Texas, Inc.	1600 Westridge Cir N		Irving	TX	75038		-
Motion Picture Licensing Corporation	5455 Centinela Avenue		Los Angeles	CA	90066	02/12/15	-
Motion Picture Licensing Corporation	5455 Centinela Avenue		Los Angeles	CA	90066	02/12/15	-
Nazca Corporation	106 N Dentono Tap Road	Suite 210-153	Coppell	TX	75019	10/30/18	-
Net Health Systems, Inc.	4229 SW High Meadows Avenue		Palm City	FL	34990	04/05/21	466.67
Netsmart Technologies Inc	11100 Nall Avenue		Overland Park	KS	66211	07/09/19	830.00
New Day Lifestyle For Seniors	6512 Mandalay Ct.		McKinney	TX	75070	05/27/21	3,500.00
New Leaf Horticulture, LLC	7032 CR 971		Celina	TX	75009	02/01/21	-
New Leaf Horticulture, LLC	7032 CR 971		Celina	TX	75009	02/01/21	-
New Leaf Horticulture, LLC	7032 CR 971		Celina	TX	75009	02/01/21	37,975.68*
NurseCore Management Services, LLC	PO Box 201925		Arlington	TX	76006	03/24/20	16,909.59
On Demand Staffing	Ruiz Staffing		Dallas	TX	75229	07/29/21	29,948.82
	PO Box 59307						
OnShift, Inc.	1621 Euclid Avenue	Suite 1500	Cleveland	OH	44115	05/01/17	-
OnShift, Inc.	1621 Euclid Avenue	Suite 1500	Cleveland	OH	44115	05/01/17	-
OnShift, Inc.	1621 Euclid Avenue	Suite 1500	Cleveland	OH	44115	05/01/17	-
Oracle Elevator Company	100 Ezell Drive	Suite 102	DeSoto	TX	75115	04/01/19	13,335.56
Orkin Pest Control	3330 Keller Springs Road		Dallas	TX	75002	02/26/19	1,216.00
Otis Elevator Company	1444 N Cockrell Hill Road	Suite 102	Dallas	TX	75211	08/01/17	-
Partners of Texas, LLC	70 Jackson Drive		Cranford	NJ	7016	10/28/15	-

* The cure amount listed identifies the total amount to cure all contracts between you and the Debtors.

Cure Costs

Vendor	Address 1	Address 2	City	State	Zip	Contract Date	Cure Amount *
Premier Foundation Repair, Inc	14902 Preston Road	#404-418	Dallas	TX	75254		-
Quadient Finance	PO Box 6813		Carol Stream	IL	60197-6813	07/28/17	1,788.02
Quadient Leasing USA, Inc.	478 Wheelers Farms Road		Milford	CT	6461	07/28/17	-
Quadient Leasing USA, Inc.	478 Wheelers Farms Road		Milford	CT	6461	07/28/17	-
Quadient Leasing USA, Inc.	478 Wheelers Farms Road		Milford	CT	6461	07/28/17	-
Quadient Leasing USA, Inc.	478 Wheelers Farms Road		Milford	CT	6461	07/28/17	458.46*
Quality Care Rehab, Inc.	8477 S Suncoast Blvd		Homosassa	FL	34446	12/14/20	543,275.21
Quench USA, Inc.	630 Allendale Road	Suite 200	King of Prussia	PA	19406	install date	3,568.34
Radcom Technologies, Inc.	9319 LBJ Freeway	Suite 155	Dallas	TX	75243		5,693.67
Raney Services, LLC	5220 Spring Valley Road	Suite 250	Dallas	TX	75254	02/01/18	-
Real Time Services	PO Box 4729		Winter Park	FL	32793-4729	04/23/21	28,773.91
Relias, LLC	1010 Sync Street	Suite 100	Morrisville	NC	27560	07/01/17	-
Relias, LLC	1010 Sync Street	Suite 100	Morrisville	NC	27560	07/01/17	13,315.80*
Ruby Care, LLC	5960 West Parker Road	Suite 278-215	Plano	TX	75093	08/01/17	-
Ruby Care, LLC	5960 West Parker Road	Suite 278-215	Plano	TX	75093	08/01/17	7,000.00*
Sabrina R. Porter	900 Wiggins Parkway		Mesquite	TX	75150		-
Salon PS Texas, LLC	55 Public Square	Suite 1130	Cleveland	OH	44113	10/05/18	30,283.08
Schryver Medical Sales and Marketing, LLC	12075 East 45th Avenue	Suite 600	Denver	CO	80239	04/15/17	-
Schryver Medical Sales and Marketing, LLC	12075 East 45th Avenue	Suite 600	Denver	CO	80239	04/15/17	13,774.20*
Senior Psychcare of Dallas I, PLLC	2300 Valley View Lane	Suite 330	Irving	TX	75062	03/23/18	-
Senior Psychological Care Dallas I, PLLC	2300 Valley View Lane	Suite 330	Irving	TX	75062	06/18/18	-
Senior Psychological Care Dallas I, PLLC	2300 Valley View Lane	Suite 330	Irving	TX	75062	06/18/18	-
SHC Services, Inc.	1640 W Redstone Center Drive	Suite 200	Park City	UT	84098	07/06/20	-
ShiftKey LLC	2807 Allen St. #802		Dallas	TX	75204		1,112.00
SimpleTC Systems, LLC	2435 North Central Expressway	Suite 1510	Richardson	TX	75080	09/08/19	-
SiteStaff, LLC	502 W Montgomery	Suite 376	Willis	TX	77378	03/12/21	5,360.00
SJ Consulting	14 Alligator Cove		Santa Rosa Beach	FL	32459	02/17/20	750.00
Spectrum (subsidiary)	12405 Powerscourt Drive		St. Louis	MO	63131	01/29/20	-
Spectrum (subsidiary)	12405 Powerscourt Drive		St. Louis	MO	63131	01/29/20	-
Spectrum (subsidiary)	12405 Powerscourt Drive		St. Louis	MO	63131	01/29/20	-
Sprint Solutions, Inc.	6220 Sprint Parkway	KSOPHD0101-Z	Overland Park	KS	66251	12/30/19	1,172.16
StateServ Network Companies, LLC	1201 S Alma School Road		Mesa	AZ	85210	05/20/16	-
	Suite 4000						
Stephanie Berg (Hockemeyer)	2990 Gentle Creek Trail		Prosper	TX	75078	02/01/15	-
Stericycle	4010 Commercial Avenue		Northbrook	IL	60062	01/01/17	2,326.23
TALX Corporation	11432 Lackland Road		St. Louis	MO	63146	02/16/17	-
TALX Corporation	11432 Lackland Road		St. Louis	MO	63146	02/16/17	-
TALX Corporation	11432 Lackland Road		St. Louis	MO	63146	02/16/17	-
TALX Corporation	11432 Lackland Road		St. Louis	MO	63146	02/16/17	2,138.90*
Target Continuum LLC	698 Oldefield Commons Drive		Greenwood	IN	46142	03/24/20	6,745.00
	Suite 2						
Texas Allergy & Breathing Centers	1611 N Beltline Road	Suite C	Mesquite	TX	75149	09/20/20	-
Texas Health and Human Services	4601 W. Guadalupe St.		Austin	TX	78751-3146		-
Texas HealthCare Pharmacy	7413 Pebble Drive		Fort Worth	TX	76118		44,631.79
Texas Ice Machine Company	729 3rd Avenue		Dallas	TX	75226	07/31/20	8,817.33*
Texas Ice Machine Company	729 3rd Avenue		Dallas	TX	75226	01/15/22	-
Texas Medicaid & Healthcare Partnership	12367 Riata Trace Pkwy		Austin	TX	78727		-
The Health Group, LLC	1300 Fort Pierpont Drive		Morgantown	WV	26508	01/20/22	2,000.00
	Suite 102						
Tri-State Nursing Enterprises	3100 South Lakeport		Sioux City	IA	51106	06/30/20	-
TriWest Healthcare Alliance Corporation	118 Mesa Park Drive		El Paso	TX	79912	02/16/21	-
TriWest Healthcare Alliance Corporation	PO Box 42049		Phoenix	AZ	85053	02/16/21	-
Twomagnets, Inc.	340 S Lemon Avenue	Suite 5028	Walnut	CA	91789	06/29/20	18,905.07
TXU Energy Retail Company, LLC	6555 Sierra Drive	Suite 3-S-24	Irving	TX	75039	10/20/16	-
TXU Energy Retail Company, LLC	6555 Sierra Drive	Suite 3-S-24	Irving	TX	75039	10/20/16	-
TXU Energy Retail Company, LLC	6555 Sierra Drive	Suite 3-S-24	Irving	TX	75039	10/20/16	-
TXU Energy Retail Company, LLC	6555 Sierra Drive	Suite 3-S-24	Irving	TX	75039	10/20/16	85,577.17*
Unum	5840 Legacy Circle	D200	Plano	TX	75024		-
US Foodservice, Inc.	PO Box 843202		Dallas	TX	75284-	11/02/21	218,714.34
Valic	2919 Allen Pkwy	L03-20	Houston	TX	77019-2158		-
Valic	2919 Allen Pkwy	L03-20	Houston	TX	77019-2158		-
Value First, Inc.	2550 University Ave. West	Suite 350, South	St. Paul	MN	55114		-
Verdant Commercial Capital	PO Box 207202		Dallas	TX	75320-7202		6,779.80
Virgene (Gene) K Adams	6607 Canyon Lake Drive		Frisco	TX	75035	05/23/17	-
Welcome Home Software, Inc.	3340 Peachtree Rd	Suite 750	Atlanta	GA	30326	04/01/21	6,000.00
WIPFLI	PO Box 3160		Milwaukee	WI	53201-3160	01/26/22	20,500.00
Wise Resource Development, LLC	PO Box 111936		Carrollton	TX	75011	07/21/20	6,086.20

* The cure amount listed identifies the total amount to cure all contracts between you and the Debtors.