

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

In re:	)	
	)	Chapter 11
Curae Health, Inc.,	)	Case No. 18-05665
Amory Regional Medical Center, Inc.,	)	Case No. 18-05675
Batesville Regional Medical Center, Inc.,	)	Case No. 18-05676
Clarksdale Regional Medical Center, Inc.	)	Case No. 18-05678
Amory Regional Physicians, LLC	)	Case No. 18-05680
Batesville Regional Physicians, LLC	)	Case No. 18-05681
Clarksdale Regional Physicians, LLC	)	Case No. 18-05682
	)	
1721 Midpark Road, Suite B 200	)	Judge Walker
Knoxville, TN 37921	)	
	)	
Debtors.	)	Jointly Administered Pending
	)	

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**AFFIDAVIT OF SERVICE RE:**

Docket No. 5	EXPEDITED MOTION OF DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO FILE A CONSOLIDATED LIST OF LARGEST UNSECURED CREDITORS
 Docket No. 6	 EXPEDITED MOTION OF DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING: PAYMENT OF (I) CERTAIN PREPETITION WORKFORCE CLAIMS, INCLUDING WAGES, SALARIES, AND OTHER COMPENSATION; (II) CERTAIN EMPLOYEE BENEFITS AND CONFIRMING RIGHT TO CONTINUE EMPLOYEE BENEFITS ON POSTPETITION BASIS; (III) REIMBURSEMENT TO EMPLOYEES FOR PREPETITION EXPENSES; (IV) WITH HOLDING AND PAYROLL-RELATED TAXES; (V) WORKERS' COMPENSATION OBLIGATIONS; AND (VI) PREPETITION CLAIMS OWING TO ADMINISTRATORS AND THIRD-PARTY PROVIDERS
 Docket No. 7	 EXPEDITED MOTION OF DEBTORS FOR AN ORDER AUTHORIZING: (I) CONTINUED USE OF EXISTING CASH MANAGEMENT SYSTEM, INCLUDING MAINTENANCE OF EXISTING BANK ACCOUNTS, CHECKS, AND BUSINESS FORMS; (II) SUSPENSION OF CERTAIN U.S. TRUSTEE BANK ACCOUNT REQUIREMENTS; AND (III) CONTINUATION OF EXISTING DEPOSIT PRACTICES

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Docket No. 10	EXPEDITED MOTION OF DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS: (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION SECURED FINANCING AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING ADEQUATE PROTECTION, (IV) MODIFYING THE AUTOMATIC STAY, AND (V) SCHEDULING A FINAL HEARING
Docket No. 11	APPLICATION OF DEBTORS FOR AUTHORITY TO EMPLOY AND RETAIN POLSINELLI PC AS COUNSEL TO THE DEBTORS <i>NUNC PRO TUNC</i> TO THE PETITION DATE
Docket No. 12	EXPEDITED MOTION OF DEBTORS FOR AUTHORITY TO EMPLOY AND RETAIN GLASSRATNER ADVISORY & CAPITAL GROUP, LLC AS FINANCIAL ADVISOR TO THE DEBTORS <i>NUNC PRO TUNC</i> TO THE PETITION DATE
Docket No. 13	AMENDED DOCUMENT NOTICE OF FILING OF EXHIBIT TO APPLICATION TO EMPLOY GLASSRATNER [RE DOCKET NO. 12]
Docket No. 14	MOTION OF DEBTORS FOR EMPLOYMENT OF BMC GROUP, INC. AS NOTICING AND CLAIMS AGENT OF DEBTORS
Docket No. 15	APPLICATION OF DEBTORS FOR AUTHORITY TO EMPLOY AND RETAIN EGERTON, MCAFEE, ARMISTEAD & DAVIS, P.C. AS SPECIAL TRANSACTIONAL COUNSEL TO THE DEBTORS <i>NUNC PRO TUNC</i> TO THE PETITION DATE
Docket No. 60	INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION SECURED FINANCING AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING ADEQUATE PROTECTION, (IV) MODIFYING THE AUTOMATIC STAY, AND (V) SCHEDULING A FINAL HEARING [Re: Docket No. 10]
Docket No. 65	EXPEDITED INTERIM ORDER AUTHORIZING: (I) CONTINUED USE OF EXISTING CASH MANAGEMENT SYSTEM, INCLUDING MAINTENANCE OF EXISTING BANK ACCOUNTS, CHECKS, AND BUSINESS FORMS; (II) SUSPENSION OF CERTAIN U.S. TRUSTEE BANK ACCOUNT REQUIREMENTS; AND (III) CONTINUATION OF EXISTING DEPOSIT PRACTICES [Re: Docket No. 7]
Docket No. 66	EXPEDITED INTERIM ORDER AUTHORIZING THE DEBTORS TO FILE A CONSOLIDATED LIST OF LARGEST UNSECURED CREDITORS [Re: Docket No. 5]

Docket No. 67	EXPEDITED INTERIM ORDER AUTHORIZING PAYMENT OF: (I) CERTAIN PREPETITION WORKFORCE CLAIMS, INCLUDING WAGES, SALARIES, AND OTHER COMPENSATION; (II) CERTAIN EMPLOYEE BENEFITS AND CONFIRMING RIGHT TO CONTINUE EMPLOYEE BENEFITS ON POSTPETITION BASIS; (III) REIMBURSEMENT TO EMPLOYEES FOR PREPETITION EXPENSES; (IV) WITHHOLDING AND PAYROLL-RELATED TAXES; (V) WORKERS' COMPENSATION OBLIGATIONS, AND (VI) PREPETITION CLAIMS OWING TO ADMINISTRATORS AND THIRD-PARTY PROVIDERS [Re: Docket No. 6]
Exhibit 1	NOTICE OF FINAL HEARING [Re: Docket No. 5]
Exhibit 2	NOTICE OF FINAL HEARING [Re: Docket No. 6]
Exhibit 3	NOTICE OF FINAL HEARING [Re: Docket No. 7]
Exhibit 4	NOTICE OF FINAL HEARING [Re: Docket No. 10]
Exhibit 5	NOTICE OF MOTION AND HEARING [Re: Docket No. 11]
Exhibit 6	NOTICE OF MOTION AND HEARING [Re: Docket Nos. 12 and 13]
Exhibit 7	NOTICE OF MOTION AND HEARING [Re: Docket No. 14]
Exhibit 8	NOTICE OF FINAL HEARING [Re: Docket No. 15]
Exhibit 9	PROPOSED FINAL ORDER AUTHORIZING THE DEBTORS TO FILE A CONSOLIDATED LIST OF LARGEST UNSECURED CREDITORS [Re: Docket Nos. 5 and 66]
Exhibit 10	PROPOSED FINAL ORDER AUTHORIZING PAYMENT OF: (I) CERTAIN PREPETITION WORKFORCE CLAIMS, INCLUDING WAGES, SALARIES, AND OTHER COMPENSATION; (II) CERTAIN EMPLOYEE BENEFITS AND CONFIRMING RIGHT TO CONTINUE EMPLOYEE BENEFITS ON POSTPETITION BASIS; (III) REIMBURSEMENT TO EMPLOYEES FOR PREPETITION EXPENSES; (IV) WITHHOLDING AND PAYROLL- RELATED TAXES; (V) WORKERS' COMPENSATION OBLIGATIONS, AND (VI) PREPETITION CLAIMS OWING TO ADMINISTRATORS AND THIRD-PARTY PROVIDERS [Re: Docket Nos. 6 and 67]
Exhibit 11	PROPOSED FINAL ORDER AUTHORIZING: (I) CONTINUED USE OF EXISTING CASH MANAGEMENT SYSTEM, INCLUDING MAINTENANCE OF EXISTING BANK ACCOUNTS, CHECKS, AND BUSINESS FORMS; (II) SUSPENSION OF CERTAIN U.S. TRUSTEE BANK ACCOUNT REQUIREMENTS; AND (III) CONTINUATION OF EXISTING DEPOSIT PRACTICES [Re: Docket Nos. 7 and 65]

Exhibit 12      PROPOSED FINAL ORDER (I) AUTHORIZING THE DEBTORS TO  
                         (A) OBTAIN POSTPETITION SECURED FINANCING AND  
                         (B) UTILIZE CASH COLLATERAL, (II) GRANTING LIENS AND  
                         SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS,  
                         (III) GRANTING ADEQUATE PROTECTION, AND  
                         (IV) MODIFYING THE AUTOMATIC STAY  
                         [Re: Docket Nos. 10 and 60]

I, Mabel Soto, state as follows:

1.      I am over eighteen years of age and I believe the statements contained herein are true based on my personal knowledge. My business address is c/o BMC Group, Inc., 3732 West 120<sup>th</sup> Street, Hawthorne, California 90250.

2.      On August 31, 2018, at the direction of Polsinelli PC, Proposed Counsel to the Debtors and Debtors in Possession, the above referenced documents were served on the parties listed in Exhibits A through C via the modes of service indicated thereon:

Exhibit A      The Master Service List Parties Address List regarding Docket Nos. 5, 6, 7, 10 through 15, 60, 65, 66, 67 and Exhibits 1 through 12

Exhibit B      The Banks Address List regarding Docket Nos. 6, 7, 65, 67 and Exhibits 2, 3, 10 and 11

Exhibit C      Address List regarding Docket Nos. 10, 60 and Exhibits 4 and 12

- The Government Agencies are referenced in Service List 67963
- The Lienholder Parties are referenced in Service List 67967

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on the 4th day of September 2018 at Hawthorne, California.

  
\_\_\_\_\_

Mabel Soto

## **EXHIBIT 1**

**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> <sup>1</sup>	)	Case No. 18-05665
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921	)	
Debtors.	)	Jointly Administered

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**THE DEADLINE FOR FILING A TIMELY RESPONSE IS: September 18, 2018**  
**THE HEARING WILL BE: September 25, 2018 at 11:00 AM Central Standard Time in**  
**Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.**

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**NOTICE OF FINAL HEARING**

**PLEASE TAKE NOTICE** that on August 29, 2018, the Bankruptcy Court for the Middle District of Tennessee entered an interim order, attached hereto, on the **EXPEDITED MOTION OF DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO FILE A CONSOLIDATED LIST OF LARGEST UNSECURED CREDITORS [Docket No. 5]** (the “**Motion**”), attached hereto, of the above-captioned debtors and debtors in possession (the “**Debtors**”).

**PLEASE TAKE FURTHER NOTICE** that a final hearing on the Motion will be held on **September 25, 2018 at 11:00 AM Central Standard Time** in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

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<sup>1</sup> 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).

**YOUR RIGHTS MAY BE AFFECTED.** If you do not want the court to grant the Motion by entering the proposed final order, attached hereto, or if you want the court to consider your views on the Motion, then on or before **September 18, 2018**, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <https://ecf.tnmb.uscourts.gov>.

If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: 701 Broadway, 1st Floor, Nashville, TN (Monday - Friday, 8:00 A.M. - 4:00 P.M.).

2. Your response must state the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

**THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by viewing the case on the court's website at <https://ecf.tnmb.uscourts.gov>. If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the Motion and may enter the attached final order granting that relief.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

Dated: August 31, 2018  
Nashville, Tennessee

**POLSINELLI PC**

/s/ Michael Malone

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

*Proposed Counsel to the Debtors and  
Debtors in Possession*

## **EXHIBIT 2**

**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> <sup>1</sup>	)	Case No. 18-05665
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921	)	
Debtors.	)	Jointly Administered

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**THE DEADLINE FOR FILING A TIMELY RESPONSE IS: September 18, 2018**  
**THE HEARING WILL BE: September 25, 2018 at 11:00 AM Central Standard Time in**  
**Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.**

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**NOTICE OF FINAL HEARING**

**PLEASE TAKE NOTICE** that on August 29, 2018, the Bankruptcy Court for the Middle District of Tennessee entered an interim order, attached hereto, on the **EXPEDITED MOTION OF DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING: PAYMENT OF (I) CERTAIN PREPETITION WORKFORCE CLAIMS, INCLUDING WAGES, SALARIES, AND OTHER COMPENSATION; (II) CERTAIN EMPLOYEE BENEFITS AND CONFIRMING RIGHT TO CONTINUE EMPLOYEE BENEFITS ON POSTPETITION BASIS; (III) REIMBURSEMENT TO EMPLOYEES FOR PREPETITION EXPENSES; (IV) WITHHOLDING AND PAYROLL-RELATED TAXES; (V) WORKERS' COMPENSATION OBLIGATIONS; AND (VI) PREPETITION CLAIMS OWING TO ADMINISTRATORS AND THIRD-PARTY PROVIDERS** [Docket

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<sup>1</sup> 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).

**No. 6]** (the “**Motion**”), attached hereto, of the above-captioned debtors and debtors in possession (the “**Debtors**”).

**PLEASE TAKE FURTHER NOTICE** that a final hearing on the Motion will be held on **September 25, 2018 at 11:00 AM Central Standard Time** in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

**YOUR RIGHTS MAY BE AFFECTED.** If you do not want the court to grant the Motion by entering the proposed final order, attached hereto, or if you want the court to consider your views on the Motion, then on or before **September 18, 2018**, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <<https://ecf.tnmb.uscourts.gov>>.

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Dated: August 31, 2018  
Nashville, Tennessee

**POLSINELLI PC**

/s/ Michael Malone

---

Michael Malone  
401 Commerce Street, Suite 900  
Nashville, TN 37219  
Telephone: (615) 259-1510  
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[cewang@polsinelli.com](mailto:cewang@polsinelli.com)

*Proposed Counsel to the Debtors and  
Debtors in Possession*

## **EXHIBIT 3**

**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> <sup>1</sup>	)	Case No. 18-05665
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921	)	
Debtors.	)	Jointly Administered

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**THE DEADLINE FOR FILING A TIMELY RESPONSE IS: September 18, 2018**  
**THE HEARING WILL BE: September 25, 2018 at 11:00 AM Central Standard Time in**  
**Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.**

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**NOTICE OF FINAL HEARING**

**PLEASE TAKE NOTICE** that on August 29, 2018, the Bankruptcy Court for the Middle District of Tennessee entered an interim order, attached hereto, on the **EXPEDITED MOTION OF DEBTORS FOR AN ORDER AUTHORIZING: (I) CONTINUED USE OF EXISTING CASH MANAGEMENT SYSTEM, INCLUDING MAINTENANCE OF EXISTING BANK ACCOUNTS, CHECKS, AND BUSINESS FORMS; (II) SUSPENSION OF CERTAIN U.S. TRUSTEE BANK ACCOUNT REQUIREMENTS; AND (III) CONTINUATION OF EXISTING DEPOSIT PRACTICES [Docket No. 7]** (the “**Motion**”), attached hereto, of the above-captioned debtors and debtors in possession (the “**Debtors**”).

**PLEASE TAKE FURTHER NOTICE** that a final hearing on the Motion will be held on **September 25, 2018 at 11:00 AM Central Standard Time** in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

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<sup>1</sup> 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).

**YOUR RIGHTS MAY BE AFFECTED.** If you do not want the court to grant the Motion by entering the proposed final order, attached hereto, or if you want the court to consider your views on the Motion, then on or before **September 18, 2018**, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <<https://ecf.tnmb.uscourts.gov>>.

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2. Your response must state the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

**THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by viewing the case on the court's website at <<https://ecf.tnmb.uscourts.gov>>. If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the Motion and may enter the attached final order granting that relief.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

Dated: August 31, 2018  
Nashville, Tennessee

**POLSINELLI PC**

/s/ Michael Malone

---

Michael Malone  
401 Commerce Street, Suite 900  
Nashville, TN 37219  
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[cewang@polsinelli.com](mailto:cewang@polsinelli.com)

*Proposed Counsel to the Debtors and  
Debtors in Possession*

## **EXHIBIT 4**

**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> <sup>1</sup>	)	Case No. 18-05665
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921	)	
Debtors.	)	Jointly Administered

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**THE DEADLINE FOR FILING A TIMELY RESPONSE IS: September 25, 2018 at 4:00 PM Central Standard Time**

**THE HEARING WILL BE: October 2, 2018 at 11:00 AM Central Standard Time in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.**

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**NOTICE OF FINAL HEARING**

**PLEASE TAKE NOTICE** that on August 29, 2018, the Bankruptcy Court for the Middle District of Tennessee entered an interim order, attached hereto, on the **EXPEDITED MOTION OF DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS: (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION SECURED FINANCING AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING ADEQUATE PROTECTION, (IV) MODIFYING THE AUTOMATIC STAY, AND (V) SCHEDULING A FINAL HEARING [Docket No. 10]** (the “**Motion**”), attached hereto, of the above-captioned debtors and debtors in possession (the “**Debtors**”).

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<sup>1</sup> 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).

**PLEASE TAKE FURTHER NOTICE** that a final hearing on the Motion will be held on **October 2, 2018 at 11:00 AM Central Standard Time** in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

**YOUR RIGHTS MAY BE AFFECTED.** If you do not want the court to grant the Motion by entering the proposed final order, attached hereto, or if you want the court to consider your views on the Motion, then on or before **September 25, 2018 at 4:00 PM Central Standard Time**, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <https://ecf.tnmb.uscourts.gov>.

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2. Your response must state the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

**THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by viewing the case on the court's website at <https://ecf.tnmb.uscourts.gov>. If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the Motion and may enter the attached final order granting that relief.

Dated: August 31, 2018  
Nashville, Tennessee

**POLSINELLI PC**

/s/ Michael Malone

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Nashville, TN 37219  
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[cewang@polsinelli.com](mailto:cewang@polsinelli.com)

*Proposed Counsel to the Debtors and  
Debtors in Possession*

## **EXHIBIT 5**

**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> <sup>1</sup>	)	Case No. 18-05665
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921	)	
Debtors.	)	Jointly Administered

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**THE DEADLINE FOR FILING A TIMELY RESPONSE IS: September 18, 2018**  
**THE HEARING WILL BE: September 25, 2018 at 11:00 AM Central Standard Time in**  
**Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.**

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**NOTICE OF MOTION AND HEARING**

**PLEASE TAKE NOTICE** that on August 24, 2018, the above-captioned debtors and debtors in possession (the “**Debtors**”) filed the **APPLICATION OF DEBTORS FOR AUTHORITY TO EMPLOY AND RETAIN POLSINELLI PC AS COUNSEL TO THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE [Docket No. 11]** (the “**Motion**”), attached hereto, in the Bankruptcy Court for the Middle District of Tennessee.

**PLEASE TAKE FURTHER NOTICE** that a hearing on the Motion will be held on **September 25, 2018 at 11:00 AM Central Standard Time** in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

**YOUR RIGHTS MAY BE AFFECTED.** If you do not want the court to grant the Motion by entering the proposed final order, attached hereto, or if you want the court to consider your views on the Motion, then on or before **September 18, 2018**, you or your attorney must:

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<sup>1</sup> 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).

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <<https://ecf.tnmb.uscourts.gov>>.

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2. Your response must state the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

**THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by viewing the case on the court's website at <<https://ecf.tnmb.uscourts.gov>>. If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the Motion and may enter the attached final order granting that relief.

Dated: August 31, 2018  
Nashville, Tennessee

**POLSINELLI PC**

/s/ Michael Malone

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*Proposed Counsel to the Debtors and  
Debtors in Possession*

## **EXHIBIT 6**

**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> <sup>1</sup>	)	Case No. 18-05665
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921	)	
Debtors.	)	Jointly Administered

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**THE DEADLINE FOR FILING A TIMELY RESPONSE IS: September 18, 2018**  
**THE HEARING WILL BE: September 25, 2018 at 11:00 AM Central Standard Time in**  
**Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.**

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**NOTICE OF MOTION AND HEARING**

**PLEASE TAKE NOTICE** that on August 24, 2018, the above-captioned debtors and debtors in possession (the “**Debtors**”) filed the **EXPEDITED MOTION OF DEBTORS FOR AUTHORITY TO EMPLOY AND RETAIN GLASSRATNER ADVISORY & CAPITAL GROUP, LLC AS FINANCIAL ADVISOR TO THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE [Docket No. 12]** (the “**Motion**”), attached hereto, in the Bankruptcy Court for the Middle District of Tennessee.

**PLEASE TAKE FURTHER NOTICE** that a hearing on the Motion will be held on **September 25, 2018 at 11:00 AM Central Standard Time** in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

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<sup>1</sup> 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).

**YOUR RIGHTS MAY BE AFFECTED.** If you do not want the court to grant the Motion by entering the proposed final order, attached hereto, or if you want the court to consider your views on the Motion, then on or before **September 18, 2018**, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <<https://ecf.tnmb.uscourts.gov>>.

If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: 701 Broadway, 1st Floor, Nashville, TN (Monday - Friday, 8:00 A.M. - 4:00 P.M.).

2. Your response must state the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

**THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by viewing the case on the court's website at <<https://ecf.tnmb.uscourts.gov>>. If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the Motion and may enter the attached final order granting that relief.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

Dated: August 31, 2018  
Nashville, Tennessee

**POLSINELLI PC**

/s/ Michael Malone

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Debtors in Possession*

## **EXHIBIT 7**

**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> <sup>1</sup>	)	Case No. 18-05665
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921	)	
Debtors.	)	Jointly Administered

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**THE DEADLINE FOR FILING A TIMELY RESPONSE IS: September 18, 2018**  
**THE HEARING WILL BE: September 25, 2018 at 11:00 AM Central Standard Time in**  
**Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.**

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**NOTICE OF MOTION AND HEARING**

**PLEASE TAKE NOTICE** that on August 24, 2018, the above-captioned debtors and debtors in possession (the “**Debtors**”) filed the **MOTION OF DEBTORS FOR EMPLOYMENT OF BMC GROUP, INC. AS NOTICING AND CLAIMS AGENT OF DEBTORS [Docket No. 14]** (the “**Motion**”), attached hereto, in the Bankruptcy Court for the Middle District of Tennessee.

**PLEASE TAKE FURTHER NOTICE** that a hearing on the Motion will be held on **September 25, 2018 at 11:00 AM Central Standard Time** in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

**YOUR RIGHTS MAY BE AFFECTED.** If you do not want the court to grant the Motion by entering the proposed final order, attached hereto, or if you want the court to consider your views on the Motion, then on or before **September 18, 2018**, you or your attorney must:

---

<sup>1</sup> 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).

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <<https://ecf.tnmb.uscourts.gov>>.

If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: 701 Broadway, 1st Floor, Nashville, TN (Monday - Friday, 8:00 A.M. - 4:00 P.M.).

2. Your response must state the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

**THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by viewing the case on the court's website at <<https://ecf.tnmb.uscourts.gov>>. If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the Motion and may enter the attached final order granting that relief.

Dated: August 31, 2018  
Nashville, Tennessee

**POLSINELLI PC**

/s/ Michael Malone  
Michael Malone  
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*Proposed Counsel to the Debtors and  
Debtors in Possession*

## **EXHIBIT 8**

**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> <sup>1</sup>	)	Case No. 18-05665
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921	)	
Debtors.	)	Jointly Administered

---

**THE DEADLINE FOR FILING A TIMELY RESPONSE IS: September 18, 2018**  
**THE HEARING WILL BE: September 25, 2018 at 11:00 AM Central Standard Time in**  
**Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.**

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**NOTICE OF MOTION AND HEARING**

**PLEASE TAKE NOTICE** that on August 24, 2018, the above-captioned debtors and debtors in possession (the “**Debtors**”) filed the **APPLICATION OF DEBTORS FOR AUTHORITY TO EMPLOY AND RETAIN EGERTON, MCAFEE, ARMISTEAD & DAVIS, P.C. AS SPECIAL TRANSACTIONAL COUNSEL TO THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE [Docket No. 15]** (the “**Motion**”), attached hereto, in the Bankruptcy Court for the Middle District of Tennessee.

**PLEASE TAKE FURTHER NOTICE** that a hearing on the Motion will be held on **September 25, 2018 at 11:00 AM Central Standard Time** in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

---

<sup>1</sup> 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).

**YOUR RIGHTS MAY BE AFFECTED.** If you do not want the court to grant the Motion by entering the proposed final order, attached hereto, or if you want the court to consider your views on the Motion, then on or before **September 18, 2018**, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <<https://ecf.tnmb.uscourts.gov>>.

If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: 701 Broadway, 1st Floor, Nashville, TN (Monday - Friday, 8:00 A.M. - 4:00 P.M.).

2. Your response must state the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

**THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by viewing the case on the court's website at <<https://ecf.tnmb.uscourts.gov>>. If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the Motion and may enter the attached final order granting that relief.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

Dated: August 31, 2018  
Nashville, Tennessee

**POLSINELLI PC**

/s/ Michael Malone

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Debtors in Possession*

## **EXHIBIT 9**

**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> <sup>1</sup>	)	Case No. 18-05665
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921	)	
Debtors.	)	Jointly Administered

**PROPOSED FINAL ORDER AUTHORIZING THE DEBTORS TO FILE A  
CONSOLIDATED LIST OF LARGEST UNSECURED CREDITORS**

Upon the motion (the “**Motion**”)<sup>2</sup> of the Debtors for an order, under Bankruptcy Rule 1007(d), authorizing the Debtors to file a consolidated list of largest unsecured creditors; and the Court having reviewed the Motion; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion is GRANTED, as set forth herein.

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<sup>1</sup> 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).

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

2. The Debtors are authorized to file a consolidated list of largest unsecured creditors in the Chapter 11 Cases consisting of the thirty (30) largest unsecured creditors in the Chapter 11 Cases.

3. The Final Order shall be effective and enforceable upon entry hereof.

4. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Final Order.

5. On or before September 28, 2018, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Final Order on the notice parties listed in the Motion.

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

APPROVED FOR ENTRY:

**POLSINELLI PC**

/s/Michael Malone

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Caryn E. Wang (*Pro Hac Vice* Pending)  
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*Proposed Counsel to the Debtors and  
Debtors in Possession*

## **EXHIBIT 10**

**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> <sup>1</sup>	)	Case No. 18-05665
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921	)	
Debtors.	)	Jointly Administered

**PROPOSED FINAL ORDER AUTHORIZING PAYMENT OF: (I) CERTAIN  
PREPETITION WORKFORCE CLAIMS, INCLUDING WAGES, SALARIES, AND  
OTHER COMPENSATION; (II) CERTAIN EMPLOYEE BENEFITS AND  
CONFIRMING RIGHT TO CONTINUE EMPLOYEE BENEFITS ON POSTPETITION  
BASIS; (III) REIMBURSEMENT TO EMPLOYEES FOR PREPETITION EXPENSES;  
(IV) WITHHOLDING AND PAYROLL-RELATED TAXES; (V) WORKERS'  
COMPENSATION OBLIGATIONS, AND (VI) PREPETITION CLAIMS OWING TO  
ADMINISTRATORS AND THIRD-PARTY PROVIDERS**

Upon the motion (the “**Motion**”)<sup>2</sup> of the Debtors for entry of an order (this “**Final Order**”) authorizing payment of (i) certain prepetition workforce claims, including wages, salaries, and other compensation; (ii) certain employee benefits and confirming right to continue employee benefits on postpetition basis; (iii) reimbursement to employees for expenses incurred prepetition; (iv) withholding and payroll-related taxes; (v) workers’ compensation obligations; and (vi) prepetition claims owing to administrators and third-party providers; and the Court having reviewed the Motion and the First Day Declaration; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408

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<sup>1</sup> 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).

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

and 1409; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED as set forth herein.
2. All objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized, but not directed to: (i) pay prepetition claims and honor obligations incurred or related to the Employee Obligations; (ii) maintain, continue, and honor, in the ordinary course of business, the Employee Plans and Programs; and (iii) pay prepetition claims and honor obligations incurred or related to the Affiliate Compensation Obligations; provided that no Employee receives more than \$12,850.00 in prepetition wages.
4. The Debtors are authorized, but not directed, to continue the programs and policies described in the Motion on a postpetition basis and to alter, modify or discontinue such programs and policies as they deem necessary or appropriate in the ordinary course of business, without further notice to or order of the Court.
5. Except as otherwise set forth herein, the Debtors are authorized, pursuant to Bankruptcy Code sections 105(a) and 363(b), but not obligated or directed, in the reasonable exercise of their business judgment and in the ordinary course of business, to pay and honor amounts on account of Employee Compensation Obligations and Contractor Obligations (exclusive of Withholding Obligations).

6. The Debtors and any applicable third parties are authorized to continue to allocate and distribute Withholding Obligations to the appropriate third-party recipients or taxing authorities in accordance with the Debtors' stated policies and prepetition practices.

7. The Debtors are authorized, but not directed, to maintain the Incentive Programs in the ordinary course of business.

8. The Debtors are authorized, but not directed, to continue to honor their Reimbursable Expense Obligations including any prepetition obligations, and to continue in accordance with the Debtors' stated policies and prepetition practices, including utilization of the Corporate Cards; provided, however, that satisfaction of prepetition Reimbursable Expense Obligations shall only be allowed to the extent Employees have paid for such expenses directly from their own funds or are otherwise personally liable for such expenses.

9. The Debtors are authorized, but not directed, to honor the Employee Benefits Plans in the ordinary course of business and in accordance with the Debtors' prepetition policies and programs, and to make any necessary contributions to such programs and pay any unpaid premium, claim, or amount owed as of the Petition Date with respect thereto.

10. The Debtors are authorized, but not directed, (i) to continue the Debtors' Vacation, Sick Leave, and Holiday Pay policies in the ordinary course of business and (ii) to honor all obligations under the Debtors' Vacation, Sick Leave, and Holiday Pay policies, including payout of accrued Vacation in accordance with the Debtors' prepetition practice and applicable law.

11. The Debtors are authorized, but not directed, to pay Workers' Compensation Claims in the ordinary course of business.

12. The Debtors are authorized, but not directed, to pay all processing and administrative fees associated with and all costs and expenses incidental to payment of the

Compensation Obligations and the Employee Benefits Obligations, including the Administrative Fee Obligations.

13. The Debtors are authorized, but not directed, to pay the Affiliate Compensation Obligations incurred in the ordinary course of business.

14. Nothing in the Motion or this Final Order, nor as a result of any payment made pursuant to this Final Order, shall be deemed or construed as an admission as to the validity or priority of any claim against the Debtors, an approval or assumption of any agreement, contract or lease pursuant to Bankruptcy Code section 365, or a waiver of the right of the Debtors, or shall impair the ability of the Debtors, or any other party in interest, to the extent applicable, to contest the validity and amount of any payment made pursuant to this Final Order.

15. Each of the Processors is authorized to receive, process, honor, and pay all checks and transfers issued or requested by the Debtors, to the extent that sufficient funds are on deposit in the applicable accounts, in accordance with this Final Order and any other order of this Court.

16. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests in connection with any Employee Obligations that are dishonored or rejected.

17. The Debtors are authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Final Order.

18. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

19. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Final Order shall be effective and enforceable immediately upon entry hereof.

20. Nothing in the Motion or this Final Order shall be construed to authorize any severance payments or any payments to insiders.

21. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Final Order.

22. On or before September 28, 2018, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Final Order on the notice parties listed in the Motion.

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

APPROVED FOR ENTRY:

**POLSINELLI PC**

/s/Michael Malone

Michael Malone  
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*Proposed Counsel to the Debtors and  
Debtors in Possession*

## **EXHIBIT 11**

**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> <sup>1</sup>	)	Case No. 18-05665
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921	)	
Debtors.	)	Jointly Administered

**PROPOSED FINAL ORDER AUTHORIZING: (I) CONTINUED USE OF EXISTING CASH MANAGEMENT SYSTEM, INCLUDING MAINTENANCE OF EXISTING BANK ACCOUNTS, CHECKS, AND BUSINESS FORMS; (II) SUSPENSION OF CERTAIN U.S. TRUSTEE BANK ACCOUNT REQUIREMENTS; AND (III) CONTINUATION OF EXISTING DEPOSIT PRACTICES**

Upon the motion (the “**Motion**”)<sup>2</sup> of the Debtors for entry of an order (this “**Final Order**”), pursuant to Bankruptcy Code sections 105(a), 363, and 364, Bankruptcy Rules 6003 and 6004, and Local Rule 2015-2: (i) authorizing, but not directing, the Debtors to continue to maintain and use their Cash Management System, including maintenance of the Debtor Bank Accounts and existing, checks and business forms; (ii) granting the Debtors a suspension of certain bank account and related requirements of the U.S. Trustee to the extent that such requirements are inconsistent with the Debtors’ practices under their Cash Management System or other actions described in the Motion or this Order; and (iii) authorizing, but not directing, the Debtors to continue to maintain and use their Deposit Practices; and the Court having reviewed the Motion, the First Day Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties

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<sup>1</sup> 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).

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED, as set forth herein.
2. All objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized to continue to use their existing Cash Management System and shall maintain detailed records reflecting all transfers of funds under the terms and conditions provided for by the existing agreements with the institutions participating in the Cash Management System, except as modified by this Final Order. In connection with the ongoing use of the Cash Management System, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all transactions can be readily ascertained, traced, properly recorded, and distinguished between prepetition and postpetition transactions on intercompany accounts, and shall include a detailed accounting of such intercompany transactions in the Debtors' monthly operating reports.
4. The Debtors are authorized to: (i) continue to use any and all of the Debtor Bank Accounts in existence as of the Petition Date, including, but not limited to, the Debtor Bank Accounts identified on Attachment 1 and Attachment 2 attached hereto, in the same manner and

with the same account numbers, styles, and document forms as are currently employed; (ii) deposit funds in and withdraw funds from the Debtor Bank Accounts in the ordinary course by all usual means, including checks, wire transfers, drafts, and electronic fund transfers or other items presented, issued, or drawn on the Debtor Bank Accounts; (iii) pay ordinary course bank fees in connection with the Debtor Bank Accounts, including any fees arising prior to the Petition Date; (iv) perform their obligations under the documents and agreements governing the Debtor Bank Accounts; and (v) for all purposes, treat the Debtor Bank Accounts as accounts of the Debtors in their capacities as debtors in possession.

5. In each instance where the Debtors hold Debtor Bank Accounts at Banks that are party to a Uniform Depository Agreement with the U.S. Trustee, within fifteen (15) days of entry of this Final Order the Debtors shall (i) contact each Bank, (ii) provide the Bank with each of the Debtors' employer identification numbers, and (iii) identify each of the Debtors' Bank Accounts held at such Banks as being held by a debtor in possession in a bankruptcy case.

6. ServisFirst Bank acknowledges and agrees that it shall not set off any funds deposited in Debtors' ServisFirst bank accounts against any amounts owed to ServisFirst Bank by the Debtors without first obtaining permission from the Court after proper notice and a hearing.

7. Debtors are authorized to continue to use their existing checks, correspondence, and other business forms without alteration or change and without the designation "Debtor in Possession" or a bankruptcy case number imprinted upon them. Notwithstanding the foregoing, once a Debtor's existing checks have been used, the Debtor shall, when reordering checks, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks; provided that, with respect to checks that the Debtors or their agents print

themselves, the Debtors shall begin printing the “Debtor in Possession” legend on such items within ten (10) days of the date of entry of this Final Order.

8. The Debtors are authorized to continue to utilize all third-party providers necessary for the administration of their Cash Management System, including their payroll processor, LBMC Employment Partners. In addition, the Debtors are authorized, but not directed, to pay all prepetition or postpetition amounts due to such third-party providers.

9. *Nunc pro tunc* to the Petition Date, and subject to the terms of this Final Order or other order of this Court, all Banks at which the Debtor Bank Accounts are maintained are authorized and directed to continue to administer, service, and maintain the Debtor Bank Accounts as such accounts were administered, serviced, and maintained prepetition, without interruption and in the ordinary course (including making deductions for Bank Fees and Expenses), and, when requested by the Debtors in their sole discretion, to honor any and all checks, drafts, wires, electronic fund transfers, or other items presented, issued, or drawn on the Debtor Bank Accounts on account of a claim against the Debtors arising on or after the Petition Date; provided, however, that unless otherwise ordered by the Court, no checks, drafts, electronic funds transfers (excluding any electronic funds transfer that the Banks are obligated to settle), or other items presented, issued, or drawn on the Debtor Bank Accounts on account of a claim against the Debtors arising prior to the Petition Date shall be honored. Notwithstanding the foregoing, the Debtors are authorized to pay Processing Fees to Credit Card Processors regardless of when the underlying transactions occurred.

10. Each Bank shall implement reasonable handling procedures designed to effectuate the terms of this Final Order. No Bank that implements such handling procedures and then honors a prepetition check or item drawn on any account that is the subject of this Final Order (i)

at the direction of the Debtors to honor such prepetition check or item, (ii) in the good faith belief that the Court has authorized such prepetition check or item to be honored, or (iii) as a result of a good faith error made despite implementation of such handling procedures, shall be deemed to be liable to the Debtors or their estates on account of such prepetition check or item being honored postpetition or otherwise in violation of this Final Order.

11. The Debtors are authorized to implement such reasonable changes, consistent with this Final Order, to the Cash Management System as the Debtors may deem necessary or appropriate, including, without limitation, closing any of the Debtor Bank Accounts or opening any New Accounts wherever the Debtors deem that such accounts are needed or appropriate. Notwithstanding the foregoing, the Debtors shall open such New Account(s) at banks that have executed a Uniform Depository Agreement with the U.S. Trustee, or at such banks that are willing to immediately execute such an agreement and any New Account that the Debtors open in the United States shall be (i) at one of the existing Banks or with a bank that is organized under the laws of the United States of America or any state therein, and that is insured by the FDIC or the Federal Savings and Loan Insurance Corporation, and (ii) designated a “Debtor in Possession” account by the relevant bank. The New Accounts are deemed to be Debtor Bank Accounts and are similarly subject to the rights, obligations, and relief granted in this Final Order. The Banks are authorized to honor the Debtors’ requests to open or close (as the case may be) such Debtor Bank Account(s) or New Account(s). In the event that the Debtors open or close any Debtor Bank Accounts(s) or New Account(s), such opening or closing shall be timely indicated on the Debtors’ monthly operating reports and the Debtors shall give fifteen (15) days’ prior notice to the U.S. Trustee, counsel to the prepetition secured creditors, and counsel to any

office committee of unsecured creditors appointed in these Chapter 11 Cases before opening or closing accounts. This period may be shortened by agreement.

12. The Debtors are authorized to deposit funds in accordance with existing practices under the Cash Management System as in effect as of the Petition Date, subject to any reasonable changes, consistent with this Final Order, to the Cash Management System that the Debtors may implement, and, to the extent such practices are inconsistent with the requirements of Bankruptcy Code section 345(b), such requirements suspended.

13. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

14. Despite the Debtors' use of a consolidated Cash Management System, the Debtors shall calculate any quarterly fees due under 28 U.S.C. § 1930(a)(6) based on the disbursements of each debtor, regardless of who pays those disbursements.

15. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (i) an admission as to the validity of any claim or lien against the Debtors or their estates; (ii) a waiver of the Debtors' rights to dispute any claim or lien; (iii) an approval or assumption of any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (iv) an admission of the priority status of any claim, whether under Bankruptcy Code section 503(b)(9) or otherwise; or (v) a modification of the Debtors' rights to seek relief under any section of the Bankruptcy Code on account of any amounts owed or paid to any third party.

16. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Final Order, shall be deemed an admission as to the validity of the

underlying obligation or a waiver of any rights the Debtors may have to dispute such obligation on any ground that applicable law permits.

17. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003.

18. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Final Order shall be effective and enforceable immediately upon entry hereof.

19. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Final Order.

20. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Final Order.

21. On or before September 28, 2018, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Final Order on the Notice Parties.

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

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

APPROVED FOR ENTRY BY AND THROUGH COUNSEL:

**POLSINELLI PC**

/s/Michael Malone

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-and-

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*Proposed Counsel to the Debtors and  
Debtors in Possession*

**NEAL & HARWELL, PLC**

By: /s/ David Thompson

David G. Thompson, BPR #20309  
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*Counsel for ServisFirst Bank*

**ATTACHMENT 1****Schedule of Debtor Bank Accounts**

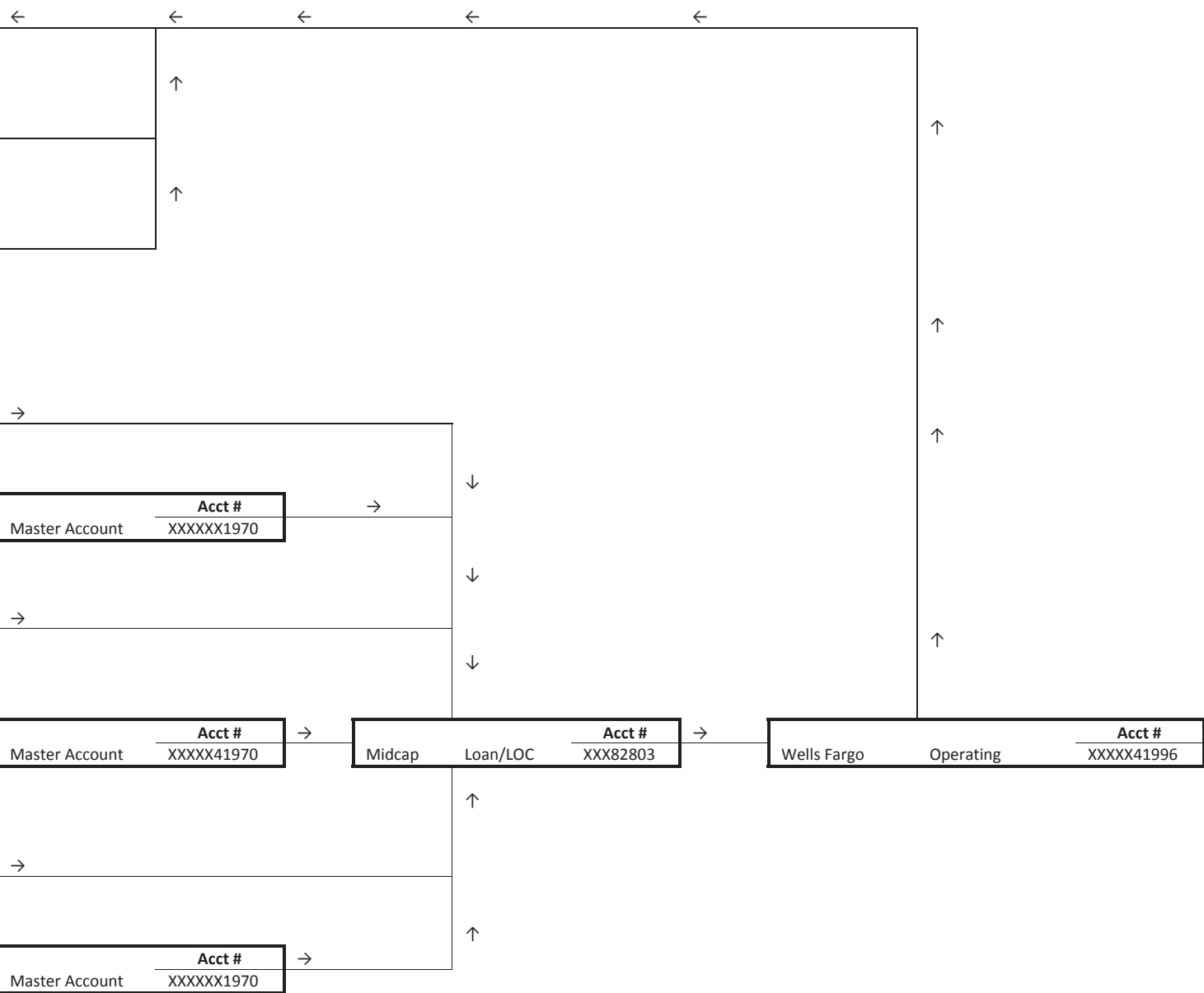
<b>Financial Institution</b>	<b>Address</b>	<b>Account Number (Last 5 Digits)</b>	<b>Account Holder</b>	<b>Account Type</b>
ServisFirst	850 Shades Creek Pkwy, Ste 200 Birmingham, AL 35209	92737	Curae Health (Corporate)	Curae Operating Account
ServisFirst	850 Shades Creek Pkwy, Ste 200 Birmingham, AL 35209	92760	Curae Health (Combined)	Accounts Payable
ServisFirst	850 Shades Creek Pkwy, Ste 200 Birmingham, AL 35209	92752	Curae Health (Combined)	Payroll
ServisFirst	850 Shades Creek Pkwy, Ste 200 Birmingham, AL 35209	92745	Curae Health (Corporate)	Collateral
ServisFirst	850 Shades Creek Pkwy, Ste 200 Birmingham, AL 35209	51020	Curae Health (Corporate)	USDA Reserve
ServisFirst	850 Shades Creek Pkwy, Ste 200 Birmingham, AL 35209	01726	Curae Health (Corporate)	Foundation
Regions Bank	245 N Main St. Clinton, TN 37716	08218	Curae Health (Corporate)	NW AL Real Estate
Wells Fargo	PO Box 63020 San Francisco, CA 94163	41970	Clarksdale	Master
Wells Fargo	PO Box 63020 San Francisco, CA 94163	41996	Clarksdale	Operating
ServisFirst	850 Shades Creek Pkwy, Ste. 200 Birmingham, AL 35209	01106	Gilmore (Amory)	Lockbox and DDA
Bank of America	PO Box 15284 Wilmington, DE 19850	24538	Gilmore (Amory)	Lockbox
Renesant Bank	913 Hwy 278 E Amory, MS 38821	25612	Gilmore (Amory)	Main Account
Wells Fargo	PO Box 63020 San Francisco, CA 94163	52119	Gilmore (Amory)	Government Deposits

<b>Financial Institution</b>	<b>Address</b>	<b>Account Number (Last 5 Digits)</b>	<b>Account Holder</b>	<b>Account Type</b>
Wells Fargo	PO Box 63020 San Francisco, CA 94163	52127	Gilmore (Amory)	Non-Government Deposits
Wells Fargo	PO Box 63020 San Francisco, CA 94163	82227	Gilmore (Amory)	Disbursement Account
Renesant Bank	913 Hwy 278 E Amory, MS 38821	95018	Gilmore (Amory)	Clinic Account
US Bank	PO Box 1800 St. Paul, MN 55101	88083	Gilmore (Amory)	Clinic Account
ServisFirst	850 Shades Creek Pkwy, Ste. 200 Birmingham, AL 35209	01098	Panola (Batesville)	Lockbox and DDA
Bank of America	PO Box 15284 Wilmington, DE 19850	24541	Panola (Batesville)	Lockbox
Guaranty Bank	210 Hayden St. Belzoni, MS 39038	19568	Panola (Batesville)	Main Account
Wells Fargo	PO Box 63020 San Francisco, CA 94163	52176	Panola (Batesville)	Government Deposits
Wells Fargo	PO Box 63020 San Francisco, CA 94163	52184	Panola (Batesville)	Non-Government Deposits
Wells Fargo	PO Box 63020 San Francisco, CA 94163	82235	Panola (Batesville)	Disbursement Account
Guaranty Bank	210 Hayden St. Belzoni, MS 39038	19576	Panola (Batesville)	Clinic Account
US Bank	PO Box 1800 St. Paul, MN 55101	88109	Panola (Batesville)	Clinic Account
US Bank	PO Box 1800 St. Paul, MN 55101	14086	Panola (Batesville)	Clinic Account
ServisFirst	850 Shades Creek Pkwy, Ste. 200 Birmingham, AL 35209	01114	Clarksdale	Lockbox and DDA
Bank of America	PO Box 15284 Wilmington, DE 19850	24525	Clarksdale	Lockbox

<b>Financial Institution</b>	<b>Address</b>	<b>Account Number (Last 5 Digits)</b>	<b>Account Holder</b>	<b>Account Type</b>
Regions Bank	211 East Second St. Clarksdale, MS 38614	01408	Clarksdale	Main Account
Wells Fargo	PO Box 63020 San Francisco, CA 94163	41954	Clarksdale	Government Deposits
Wells Fargo	PO Box 63020 San Francisco, CA 94163	41962	Clarksdale	Non-Government Deposits
Wells Fargo	PO Box 63020 San Francisco, CA 94163	82134	Clarksdale	Disbursement Account
Regions Bank	211 East Second St. Clarksdale, MS 38614	01416	Clarksdale	Clinic Account
US Bank	PO Box 1800 St. Paul, MN 55101	88470	Clarksdale	Clinic Account
US Bank	PO Box 1800 St. Paul, MN 55101	98246	Clarksdale	Clinic Account

**ATTACHMENT 2**

**Diagram of Cash Management System**



the left were in process to be used to separate the MS Hospital disbursements from Curae counting/tracking. They technically are active but have never had activity.

## **EXHIBIT 12**

**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> <sup>1</sup>	)	Case No. 18-05665
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921	)	
Debtors.	)	Jointly Administered

**PROPOSED FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN  
POSTPETITION SECURED FINANCING AND (B) UTILIZE CASH COLLATERAL,  
(II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE  
STATUS, (III) GRANTING ADEQUATE PROTECTION, AND (IV) MODIFYING  
THE AUTOMATIC STAY**

Upon consideration of the motion (the “**DIP Motion**”),<sup>2</sup> dated August 24, 2018, filed by Curae Health, Inc. (“**Curae**”), Amory Regional Medical Center, Inc. (“**ARMC**”), Amory Regional Physicians, LLC (“**ARP**”), Batesville Regional Medical Center, Inc. (“**BRMC**”), Batesville Regional Physicians, LLC (“**BRP**”), Clarksdale Regional Medical Center, Inc.

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<sup>1</sup> 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).

<sup>2</sup> Except as otherwise set forth herein, capitalized terms used herein, but not defined herein, shall have the meanings ascribed to them in the DIP Motion.

4847-3142-2064  
65103285.1  
65103285.2

(“**CRMC**”), and Clarksdale Regional Physicians, LLC (“**CRP**,” and together with Curae, ARMC, ARP, BRMC, BRP, and CRMC, the “**Debtors**”), as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Chapter 11 Cases**”), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e) and 507 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rules 2081-1 and 4001-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Middle District of Tennessee (the “**Local Rules**”), for entry of an order (this “**Final Order**”) authorizing the Debtors to, among other things:

(i) Obtain senior secured post-petition financing (the “**DIP Financing**” or “**DIP Facility**”) pursuant to the terms and conditions of the DIP Financing Documents (as defined herein), the Interim Order, and the Final Order, pursuant to sections 364(c)(1), 364(d), and 364(e) of the Bankruptcy Code and Rule 4001(c) of the Bankruptcy Rules;

(ii) Enter into (a) a Debtor-in-Possession Credit Agreement (the “**DIP Credit Agreement**”), substantially in the form attached as **Exhibit A** to the DIP Motion, by and among each of the Debtors and MidCap Financial Trust (“**MidCap**”), or one of its affiliates, in its capacity as agent (“**DIP Agent**”) and in its capacity as lender (“**DIP Lender**,”)<sup>3</sup> under the DIP Credit Agreement and other related financing documents (the “**DIP Financing Documents**”);

(iii) Borrow, on an interim basis, pursuant to the DIP Financing Documents, postpetition financing of up to \$15,000,000.00 on a revolving basis (the “**Interim DIP Loan**”)

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<sup>3</sup> Unless otherwise indicated, all references herein to DIP Lender shall include MidCap in its capacity as DIP Agent and DIP Lender.

and seek other financial accommodations from the DIP Lender pursuant to the DIP Credit Agreement, the other DIP Financing Documents, and the Interim Order;

(iv) Borrow, on a final basis, pursuant to the DIP Financing Documents, post-petition financing of up to \$15,000,000.00 on a revolving basis, which includes the Interim DIP Loan (the “**Final DIP Loan**,” and together with the Interim DIP Loan, the “**DIP Loan**”) and seek other financial accommodations from the DIP Lender pursuant to the DIP Credit Agreement, the other DIP Financing Documents, and the Final Order (as defined herein);

(v) Execute and deliver the DIP Credit Agreement and the other DIP Financing Documents;

(vi) Grant the DIP Lender allowed super-priority administrative expense claims, pursuant to section 364(c)(1) of the Bankruptcy Code, in each of the Chapter 11 Cases and any Successor Cases (as defined herein) for the DIP Financing and all obligations of the Debtors owing under the DIP Financing Documents (collectively, and including all “Obligations” of the Debtors as defined and described in the DIP Credit Agreement, the “**DIP Obligations**”) subject only to the Carve-Out (as defined herein);

(vii) Grant the DIP Lender automatically perfected first priority senior security interests in and liens on all of the DIP Collateral (as defined herein), including, without limitation, all property constituting “cash collateral,” (as defined in section 363(a) of the Bankruptcy Code, “**Cash Collateral**”), pursuant to section 364(d)(1) of the Bankruptcy Code, which liens shall not be subject to any other liens, charges or security interests, with the exception of the Carve-Out (as defined herein) as set forth below, nor to surcharge under section 506(c) or any other section of the Bankruptcy Code;

(viii) Obtain authorization to use the proceeds of the DIP Financing in all cases in accordance with the Budget (as defined in the DIP Credit Agreement), a copy of which is attached hereto as **Exhibit 1**, and as otherwise provided in the DIP Financing Documents and this Final Order;

(ix) Obtain authorization to use Cash Collateral, including the Prepetition Secured Lenders' (as defined herein) Cash Collateral in accordance with the Budget;

(x) Provide adequate protection to the Prepetition Secured Lenders pursuant to the terms of this Final Order for any diminution in value of their respective interests in the Prepetition Collateral (as defined herein) of the Debtors, including any Cash Collateral;

(xi) Vacate and modify the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms of the DIP Financing Documents, the Interim Order, and the Final Order;

(xii) Schedule a final hearing (the “***Final Hearing***”) to consider entry of the Final Order granting the relief requested in the DIP Motion on a final basis and approving the form of notice with respect to the Final Hearing; and

(xiii) Waive any applicable stay as provided in the Bankruptcy Rules and provide for immediate effectiveness of this Final Order.

The Court, having considered the DIP Motion, the *Declaration of Stephen Clapp, Chief Executive Officer of Curae Health, Inc., in Support of Chapter 11 Petitions and First Day Pleadings*, the DIP Credit Agreement, and the evidence submitted or adduced and the arguments of counsel made at the hearing on this Final Order (the “***Final Hearing***”); and due and proper notice of the DIP Motion and Final Hearing having been provided in accordance with

Bankruptcy Rules 2002, 4001(b) and (d), and 9014 and Local Rules 2081-1 and 4001-1, and no other or further notice being required under the circumstances; and the Final Hearing having been held and concluded; and it appearing that approval of the final relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors and is otherwise fair and reasonable and in the best interests of the Debtors, their estates and their creditors, and is essential for the preservation of the value of the Debtors' assets; and all objections, if any, to the entry of this Final Order having been withdrawn, resolved or overruled by the Court; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

**IT IS HEREBY FOUND, DETERMINED, ORDERED AND ADJUDGED**, that:

A. **Petition Date**. On August 24, 2018 (the "***Petition Date***"), the Debtors each filed with this Court voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are continuing to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. **Jurisdiction and Venue**. This Court has jurisdiction over these proceedings pursuant to 28 U.S.C. §§ 157(b) and 1334, and over the persons and property affected hereby. Consideration of the DIP Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue for these Chapter 11 Cases and proceedings on the DIP Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Committee Formation**. A statutory committee of unsecured creditors (the "***Committee***") has not yet been appointed in these Chapter 11 Cases.

D. **Notice**. Notice of the Final Hearing and notice of the DIP Motion has been provided by the Debtors to: (a) the Office of the United States Trustee for the Middle District of

Tennessee (the “*U.S. Trustee*”); (b) counsel to prepetition lender, ServisFirst Bank (“*ServisFirst*”); (c) counsel to prepetition lender, CHS/Community Health Systems, Inc. (“*CHS*”); (d) counsel to Prepetition First Lien Revolving Lender (as defined herein) and DIP Lender; (e) the Office of the United States Attorney for the Middle District of Tennessee; (f) the United States Department of Health and Human Services; (g) the Tennessee State Department of Health; (h) the Attorney General of the State of Tennessee; (i) the Tennessee Department of Revenue; (j) the Internal Revenue Service; (k) the parties included on the list of the Debtors list of twenty largest unsecured creditors; (l) any party who has requested notice pursuant to Bankruptcy Rule 2002; (m) all parties entitled to notice under Bankruptcy Rule 2002(j); and (n) all other known parties asserting a lien on the Debtors’ assets. Under the circumstances, such notice of the Final Hearing and the DIP Motion constitute due, sufficient and appropriate notice and complies with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001(b), and the Local Rules, and no other or further notice is required under the circumstances.

E. **Stipulations as to the Prepetition Secured Credit Facilities.** Without prejudice to the rights of parties in interest as set forth below, the Debtors admit, stipulate, acknowledge and agree that (collectively, paragraphs E(i) through E(xi) hereof shall be referred to herein as the “*Debtors’ Stipulations*”):

(i) **Prepetition First Lien Revolving Facility.** Pursuant to that certain Credit and Security Agreement dated as of December 31, 2017, as amended, restated, supplemented, or otherwise modified from time to time, including without limitation, by that Joinder and Amendment No. 1 to Credit and Security Agreement, dated January 12, 2018 (collectively, the “*Prepetition First Lien Revolving Credit Agreement*”) among Debtors ARMC,

ARP, BRMC, BRP, CRMC, and CRP (collectively, “**Borrowers**”) and MidCap Funding IV Trust, as successor-by-assignment to MidCap, as Agent and Lender (the “**Prepetition First Lien Revolving Lender**”),<sup>4</sup> and that Payment Guaranty, dated as of December 13, 2017 executed by Debtor Curae in favor of Prepetition First Lien Revolving Lender (the “**Guaranty**,” and together with all other loan and security documents executed in connection therewith, the “**Prepetition First Lien Revolving Credit Documents**”), the Prepetition First Lien Revolving Lender provided Debtors with a first lien secured revolving credit facility in the maximum principal amount of \$13,000,000 (the “**Prepetition First Lien Revolving Facility**”).

(ii) **Prepetition First Lien Revolving Facility Obligations.** As of the Petition Date, the Debtors were indebted and liable to the Prepetition First Lien Revolving Lender, without objection, defense, counterclaim or offset of any kind under the Prepetition First Lien Revolving Credit Documents in the principal amount of no less than \$9,318,356.02, plus interest accrued and accruing, costs and any fees and expenses due and owing thereunder, including, without limitation, the Deferred Revolving Loan Origination Fee (collectively, the “**Prepetition First Lien Revolving Facility Obligations**”).

(iii) **Prepetition Senior Term Loan Facility.** Pursuant to that certain Loan Agreement, dated as of May 1, 2017, as amended, restated, supplemented, or otherwise modified from time to time (the “**Prepetition Senior Term Loan Agreement**” and, together with all other loan and security documents executed in connection therewith, the “**Prepetition Senior Term Loan Documents**”) between Debtors ARMC, BRMC, and CRMC (collectively, the “**Prepetition**

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<sup>4</sup> Unless otherwise indicated, all references herein to Prepetition First Lien Revolving Lender shall include MidCap Funding IV Trust, as successor-by-assignment to MidCap, in its capacity as Agent and Lender under the Prepetition First Lien Revolving Credit Documents (as defined herein).

*Term Loan Borrowers*”), and ServisFirst, ServisFirst provided a term loan to Term Loan Borrowers, and which is guaranteed by Debtor Curae (together with the Prepetition Term Loan Borrowers, the “*Prepetition Term Loan Parties*”), in the aggregate principal amount of \$18,783,000 (the “*Prepetition Senior Term Loan Facility*”). The Prepetition Senior Term Loan Facility is fully secured by the Prepetition Senior Term Loan Collateral as defined herein.

(iv) **Prepetition Senior Term Loan Facility Obligations.** As of the Petition Date, the Prepetition Term Loan Parties were indebted and liable to ServisFirst, without objection, defense, counterclaim or offset of any kind under the Prepetition Senior Term Loan Documents in the principal amount of no less than \$18,783,000 plus interest accrued and accruing, costs and any fees and expenses due and owing thereunder (collectively, the “*Prepetition Senior Term Loan Facility Obligations*”).

(v) **Prepetition Seller Financing.** The Prepetition Term Loan Parties and are also party to: (A) that certain Loan Agreement dated as of May 1, 2017 (as amended by that certain First Amendment dated as of November 1, 2017, as further amended by that certain Second Amendment dated as of December 13, 2017) with CHS/Community Health Systems, Inc. (“*CHS*” and together with Prepetition First Lien Revolving Lender and ServisFirst, the “*Prepetition Secured Lenders*”), (B) that certain \$14,200,000 Term Loan Note dated May 1, 2017, by ARMC and BRMC payable to the order of CHS, (C) that certain \$13,133,839.64 Promissory Note dated November 1, 2017, by CRMC payable to the order of CHS, (D) that certain Mississippi Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of May 1, 2017 (as has been and may be further amended, supplemented, or modified from time to time in accordance with the Subordination Agreement), by ARMC for the benefit of

CHS, (E) that certain Mississippi Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of May 1, 2017 (as has been and may be further amended, supplemented, or modified from time to time in accordance with the Subordination Agreement), by BRMC for the benefit of CHS, (F) that certain Mississippi Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of November 1, 2017 (as has been and may be further amended, supplemented, or modified from time to time in accordance with the Subordination Agreement), by CRMC for the benefit of CHS, (G) Guaranty, dated as of May 1, 2017 (as has been and may be further amended, supplemented, or modified from time to time in accordance with the Subordination Agreement) by Curae in favor of CHS, and (H) Guaranty Security Agreement, dated as of May 1, 2017 (as may be further amended, supplemented or modified from time to time in accordance with the Subordination Agreement) by Curae in favor of CHS ((A)-(H), collectively, the “**CHS Prepetition Loan Documents**”), pursuant to which CHS provided seller financing and other financial accommodations in connection the purchase and lease of certain of the Debtors’ facilities from CHS.

(vi) **Prepetition First Lien Revolving Facility Collateral.** Pursuant to the Prepetition First Lien Revolving Credit Documents, in order to secure the Debtors’ Prepetition First Lien Revolving Facility Obligations, Borrowers granted Prepetition First Lien Revolving Lender a first lien and security interest in and on the Collateral (as defined in the Prepetition First Lien Revolving Credit Agreement) (the “**Prepetition Revolving Facility First Liens**”), including, without limitation, all of the Borrowers’ right, title, and interest in and to all of the Borrowers’ accounts, cash, money, deposit accounts, lockbox accounts, securities, securities accounts, contract rights, instruments, investment properties, goods, and general intangibles (except as

provided in the Prepetition First Lien Revolving Credit Agreement), including the proceeds of same (collectively, the “***Prepetition First Lien Revolving Facility Collateral***”).

(vii) **Prepetition Senior Term Loan Collateral**. Pursuant to the Prepetition Senior Term Loan Credit Documents, in order to secure the Prepetition Senior Term Loan Facility Obligations, Debtors granted security interests in and liens (the “***Prepetition Senior Term Loan Liens***,” on substantially all of their assets (collectively, the “***Prepetition Senior Term Loan Collateral***”).

(viii) **CHS Prepetition Obligations Collateral** Pursuant to the CHS Prepetition Loan Documents, in order to secure the CHS Prepetition Obligations, the Term Loan Borrowers and Curae granted security interests in and liens (the “***CHS Prepetition Liens***” and together with the Prepetition Revolving Facility First Liens and Prepetition Senior Term Loan Liens, the “***Prepetition Liens***”) subordinate to the Prepetition Senior Term Loan Liens, as applicable, on certain of their assets, specifically excluding the Prepetition First Lien Revolving Facility Collateral (the “***CHS Prepetition Obligations Collateral***” and, together with the Prepetition First Lien Revolving Collateral and the Prepetition Senior Term Loan Collateral, the “***Prepetition Collateral***”).

(ix) **Priority of Prepetition Liens; Intercreditor Agreement and Subordination Agreement**. The Prepetition Revolving Facility First Liens are first priority security interests and liens with respect to the Prepetition First Lien Revolving Collateral. The Prepetition Senior Term Loan Liens are subordinate to the Prepetition Revolving Facility First Liens on the Prepetition First Lien Revolving Facility Collateral and are subject to the terms of that certain Intercreditor and Lien Subordination Agreement, dated as of December 13, 2017 (as

amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Prepetition Intercreditor Agreement*”), between the Prepetition First Lien Revolving Lender and ServisFirst until the Discharge of Revolving Credit Obligations (as defined in the Prepetition Intercreditor Agreement). Subject to the DIP Liens (as defined herein) which prime the Prepetition Senior Term Loan Liens as set forth in paragraphs H and 2(e) hereof, the Prepetition Senior Term Loan Liens are first priority security interests and liens with respect to the Prepetition Senior Term Loan Collateral. Pursuant to the terms of the CHS Prepetition Loan Documents and that certain Subordination Agreement dated as of December 13, 2017 between CHS and Prepetition First Lien Revolving Lender (as may be amended, the “*Prepetition Subordination Agreement*”), the CHS Prepetition Liens do not extend to the Prepetition First Lien Revolving Facility Collateral. In addition, CHS consented in the Prepetition Subordination Agreement to the Prepetition First Lien Revolving Lender providing debtor in possession financing to Debtors in any bankruptcy case commenced by or against Debtors, pursuant to section 364 of the Bankruptcy Code, on terms and conditions and in such amounts as Prepetition First Lien Revolving Lender, in its sole discretion, may decide up to a maximum principal amount of \$18 million, and CHS further consented to Debtors granting Prepetition First Lien Revolving Lender liens and security interests upon all of the Debtors’ property to secure such debtor in possession financing, with such liens having priority over the liens and security interests of CHS on Debtors’ property.

(x) **Enforceability of Prepetition First Lien Revolving Facility Obligations and Prepetition Senior Term Loan Facility Obligations.** The Prepetition First Lien Revolving Facility Obligations and Prepetition Senior Term Loan Facility Obligations are (i) legal, valid,

binding and enforceable against each applicable Debtor and (ii) not subject to any contest, attack, objection, recoupment, defense, counterclaim, offset, subordination, re-characterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise. The Debtors do not have, hereby forever release, and are forever barred from bringing or asserting any claims, counterclaims, causes of action, defense or setoff rights relating to the Prepetition First Lien Revolving Facility Obligations and Prepetition Senior Term Loan Facility Obligations, whether arising under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise against either of the Prepetition First Lien Revolving Lender or ServisFirst and their respective officers, directors, agents, employees, attorneys, successors and assigns.

(xi) **Enforceability of Prepetition Revolving Facility First Liens and Prepetition Senior Term Loan Liens.** The Prepetition Revolving Facility First Liens and Prepetition Senior Term Loan Liens on the Prepetition Collateral were legal, valid, enforceable, non-avoidable, and duly perfected as of the Petition Date, and remain so and are not subject to avoidance, attack, offset, re-characterization or subordination under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise and, as of the Petition Date, and without giving effect to the Interim Order and this Final Order, the Debtors are not aware of any liens or security interests having priority over the Prepetition Revolving Facility First Liens and Prepetition Senior Term Loan Liens on the Prepetition Collateral. The respective Prepetition Revolving Facility First Liens and Prepetition Senior Term Loan Liens on the Prepetition Collateral were granted for fair consideration and reasonably equivalent value.

F. **Findings Regarding the Postpetition Financing.**

(i) **Good Cause; Need for Postpetition Financing.** Good cause has been shown for the entry of this Final Order. An immediate need exists for the Debtors to obtain funds from the Final DIP Loan in order to continue operations, serve patients and to administer and preserve the value of their estates. The ability of the Debtors to finance their operations, to preserve and maintain the value of the Debtors' assets and to maximize a return for all creditors requires the availability of working capital from the Final DIP Loan, the absence of which would immediately and irreparably harm the Debtors, their estates, their patients and their creditors and the possibility for a successful reorganization or sale of the Debtors' assets as a going concern or otherwise. The proposed Final DIP Loan is in the best interests of the Debtors, their estates, their patients and their creditors.

(ii) **No Credit Available on More Favorable Terms.** The Debtors have been unable to obtain (a) unsecured credit allowable under 503(b)(1) of the Bankruptcy Code section as an administrative expense, (b) credit for money borrowed secured solely by a lien on property of the estate that it not otherwise subject to a lien, (c) credit for money borrowed secured by a junior lien on property of the estate which is subject to a lien, (d) or credit otherwise on more favorable terms and conditions than those provided in the DIP Credit Agreement and this Final Order. The Debtors are unable to obtain credit for borrowed money without granting to the DIP Lender the DIP Protections (as defined herein).

(iii) **Consent and Adequate Protection of Existing Lien Holders.** The holders of prepetition liens on the DIP Collateral, including ServisFirst and CHS, have either consented to the DIP Financing as set forth in the DIP Financing Documents and/or their interests in the DIP Collateral are adequately protected as set forth herein.

G. **Use of Proceeds of the DIP Facility.** Proceeds of the DIP Facility (net of any amounts used to pay fees, costs and expenses under the DIP Financing Documents) shall be used in each case in accordance with the Budget and in a manner consistent with the terms and conditions of the DIP Credit Agreement, the Interim Order, and the Final Order, which will include payment in full of the Prepetition First Lien Revolving Facility Obligations under the Prepetition First Lien Revolving Credit Documents upon funding of the Final DIP Loan; provided, that no more than \$20,000 of the proceeds of the DIP Facility, DIP Collateral (as defined herein), or Cash Collateral, in the aggregate, may be used by any Committee appointed in these Chapter 11 Cases to investigate the Prepetition Liens and/or claims of the Prepetition Secured Lenders, provided further that the Debtors, DIP Lender, and any Committee appointed in these Chapter 11 Cases shall meet and confer in good faith to discuss an appropriate budget for the Committee.

H. **Application of Sale Proceeds of DIP Collateral.** The DIP Liens shall attach as first priority liens and security interests, pursuant to section 364(d) of the Bankruptcy Code, to all proceeds of any sale or other disposition of the DIP Collateral (as defined herein) (the “*Sale Proceeds*”). A portion of the Sale Proceeds in an amount equal to any Overadvance (as that term is defined in the DIP Credit Agreement) outstanding as of the date of such sale shall be paid to DIP Lender to be applied to and pay off any such Overadvance, and \$2,000,000 of the remaining Sales Proceeds shall be held in escrow by Debtors in one or more designated deposit accounts subject to control agreements in favor of DIP Lender and shall not be disbursed except as otherwise provided in the DIP Financing Documents unless and until all of the DIP Obligations have been satisfied in full and the DIP Lender’s commitments under the DIP Facility

and DIP Financing Documents have been terminated, with the then remaining Sales Proceeds remitted to ServisFirst in accordance with its Prepetition Senior Term Loan Liens and Adequate Protection Liens.

I. **Adequate Protection for Prepetition Secured Lenders.** The priming of the Prepetition Secured Lenders' Prepetition Liens to the extent set forth below pursuant to section 364(d) of the Bankruptcy Code is necessary to obtain the DIP Financing. In exchange for the priming of the Prepetition Liens set forth below, the Prepetition Secured Lenders shall be entitled to receive adequate protection, as set forth in this Final Order, pursuant to sections 361, 363 and 364 of the Bankruptcy Code, for any diminution in the value of their respective interests in the Prepetition Collateral resulting from, among other things, the subordination to the Carve-Out (as defined herein) and to the DIP Liens (as defined herein), the Debtors' use, sale or lease of such Prepetition Collateral, and the imposition of the automatic stay from and after the Petition Date (collectively, and solely to the extent of such diminution in value, the "***Diminution in Value***"). The Prepetition Secured Lenders have negotiated in good faith regarding the Debtors' use of the Prepetition Collateral, including Cash Collateral, to help fund the administration of the Debtors' estates along with the proceeds of the DIP Financing. Based on the DIP Motion and the record presented to the Court at the Final Hearing, the terms of the proposed adequate protection arrangements and the use of Cash Collateral are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the consent of the Prepetition Secured Lenders; *provided, however*, that nothing herein shall limit the rights of any of the Prepetition Secured Lenders to hereafter seek new or different adequate protection.

J. **Extension of Financing; Business Judgment and Good Faith Pursuant to Section 364(e).**

(i) The DIP Lender has indicated a willingness to provide financing to the Debtors in accordance with the DIP Financing Documents. The terms and conditions of the DIP Facility and the DIP Financing Documents, and the fees paid and to be paid thereunder are fair, reasonable, and the best available under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration;

(ii) The DIP Financing Documents were negotiated in good faith and at arms' length between the Debtors and the DIP Lender;

(iii) The proceeds to be extended under the DIP Facility will be so extended in good faith, and for valid business purposes and uses; and

(iv) The DIP Lender is acting in good faith with respect to the DIP Facility and the terms and conditions of the DIP Financing Documents, and the DIP Lender's claims, superpriority claims, security interests and liens and other protections granted pursuant to this Final Order and the DIP Financing Documents will not be affected or avoided by any subsequent reversal or modification of this Final Order, as provided in section 364(e) of the Bankruptcy Code.

K. **Relief Essential; Best Interest; Good Cause.** The relief requested in the DIP Motion (and as provided in this Final Order) is necessary, essential, and appropriate for the preservation of the Debtors' assets, business and property. It is in the best interest of the Debtors' estates to be allowed to establish the DIP Facility contemplated by the DIP Credit

Agreement and other DIP Financing Documents. Good cause has been shown for the relief requested in the DIP Motion (and as provided in this Final Order).

**NOW, THEREFORE**, on the DIP Motion and the record before this Court with respect to the DIP Motion, including the record created during the Final Hearing, and with the consent of the Debtors, the Prepetition Secured Lenders and the DIP Lender to the form and entry of this Final Order, and good and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. **Motion Granted**. The DIP Motion is granted in accordance with the terms and conditions set forth in this Final Order, the DIP Credit Agreement and the other DIP Financing Documents. Any objections to the DIP Motion with respect to entry of this Final Order to the extent not withdrawn, waived or otherwise resolved, and all reservations of rights included therein, are hereby denied and overruled.

2. **DIP Financing Documents**.

(a) **Approval of Entry Into DIP Financing Documents**. The Debtors are authorized, empowered and directed to execute and deliver the DIP Financing Documents and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Final Order and the DIP Financing Documents, and to execute and deliver all instruments and documents which may be required or necessary for the performance by the Debtors under the DIP Financing Documents and the creation and perfection of the DIP Liens described in and provided for by this Final Order and the DIP Financing Documents. The Debtors are hereby authorized and directed to do and perform all acts, pay the principal, interest, fees, expenses, indemnities and other amounts described in the DIP Credit Agreement as such become due, including, without limitation, commitment fees and reasonable attorneys' fees and disbursements

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as provided for in the DIP Credit Agreement, which amounts shall not otherwise be subject to approval of this Court.

(b) **Authorization to Borrow/and or Guarantee.** To enable them to continue to preserve the value of their estates and dispose of their assets in an orderly fashion, and subject to the terms and conditions of this Final Order, upon the execution of the DIP Credit Agreement, the Debtors are hereby authorized to borrow the Final DIP Loan up to a total committed amount of \$15,000,000.00 under the DIP Financing Documents.

(c) **Conditions Precedent.** The DIP Lender shall have no obligation to make the Final DIP Loan or any loan or advance under the DIP Credit Agreement during the Final Period unless the conditions precedent to making such loan under the DIP Credit Agreement have been satisfied in full or waived by the DIP Lender in its sole discretion.

(d) **DIP Collateral; DIP Liens.** Effective immediately upon the entry of this Final Order, on account of the Final DIP Loan, the DIP Lender shall be and is hereby granted first-priority security interests and liens (which shall immediately be valid, binding, permanent, continuing, enforceable, perfected and non-avoidable) on all of the Debtors' real and personal property, including, without limitation, the Prepetition Collateral, including Cash Collateral, the property defined in Schedule 9.1 to the DIP Credit Agreement, and the proceeds thereof, including, without limitation, the Sale Proceeds, accounts receivable, and all other rights to payment, whether arising before or after the Petition Date (collectively, the "***DIP Collateral***," and all such liens and security interests granted on or in the DIP Collateral pursuant to this Final Order and the DIP Financing Documents, the "***DIP Liens***"). The DIP Collateral shall not be

subject to any surcharge under section 506(c) or any other provision of the Bankruptcy Code or other applicable law, nor by order of this Court.

(e) **DIP Lien Priority**. Subject only to the Carve-Out (as defined herein), the DIP Liens shall, pursuant to section 364(c)(2) of the Bankruptcy Code, be perfected, first priority liens on all DIP Collateral that is unencumbered as of the Petition Date (other than the Debtors' claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code, and any other avoidance or similar actions under the Bankruptcy Code or similar state law (the "***Avoidance Actions***"), whether received by judgment, settlement or otherwise). Subject only to the Carve-Out (as defined herein), the DIP Liens shall, pursuant to section 364(d)(1) of the Bankruptcy Code, be perfected first priority senior priming liens on all DIP Collateral that is subject to the Prepetition Liens (collectively, the "***Primed Liens***"), which DIP Liens shall also prime any liens granted after the Petition Date to provide adequate protection in respect of the Primed Liens. Subject only to the Carve-Out (as defined herein), the DIP Liens shall, pursuant to section 364(d)(1) of the Bankruptcy Code, be perfected first priority senior liens on all DIP Collateral that is acquired after the Prepetition Date, which DIP Liens shall also prime any liens granted after the Petition Date to any other party, including any liens granted to provide adequate protection in respect of the Primed Liens. Notwithstanding the foregoing, with respect to DIP Collateral consisting of Term Loan Priority Collateral (as that term is defined in the Prepetition Intercreditor Agreement), the DIP Liens shall prime the Prepetition Liens and Replacement Liens (as defined herein) of ServisFirst with respect to such Term Loan Priority Collateral to secure the DIP Facility for an amount equal to any Overadvance outstanding at any time, plus \$2,000,000.00. Without limiting the foregoing, the DIP Liens shall

not be made subject to, subordinate to, or *pari passu* with any lien or security interest by any court order heretofore or hereafter granted in the Chapter 11 Cases. The DIP Liens shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, upon the conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (any “**Successor Cases**”), and/or upon the dismissal of any of the Chapter 11 Cases or Successor Cases.

(f) **Enforceable Obligations.** The DIP Financing Documents shall constitute and evidence the valid and binding obligations of the Debtors, which obligations shall be enforceable against the Debtors, their estates and any successors thereto and their creditors or representatives thereof, in accordance with their terms.

(g) **Protection of DIP Lender and Other Rights.** From and after the Petition Date, the Debtors shall use the proceeds of the extensions of credit under the DIP Facility only for the purposes specifically set forth in the DIP Credit Agreement and this Final Order and in strict compliance with the Budget (subject to any variances thereto permitted by the DIP Credit Agreement).

(h) **Additional Protections of DIP Lender: Superpriority Administrative Claim Status.** Subject to the Carve-Out (as defined herein), all DIP Obligations shall constitute an allowed superpriority administrative expense claim (the “**DIP Superpriority Claim**” and, together with the DIP Liens, the “**DIP Protections**”) with priority in all of the Chapter 11 Cases and Successor Cases over all other administrative expense claims under sections 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code and otherwise over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of

any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 1113 and 1114 and any other provision of the Bankruptcy Code except as otherwise set forth herein, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment. The DIP Superpriority Claim shall be payable from and have recourse to all prepetition and post-petition property of the Debtors and all proceeds thereof. Without limiting the foregoing, the Superpriority Claim shall not be made subject to, subordinate to, or *pari passu* with any other administrative claim in the Chapter 11 Cases or Successor Cases, except for the Carve-Out (as defined herein).

3. **Authorization to Use Cash Collateral and Proceeds of DIP Facility.** Pursuant to the terms and conditions of this Final Order, the DIP Credit Agreement and the other DIP Financing Documents, and in accordance with the Budget and the permitted variances thereto set forth in the DIP Credit Agreement, (a) the Debtors are authorized to use the advances under the DIP Credit Agreement during the period commencing immediately after the entry of this Final Order and terminating upon the occurrence of an Event of Default (as defined herein) and the termination of the DIP Credit Agreement in accordance with its terms and subject to the provisions hereof, and (b) the Debtors are authorized to use all Cash Collateral of the Prepetition Secured Lenders, *provided* that the Prepetition Secured Lenders are granted adequate protection as hereinafter set forth.

4. **Adequate Protection for Prepetition Secured Parties.** As adequate protection for the interests of the Prepetition Secured Lenders in the Prepetition Collateral (including Cash

Collateral) on account of the granting of the DIP Liens, subordination to the Carve-Out (as defined herein), the Debtors' use of Cash Collateral and any other Diminution in Value arising out of the automatic stay or the Debtors' use, sale, or disposition or other depreciation of the Prepetition Collateral, the Prepetition Secured Parties shall receive adequate protection as follows:

(a) **Adequate Protection Replacement Liens.** To the extent of the Diminution in Value of the interests of the Prepetition Secured Lenders in the Prepetition Collateral of the Debtors, the Prepetition Secured Lenders shall be and are hereby granted continuing valid, binding, enforceable, non-avoidable and automatically perfected post-petition security interests in and liens on the DIP Collateral (the "***Replacement Liens***").

(i) **Priority of the Replacement Liens:**

(A) The Replacement Liens shall be junior only to (i) the Carve-Out (as defined herein) and (ii) the DIP Liens. The Replacement Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral. The Prepetition Secured Lenders' respective rights with respect to the property secured by the Replacement Liens shall continue to be governed by the Prepetition Intercreditor Agreement and Prepetition Subordination Agreement, as applicable.

(B) Except as provided herein, the Replacement Liens shall not be made subject to or *pari passu* with any lien or security interest by any court order heretofore or hereafter entered in the

Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against any trustee appointed in any of the Chapter 11 Cases or any successor Cases, or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. The Replacement Liens shall not be subject to sections 506(c), 510, 549, or 550 of the Bankruptcy Code.

(ii) **Adequate Protection Superpriority Claims.** To the extent of the Diminution in Value of the interests of the Prepetition Secured Lenders in the Prepetition Collateral of the Debtors, the Prepetition Secured Lenders are hereby granted allowed superpriority administrative expense claims, to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, in each of the Chapter 11 Cases and any Successor Cases (the “*Adequate Protection Superpriority Claims*”).

(iii) **Adequate Protection Superpriority Claims:** The Adequate Protection Superpriority Claims shall be junior only to the Carve-Out (as defined herein) and the DIP Superpriority Claim. Except as otherwise provided in this Final Order, the Adequate Protection Superpriority Claims shall have priority over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 1113 and 1114 of the Bankruptcy Code. The Prepetition Secured Lenders’ respective rights with respect to the payment of any Adequate Protection Superpriority Claims shall continue to

be governed by the Prepetition Intercreditor Agreement and Prepetition Subordination Agreement, as applicable, and all payments on account of Adequate Protection Superpriority Claims shall constitute, as applicable, permitted Distributions (as defined in the Prepetition Intercreditor Agreement) and Permitted Subordinated Loan Payments (as defined in the Subordination Agreement).

(b) **Right to Credit Bid.** The DIP Lender and the Prepetition First Lien Revolving Lender shall each have the right, but not the obligation, to “*credit bid*” separately or in combination the allowed amounts of the Prepetition First Lien Revolving Facility Obligations and the DIP Obligations during any sale of the DIP Collateral, including without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any reorganization plan subject to confirmation under section 1129(b)(2)(A)(iii) of the Bankruptcy Code.

(c) **Adequate Protection Payments and Protections.** To the extent any Prepetition First Lien Revolving Facility Obligations remain outstanding, the Debtors are authorized and directed to provide adequate protection payments to the Prepetition First Lien Revolving Lender in the form of ongoing (i) [weekly] payment of the reasonable and documented professional fees and expenses of the Prepetition First Lien Revolving Lender, whether such fees and expenses are incurred prepetition or post-petition, with all professional fees and expenses accrued as of the Petition Date being paid within 7 days after the Petition Date and then weekly thereafter, and (ii) weekly payments of interest under the Prepetition First Lien Revolving Facility in accordance with the Budget. To the extent any Prepetition Senior Term Loan Facility Obligations remain outstanding, the Debtors are authorized and directed to provide

adequate protection payments to ServisFirst in the form of ongoing monthly interest payments under the Prepetition Senior Term Loan Agreement as set forth in the Budget (collectively, the “*Prepetition Senior Term Loan Adequate Protection Payments*”). Notwithstanding the foregoing, to the extent the Court determines, pursuant to sections 506(a) or (b) of the Bankruptcy Code that the Prepetition Senior Term Loan Adequate Protection Payments are not properly allocable to interest on the Prepetition Senior Term Loan Obligations, Prepetition Senior Term Loan Adequate Protection Payments may be re-characterized as payment(s) applied to the principal amount of the Prepetition Senior Term Loan Obligations.

5. **Postpetition Lien Perfection.** This Final Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the DIP Liens and the Replacement Liens without the necessity of filing or recording any financing statement, deeds of trust, mortgages, or other instruments or documents which may otherwise be required under the law of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement or obtaining possession of any possessory collateral) to validate or perfect the DIP Liens and the Replacement Liens or to entitle the DIP Liens and the Replacement Liens to the priorities granted herein. Notwithstanding and without limiting the foregoing, the DIP Lender, in its capacity as DIP Lender and Prepetition First Lien Revolving Lender, ServisFirst and CHS may each file such financing statements, mortgages, notices of liens and other similar documents as they deem appropriate, and they are hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, notices and other documents shall be deemed to have been filed or recorded at the time and on the date of the commencement of the Chapter 11 Cases.

Notwithstanding and without limiting the foregoing provisions regarding the validity, perfection, and priority of the DIP Liens and the Replacement Liens The Debtors shall execute and deliver to the DIP Lender and the Prepetition First Lien Revolving Lender all such financing statements, mortgages, notices and other documents as the DIP Lender and the Prepetition First Lien Revolving Lender may reasonably request to evidence, confirm, validate or perfect, or to insure the contemplated priority of, the DIP Liens and the Replacement Liens granted pursuant hereto. The DIP Lender, in their discretion, may file a photocopy of this Final Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which any Debtor has real or personal property, and in such event, the recording officer shall be authorized to file or record such copy of this Final Order.

6. **Reservation of Certain Third Party Rights and Bar of Challenges and Claims**. Nothing in this Final Order or the DIP Credit Agreement shall prejudice the rights the Official Committee of Unsecured Creditors Committee (the “*Committee*”), if formed, or any other party in interest to the extent it has requisite standing (other than the Debtors and their non-Debtor subsidiaries) (“*Party in Interest*”) may have to object to or challenge the findings herein and the Debtors’ stipulations regarding (i) the validity, extent, perfection or priority of the Prepetition Liens in and on the Prepetition Collateral, or (ii) the validity, allowability, priority, status or amount of the Prepetition Secured Obligations (a “*Challenge*”); *provided, however*, if a Committee is formed, an adversary proceeding must be commenced by the Committee asserting the Challenge, including without limitation, asserting any claim against the Prepetition Secured Lenders in the nature of a setoff, counterclaim or defense to the Prepetition Secured Obligations

(including but not limited to, those under sections 506, 544, 547, 548, 549 and 550 of the Bankruptcy Code or by way of suit against any of the Prepetition Secured Lenders) (also, a “**Challenge**”) by the earlier of (a) sixty (60) days from the date of the entry of order appointing counsel to the Committee, and (b) November 5, 2018. If no Committee is formed, any Party in Interest must commence an adversary proceeding asserting a Challenge by the earlier of sixty (60) days from the date the U.S. Trustee provides notice that no Committee will be formed, and (c) November 5, 2018 (the “**Challenge Period**”). Debtors must provide notice to all parties on the Debtors’ mailing matrix that no Committee will be formed within five (5) days of Debtors’ receipt of the U.S. Trustee’s announcement of same. The date that is the next calendar day after the termination of the Challenge Period, in the event that no objection or challenge is raised during the Challenge Period, shall be referred to as the “**Challenge Period Termination Date**”. Upon the Challenge Period Termination Date, any and all challenges, claims, causes of action and objections by any party (including, without limitation, the U.S. Trustee, any Committee, any Chapter 11 or Chapter 7 trustee appointed herein or in any Successor Case, and any other Party in Interest) shall be deemed to be forever waived and barred, and the Prepetition Secured Obligations shall be deemed to be allowed in full and shall be deemed to be allowed as secured claims within the meaning of section 506 of the Bankruptcy Code for all purposes in connection with the Chapter 11 Cases or any Successor Case, and the Debtors’ Stipulations shall be binding on all creditors, interest holders and parties in interest. Notwithstanding anything herein to the contrary, if a Committee has been appointed, only the Committee shall be entitled to bring a Challenge on behalf of the Debtors’ estates against any of the Prepetition Secured Lenders.

7. **Fees and Expenses.** To the extent any Challenge is filed, the Prepetition Secured Lenders will be entitled to include such costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred in defending the objection or complaint as part of their prepetition claims to the extent allowable under Section 506(b) of the Bankruptcy Code.

8. **Carve-Out.** The DIP Liens, DIP Superpriority Claims, Replacement Liens, and the Adequate Protection Superpriority Claims are subordinate only to the following: (i) quarterly fees required to be paid pursuant to 28 U.S.C. § 1930(a)(6) (the "*U.S. Trustee Fees*"), together with interest payable thereon pursuant to applicable law and any fees payable to the Clerk of the Bankruptcy Court; (ii) until the issuance of a notice from the DIP Lender that an Event of Default has occurred (the "*Carve-Out Notice*") (which the DIP Lender may issue upon an Event of Default), the allowed, accrued, and unpaid reasonable fees and expenses of professionals employed by the Debtors and any Committee pursuant to Sections 327 and 1103 of the Bankruptcy Code (the "*Case Professionals*") in the amounts set forth in the Budget ((i)-(ii), the "*Initial Carve-Out*"); and (iii) following delivery of a Carve-Out Notice, an aggregate amount not to exceed \$105,000 (the "*Residual Carve-Out*," and together with the Initial Carve-Out, the "*Carve-Out*"), provided that (a) any payments made to Case Professionals for services rendered prior to the delivery of the Carve-Out Notice and in accordance with the Budget and (b) any fees and expenses of Case Professionals accrued prior to the delivery of the Carve-Out Notice in the amounts set forth in the Budget and subsequently allowed, shall not reduce the Residual Carve-Out. The Debtors are authorized, in connection with the sale of all or substantially all of the assets of any Debtor pursuant to the Stalking Horse Agreement (as defined herein) or such other asset sale agreement in form and substance acceptable to DIP Lender and Debtors and Sale

Order (as defined herein), to establish an escrow into which will be deposited sufficient funds from the Carve-Out to pay the Debtors' unpaid and/or not-yet-allowed professional fees incurred in these cases through the date of the sale, to the extent such payments are consistent with the Budget. Payment from the escrow shall be made upon final Court approval of the Debtors' professional fees and any hold back of professional fees instituted in these cases. The DIP Liens shall attach to the escrow subject only to the Case Professionals' rights to payment therefrom as set forth above.

9. Notwithstanding anything set forth herein and except as provided in the following paragraph, the Carve-Out shall exclude any fees and expenses incurred in connection with initiating or prosecuting any claims, causes of action, adversary proceedings, or other litigation against any of the DIP Lender or the Prepetition Secured Lenders, including, without limitation, the assertion or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defenses or other contested matter, the purpose of which is to seek any order, judgment, determination or similar relief (i) invalidating, setting aside, disallowing, avoiding, challenging or subordinating, in whole or in part, (a) the DIP Obligations, (b) the Prepetition Secured Obligations, (c) the Prepetition Liens, or (d) the DIP Liens, or (ii) preventing, hindering or delaying, whether directly or indirectly, the DIP Lender's or Prepetition Secured Lenders' assertion or enforcement of their liens or security interests or realization upon any DIP Collateral or Prepetition Collateral, or (iii) prosecuting any Avoidance Actions against any DIP Lender or any Prepetition Secured Lender, or (iv) challenging the amount, validity, extent, perfection, priority, or enforceability of, or asserting any defense, counterclaim, or offset to, the Prepetition Secured Obligations, or the adequate protection granted herein.

10. Notwithstanding the preceding paragraph, the Committee, if appointed, shall be authorized to use up to \$20,000.00 in the aggregate of the Initial Carve-Out to investigate the liens, claims and interests of the Prepetition Secured Lenders. Nothing herein shall be construed to obligate the Prepetition Secured Lenders or the DIP Lender, in any way, to pay any professional fees, or to assure that a Debtor has sufficient funds on hand to pay any professional fees.

11. **Payment of Compensation.** Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of any of the Debtors or the Committee or shall affect the right of the DIP Lender or the Prepetition Secured Lenders to object to the allowance and payment of such fees and expenses or to permit the Debtors to pay any such amounts not set forth in the Budget.

12. **Section 506(c) Claims.** Nothing contained in this Final Order shall be deemed a consent by the Prepetition Secured Lenders or the DIP Lenders to any charge, lien, assessment or claim against the DIP Collateral or the Prepetition Collateral under Section 506(c) of the Bankruptcy Code or otherwise.

13. **Collateral Rights.** Unless the DIP Lender has provided its prior written consent or all DIP Obligations and all Prepetition First Lien Revolving Facility Obligations have been paid in full in cash (or will be paid in full in cash upon entry of an order approving indebtedness described in subparagraph (a) below), and all commitments by Prepetition First Lien Revolving Lender and DIP Lender to lend have terminated:

(a) The Debtors shall not seek entry, in these proceedings, or in any Successor Case, of any order which authorizes the obtaining of credit or the incurring of indebtedness that

is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral or the Prepetition First Lien Revolving Facility Collateral and/or entitled to priority administrative status which is senior or *pari passu* to the liens granted to the DIP Lender pursuant to this Final Order, or is senior or *pari passu* to the Replacement Liens granted to the Prepetition Secured Lenders pursuant to this Final Order or otherwise;

(b) The Debtors shall not consent to relief from the automatic stay by any person other than the DIP Lender with respect to all or any portion of the DIP Collateral without the express written consent of the DIP Lender; and

(c) In the event that the Debtors seek entry of an order in violation of subsection (a) hereof, the DIP Lender and the Prepetition First Lien Revolving Lender shall be granted relief from the automatic stay with respect to the DIP Collateral and the Prepetition First Lien Revolving Facility Collateral pursuant to the notice procedures set forth in Section 23(b) of this Order.

14. **Commitment Termination Date.** All DIP Obligations of the Debtors to the DIP Lender shall be immediately due and payable, and the Debtors' authority to use the proceeds of the DIP Facility and to use Cash Collateral shall cease, both on the date that is the earliest to occur of: (i) the date that is two hundred seventy (270) days after the Closing Date (as defined herein) (unless extended by one optional 30-day extension at the request of the Debtors, and in the sole discretion of the DIP Lender, pursuant to the DIP Credit Agreement), (ii) the date on which the maturity of the DIP Obligations is accelerated and the commitments under the DIP Facility are irrevocably terminated in accordance with the DIP Credit Agreement, (iii) the date

that is forty (40) days after the Petition Date if the Debtors have not obtained entry of a Final Order on or before such date (the “***Commitment Termination Date***”).

15. **Disposition of Collateral**. The Debtors shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral, without the prior written consent of the DIP Lender (and no such consent shall be implied, from any other action, inaction or acquiescence by the DIP Lender or an order of this Court), except as provided in the DIP Credit Agreement and this Final Order and approved by the Bankruptcy Court to the extent required under applicable bankruptcy law. Nothing herein shall prevent the Debtors from making sales in the ordinary course of business to the extent consistent with the Budget.

16. **Events of Default**. The occurrence of an “Event of Default” pursuant to Section 10.1 the DIP Credit Agreement shall constitute an event of default under this Final Order, unless expressly waived in writing in accordance with the consents required in the DIP Financing Documents (collectively, the “***Events of Default***”). Further, as set forth and/or enumerated in Section 10.1 the DIP Credit Agreement, the following events, among other things (the “***Bankruptcy Milestones***”), shall each constitute an Event of Default thereunder and under this Final Order and shall be enforceable against the Debtors by the DIP Lender and/or the Prepetition First Lien Revolving Lender:

(a) Failure to provide DIP Lender with an executed copy of an asset sale agreement for the purchase of all or substantially all of the assets of ARMC (the “***Amory Assets***”) (as described in the DIP Credit Agreement, the “***Stalking Horse Agreement***”), in form and substance acceptable to the DIP Lender and the Debtors, in each case in their respective sole

discretion, by and among one or more of the Debtors and a qualified purchaser (the “*Stalking Horse*”), within seven (7) days of the Petition Date;

(b) Failure of the Debtors to file and properly serve a motion (the “*Amory Sale Motion*”) within ten (10) days of the Petition Date, in form and substance acceptable to the DIP Lender and Debtors, in each case in their respective sole discretion, seeking Court approval of: (A) the sale of the Amory Assets pursuant to the Stalking Horse Agreement, subject to higher or otherwise better offers under the Bidding Procedures (as defined herein); (B) bidding procedures in connection with the sale of the Amory Assets (the “*Bidding Procedures*”) in form and substance acceptable to the DIP Lender and the Debtors, in each case in their respective sole discretion; and (C) the scheduling of an auction for the sale of the Amory Assets in accordance with the Bidding Procedures and a sale hearing with respect thereto (the “*Auction*” and “*Sale Hearing*”, respectively), which Amory Sale Motion shall include copies of the Stalking Horse Agreement, the Bidding Procedures and the Bidding Procedures Order (as defined herein), and (ii) by no later than the date proscribed in the Bidding Procedures Order (as defined herein) properly serve each counterparty to a Designated Seller Contract (as defined in the Stalking Horse Agreement) a notice, in form and substance reasonably acceptable to the Stalking Horse, setting forth the amount necessary to satisfy any cure costs. The Amory Sale Motion shall be served on all parties that are required to receive notice in the Chapter 11 Cases;

(c) Failure of the Debtors to have the Court enter an order within thirty-five (35) days of the Petition Date in form and substance acceptable to the Prepetition First Lien Revolving Lender, the DIP Lender and the Debtors, in each case in their respective sole

discretion, (i) approving the Stalking Horse Agreement and the Bidding Procedures; and (ii) scheduling the Auction and Sale Hearing (together, the “**Bidding Procedures Order**”);

(d) Failure of the Debtors to conduct the Auction for the Amory Assets within ninety (90) days of the Petition Date;

(e) Failure of the Debtors to have the Court enter an order not later than one hundred (100) days after the Petition Date in form and substance acceptable to the DIP Lender and the Debtors, in each case in their respective sole discretion (the “**Amory Sale Order**”) (i) approving the sale of the Amory Assets to the Stalking Horse pursuant to the Stalking Horse Agreement or to the party otherwise submitting the highest or otherwise best bid(s) for the Amory Assets at the Auction free and clear of all liens, claims and encumbrances; (ii) approving the assumption and assignment of certain contracts designated by the Stalking Horse or such higher bidder (the “**Assigned Contracts**”), without adequate assurance of future performance liability pursuant to section 365(f)(2) of the Bankruptcy Code; (iii) transferring and assigning the Assigned Contracts such that the Assigned Contracts will be in full force and effect from and after the closing of the Sale with non-debtor parties having an interest in such Assigned Contracts being barred and enjoined from asserting against the Stalking Horse or such higher bidder, among other things, defaults, breaches or claims of pecuniary losses existing as of the closing or by reason of the closing; (iv) finding that the Stalking Horse or such higher bidder is a good-faith purchasers entitled to the protections of section 363(m) of the Bankruptcy Code; (v) confirming that the Stalking Horse or such higher bidder is acquiring the Amory Assets free and clear of the “Excluded Assets” and “Excluded Liabilities” as defined and described in the Stalking Horse Agreement; (vi) confirming that to the extent the Stalking Horse is owed funds

from the Debtors pursuant to the Stalking Horse Agreement, any liability of a Debtor to the Stalking Horse under the Stalking Horse Agreement shall, pursuant to section 364(c)(1) of the Bankruptcy Code, constitute a super-priority administrative expense in the Debtors' Chapter 11 Cases with priority over all administrative expenses of the kind specified in section 503(b) or 507(a) of the Bankruptcy Code; (vii) providing that the provisions of Bankruptcy Rules 6004(g) and 6006(d) are waived and there will be no stay of execution of the Sale Order under Rule 62(a) of the Federal Rules of Civil Procedure; (viii) retaining jurisdiction of the Court to interpret and enforce the terms and provisions of the Stalking Horse Agreement; and (ix) authorizing and approving the results of the Auction;

(f) Failure of the Debtors to complete the sale of the Amory Assets and the assumption of the "Assumed Liabilities" as defined and described in the Stalking Horse Agreement on the terms described therein on or before the date that is one hundred and twenty (120) days following the Petition Date (the "**Closing Date**");

(g) Failure of the Debtors to provide DIP Lender with an executed copy of one or more Asset Purchase Agreements entered into for the sale of all or substantially all of the assets of BRMC and CRMC, in each case in form and substance satisfactory to DIP Lender, and the entry of an Asset Sale Bid Procedures Order approving the procedures for such sales, in each case satisfactory to DIP Lender and the Debtors, in each case in their respective sole discretion, on or before the date that is one hundred and eighty (180) days following the Petition Date;

(h) Failure of Debtors to file in the Bankruptcy Cases (i) a Plan of Reorganization or a Plan of Liquidation ("**Plan**") and accompanying disclosure statement with respect to such Plan, or (ii) a motion seeking dismissal of the Chapter 11 cases on terms

acceptable to the DIP Lenders (“**Structured Dismissal Motion**”), on or before the date that is one hundred and twenty (120) days following the Petition Date that provides for payment of the DIP Obligations in full, in cash, on the effective date of the Plan and obtain entry of an order of the Court confirming the Plan or approving the Structured Dismissal Motion on or before the date that is one hundred and eighty (180) days following the Petition Date; and

(i) Failure of the Debtors to obtain (i) entry of the Interim Order by the Bankruptcy Court in form and substance acceptable to the DIP Lender and the Debtors, in each case in their respective sole discretion, within two (2) business days of the Petition Date, and (ii) entry of the Final Order within forty (40) days of the Petition Date.

17. **Rights and Remedies Upon Event of Default.**

(a) Any otherwise applicable automatic stay is hereby modified so that after the occurrence of any Event of Default and at any time thereafter during the continuance of such Event of Default, upon two (2) business day’s prior written notice of such occurrence (the “**Remedies Notice Period**”), in each case given to each of the Debtors, counsel for the Committee, if any, counsel for ServisFirst and CHS, and the U.S. Trustee, the DIP Lender shall be entitled to exercise its rights and remedies with respect to the Debtors and the DIP Collateral in accordance with the DIP Financing Documents.

(b) Notwithstanding the preceding paragraph, immediately following the giving of notice by the DIP Lender of the occurrence of an Event of Default: (i) the Debtors shall continue to deliver and cause the delivery of the proceeds of DIP Collateral to the DIP Lender as provided in the DIP Credit Agreement and this Final Order; (ii) the DIP Lender shall continue to apply such proceeds in accordance with the provisions of this Final Order and of the DIP Credit

Agreement; (iii) the Debtors shall have no right to use any of such proceeds, nor any other Cash Collateral other than towards the satisfaction of the DIP Obligations and the Carve-Out, as provided in the DIP Financing Documents; and (iv) any obligation otherwise imposed on the DIP Lender to provide any loan or advance to the Debtors pursuant to the DIP Financing Documents shall immediately be suspended. Following the giving of notice by the DIP Lender of the occurrence of an Event of Default, the Debtors shall be entitled to an emergency hearing before this Court for the sole purpose of contesting whether an Event of Default has occurred and/or is continuing. If the Debtors do not, within the Remedies Notice Period, contest the right of the DIP Lender to exercise its remedies based upon whether an Event of Default has occurred, the automatic stay, as to the DIP Lender, shall automatically terminate at the end of the Remedies Notice Period.

(c) Nothing included herein shall prejudice, impair, or otherwise affect the DIP Lender's rights to seek any other or supplemental relief in respect of the DIP Lender's rights, as provided in the DIP Credit Agreement.

18. **Limitation on Lender Liability.** Nothing in this Final Order or any of the DIP Financing Documents shall in any way be construed or interpreted to impose or allow the imposition of any liability on the DIP Lender or the Prepetition First Lien Revolving Lender for any claims arising from any prepetition or post-petition activities of the Debtors in the operation of their businesses or the administration of these Chapter 11 Cases. Neither DIP Lender nor Prepetition First Lien Revolving Lender shall be deemed to be in control of Debtors' operations or acting as a "responsible person," "owner," or "operator" of Debtors, as such terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42

U.S.C. §§ 9601, *et seq.*, as amended or modified, solely because they extended loans to the Debtors.

19. **Proofs of Claim.** The Prepetition Secured Lenders and the DIP Lender will not be required to file proofs of claim in the Chapter 11 Cases. Any proof of claim so filed shall be deemed to be in addition and not in lieu of any other proof of claim that may be filed by any of the Prepetition Secured Lenders.

20. **Other Rights and Obligations.**

(a) Good Faith Under Section 364(e) of the Bankruptcy Code. No Modification or Stay of this Final Order. The DIP Lender has acted in good faith in connection with negotiating the DIP Financing Documents, extending credit under the DIP Facility and allowing the use of Cash Collateral, and its reliance on this Final Order is in good faith. Based on the findings set forth in this Final Order and the record made during the Final Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Final Order are hereafter reversed, modified amended or vacated by a subsequent order of this or any other Court, the DIP Lender is entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such reversal, modification, amendment or vacatur shall not affect the validity and enforceability of any advances made pursuant to this Final Order or the DIP Financing Documents, nor shall it affect the validity, priority, enforceability, or perfection of the DIP Liens. Any claims and DIP Protections granted to the DIP Lender hereunder arising prior to the effective date of such reversal, modification, amendment or vacatur shall be governed in all respects by the original provisions of this Final Order, and the DIP Lender shall be entitled to all of the rights, remedies, privileges and benefits, including the DIP Protections granted herein,

with respect to any such claim. Since the loans made pursuant to the DIP Credit Agreement are made in reliance on this Final Order, the obligations owed to the DIP Lender prior to the effective date of any reversal or modification of this Final Order cannot, as a result of any subsequent order in the Chapter 11 Cases or in any Successor Cases, be subordinated, lose their lien priority or superpriority administrative expense claim status, or be deprived of the benefit of the status of the liens and claims granted to the DIP Lender under this Final Order and/or the DIP Financing Documents.

(b) Binding Effect. The provisions of this Final Order shall be binding upon and inure to the benefit of the DIP Lender, the Prepetition Secured Lenders, the Debtors, the Committee, if appointed, all Parties in Interest, and all creditors, and each of their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in the Chapter 11 Cases, in any Successor Cases, or upon dismissal of any such chapter 11 or chapter 7 case.

(c) No Waiver. The failure of the DIP Lender to seek relief or otherwise exercise its rights and remedies under the DIP Financing Documents, the DIP Facility, this Final Order or otherwise, as applicable, shall not constitute a waiver of any of the Prepetition First Lien Revolving Lender's or the DIP Lender's rights hereunder, thereunder, or otherwise. Notwithstanding anything herein, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair the Prepetition First Lien Revolving Lender or the DIP Lender under the Bankruptcy Code or under non-bankruptcy law, including without limitation, the rights of the Prepetition First Lien Revolving Lender and the

DIP Lender to (i) request conversion of the Chapter 11 Cases to cases under Chapter 7, dismissal of the Chapter 11 Cases, or the appointment of a trustee in the Chapter 11 Cases, (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a plan of reorganization, (iii) exercise any of the rights, claims or privileges (whether legal, equitable or otherwise) the DIP Lender or the Prepetition First Lien Revolving Lender may have pursuant to this Final Order, the DIP Financing Documents, the Prepetition First Lien Revolving Credit Documents, or applicable law, or (iv) enforce the Prepetition Intercreditor Agreement and Subordination Agreement. Nothing in this Final Order shall interfere with the rights of any party with respect to any non-Debtors.

(d) No Third Party Rights. Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

(e) No Marshaling. Neither the DIP Lender nor the Prepetition First Lien Revolving Lender shall be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral or Prepetition Collateral, as applicable.

(f) Amendment. The Debtors and the DIP Lender may amend or waive any provision of the DIP Financing Documents, provided that, to the extent such amendment or waiver impairs the Debtors or DIP Collateral of the Debtors, such amendment must be on notice to the Office of the U.S. Trustee and any Committee (if appointed), and further provided that such amendment or waiver, in the reasonable judgment of the Debtors and the DIP Lender, is both non-prejudicial to the rights of third parties or is not material. Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions of the DIP Financing

Documents shall be effective unless set forth in writing, signed on behalf of all the Debtors and the DIP Lender, and, if material, approved by the Bankruptcy Court. Nothing herein shall preclude the Debtors and the DIP Lender from implementing any amendment or waiver or any provision of the DIP Financing Documents that pertains solely to Curae.

21. **Survival of Final Order and Other Matters.** The provisions of this Final Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any Plan in the Chapter 11 Cases, (ii) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or any Successor Cases, (iii) to the extent authorized by applicable law, dismissing any of the Chapter 11 Cases, (iv) withdrawing of the reference of any of the Chapter 11 Cases from this Court, or (v) providing for abstention from handling or retaining of jurisdiction of any of the Chapter 11 Cases in this Court. The terms and provisions of this Final Order including the DIP Protections granted pursuant to this Final Order and the DIP Financing Documents and any protections granted to the Prepetition Secured Lenders, shall continue in full force and effect notwithstanding the entry of such order, and such DIP Protections and protections for the Prepetition Secured Lenders shall maintain their priority as provided by this Final Order until all the obligations of the Debtors to the DIP Lender pursuant to the DIP Financing Documents and to the Prepetition First Lien Revolving Lender have been indefeasibly paid in full and in cash and discharged (such payment being without prejudice to any terms or provisions contained in the DIP Financing Documents which survive such discharge by their terms). The DIP Obligations shall not be discharged by the entry of an order confirming a plan of reorganization, the Debtors having waived such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code.

(a) Inconsistency. In the event of any inconsistency between the terms and conditions of the DIP Financing Documents, the Stalking Horse Agreement and this Final Order, the provisions of this Final Order shall govern and control.

(b) Enforceability. This Final Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry of this Final Order. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, 9024, or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order. The rights of all Parties in Interest to object to the terms of the Final Order, the DIP Credit Agreement and any other DIP Financing Documents at the Final Hearing are expressly reserved.

(c) Objections Overruled. All objections to the DIP Motion to the extent not withdrawn or resolved, are hereby overruled on an Final basis.

(d) No Waivers or Modification of Final Order. The Debtors irrevocably waive any right to seek any modification or extension of this Final Order without the prior written consent of the DIP Lender and no such consent shall be implied by any other action, inaction or acquiescence of the DIP Lender.

22. No Effect on Non-Debtor Collateral. Notwithstanding anything set forth herein, neither the liens nor claims granted in respect of the Carve-Out shall be senior to any liens or claims of the DIP Lender with respect to any non-Debtor or any of their assets.

23. **Notice.** On or before October 5, 2018, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Final Order on: (a) the U.S. Trustee; (b) counsel to ServisFirst (c) counsel to CHS; (d) counsel to the Prepetition First Lien Revolving Lender and DIP Lender; (e) the Office of the United States Attorney for the Middle District of Tennessee; (f) the United States Department of Health and Human Services; (g) the Tennessee State Department of Health; (h) the Attorney General of the State of Tennessee; (i) the Tennessee Department of Revenue; (j) the Internal Revenue Service; (k) the parties included on the list of the Debtors list of twenty largest unsecured creditors; (l) any party who has requested notice pursuant to Bankruptcy Rule 2002; (m) all parties entitled to notice under Bankruptcy Rule 2002(j); and (n) all other known parties asserting a lien on the Debtors' assets. The Final Hearing Notice shall state that any party objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Bankruptcy Court no later than September 25, 2018 at 4:00 p.m. Central time which objections shall be served so that the same are received on or before such date by: (a) bankruptcy counsel for the Debtors, Polsinelli PC, 1201 West Peachtree Street, Suite 1100, Atlanta, GA 30306, Attn: David E. Gordon, Esq.; (b) counsel for the DIP Lender, Waller Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219, Attn: David E. Lemke, Esq.; (c) counsel to the Committee, if any; and (d) the Office of the United States Trustee for the Middle District of Tennessee, 318 Customs house, 701 Broadway, Nashville, TN 37203, Attn: Megan Seliber, and shall be filed with the Clerk of the United States Bankruptcy Court for the Middle District of Tennessee.

**THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY  
AS INDICATED AT THE TOP OF THE FIRST PAGE.**

APPROVED FOR ENTRY:

**POLSINELLI PC**

/s/ Michael Malone  
Michael Malone  
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Nashville, TN 37219  
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-and-

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Caryn E. Wang (*Pro Hac Vice* Pending)  
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[dgordon@polsinelli.com](mailto:dgordon@polsinelli.com)  
[cewang@polsinelli.com](mailto:cewang@polsinelli.com)

*Proposed Attorneys for the Debtors and  
Debtors in Possession*

## **EXHIBIT A**

# Curae Health, Inc.

Total number of parties: 126

## Exhibit A - Curae Health, Inc.

Svc Lst	Name and Address of Served Party	Mode of Service
67972	POLSINELLI, DAVID E. GORDON/CARYN WANG, (RE: DEBTORS), DGORDON@POLSINELLI.COM	E-mail
67972	POLSINELLI, DAVID E. GORDON/CARYN WANG, (RE: DEBTORS), CEWANG@POLSINELLI.COM	E-mail
67973	POLSINELLI, DAVID E. GORDON/CARYN WANG, (RE: DEBTORS), 1201 WEST PEACHTREE STREET, SUITE 1100, ATLANTA, GA, 30309	US Mail (1st Class)
67973	3M HEALTH INFORMATION SYSTEMS, BRIAN MURDOCK, 575 WEST MURRAY BOULEVARD, MURRAY, UT, 84123-4611	US Mail (1st Class)
67973	AMORY REGIONAL MEDICAL CENTER, INC., 1721 MIDPARK ROAD, STE B200, KNOXVILLE, TN, 37921	US Mail (1st Class)
67973	ANESTHESIA ASSOC OF MS PLLC, CAMILLE MITCHELL, 2704 W OXFORD LOOP #117, OXFORD, MS, 38655	US Mail (1st Class)
67972	BALCH & BINGHAM LLP, JEREMY L. RETHERFORD, (RE: MID SOUTH REHAB SERVICES, INC.), JRETFORD@BALCH.COM	E-mail
67972	BALCH & BINGHAM LLP, JEREMY L. RETHERFORD, (RE: BRENTWOOD ACQUISITION INC, DBA BBHM), JRETFORD@BALCH.COM	E-mail
67973	BALCH & BINGHAM LLP, JEREMY L. RETHERFORD, (RE: MID SOUTH REHAB SERVICES, INC.), 1901 SIXTH AVENUE NORTH, SUITE 1500, BIRMINGHAM, AL, 35203	US Mail (1st Class)
67973	BALCH & BINGHAM LLP, JEREMY L. RETHERFORD, (RE: BRENTWOOD ACQUISITION INC, DBA BBHM), 1901 SIXTH AVENUE NORTH, SUITE 1500, BIRMINGHAM, AL, 35203	US Mail (1st Class)
67972	BASS, BERRY & SIMS PLC, PAUL G JENNINGS, (RE: CHS/COMMUNITY HEALTH SYSTEMS), PJENNINGS@BASSBERRY.COM	E-mail
67973	BASS, BERRY & SIMS PLC, PAUL G JENNINGS, (RE: CHS/COMMUNITY HEALTH SYSTEMS), 150 THIRD AVENUE SOUTH SUITE 2800, NASHVILLE, TN, 37201	US Mail (1st Class)
67973	BATESVILLE REGIONAL MEDCAL CNTR INC, 1721 MIDPARK ROAD, STE B200, KNOXVILLE, TN, 37921	US Mail (1st Class)
67972	BRENTWOOD BEHAVIORAL HEALTHCARE, ALISON BUCKLEY, ALISON.BUCKLEY@UHSINC.COM	E-mail
67973	BRENTWOOD BEHAVIORAL HEALTHCARE, ALISON BUCKLEY, 3531 E. LAKE LAND DR., FLOWOOD, MS, 39232	US Mail (1st Class)
67973	CARDINAL HEALTH INCORPORATED, MAE ZACARIAS, 7000 CARDINAL PLACE, DUBLIN, OH, 43017	US Mail (1st Class)
67973	CDW COMPUTER CENTERS INC, MATT MAJOR, 75 REMITTANCE DRIVE, SUITE 1515, CHICAGO, IL, 60675	US Mail (1st Class)
67972	CENTER FOR MEDICARE & MEDICAID SVCS, SHARON GRAHAM DEP. REGIONAL ADMIN., ROPHORA@CMS.HHS.GOV	E-mail
67973	CENTER FOR MEDICARE & MEDICAID SVCS, SHARON GRAHAM DEP. REGIONAL ADMIN., OFFICE OF REGIONAL ADMINISTRATOR, 801 MARKET STREET, STE 9400, PHILADELPHIA, PA, 19107	US Mail (1st Class)
67973	CENTER FOR MEDICARE & MEDICAID SVCS, OFFICE OF REGIONAL ADMINISTRATOR, ATLANTA FEDERAL CENTER, 61 FORSYTH ST SW STE 4T20, ATLANTA, GA, 30303	US Mail (1st Class)
67973	CHS DBA/SHARED SERVICES CENTE, SHAUN BEGGS, R-FT SMITH, 4600 TOWSON AVE, SUITE 136, FORT SMITH, AR, 72901	US Mail (1st Class)
67973	CHS/COMMUNITY HEALTH SYSTEMS, INC., C/O CHSPSC, LLC, 4000 MERIDIAN BOULEVARD, FRANKLIN, TN, 37067	US Mail (1st Class)
67973	CHS/COMMUNITY HEALTH SYSTEMS, INC., ATTN: SENIOR VP – DEVELOPMENT, 4000 MERIDIAN BOULEVARD, FRANKLIN, TN, 37067	US Mail (1st Class)
67972	CHSPSC, LLC, CORTNEY EDMONDSON, CORTNEY_EDMONDSON@CHS.NET	E-mail
67973	CHSPSC, LLC, CORTNEY EDMONDSON, 4000 MERIDIAN BOULEVARD, FRANKLIN, TN, 37067	US Mail (1st Class)
67973	CLARKSDALE REGIONAL MEDCAL CNTR INC, 1721 MIDPARK ROAD, STE B200, KNOXVILLE, TN, 37921	US Mail (1st Class)
67972	COAHOMA COUNTY TAX COLLECTOR, TAXASSESSOR@COAHOMACOUNTYMS.GOV	E-mail
67973	COAHOMA COUNTY TAX COLLECTOR, P. O. BOX 219, CLARKSDALE, MS, 38614	US Mail (1st Class)
67973	COMMUNITY HEALTH SYSTEMS, INC, TERRY HENDON, 4000 MERIDIAN BLVD, FRANKLIN, TN, 37067	US Mail (1st Class)

Curae Health, Inc.

**Exhibit A - Curae Health, Inc.**

<b>Svc Lst</b>	<b>Name and Address of Served Party</b>	<b>Mode of Service</b>
67973	COMPREHENSIVE HOSP OF MS,LLC, DAVID SCHILLINGER, MD, 200 CORPORATE BOULEVARD, LAFAYETTE, LA, 70508	US Mail (1st Class)
67972	COUNTY ADMINISTRATOR, CCADMIN@COAHOMACOUNTYMS.GOV	E-mail
67973	COUNTY ADMINISTRATOR, COAHOMA COUNTY COURTHOUSE, 115 1ST STREET, P O BOX 756, CLARKSDALE, MS, 38614	US Mail (1st Class)
67973	CURAE HEALTH, INC., 1721 MIDPARK ROAD, STE B200, KNOXVILLE, TN, 37921	US Mail (1st Class)
67973	DSI SECURITY SERVICES, TONY EARNEST, 600 W ADAMS STREET, DOTHAN, AL, 36302	US Mail (1st Class)
67973	EGERTON MCAFEE, STEPHEN MCSWEEN, 900 SOUTH GAY ST, SUITE 1400, KNOXVILLE, TN, 37902	US Mail (1st Class)
67973	GE HEALTHCARE IITS USA CORP, 15724 COLLECTIONS CTR DR, CHICAGO, IL, 60693	US Mail (1st Class)
67972	HHS CULINARY AND NUTRITION S, BOBBY FLOYD & CLAY HUNTSMAN, CLAYH@HHS1.COM	E-mail
67973	HHS CULINARY AND NUTRITION S, BOBBY FLOYD & CLAY HUNTSMAN, 216 EAST 4TH ST, AUSTIN, TX, 78701	US Mail (1st Class)
67972	HHS CULINARY AND NUTRITION S, BOBBY FLOYD ; CLAY HUNTSMAN, CLAYH@HHS1.COM	E-mail
67973	HHS CULINARY AND NUTRITION S, BOBBY FLOYD ; CLAY HUNTSMAN, PO BOX 2267, SAN ANTONIO, TX, 78298	US Mail (1st Class)
67973	HHS LLC, BOBBY FLOYD & CLAY HUNTSMAN, 216 EAST 4TH ST, AUSTIN, TX, 78701	US Mail (1st Class)
67972	HHS LLC, BOBBY FLOYD; CLAY HUNTSMAN, CLAYH@HHS1.COM	E-mail
67973	HHS LLC, BOBBY FLOYD; CLAY HUNTSMAN, PO BOX 826, SAN ANTONIO, TX, 78293-0826	US Mail (1st Class)
67972	HOSPITAL HOUSEKEEPING SYSTEMS, LTD., CLAY HUNTSMAN;BOBBY FLOYD, CLAYH@HHS1.COM	E-mail
67973	HOSPITAL HOUSEKEEPING SYSTEMS, LTD., CLAY HUNTSMAN;BOBBY FLOYD, 216 E 4TH STREET, AUSTIN, TX, 78701	US Mail (1st Class)
67973	INTERNAL REVENUE SERVICE, PO BOX 7346, PHILADELPHIA, PA, 19101-7346	US Mail (1st Class)
67973	INTUITIVE SURGICAL INC, ISABELLE NGUYEN, 3440 WALNUT AVENUE, BLDG A, 2ND FL, FREMONT, CA, 94538	US Mail (1st Class)
67973	INTUITIVE SURGICAL INC, ISABELLE NGUYEN, 1266 KIFER ROAD, SUNNYVALE, CA, 94086-5206	US Mail (1st Class)
67973	JOHNSON AND JOHNSON HEALTHCARE, KAREN HURDMAN, 5972 COLLECTIONS CENTER, CHICAGO, IL, 60693	US Mail (1st Class)
67972	MAYNARD, COOPER & GALE, P.C., J. LELAND MURPHREE, ESQ., (RE: NORTHWEST MEDICAL CENTER, INC.), LMURPRHREE@MAYNARDCOOPER.COM <i>Failed email</i>	E-mail
67973	MAYNARD, COOPER & GALE, P.C., J. LELAND MURPHREE, ESQ., (RE: NORTHWEST MEDICAL CENTER, INC.), 1901 SIXTH AVENUE NORTH, 2400 REGIONS/HARBERT PLAZA, BIRMINGHAM, AL, 35203	US Mail (1st Class)
67972	MEDHOST, TARA MAULDIN, TARA.MAULDIN@MEDHOST.COM	E-mail
67972	MEDHOST, TARA MAULDIN, TARA.MAULDIN@MEDHOST.COM	E-mail
67973	MEDHOST, TARA MAULDIN, 2739 MOMENTUM PLACE, CHICAGO, IL, 60689-5327	US Mail (1st Class)
67973	MEDHOST, TARA MAULDIN, 6550 CAROTHERS PARKWAY, STE 160, FRANKLIN, TN, 37067	US Mail (1st Class)
67973	MEDTRONIC USA INC, AIDA SHAWISH, 710 MEDTRONIC PKWY, MINNEAPOLIS, MN, 55432	US Mail (1st Class)
67972	MID SOUTH REHAB SERVICES, INC., WALT ROGERS, WROGERS@MIDSOUTHREHAB.COM	E-mail
67973	MID SOUTH REHAB SERVICES, INC., WALT ROGERS, 711 AVIGNON DR., RIDGELAND, MS, 39157	US Mail (1st Class)
67973	MIDCAP FINANCIAL TRUST, 7255 WOOMONT AVENUE, SUITE 200, BETHESDA, MD, 20814	US Mail (1st Class)
67973	MISSISSIPPI ATTORNEY GENERAL, WALTER SILLERS BUILDING, 550 HIGH STREET, SUITE 1200, JACKSON, MS, 39201	US Mail (1st Class)
67973	MISSISSIPPI ATTORNEY GENERAL, PO BOX 220, JACKSON, MS, 39205	US Mail (1st Class)
67973	MISSISSIPPI EMERGENCY, PHIL PARKER, PHYSICIAN SERVICES, LLC, 200 CORPORATE BLVD, LAFAYETTE, LA, 70508	US Mail (1st Class)
67972	MISSISSIPPI STATE DEPT OF HEALTH, WEB@HEALTHYMS.COM	E-mail
67973	MISSISSIPPI STATE DEPT OF HEALTH, 570 EAST WOODROW WILSON DRIVE, JACKSON, MS, 39216	US Mail (1st Class)
67973	MISSISSIPPI STATE DEPT OF HEALTH, POST OFFICE BOX 1700, JACKSON, MS, 39215-1700	US Mail (1st Class)

Curae Health, Inc.

**Exhibit A - Curae Health, Inc.**

<b>Svc Lst</b>	<b>Name and Address of Served Party</b>	<b>Mode of Service</b>
67973	MONROE COUNTY TAX COLLECTOR, PAT KIRHOLZ, PO BOX 684, 301 S CHESTNUT ST., ABERDEEN, MS, 39730	US Mail (1st Class)
67973	MORRISON MANAGEMENT SPECIALISTS INC, BRADY PATES, 400 NORTHRIDGE RD #600, ATLANTA, GA, 30350	US Mail (1st Class)
67972	NEAL & HARWELL, PLC, DG THOMPSON;JR KELLEY;SM MONTGOMERY, (RE: SERVISFIRST BANK), DTHOMPSON@NEALHARWELL.COM	E-mail
67972	NEAL & HARWELL, PLC, DG THOMPSON;JR KELLEY;SM MONTGOMERY, (RE: SERVISFIRST BANK), JKELLEY@NEALHARWELL.COM	E-mail
67972	NEAL & HARWELL, PLC, DG THOMPSON;JR KELLEY;SM MONTGOMERY, (RE: SERVISFIRST BANK), SMONTGOMERY@NEALHARWELL.COM	E-mail
67973	NEAL & HARWELL, PLC, DG THOMPSON;JR KELLEY;SM MONTGOMERY, (RE: SERVISFIRST BANK), 1201 DEMONBREUN STREET, STE 1000, NASHVILLE, TN, 37203	US Mail (1st Class)
67973	NORTHWEST MEDICAL CENTER, ATTN: JIM DICKINSON, PRESIDENT, 1530 U S HIGHWAY 43, WINFIELD, AL, 35594	US Mail (1st Class)
67972	OFFICE OF THE UNITED STATES TRUSTEE, MEGAN SELIBER, MEGAN.SELIBER@USDOJ.GOV	E-mail
67973	OFFICE OF THE UNITED STATES TRUSTEE, MEGAN SELIBER, 318 CUSTOMS HOUSE, 701 BROADWAY, NASHVILLE, TN, 37203	US Mail (1st Class)
67973	OWENS AND MINOR, MICHELLE THOMAS, 9120 LOCKWOOD BLVD, MECHANICSVILLE, VA, 23116	US Mail (1st Class)
67973	PANOLA COUNTY TAX ASSESSOR, DAVID GARNER, 151 PUBLIC SQUARE, SUITE C, BATESVILLE, MS, 38606	US Mail (1st Class)
67973	PHILIPS HEALTHCARE, BERNARD DIPERZIO, 3000 MINUTEMAN ROAD, ANDOVER, MA, 01810	US Mail (1st Class)
67973	PHILIPS HEALTHCARE, BERNARD DIPERZIO, 1111 OLD EAGLE SCHOOL RD, WAYNE, PA, 19087	US Mail (1st Class)
67972	POLSINELLI, MICHAEL MALONE, (RE: DEBTORS), MMALONE@POLSINELLI.COM	E-mail
67973	POLSINELLI, MICHAEL MALONE, (RE: DEBTORS), 401 COMMERCE STREET, SUITE 900, NASHVILLE, TN, 37219	US Mail (1st Class)
67973	SERVISFIRST BANK, REGIONAL OFFICE, 1801 WEST END AVENUE, SUITE 850, NASHVILLE, TN, 37203	US Mail (1st Class)
67972	STAT IMAGING SOLUTIONS LLC, BILLING@STATISLLC.COM	E-mail
67973	STAT IMAGING SOLUTIONS LLC, 187 COUNTRY PL PKWY, PEARL, MS, 39208	US Mail (1st Class)
67973	STRATEGIC HEALTHCARE RESOURCES, STEVE CLAPP, 121 LEINART ST. C, CLINTON, TN, 37716	US Mail (1st Class)
67973	STRYKER ORTHOPAEDICS, DAWN CATENA, 325 CORPORATE DR, MAHWAH, NJ, 07430	US Mail (1st Class)
67973	TENNESSEE ATTORNEY GENERAL'S OFFICE, BANKRUPTCY DIVISION, PO BOX 20207, NASHVILLE, TN, 37202-4015	US Mail (1st Class)
67972	TENNESSEE DEPARTMENT OF HEALTH, OFFICE OF HEALTH CARE FACILITIES, TN.HEALTH@TN.GOV	E-mail
67973	TENNESSEE DEPARTMENT OF HEALTH, OFFICE OF HEALTH CARE FACILITIES, DIVISION OF LICENSURE & REGULATION, 665 MAINSTREAM DRIVE, SECOND FL, NASHVILLE, TN, 37243	US Mail (1st Class)
67973	TENNESSEE SECRETARY OF STATE, STATE CAPITOL, NASHVILLE, TN, 37243-1102	US Mail (1st Class)
67973	TENNESSEE SECRETARY OF STATE, BUSINESS FILINGS & INFORMATION, 312 ROSA L. PARKS AVENUE, 6TH FLOOR, SNODGRASS TOWER, NASHVILLE, TN, 37243-1102	US Mail (1st Class)
67972	TUNE,ENTREKIN&WHITE,P.C., JOSEPH P. RUSNAK, (RE: BOA VIDA HEALTHCARE, LLC), JRUSNAK@TEWLAWFIRM.COM	E-mail
67973	TUNE,ENTREKIN&WHITE,P.C., JOSEPH P. RUSNAK, (RE: BOA VIDA HEALTHCARE, LLC), UBS TOWER, SUITE 1700315, DEADERICK STREET, NASHVILLE, TN, 37238	US Mail (1st Class)
67972	WALLER LANSDEN DORTCH & DAVIS, LLP, DAVID LEMKE, (RE: MIDCAP FINANCIAL TRUST), DAVID.LEMKE@WALLERLAW.COM	E-mail
67973	WALLER LANSDEN DORTCH & DAVIS, LLP, DAVID LEMKE, (RE: MIDCAP FINANCIAL TRUST), 511 UNION STREET, STE 2700, NASHVILLE, TN, 37219	US Mail (1st Class)

**Subtotal for this group: 94**

## **EXHIBIT B**

**Exhibit B - Curae Health, Inc.**

<b>Svc Lst</b>	<b>Name and Address of Served Party</b>	<b>Mode of Service</b>
67960	BANK OF AMERICA, PO BOX 15284, WILMINGTON, DE, 19850	US Mail (1st Class)
67960	GUARANTYBANK, 210 HAYDEN ST., BELZONI, MS, 39038	US Mail (1st Class)
67960	REGIONS BANK, 245 N MAIN ST, CLINTON, TN, 37716	US Mail (1st Class)
67960	REGIONS BANK, 211 EAST SECOND STREET, CLARKSDALE, MS, 38614	US Mail (1st Class)
67960	RENESANT BANK, 913 HWY 278 E, AMORY, MS, 38821	US Mail (1st Class)
67960	SERVISFIRST, 850 SHADES CREEK PARKWAY, SUITE 200, BIRMINGHAM, AL, 35209	US Mail (1st Class)
67960	US BANK, PO BOX 1800, ST. PAUL, MN, 55101	US Mail (1st Class)
67960	WELLS FARGO, PO BOX 63020, SAN FRANCISCO, CA, 94163	US Mail (1st Class)

**Subtotal for this group: 8**

## **EXHIBIT C**

**Exhibit C - Curae Health, Inc.**

<b>Svc Lst</b>	<b>Name and Address of Served Party</b>	<b>Mode of Service</b>
67967	ASD SPECIALTY HEALTHCARE INC, LISA GRAHAM, 345 INTERNATIONAL BLVD, SUITE 400A, BROOKS, KY, 40109	US Mail (1st Class)
67967	ASD SPECIALTY HEALTHCARE LLC, 3101 GAYLORD PARKWAY, FRISCO, TX, 75034	US Mail (1st Class)
67967	C T CORPORATION SYSTEM, 330 N BRAND BLVD, SUITE 700 ATTN SPRS, GLENDALE, CA, 91203	US Mail (1st Class)
67967	CANON FINANCIAL SERVICES, INC., 158 GAITHER DRIVE, MT. LAUREL, NJ, 08054	US Mail (1st Class)
67967	CHCT MISSISSIPPI, LLC, SUITE 150, 3326 ASPEN GROVE DR, FRANKLIN, TN, 37067	US Mail (1st Class)
67967	FIRST MIDWEST BANK, 1 PIERCE PL, SUITE 1500, ITASCA, IL, 60143-125	US Mail (1st Class)
67967	GE HFS, LLC, PO BOX 414, W-490, MILWAUKEE, WI, 53201	US Mail (1st Class)
67967	GUARANTY BANK & TRUST COMPANY, 1200 HIGHWAY 6 EAST, PO BOX 1624, BATESVILLE, MS, 38606	US Mail (1st Class)
67967	GUARANTYBANK, 210 HAYDEN ST., BELZONI, MS, 39038	US Mail (1st Class)
67967	INTERNATIONAL FINANCIAL SERVICES CORP, 1113 S. MILWAUKEE AVENUE, SUITE 301, LIBERTYVILLE, IL, 60048	US Mail (1st Class)
67967	LEAF CAPITAL FUNDING LLC, 2005 MARKET STREET, 14TH FLOOR, PHILADELPHIA, PA, 19103	US Mail (1st Class)
67967	LEASING ASSOCIATES OF BARRINGT, 220 NORTH RIVER STREET, EAST DUNDEE, IL, 60118	US Mail (1st Class)
67967	RURAL DEVELOPMENT, USDA, 4730 NEW HARVEST LN, STE 300, KNOXVILLE, TN, 37918-7052	US Mail (1st Class)
67967	SIEMENS FINANCIAL SERVICES, INC., 170 WOOD AVE SOUTH, ISELIN, NJ, 08830	US Mail (1st Class)
67967	STRYKER FINANCE, 950 TRADE CENTRE WAY, SUITE 200, KALAMAZOO, MI, 49002	US Mail (1st Class)
67967	STRYKER FLEX FINANCIAL, 25652 NETWORK PLACE, CHICAGO, IL, 60673-1256	US Mail (1st Class)
67967	STRYKER FLEX FINANCIAL, 1901 ROMENCE RD PKWY, PORTAGE, MI, 49002	US Mail (1st Class)
67963	THE US DEPT OF HEALTH & HUMAN SVCS, HUBERT H. HUMPHREY BUILDING, 200 INDEPENDENCE AVENUE, SW, WASHINGTON, DC, 20201	US Mail (1st Class)
67963	TN DEPARTMENT OF HEALTH, JOHN J. DREYZEHNER, 710 JAMES ROBERTSON PARKWAY, NASHVILLE, TN, 37243	US Mail (1st Class)
67963	TN DEPT. OF REVENUE, C/O ATTORNEY GENERAL'S OFFICE, BANKRUPTCY DIVISION, PO BOX 20207, NASHVILLE, TN, 37202-0207	US Mail (1st Class)
67963	U.S. ATTORNEY, MIDDLE DISTRICT OF TENNESSEE, 110 9TH AVENUE SOUTH, SUITE A-961, NASHVILLE, TN, 37203	US Mail (1st Class)
67967	URBAN PARTNERSHIP BANK, 7936 S COTTAGE GROVE AVE, CHICAGO, IL, 60619-3911	US Mail (1st Class)
67967	VAR RESOURCES, LLC, 2330 INTERSTATE 30, MESQUITE, TX, 75150	US Mail (1st Class)
67967	VAR RESOURCES, LLC, 2005 MARKET STREET, 14TH FLOOR, PHILADELPHIA, PA, 19103	US Mail (1st Class)

**Subtotal for this group: 24**