

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:)	
)	Chapter 11
Curae Health, Inc., <i>et al.</i> ¹)	Case No. 18-05665
)	
1721 Midpark Road, Suite B200)	Judge Walker
Knoxville, TN 37921)	
Debtors.)	Jointly Administered

**AGREED ORDER AUTHORIZING (I) ASSUMPTION AND ASSIGNMENT OF THE
TCF EQUIPMENT CONTRACT TO NORTH MISSISSIPPI HEALTH SERVICES, INC,
(II) PAYMENT OF AGREED CURE AMOUNT, AND (III) RELATED RELIEF**

Upon the *Motion of Debtors for Entry of an Agreed Order Authorizing (I) Assumption and Assignment of the TCF Equipment Contract to North Mississippi Health Services, Inc, (II) Payment of Agreed Cure Amount, and (III) Related Relief* (the “**Motion**”);² and based upon the signatures of counsel for Debtors, NMHS, and TCF; and the Court finding good cause therefor;

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that:

1. The Agreement shall be assumed and assigned to NMHS effective as of January 1, 2019.
2. Within three (3) business days of entry of this Agreed Order, the Agreed Cure Amount shall be paid to TCF by the: Debtors in the amount of \$287.51 and NMHS shall pay \$5,738.48 for post-closing obligations owed under the contract.
3. Payment of the Agreed Cure Amount and the past closing obligations shall cure any and all current defaults under the Agreement and compensate TCF for its actual pecuniary

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Curae Health, Inc. (5638); Amory Regional Medical Center, Inc. (2640); Batesville Regional Medical Center, Inc. (7929); and Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); Clarksdale Regional Physicians, LLC (5311).

² All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Motion.

losses as required by section 365(b)(1) of the Bankruptcy Code. TCF's agreement to forego the payment of its attorneys' fees in resolving this matter does not waive any contractual right of TCF to collect its incurred attorneys' fees if future defaults occur under the assumed and assigned TCF equipment contract.

4. This Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to this Order and the Stipulation.

**This Order Was Signed And Entered Electronically
As Indicated At The Top Of The First Page**

APPROVED FOR ENTRY AND CONSENTED TO BY:

POLSINELLI PC

/s/ Michael Malone

Michael Malone
401 Commerce Street, Suite 900
Nashville, TN 37219
Telephone: (615) 259-1510
Facsimile: (615) 259-1573
mmalone@polsinelli.com

-and-

David E. Gordon (Admitted *Pro Hac Vice*)
Caryn E. Wang (Admitted *Pro Hac Vice*)
1201 West Peachtree Street NW
Atlanta, Georgia
Telephone: (404) 253-6000
Facsimile: (404) 684-6060
dgordon@polsinelli.com
cawang@polsinelli.com

Counsel to the Debtors and Debtors in Possession

/s/ David W. Houston, IV

David W. Houston, IV (BPR# 20802)
BURR & FORMAN LLP
222 Second Ave. South, Suite 2000
Nashville, TN 37201
Telephone: (615) 724-3215

Facsimile: (615) 724-3315
Email: dhouston@burr.com

Counsel for North Mississippi Health Services, Inc.

HARRIS SHELTON HANOVER WALSH, PLLC

/s/ Bill Young

Bill Young
414 Union Street, Suite 1007
Nashville, TN 37219
(615) 377-2526
byoung@harrisshelton.com

Counsel to TCF Equipment Finance