

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 5/8/2019



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

In re:)	
)	Chapter 11
Curae Health, Inc., <i>et al.</i> ¹)	Case No. 18-05665
)	
1721 Midpark Road, Suite C300)	Judge Walker
Knoxville, TN 37921)	
Debtors.)	Jointly Administered

**ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND
(II) GRANTING CERTAIN RELATED RELIEF**

Upon the motion [Docket No. 939] (the “**Motion**”)² of the debtors and debtors in possession (the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) for entry of an order, pursuant to Bankruptcy Code sections 105(a) and 365 and Bankruptcy Rules 6004(h) and 6006(f), (i) authorizing the Debtors to reject certain executory contracts and unexpired leases, which are listed on Exhibit 1 hereto, effective as of the Closing Date, and (ii) granting certain related relief, all as more fully set forth in the Motion; and upon the record of the hearing on the Motion, if any; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors consent to entry of a final order under Article III of the United States Constitution; and this 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 due and proper notice of the Motion having been given pursuant to Local Rule 9013-1; and it appearing that no

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

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

other or further notice of the Motion is required; and this Court having found that the relief requested by the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and after due deliberation thereon; and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth below.
2. Pursuant to Bankruptcy Code sections 105(a) and 365, the Contracts and Leases identified on Exhibit 1 hereto are rejected as of the Closing Date.
3. Each Contract Counterparty may file a claim under Bankruptcy Code section 502 or other claims in connection with such rejected Contract and Lease in accordance with any applicable claims bar date set by the Court.
4. Buyer shall be responsible for the claims of any Contract Counterparty related to the operation of Panola Medical Center that arose after the Effective Date.
5. Notwithstanding the relief granted herein and any actions taken hereunder, nothing in the Motion or this order shall: (a) constitute an admission as to the validity or priority of any claim against the Debtors, (b) constitute a waiver of the Debtors' rights to dispute any claim, or (c) prejudice the Debtors' rights to assert that the Contracts are not executory within the meaning of Bankruptcy Code section 365.
6. Within two (2) business days after entry of this Order, the Debtors shall serve this Order on the counterparties to the Contracts and Leases.
7. The requirements of Bankruptcy Rule 6006(f)(6) are hereby satisfied for the purposes of the Motion.

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

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

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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*Counsel to the Debtors and
Debtors in Possession*

Exhibit 1

<u>Counterparty</u>	<u>Contract Description</u>
Alliance Healthcare Radiology	Service Agreement (Radiology)
Otis Anderson, MD	Independent Contractor, PSA
Otis Anderson III, MD	Physician Medical Direct Agreement
Scott Baymiller, MD	Physician Independent Contractor Agreement
Cardinal Health 200, LLC	Equipment Purchase Agreement
CHS PSC, LLC	Confidentiality & Non-Disclosure Agreements
Crown Health Care Laundry Services, LLC	Service Agreement (Laundry)
DSI Security Services	Security Agreement
Cedrick Edwards, MD	Service Agreement (Clinical)
Hologic	Maintenance, Support and Service Agreement (Equipment/Supplies)
Hospital Care Consultants	Professional Services Agreement (Hospital Based)
Leasing Associates of Barrington	Equipment Lease (Immunoassay Lab Equipment)
Lifeguard Ambulance Service	Service Agreement
Marianne Wharton, NP	Employment Contract
Mid-South Rehab Services, Inc.	Professional Services Agreement
Panola County, Mississippi	Memorandum of Understanding

<u>Counterparty</u>	<u>Contract Description</u>
Ricoh	Office Equipment Lease (Copiers)
Softscript, Inc.	Service Agreement (Clinical)
Scott Harrison, MD	Physician Recruiting Agreement
Experian Passport	Service Agreement
GE Healthcare (PA)	Equipment Lease (Fetal Monitors)
GE Healthcare (PA)	Equipment Lease (Hill Rom Spo2rt Beds)
GE Healthcare (PA)	Equipment Lease (Dash 4000 Monitors)
GE Healthcare (PA)	Equipment Lease (Nuclear Med Camera)
GE Healthcare (PA)	Equipment Lease (UltraSound)

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.