

**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

NOTICE OF REVISED PROPOSED CONFIRMATION ORDER

The above captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned jointly administered chapter 11 cases (these “**Chapter 11 Cases**”) and the Official Committee of Unsecured Creditors (the “**Committee**”, together with the Debtors, the “**Plan Proponents**”) appointed in these Chapter 11 Cases hereby submit this Notice of Revised Proposed Confirmation Order.

On March 4, 2019, the Plan Proponents filed the *Joint Chapter 11 Plan of Liquidation* [Docket No. 834] (as subsequently revised or amended, the “**Joint Plan**”) and the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation* [Docket No. 835] (the “**Disclosure Statement**”).

On March 7, 2019, the Court entered the *Order (I) Approving Disclosure Statement; (II) Establishing Forms and Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan; (III) Establishing Deadline and Procedures for Filing Objections to the Confirmation of the Plan; and (IV) Granting Related Relief* [Docket No. 841] (the “**Disclosure Statement and Procedures Order**”).

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).

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In accordance with the Disclosure Statement and Procedures Order, on May 3, 2019, the Plan Proponents filed the *Notice of Proposed Confirmation Order* [Docket No. 1013].

Prior to the Confirmation Hearing, the Plan Proponents agreed to certain revisions to the Proposed Confirmation Order to resolve the objections of the Mississippi State Division of Medicaid, CHS/Community Health Systems, Inc., and various other parties. Attached hereto as Exhibit 1 is a clean version of the revised Proposed Confirmation Order, and attached hereto as Exhibit 2 is a redline showing changes from the Proposed Confirmation Order, as it was filed at Docket Number 1013, to the revised Proposed Confirmation Order.

Dated: May 8, 2018

Nashville, Tennessee

Respectfully submitted,

POLSINELLI PC

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Exhibit 1
Revised Proposed Confirmation Order

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

In re:

Curae Health, Inc., *et al.*¹

1721 Midpark Road, Suite C300
Knoxville, TN 37921

Debtors.

Chapter 11

Lead Case No. 18-05665

Judge Walker

Jointly Administered

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
CONFIRMING THE JOINT CHAPTER 11 PLAN OF LIQUIDATION OF
CURAE HEALTH, INC., ET AL.**

Curae Health, Inc., *et al.* (collectively, as defined herein the “**Debtors**”), the debtors-in-possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the Official Committee of Unsecured Creditors (the “**Committee**”) appointed in these Chapter 11 Cases having filed: (a) the *Joint Chapter 11 Plan of Liquidation* [Docket No. 834] (as subsequently revised or amended, the “**Joint Plan**”);² (b) *Disclosure Statement for Joint Chapter 11 Plan of Liquidation* [Docket No. 835] (the “**Disclosure Statement**”); (c) the *Debtors’ Motion for an Order (I) Approving Disclosure Statement; (II) Establishing Forms and Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan; (III) Establishing Deadline and Procedures for Filing Objections to the Confirmation of the Plan; and (IV) Granting Related Relief* [Docket No. 700] (the “**Disclosure Statement and Procedures Motion**”); (d) the *Declaration of Kevin Martin of BMC Group, Inc. Regarding Voting and Tabulation of Ballots Accepting and Rejecting the Joint Chapter 11 Plan of Liquidation of Curae Health, Inc., et al.*

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); Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); and Clarksdale Regional Physicians, LLC (5311).

² All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Joint Plan.

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[Docket No. ***] (the “**Tabulation Declaration**”); (e) the *Declaration of Stephen N. Clapp, Chief Executive Officer of Curae Health, Inc. in Support of Confirmation of the Joint Chapter 11 Plan of Liquidation of Curae Health, Inc., et al.* [Docket No. ***] (the “**Confirmation Declaration**”); and (f) the *Debtors’ Memorandum of Law in Support of Entry of an Order Confirming the Joint Chapter 11 Plan of Liquidation of Curae Health, Inc., et al.* [Docket No. ***] (the “**Confirmation Memorandum**”); and the Court having entered the *Order (I) Approving Disclosure Statement; (II) Establishing Forms and Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan; (III) Establishing Deadline and Procedures for Filing Objections to the Confirmation of the Plan; and (IV) Granting Related Relief* [Docket No. 841] (the “**Disclosure Statement and Procedures Order**”), approving, among other things, the contents of the Solicitation Package (as defined therein), and the solicitation procedures and tabulation procedures; and the Court having conducted an evidentiary hearing to consider confirmation of the Joint Plan on May 9, 2019 (the “**Confirmation Hearing**”); and upon adequate and sufficient notice of the Joint Plan, the Solicitation Package, all related documents, procedures, and deadlines, and the Confirmation Hearing to all known creditors and parties-in-interest; and any responses or objections to confirmation of the Joint Plan raised at or prior to the Confirmation Hearing (collectively, the “**Objections**”) having been resolved, overruled, or withdrawn prior to or during the Confirmation Hearing; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, the Court hereby finds and determines that:

FINDING OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions. The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute the Court’s findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by

Bankruptcy Rules 7052 and 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding. The Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. Approval of the confirmation of the Joint Plan is a core proceeding pursuant to 28 U.S.C. § 157(b), and this Court has jurisdiction to enter a final order with respect thereto. The Debtors are eligible debtors under Bankruptcy Code section 109. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtors and the Committee are the plan proponents in accordance with Bankruptcy Code section 1121. On August 24, 2018 (the “**Petition Date**”), the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code.

C. The Committee. On September 6, 2018, the Office of the United States Trustee for the Middle District of Tennessee (the “**U.S. Trustee**”) appointed the Committee.

D. Disclosure Statement and Procedures Order Compliance. The Debtors and the Committee have complied with the Disclosure Statement and Procedures Order, including the solicitation process, in all respects.

E. Burden of Proof. The Debtors and the Committee have the burden of proving the elements of Bankruptcy Code sections 1125 and 1129(a) and (b) by a preponderance of the evidence. The Debtors and the Committee have met their burden with respect to each Debtor and each element of Bankruptcy Code sections 1125 and 1129.

F. Voting. As evidenced by the Tabulation Declaration, votes to accept or reject the Joint Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with

the Bankruptcy Code and the Bankruptcy Rules, the solicitation process set forth in the Disclosure Statement and Procedures Order, and applicable nonbankruptcy law.

G. Solicitation. The Solicitation Packages were transmitted and served in compliance with the Bankruptcy Code, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, and the Disclosure Statement and Procedures Order. The form of ballots adequately addressed the particular needs of the Chapter 11 Cases and is appropriate to the Holders of Claims in Class 5, Class 6, and Class 7 (collectively, the “**Voting Classes**”), which are impaired under the Joint Plan, and may receive a distribution under the Joint Plan, and whose votes were, therefore, solicited. Further:

- (1) The period during which the Debtors and the Committee solicited acceptances of the Joint Plan was reasonable under the circumstances of the Chapter 11 Cases and enabled voting claimants to make an informed decision to accept or reject the Joint Plan.
- (2) The Debtors and the Committee were not required to solicit the votes from the Holders of Claims or Equity Interests from the following Classes (the “**Deemed to Accept Classes**”) as each such Class is unimpaired under the Joint Plan and conclusively presumed to have accepted it: Class 1 (Priority Non-Tax Claims); Class 2 (Alleged ServisFirst Secured Claim); Class 3 (Alleged CHS Secured Claim); and Class 4 (Secured Claims of Other Lienholders).
- (3) The Debtors and the Committee were not required to solicit votes from the Holders of Claims or Equity Interests in Class 8 (Corporate Interests) (the “**Deemed to Reject Class**”, and together with the Deemed to Accept Classes, the “**Non-Voting Classes**”), as such Class will receive no recovery under the Joint Plan and is deemed to reject it.
- (4) As described in the Tabulation Declaration and Confirmation Declaration, the transmittal and service of the Solicitation Packages was timely, adequate, and sufficient under the circumstances. The solicitation of votes on the Joint Plan complied with the Disclosure Statement and Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and other applicable rules, laws, and regulations. In connection therewith, the Debtors, the Committee, and any of their affiliates, members, managers, shareholders, partners,

employees, attorneys, and advisors of the foregoing are entitled to the protection of Bankruptcy Code section 1125(e).

H. Good Faith. The Joint Plan was negotiated in good faith and at arm's length, and the Debtors and the Committee have not engaged in any collusive or unfair conduct in connection with the Joint Plan.

I. Notice. As evidenced by the Tabulation Declaration and Confirmation Declaration, the transmittal and service of the Solicitation Packages were adequate and sufficient under the circumstances, and all parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to confirmation of the Joint Plan) have been given due, proper, timely, and adequate notice in accordance with the Disclosure Statement and Procedures Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, and applicable nonbankruptcy law, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

J. Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Joint Plan complies with the applicable provisions of the Bankruptcy Code (including, but not limited to, Bankruptcy Code sections 1122 and 1123, as set forth below) and, as required by Bankruptcy Rule 3016, the Joint Plan is dated and identifies the Debtors and the Committee as plan proponents, thereby satisfying Bankruptcy Code section 1129(a)(1).

1. Classification and Treatment of Claims (11 U.S.C. §§ 1122 and 1123(a)(1)-(4)): Pursuant to Bankruptcy Code sections 1122(a) and 1123(a)(1), the Joint Plan designates separate classes of Claims and Corporate Interests, other than Administrative Expense Claims, Priority Claims, and other unclassified Claims set forth in the Plan, each of which contains only Claims or Corporate Interests that are substantially similar to the other claims within the relevant Class. The Joint Plan does

not contain any “convenience” Class, and Bankruptcy Code section 1122(b) is inapplicable. Pursuant to Bankruptcy Code sections 1123(a)(2) through (4), the Joint Plan specifies each Class of Claims that is not impaired, specifies the treatment of each Class of Claims and Corporate Interests that is impaired, and provides the same treatment for each Claim or Corporate Interest within a particular class.

2. Adequate Means for Implementation of the Plan (11 U.S.C. § 1123(a)(5)):

The Joint Plan sets forth adequate means for its implementation. The Joint Plan sets forth in detail the mechanisms for carrying out the Joint Plan. Among other things, the Joint Plan provides for the establishment of the Liquidating Trust and appointment of the Liquidating Trustee on or before the Effective Date. On the Effective Date, the Estates’ titles to all of the Assets (other than the D&O Claims and Tort Claims, which shall revert in the applicable Debtor(s) and may be pursued by the Debtor Representative) shall automatically pass to the Liquidating Trust, free and clear of all claims and equity interests in accordance with Bankruptcy Code section 1141. Notwithstanding the foregoing, the Debtors and Committee’s right to modify the Joint Plan to exclude certain Assets from transfer to the Liquidating Trust is reserved. This Confirmation Order shall constitute a determination that the transfers of the Assets to the Liquidating Trust are legal and valid to the maximum extent permitted by applicable law and the Bankruptcy Code.

3. The D&O Claims, Tort Claims, and rights in and proceeds of any Insurance Policies necessary for the prosecution of all such Causes of Action will revert in the applicable Debtor(s) on the Effective Date, and the Debtor Representative shall be authorized to institute and prosecute through final judgment or settlement the D&O

Claims and Tort Claims in his discretion. The proceeds (but not the underlying Claims and/or Causes of Action) of the D&O Claims and Tort Claims shall be made available and transferred to the Liquidating Trust for distribution in accordance with the Plan upon entry of a final judgment or settlement.

4. The powers and authority of the Liquidating Trustee and any limitations thereon are set forth in the Joint Plan and are further defined by the Liquidating Trust Agreement. Consistent with the terms of the Liquidating Trust Agreement and/or the Joint Plan, the Liquidating Trustee and the Debtor Representative may commit the Liquidating Trust or the Estates, as the case may be, to payment of reasonable compensation to attorneys, accountants, financial advisors, and other professionals for services rendered and expenses incurred. A law firm or other professional shall not be disqualified from being employed by or rendering services to the Liquidating Trustee and/or the Debtor Representative solely because of its current or prior retention as counsel or professional to the Committee or the Debtors in these Chapter 11 Cases.

5. The Court finds and determines that the transfers of any of the Estates' Assets to the Liquidating Trust and/or the revestment of any of the Estates' Assets in the Debtors as of the Effective Date shall be valid and enforceable to the maximum extent permissible under applicable law, including the Bankruptcy Code and the Supremacy Clause of the United States Constitution.

6. Nonvoting Equity Securities and Selection of Officers and Directors (11 U.S.C. §§ 1123(a)(6) and (7)): Bankruptcy Code sections 1123(a)(6) and (7) are not applicable because each Debtor is either a nonprofit corporation or has as its sole member a Debtor nonprofit corporation, and the Joint Plan calls for the liquidation of the Debtors

and does not provide for (i) the issuance of any interests in any reorganized debtor or (ii) the selection of officers and directors.

7. Discretionary Provisions (11 U.S.C. §§ 1123(b)(1)-(6)): The discretionary provisions of the Joint Plan, including those discussed below, comply with Bankruptcy Code section 1123 and are not inconsistent with other applicable provisions of the Bankruptcy Code.

(i) Impairment of Claims and Interests (11 U.S.C. § 1123(b)(1)): The Joint Plan properly identifies and impairs or leaves unimpaired, as the applicable case may be, each Class of Claims and Corporate Interests.

(ii) Contracts and Leases (11 U.S.C. § 1123(b)(2)): Except as otherwise provided in the Joint Plan or in any contract, instrument, release, or other agreement or document entered into in connection with the Joint Plan, all Executory Contracts and Unexpired Leases of the Debtors will be deemed rejected, as of the Effective Date, other than Executory Contracts and Unexpired Leases that were previously assumed, assumed and assigned, or rejected by Final Order of the Bankruptcy Court (which contracts will be treated in accordance with such Final Order). This Confirmation Order shall constitute an Order approving the foregoing rejection.

(iii) Notwithstanding the foregoing or anything else to the contrary in this Confirmation Order, (i) the Postpetition Agreements shall not be deemed rejected, and shall instead revert in the Debtors pursuant to, and shall be treated consistent with, Article VI.D of the Joint Plan; and (ii) the Debtors' Insurance Policies shall be treated consistent with Article VI.C of the Joint Plan.

(iv) This Confirmation Order shall constitute a determination that no default by any Debtor exists with respect to any of the Insurance Policies requiring Cure, and that nothing in any prior Order, any prior agreements, or this Plan shall be construed or applied to modify, impair, or otherwise affect the enforceability of the Insurance Policies or any coverage thereunder with regard to any Claims or Causes of Action, including the D&O Claims. The Joint Plan shall be liberally construed to protect the interests of all Creditors in all Causes of Action and to limit any Claims against the Estates.

(v) This Confirmation Order shall constitute a determination that no default by the Debtors exists with respect to any Postpetition Agreements, including, but not limited to, the MedHost RC Agreements, the Interim Management Services Agreement, and the MSA, requiring Cure, and that nothing in any prior Order, any prior agreements, or the Joint Plan shall be construed or applied to modify, impair, or otherwise affect the enforceability of the Postpetition Agreements against any counterparty thereto. The Joint Plan shall be liberally construed to protect the interests of the Estates with respect to the Postpetition Agreements.

(vi) Retention, Enforcement, and Settlement of Claims of the Debtors and Their Estates (11 U.S.C. § 1123(b)(3)): With respect to the retention and enforcement of Claims and Causes of Action of the Debtors and their Estates after the Effective Date, the Joint Plan provides that, except as otherwise expressly provided in the Joint Plan, any and all such Claims and Causes of Action are reserved and preserved, and the Liquidating Trustee and the Debtor

Representative, as applicable, shall retain and preserve for the benefit of all creditors all rights to commence, pursue, and settle, as appropriate, any and all such Claims and Causes of Action on the terms set forth in the Joint Plan. The Debtor and Estate Claims and Causes of Action reserved and preserved by the Plan include, without limitation, the Causes of Action set forth in the Joint Plan's definition of "Causes of Action," all legal and equitable defenses against any Claim or Cause of Action asserted against the Debtors, and all Claims, demands, and Causes of Action of any kind or nature whatsoever held by, through, or on behalf of the Debtors and/or the Estates against any other Person or Entity, that have not otherwise been resolved or disposed of.

(vii) The Joint Plan's reservation and preservation of Claims and Causes of Action of the Debtors and their Estates is adequate and sufficient to reserve, retain, and preserve all such Claims and Causes of Action other than those Claims and Causes of Action that are expressly waived, relinquished, exculpated, released, compromised, or settled in the Joint Plan or another Order of this Court.

(viii) The Joint Plan's reservation and preservation of Claims and Causes of Action of the Debtors and their Estates and the disclosures set forth in Article III.A.7 of the Disclosure Statement are adequate and sufficient to provide notice to Creditors and other parties in interest about the types and categories of Claims and Causes of Action reserved and preserved. No Person or party in interest may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Claim and/or Cause of Action against them as any indication that the Debtors, the Committee, Debtor Representative, Liquidating Trustee, or the

Liquidating Trust, as applicable, will not pursue any and all available Claims and/or Causes of Action against them. No preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Claims and/or Causes of Action upon, after, or as a consequence of the Plan's confirmation or occurrence of the Effective Date.

(ix) The Joint Plan's reservation and preservation of Claims and Causes of Action of the Debtors and their Estates and the foregoing subparagraphs J.7.vi-viii are consistent with Sixth Circuit precedent, including *Nestle Waters N. Am., Inc. v. Mt. Glacier LLC*, 877 F.3d 246 (6th Cir. 2017) and *Browning v. Levy*, 283 F.3d 761 (6th Cir. 2002).

(x) The recoveries and proceeds from the Claims and Causes of Actions reserved and preserved under the Joint Plan will be used to satisfy the Claims of Creditors under the Joint Plan. The Liquidating Trustee and Debtor Representatives are appropriate representatives of the Estates to prosecute and pursue the Claims and Causes of Action (including the proceeds thereof) reserved and preserved under the Joint Plan.

(xi) Sale of Property and Distribution of Proceeds (11 U.S.C. § 1123(b)(4)): The Joint Plan provides for the transfer of the Assets (other than the D&O Claims and Tort Claims, which shall revert in the Debtors and may be pursued by the Debtor Representative as provided in the Joint Plan) to the Liquidating Trust for the sole and exclusive benefit of the beneficiaries of the Liquidating Trust, but subject to the provisions of the Joint Plan and the

Liquidating Trust Agreement. The transfer and any subsequent sale or other disposition of any such Assets pursuant to the Plan shall not be subject to any transfer or similar taxes pursuant to section 1146(c) of the Bankruptcy Code.

(xii) Other Provisions Not Inconsistent with the Bankruptcy Code (11 U.S.C. § 1123(b)(6)): The Joint Plan includes additional provisions that are not inconsistent with the applicable provisions of the Bankruptcy Code, including: (i) provisions governing distributions on account of Allowed Claims, particularly as to the timing and calculation of amounts to be distributed; (ii) procedures for resolving Disputed Claims and making distributions on account of such Claims once resolved; (iii) provisions regarding the severability of Plan provisions; and (iv) certain release, exculpation, and injunction provisions.

8. Special Provisions in Individual Cases (11 U.S.C. § 1123(c)): Because the Debtors are not individuals, Bankruptcy Code section 1123(c) is not applicable.

9. Cure of Default (11 U.S.C. § 1123(d)): Because the Joint Plan does not propose to cure any default, Bankruptcy Code section 1123(d) is not applicable.

K. The Debtors' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtors have complied with all the applicable provisions of the Bankruptcy Code, satisfying the requirements of Bankruptcy Code section 1129(a)(2).

L. Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Joint Plan has been proposed in good faith and not by any means forbidden by law, thereby satisfying the requirements of Bankruptcy Code section 1129(a)(3).

M. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Any payment made or to be made by the Debtors, or by any person issuing securities or acquiring

property under the Joint Plan, for services or for costs and expenses in or in connection with the Chapter 11 Cases, or in connection with the Joint Plan and incident to the Chapter 11 Cases, has been approved by, or is subject to the approval of, the Court as reasonable, thereby satisfying the requirements of Bankruptcy Code section 1129(a)(4).

N. Plan Administrator, Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have complied with Bankruptcy Code section 1129(a)(5). The Debtors are liquidating and, therefore, Bankruptcy Code section 1129(a)(5) is not applicable. To the extent Bankruptcy Code section 1129(a)(5) is applicable, it is satisfied through the identification of the Liquidating Trustee and Debtor Representative, who are appointed as representatives of the Estates pursuant to Bankruptcy Code section 1123(b)(3)(B), and whose appointments are consistent with the interests of the creditors and public policy.

O. No Rate Changes (11 U.S.C. § 1129(a)(6)). After confirmation of the Joint Plan, the Debtors' businesses will not involve rates established or approved by, or otherwise subject to, any governmental regulatory commission. Therefore, Bankruptcy Code section 1129(a)(6) is not applicable.

P. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). The Joint Plan satisfies Bankruptcy Code section 1129(a)(7). The Liquidation Analysis (as amended and filed with the Court prior to the Confirmation Hearing) and other evidence proffered or adduced at the Confirmation Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence, and (iii) establishes that each Holder of an impaired Claim or Corporate Interest either has accepted the Joint Plan or will receive or retain under the Joint Plan, on account of such Claim or Corporate Interest, property of a value, as of the Effective Date, that is not less than the

amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

Q. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Class 1 (Priority Non-Tax Claims), Class 2 (Alleged ServisFirst Secured Claim), Class 3 (Alleged CHS Secured Claim), and Class 4 (Secured Claims of Other Lienholders) are unimpaired and deemed to accept the Joint Plan. Class 5 (General Unsecured Claims) has voted to accept the Joint Plan in accordance with Bankruptcy Code section 1126(c). However, Bankruptcy Code section 1129(a)(8) has not been satisfied because Class 6 (Deficiency Claim of ServisFirst) and Class 7 (Deficiency Claim of CHS) rejected the Joint Plan pursuant to Bankruptcy Code section 1126(g), and Class 8 (Corporate Interests) is deemed to reject the Joint Plan. However, as set forth below, the Joint Plan is confirmable because it satisfies the nonconsensual confirmation requirements of Bankruptcy Code section 1129(b).

R. Treatment of Administrative Expense Claims and Certain Priority Claims (11 U.S.C. § 1129(a)(9)). The Plan provides for payment of Allowed Administrative Expense Claims, Allowed Priority Tax Claims, and Allowed Priority Non-Tax Claims in full. Accordingly, the treatment of such Claims satisfies Bankruptcy Code sections 1129(a)(9)(A), (B), (C), and (D), as applicable.

S. Acceptance by Impaired Classes (11 U.S.C. § 1129(a)(10)). At least one Class of Claims that is Impaired under the Joint Plan has accepted the Joint Plan, determined without including any acceptance of the Joint Plan by an insider, thereby satisfying the requirements of Bankruptcy Code section 1129(a)(10).

T. Feasibility (11 U.S.C. § 1129(a)(11)). Confirmation of the Joint Plan is not likely to be followed by the liquidation of the Debtors other than as set forth in the Joint Plan itself, thereby satisfying Bankruptcy Code section 1129(a)(11).

U. Payment of Fees (11 U.S.C. § 1129(a)(12)). The Joint Plan provides that all fees due and payable pursuant to 28 U.S.C. § 1930 shall be payable by the Debtors within thirty (30) days after the Effective Date.

V. Inapplicable Provisions (11 U.S.C. § 1129(a)(13)–(15)). The Debtors (i) no longer maintain any retirement plans or other benefit obligations, (ii) do not have domestic support obligations, and (iii) are not individuals; accordingly, Bankruptcy Code sections 1129(a)(13)–(15) are not applicable to the Joint Plan.

W. Transfers of Property (11 U.S.C. § 1129(a)(16)). All transfers of property contemplated by the Joint Plan comply with applicable nonbankruptcy law by a corporation or trust that is not a moneyed, business, or commercial trust, thereby satisfying Bankruptcy Code section 1129(a)(16).

X. Fair and Equitable, No Unfair Discrimination (11 U.S.C. § 1129(b)). Based upon the evidence proffered, adduced, and presented by the Debtors at the Confirmation Hearing, the Joint Plan does not discriminate unfairly against, and is fair and equitable with respect to the Deemed to Reject Class, Class 6, and Class 7 as required by Bankruptcy Code section 1129(b)(1) and (b)(2) because, among other things, the placement of the Claims and Corporate Interests in those Classes are reasonable and necessary for the effectuation of the Joint Plan, and no Holders of Claims or Corporate Interests junior to the Holders in those Classes will receive or retain any property under the Joint Plan. Therefore, the Joint Plan may be confirmed notwithstanding the rejection of the Joint Plan by the Deemed to Reject Class, Class 6, and Class 7.

Y. Only One Plan (11 U.S.C. § 1129(c)). The Joint Plan is the only plan filed in the Chapter 11 Cases, and accordingly, Bankruptcy Code section 1129(c) is inapplicable in the Chapter 11 Cases.

Z. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Joint Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, and no governmental unit has objected to the confirmation of the Joint Plan on any such grounds. Therefore, the Joint Plan satisfies the requirements of Bankruptcy Code section 1129(d).

AA. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Court, the Debtors, the Committee, and each of the Debtors' and Committee's agents, successors, predecessors, control persons, members, officers, directors, employees, and agents and their respective attorneys, financial advisors, investment bankers, accountants, and other professionals retained by such persons, in each case have acted in "good faith" within the meaning of Bankruptcy Code section 1125(e) in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and any applicable nonbankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with all their respective activities relating to the solicitation of acceptance to the Joint Plan and their participation in the activities described in Bankruptcy Code section 1125, and therefore are not, and on account of such offer, issuance, and solicitation will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptance or rejections of the Joint Plan and are entitled to the protections afforded by Bankruptcy Code section 1125(e) and, solely to the extent such parties are identified therein, the exculpation provisions found in Article XI.B of the Joint Plan.

BB. Implementation. All documents necessary to implement the Joint Plan, and all other relevant and necessary documents have been developed and negotiated in good faith and at arm's length and shall, upon completion of documentation and execution, and subject to the occurrence of the Effective Date, be valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

CC. Limited Consolidation. The limited consolidation of the Estates pursuant to Article VII.P of the Joint Plan, and subject to Articles VII.E and VII.Q of the Joint Plan, is necessary and critical to implement the Joint Plan.

DD. Releases, Exculpations, and Injunctions. The Court has jurisdiction under 28 U.S.C. §§ 157 and 1334 to approve the releases, exculpations, and injunctions set forth in Article XI of the Joint Plan, including the releases set forth in Articles XI.C and XI.D of the Joint Plan, the exculpations set forth in Article XI.B of the Joint Plan, and the injunction set forth in Article XI.E of the Joint Plan. Pursuant to Bankruptcy Code sections 105(a) and 1123(b)(3), and Bankruptcy Rule 9019(a), approval of the releases, exculpations, and injunctions contained in the Joint Plan is warranted, as established by the record in the Chapter 11 Cases, because such provisions: (i) are essential to the formulation and implementation of the Joint Plan, (ii) confer substantial benefits on the Debtors' Estates, (iii) are fair, equitable, reasonable, and necessary under the circumstances, and (iv) are in the best interests of the Debtors and their Estates. Further, such releases, exculpations, and injunctions are (a) essential means of implementing the Joint Plan pursuant to Bankruptcy Code section 1123(a)(5), (b) in the best interests of the Debtors and their Estates, creditors, and interest holders, and (c) consistent with Bankruptcy Code sections 105, 1123, 1129, and other applicable provisions of the Bankruptcy Code. The record of the Confirmation Hearing is sufficient to support the exculpation provision set forth in

Article XI.B and the releases provided for in Article XI.C and XI.D, and the related injunction in Article XI.E. of the Joint Plan. Accordingly, based on the representations of the parties, and/or the evidence proffered, adduced, and/or presented and the Confirmation Hearing, this Court finds that the exculpation provisions set forth in Article XI.B, the releases set forth in Articles XI.C and XI.D, and the related injunction in Article XI.A, of the Joint Plan are consistent with the Bankruptcy Code and applicable law, as modified by this Confirmation Order.

EE. Notwithstanding anything to the contrary in the Joint Plan or this Confirmation Order, the Debtors' directors and officers included in the Joint Plan's definition of "Released Parties" (as modified by this Confirmation Order) shall only be deemed released by the Debtors and the Estates from Claims, obligations, debts, rights, suits, damages, Causes of Action, remedies, and liabilities (i) to the extent the Debtors' directors and officers are immune from suit under T.C.A. § 48-58-601; (ii) for conflicted transactions solely to the extent consistent with and subject to T.C.A. § 48-58-702; and (iii) for monetary damages for breach of fiduciary duty solely to the extent eliminated, if at all, pursuant to the Debtors' charters and bylaws, consistent with and subject to the provisions of T.C.A. §§ 48-51-101 *et seq.* For the avoidance of doubt, the Debtors' directors and officers not included in the Joint Plan's definition of "Released Parties" (as modified by this Confirmation Order) are not deemed released pursuant to any terms of the Plan, any related documents, or this Confirmation Order.

FF. Based on the foregoing, the Joint Plan satisfies the requirements for confirmation set forth in Bankruptcy Code section 1129.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Record. The record of the Confirmation Hearing shall be and hereby is adopted by the Court and shall be and hereby is closed.

2. Notice of Confirmation Hearing. Notice of the Confirmation Hearing complied with the terms of the Disclosure Statement and Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code and Bankruptcy Rules.

3. Solicitation. The solicitation of votes on the Joint Plan complied with the Disclosure Statement and Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and applicable nonbankruptcy law.

4. Confirmation of the Joint Plan. The Joint Plan, attached hereto as Exhibit A, and all exhibits thereto, including the Liquidating Trust Agreement, are approved in all respects. The terms of the Joint Plan are an integral part of this Confirmation Order.

5. Objections Resolved or Overruled. All Objections, responses, statements, and comments in opposition to the Joint Plan, other than those withdrawn, waived, settled prior to, or on the record at, the Confirmation Hearing, or resolved as set forth herein, shall be, and hereby are, overruled in their entirety.

6. HHS Objection. HHS Culinary & Nutritional Solutions, LLC (“**HHS Culinary**”) and HHS Environmental Services (“**HHS Environmental**,” together with HHS Culinary and each of their affiliates, “**HHS**”) filed an objection to confirmation of the Joint Plan [Docket No. 947] (the “**HHS Objection**”). The HHS Objection shall be deemed withdrawn.

7. MDOM Objection. State of Mississippi, Mississippi Division of Medicaid (“**MDOM**”) filed an objection to confirmation of the Joint Plan [Docket No. 948] (the “**MDOM Objection**”).

8. Coahoma County Objection. Coahoma County, Mississippi (“**Coahoma County**”) filed an objection to confirmation of the Joint Plan [Docket No. 949] (the “**Coahoma County Objection**”). Notwithstanding any provision of the Joint Plan or this Confirmation Order, as set forth in the Clarksdale Sale Order [Docket No. ***] any Liens of Coahoma County on the Purchased Assets (as defined in the Clarksdale Sale Order) shall attach to the net proceeds of the sale of the Purchased Assets with the same effect, validity, enforceability, and priority as existed prior to the sale, subject to any and all rights, claims, defenses, and objections of the Debtors, the Debtors’ Estates, the Committee, and all interested parties with respect to such asserted Liens, and all such rights, claims, defenses and objections with respect to such asserted Liens are expressly reserved and preserved. The rights of Coahoma County with respect to any asserted Liens on the Purchased Assets are expressly reserved and preserved. This shall fully and finally resolve the Coahoma County Objection, which shall be deemed withdrawn.

9. United Objection. UnitedHealthcare Insurance Company (“**United**”) filed an objection to confirmation of the Joint Plan [Docket No. 950] (the “**United Objection**”). Notwithstanding anything in the Joint Plan or this Confirmation Order, United may set off or recoup any post-petition overpayments owed to it by the Debtors from any claims submitted to United by the Debtors or the Liquidating Trust for services rendered on or after the Petition Date as agreed to in that certain Stipulation Regarding Cure Amount as approved by this Court’s Agreed Order Resolving UnitedHealthcare Objection (the “**Stipulation**”) [Docket No. 697]. Nothing in the Joint Plan or Confirmation Order is intended to alter the terms of the Stipulation,

which shall remain binding on United, the Debtors, and the Liquidating Trust. This shall fully and finally resolve the United Objection, which shall be deemed withdrawn.

10. CHS Objection. CHS/Community Health Systems, Inc. (“CHS”) filed an objection to confirmation of the Joint Plan [Docket No. 953] (the “**CHS Objection**”).

11. DSRF Order. Notwithstanding anything in the Joint Plan or the Disclosure Statement to the contrary, paragraph 3 of the *Expedited Order (I) Authorizing the Debtors to Enter into the Member Substitution Agreement with Respect to the Russellville Hospital and (II) Granting Related Relief* [Docket No. 511] is superseded by the *Expedited Agreed Interim Order (I) Authorizing Debtors to Pay the DIP Obligations, (II) Authorizing the Use of Cash Collateral, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 899] solely with respect to treatment and distribution of the DSRF.

12. Medhost RC Agreements. Notwithstanding Article IV.A.1.a of the Joint Plan, the Debtors’ revenue cycle service provider, MEDHOST of Tennessee, Inc. (“**Medhost**”), may continue to provide and bill for revenue cycle services under existing agreements with the Debtors without being required to file a request for payment of its administrative expense claims. Further, notwithstanding Article VI.D of the Joint Plan, this Confirmation Order does not constitute a determination that no default by the Debtors exists with respect to the MedHost RC Agreements.

13. Definition of Released Parties. The definition of “**Released Parties**” in the Joint Plan is replaced with the following:

“**Released Parties**” means, individually and collectively, in each case solely in their capacity as such, each and all of: (a) the Debtors’ current Professionals; (b) the Debtors’ directors and officers who are serving in such capacity as of the Petition Date; (c) the Committee and members of the Committee in their capacity as members of the Committee; and (d) the patient care ombudsman. With respect

to each of the foregoing identified in subsections (c) and (d), each and all of their respective Professionals.

14. Termination and Discharge of the Patient Care Ombudsman. On the Effective Date, Suzanne Koenig, the Patient Care Ombudsman appointed in the Chapter 11 Cases, shall be discharged and relieved from her duties and responsibilities as Patient Care Ombudsman in the Chapter 11 Cases. Neither the Patient Care Ombudsman nor the Patient Care Ombudsman's Professionals shall have any liability with respect to any act or omission, statement or representation arising out of, relating to, or involving in any way, the Patient Care Ombudsman's evaluations, her reports or any pleadings or other writings filed by the Patient Care Ombudsman in connection with the Chapter 11 Cases other than acts or omissions involving or arising out of gross negligence or willful misconduct. Prior to issuing or serving upon the Patient Care Ombudsman or the Patient Care Ombudsman's Professionals any formal or informal discovery request, including, but not limited to, any subpoena, requests for production of documents, requests for admission, interrogatories, subpoena *duces tecum*, requests for testimony, or any other discovery of any kind whatsoever in any way related to the Debtors, the Chapter 11 Cases, the Patient Care Ombudsman's evaluations or the Patient Care Ombudsman's reports (the "**Discovery**"), any creditor or party in interest to these Chapter 11 Cases must first file an appropriate pleading with the Bankruptcy Court to request permission to initiate the Discovery. The Patient Care Ombudsman and the Patient Care Ombudsman's Professionals are authorized to dispose of or destroy any documents provided by the Debtors or any third parties to the Patient Care Ombudsman, if any, in the course of her evaluation, in accordance with their respective document retention policies or applicable law, if any.

15. Binding Effect. On the date of and following entry of this Confirmation Order and subject to the occurrence of the Effective Date, the provisions of the Joint Plan shall be binding

on the Debtors, the Estates, all Holders of Claims and Corporate Interests (irrespective of whether such Claims or Corporate Interests are Impaired under the Joint Plan or whether the Holders of such Claims or Corporate Interests have accepted the Joint Plan), any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors, any other party in interests in the Chapter 11 Cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing.

16. Vesting of Assets. As of the Effective Date, pursuant to Bankruptcy Code section 1141(b) and (c), the Liquidating Trust Assets (other than the D&O Claims and Tort Claims, which shall revert in the applicable Debtor(s) and may be pursued by the Debtor Representative) shall vest in the Liquidating Trust free and clear of all Claims, liens, encumbrances, charges, membership interests, and other interests, except as otherwise provided in the Joint Plan, this Confirmation Order, or other final order of this Court in these Chapter 11 Cases, and subject to the terms and conditions of the Joint Plan and this Confirmation Order. The Debtors, Committee, and Liquidating Trustee shall have the power and authority to enter into the Liquidating Trust Agreement on the Effective Date.

17. Release of Liens and Collateral. Except as otherwise provided in the Joint Plan or in this Confirmation Order, on the Effective Date, all mortgages, deeds of trust, Liens, or other security interests against any of the Assets transferred to the Liquidating Trust or reverted in the Debtors will be fully released, satisfied, and discharged, and all right, title, and interest of any holder of any such mortgages, deeds of trust, Liens, or other security interests will revert to the Liquidating Trust or the Debtors, as applicable. Except as provided in the Joint Plan or this Confirmation Order, unless a particular Secured Claim is reinstated: (i) each Holder of a Secured Claim or a Claim that is purportedly a Secured Claim shall (a) turn over and release to the

Liquidating Trust or Debtors, as applicable, any and all property of the Debtors that secures or purportedly secures its Claim and (b) execute such documents and instruments as the Liquidating Trustee or Debtor Representative, as applicable, may reasonably require to evidence the Holder's release of such property; and (ii) on the Effective Date, all Claims, right, title, and interest in such property shall be transferred to or vest in the Liquidating Trust or revert in the Debtors, as applicable, free and clear of all Claims, including, Liens, charges, pledges, interests, encumbrances, security interests, and any other interests of any kind. The transfer of Assets and the reversion of Assets provided for herein shall constitute legal and valid transfers in accordance with all applicable laws and regulations.

18. Implementation of the Joint Plan. The Debtors, the Committee, and Liquidating Trustee are hereby authorized to execute deliver, file, or record such documents, contracts, instruments, releases, and other agreements, and take such other actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Joint Plan.

19. Liquidating Trust. On the Effective Date, the Liquidating Trust will be established pursuant to and in accordance with the terms of the Joint Plan and the Liquidating Trust Agreement. [_____], is appointed as the Liquidating Trustee as of the date of execution of the Liquidating Trust Agreement. Except as to the D&O Claims and the Tort Claims **[contracts]**, the Liquidating Trustee is the successor in interest to the Debtors and the Committee and shall have such powers, duties, and responsibilities as is provided for in the Joint Plan and the Liquidating Trust Agreement and shall be compensated in accordance with the Joint Plan and the Liquidating Trust Agreement.

20. Debtor Representative. On the Effective Date, the Debtor Representative shall be deemed appointed pursuant to section 1123(b)(3) of the Bankruptcy Code and vested with all

power and authority granted to the Debtor Representative pursuant to the Joint Plan. [_____], is appointed as the Debtor Representative as of the Effective Date of the Plan. On the Effective Date, the Estates' interests in any D&O Claims, Tort Claims, and rights in and proceeds of any Insurance Policies necessary for the prosecution of all such Causes of Action shall revert in the Debtors.

21. Dissolution of Debtors' Boards of Directors and/or Trustees. On the Effective Date, the Debtors' boards of directors and/or trustees, as applicable, shall be dissolved and the then-current officers of the Debtors and members of the boards of directors and/or trustees of the Debtors shall be relieved of their positions and corresponding duties and obligations; provided, however, that the Debtor Representative shall be responsible for effectuating transfers of Assets in accordance with the Joint Plan and otherwise satisfying the Debtors' obligations under the terms of the Joint Plan.

22. Creation of POC. On the Effective Date, the Committee shall be deemed dissolved and replaced by the POC pursuant to Article VI.J of the Joint Plan.

23. Insurance Policies. The Liquidating Trustee or Debtor Representative (as applicable) shall be granted standing, authority, power and right to assert, prosecute and/or settle Claims of the Liquidating Trust Estate and/or make a claim under any primary director and officer liability, employment practices liability, or fiduciary liability Insurance Policies based upon its powers as a Court-appointed representative of the Estates with the same or similar abilities possessed by insolvency trustees, receivers, examiners, conservators, liquidators, rehabilitators or similar officials.

24. Substantive Consolidation. As of the Effective Date, and solely for the purposes of the Chapter 11 Cases, the Liquidating Trustee shall have the right and authority to apply to the

Bankruptcy Court for a substantive consolidation of the Debtors' Estates in the event that grounds for such substantive consolidation exist.

25. Rejection of Executory Contracts. Except as set forth in the Joint Plan or this Confirmation Order, as of the Effective Date, each Executory Contract to which any of the Debtors is a party is hereby rejected as of the Effective Date unless previously assumed and/or assigned (including in connection with the Panola Sale Order [Docket No. 694], the Gilmore Sale Order [Docket No. 506], or the Clarksdale Sale Order [Docket No. ***] (collectively, the “**Sale Orders**”)), subject to a pending motion to assume and/or assign (including as set forth in the Clarksdale Sale Motion), or rejected before the Effective Date.

26. Conditions to Effectiveness. The Joint Plan shall not become effective unless the conditions set forth in Article XII of the Joint Plan have been satisfied or waived.

27. Professional Compensation. Except as provided in the Joint Plan, all Professionals shall file with the Court applications for compensation within sixty (60) days after the Effective Date. Upon the Effective Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331 in seeking retention or compensation for services rendered after such date shall terminate, and Professionals may be employed and paid in the ordinary course of business without any further notice to, or action, order, or approval of, the Court. Professional Compensation and Reimbursement Claims shall be paid in accordance with Article IV of the Joint Plan.

28. The Debtor's Professionals shall be required to hold and apply any retainers currently on hand (if any) to their respective Professional Compensation and Reimbursement Claim, to the extent such Professional Compensation and Reimbursement Claim becomes an Allowed Professional Compensation and Reimbursement Claim and/or payable in accordance

with any Final Order awarding and allowing such Professional Compensation and Reimbursement Claim. Application of such retainer shall be required prior to the payment of any portion of such Professional Compensation and Reimbursement Claims by the Liquidating Trustee. To the extent there remain any funds on retainer after application of such Allowed Professional Compensation and Reimbursement Claim, such retainers shall be promptly turned over to the Liquidating Trustee.

29. Claim Bar Dates. Any Claim subject to any Bar Date not filed by the applicable Bar Date is and shall continue to be, in accordance with such Bar Date, forever barred, released, satisfied, discharged, disallowed, and expunged by operation of this Confirmation Order, and any such Claim filed after the entry of this Confirmation Order shall automatically be deemed forever barred, released, satisfied, discharged, disallowed, and expunged without the need for further application to or Order of the Court. Nothing in the Confirmation Order shall be deemed to extend or modify the Bar Date for filing any Claim.

30. Binding Exculpation Provision. All exculpation provisions contained herein and/or in the Joint Plan, including, but not limited to those contained in Article XI.B of the Joint Plan, are approved and shall be effective and binding on all persons and entities, to the extent provided therein.

31. Binding Release Provisions. All release provisions contained herein and/or in the Joint Plan, including, but not limited to those contained in Article XI.C of the Joint Plan, are approved and shall be effective and binding on all persons and entities, to the extent provided therein; *provided, however*, that no provision of the Joint Plan or this Confirmation Order shall be construed to grant a discharge pursuant to Bankruptcy Code section 1141(d).

32. Injunctions. Except as otherwise provided in the Joint Plan or to the extent necessary to enforce the terms and conditions of the Joint Plan, this Confirmation Order, or a separate order of the Bankruptcy Court, all entities who have held, hold, or may hold Claims against or Equity Interests in the Debtors shall be permanently enjoined from taking any of the following actions against any property that is to be distributed under the terms of the Joint Plan on account of any such Claims or Equity Interests: (a) commencing or continuing, in any manner or in any place, any action or other proceeding; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any lien or encumbrance; (d) asserting a setoff, right, subrogation, or recoupment of any kind against any debt, liability, or obligation due to the Debtors; and (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Joint Plan; *provided, however*, that such entities shall not be precluded from exercising their rights pursuant to and consistent with the terms of the Joint Plan or the Confirmation Order; *provided, further*, that the foregoing shall not apply to any acts, omissions, claims, causes of action or other obligations expressly provided for and preserved by the Joint Plan or any defenses thereto. Notwithstanding the foregoing, nothing herein shall be otherwise deemed to modify, limit, amend or supersede any injunctions or stays granted in the Sale Orders.

33. Preservation of Causes of Action. Except as otherwise expressly provided in the Joint Plan or any Final Order of this Court, any and all Claims and Causes of Action of the Debtors or their Estates shall be and are hereby preserved, including as set forth in paragraphs J.7.(vi)-(x) above.

34. Reservation of Rights. Except as expressly set forth herein, the Joint Plan shall have no force or effect until the Effective Date. None of the filing of the Joint Plan, any

statement or provision contained herein, or the taking of any action by the Debtors with respect to the Joint Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors, the Committee, or Holders of Claims or Interests before the Effective Date.

35. Payment of Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930, as determined by the Court, shall be paid for each quarter (including any fraction thereof) by the Liquidating Trustee, as applicable, until the earlier of the time that a particular case is converted, dismissed, or closed.

36. Retention of Jurisdiction. On and after the Effective Date, the Court shall retain jurisdiction, to the fullest extent possible under law, over all matters arising in, arising under, and related to the Chapter 11 Cases, the Joint Plan, and the Liquidating Trust Agreement for, among other things:

- a. To determine the type, allowance, and payment of any Claims upon any objections thereto (or other appropriate proceedings) by the Liquidating Trustee or any other party-in-interest entitled to proceed in that manner;
- b. Except as otherwise limited in the Joint Plan, to recover all Assets of the Debtors and property of the Debtors' Estates, wherever located;
- c. To hear and determine any issue arising under the Joint Plan; provided, however, any action, controversy, dispute, claim, or question arising out of or relating to the right of any party to enforce, contest, and/or litigate the existence, primacy, and/or scope of available coverage and/or any defenses to coverage under the Insurance Policies shall be referred to and resolved solely in accordance with the terms and conditions of the Insurance Policies and applicable non-bankruptcy law, including, but not limited to, any choice of law, forum, or jurisdiction provision therein;
- d. To hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- e. To hear any other matter not inconsistent with the Bankruptcy Code;
- f. To enter a final decree closing the Chapter 11 Cases;
- g. To ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Joint Plan;

- h. To decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving the Debtors that may be pending on or instituted by the Liquidating Trustee after the Effective Date;
- i. To issue injunctions, enter and implement other Orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with the occurrence of the Effective Date or enforcement of the Plan, except as otherwise provided herein;
- j. To determine any other matters that may arise in connection with or relate to the Joint Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Joint Plan or Disclosure Statement;
- k. To enforce, interpret, and determine any disputes arising in connection with any stipulations, Orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases (whether or not the Chapter 11 Cases have been closed);
- l. To adjudicate any adversary proceeding or other proceeding which may be commenced against any Person or Entity arising from, related to, or in connection with (i) any Chapter 5 Action; (ii) the D&O Claims; (iii) the Tort Claims; and (iv) claims against third parties relating to the facts and circumstances surrounding the same; provided, however, that nothing in the Joint Plan or the Confirmation Order shall vest the Bankruptcy Court with exclusive jurisdiction over any claims identified in subclauses (ii) through (iv) of this subparagraph (l) or over any dispute relating to coverage under the D&O Policies;
- m. To resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;
- n. To resolve any disputes concerning whether a Person or Entity had sufficient notice of the Chapter 11 Cases, the applicable Bar Date, the hearing on the approval of the Disclosure Statement as containing adequate information, the hearing on the confirmation of the Joint Plan for the purpose of determining whether a Claim is discharged hereunder, or for any other purpose.
- o. All purposes set forth in the Joint Plan.

37. Provisions of the Joint Plan and Confirmation Order Non-Severable and Mutually

Dependent. The provisions of the Joint Plan and this Confirmation Order, including the findings of fact and conclusions of law as set forth herein, are non-severable and mutually dependent.

38. Governing Law. Except to the extent that the Bankruptcy Code or federal law is applicable, the rights, duties, and obligations arising under the Joint Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without giving effect to the principles or conflicts of law thereof.

39. Applicable Nonbankruptcy Law. Pursuant to Bankruptcy Code section 1123(a) and 1142(a), the provisions of this Confirmation Order, the Joint Plan and related documents or any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

40. Documents and Instruments. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Joint Plan and this Confirmation Order.

41. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Joint Plan, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Joint Plan.

42. Substantial Consummation. The substantial consummation of the Joint Plan, within the meaning of Bankruptcy Code section 1127, shall be deemed to have occurred on the Effective Date.

43. Notice of Entry of Confirmation Order and Effective Date. The form of notice of Effective Date and entry of this Confirmation Order, attached hereto as Exhibit B (the “**Effective Date Notice**”), provides adequate and reasonable notice and is hereby approved. As soon as

practicable after the Effective Date, the Liquidating Trustee shall file and serve the Effective Date Notice on the following parties: (i) all parties filing a notice of appearance and request for service pursuant to Bankruptcy Rule 2002 in the Chapter 11 Cases; (ii) state, provincial, and local taxing authorities in which the Debtors did business; (iii) the Internal Revenue Service; (iv) the Securities and Exchange Commission; (v) the United States Attorney for the District of Tennessee; (vi) Holders of Claims or Corporate Interests; (vii) all counterparties to executory contracts and unexpired leases with the Debtors; (viii) the U.S. Trustee; and (ix) all persons or entities listed on the Debtors' creditor mailing matrix.

44. For the avoidance of doubt, nothing in the Joint Plan or this Confirmation Order shall (a) be deemed to release, exculpate, discharge or otherwise waive any Chapter 5 Actions or any other Claims or Causes of Action preserved by the Joint Plan; (b) contravene, reverse, override, or otherwise change the terms, conditions, decretals, orders, mandates, claims, interests, priorities, or other provisions previously approved by the Bankruptcy Court as set forth in the Sale Orders, as amended or modified; or (c) be deemed to alter, modify, or expand in any way the rights or immunities set forth in the Nonprofit Act, including, but not limited to, sections 48-58-601 and 48-58-702.

45. Waiver of Stay. The stay of this Confirmation Order provided by any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h), and 6006(d)), whether for fourteen (14) days or otherwise, is hereby waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Court.

46. Inconsistency. To the extent of any inconsistency between this Confirmation Order and the Joint Plan, this Confirmation Order shall govern.

47. No Waiver. The failure to specifically include any particular provision of the Joint Plan in this Confirmation Order shall not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of this Court that the Joint Plan is confirmed in its entirety and incorporated herein by reference.

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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*Co-Counsel for the Official Committee of
Unsecured Creditors of Curae Health, Inc., et al.*

Exhibit A

Joint Plan

68282373.5

Exhibit B

Notice of Effective Date

68282373.5

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

In re:

Curae Health, Inc., *et al.*¹

1721 Midpark Road, Suite C300
Knoxville, TN 37921

Debtors.

Chapter 11

Lead Case No. 18-05665

Judge Walker

Jointly Administered

**NOTICE OF (I) ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF
LAW, AND ORDER CONFIRMING THE JOINT CHAPTER 11 PLAN OF
LIQUIDATION OF CURAE HEALTH, INC., *et al.* AND (II) EFFECTIVE
DATE**

PLEASE TAKE NOTICE that an order (the “**Confirmation Order**”) of the Honorable Charles M. Walker, United States Bankruptcy Judge for the Middle District of Tennessee, confirming and approving the *Joint Chapter 11 Plan of Liquidation* of Curae Health, Inc. *et al.* [Docket No. 834] (including all exhibits thereto and as the same may be amended, modified, or supplemented from time to time, the “**Joint Plan**”) was entered on May ●, 2019 [Docket No. ●].

PLEASE TAKE FURTHER NOTICE that, all conditions precedent to effectiveness pursuant to Article XII of the Joint Plan have been satisfied or waived. Therefore, ● ●, 2019, is the Effective Date of the Joint Plan.

PLEASE TAKE FURTHER NOTICE that the Joint Plan and its provisions are binding on, among others, the Debtors, all Holders of Claims and Corporate Interests (irrespective of whether such Claims or Corporate Interests are impaired under the Joint Plan or whether the Holders of such Claims have voted to accept or reject the Joint Plan), and any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors, as provided in the Joint Plan.

PLEASE TAKE FURTHER NOTICE all final requests for payment of Professional Compensation and Reimbursement Claims (the “**Final Fee Applications**”) must be filed no later than ●, 2019 (*i.e.*, sixty (60) days after the Effective Date). The procedures for processing Final Fee Applications are set forth in the Joint Plan. If a Professional does not timely submit a Final Fee Application, such Professional shall be forever barred from seeking payment of such Professional Compensation and Reimbursement Claim from the Debtors, their Estates, or the Liquidating Trust.

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).

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PLEASE TAKE FURTHER NOTICE that requests for payment of Administrative Expense Claims (other than Professional Compensation and Reimbursement Claims) against the Debtors that arose, accrued or otherwise became due and payable at any time on or after August 24, 2018, but on or before the Effective Date (the “**Administrative Claims Period**”) must be filed with the Bankruptcy Court and served on the Debtors or Post-Effective Date Debtors, as applicable, no later than ●, 2019 (*i.e.*, sixty (60) days after the Effective Date) (the “**Administrative Bar Date**”). Holders of Administrative Expense Claims that arose, accrued, or otherwise became due during the Administrative Claims Period that do not file requests for the allowance and payment thereof on or before the Administrative Bar Date shall forever be barred from asserting such Administrative Expense Claims against the Debtors, their Estates, or the Liquidating Trust.

PLEASE TAKE FURTHER NOTICE that as set forth in Article VI of the Joint Plan, except as otherwise provided therein, all Executory Contracts and Unexpired Leases which have not been assumed are rejected as of the Effective Date. If the rejection by the Debtors, pursuant to the Joint Plan, of an Executory Contract or Unexpired Leases gives rise to a Claim, such Claim shall be forever Disallowed, barred, and discharged in its entirety, and shall not be enforceable against the Debtors, the Liquidating Trust, or the Estates unless a proof of Claim is filed and served on the Debtors or the Liquidating Trust and their counsel within thirty (30) days after the Confirmation Date.

PLEASE TAKE FURTHER NOTICE that pursuant to Bankruptcy Rule 2002, after the Effective Date, to continue to receive notices pursuant to Bankruptcy Rule 2002, all Creditors and other parties in interest who are not included in the Post-Effective Date Notice List must file a renewed notice of appearance with the Bankruptcy Court requesting receipt of documents pursuant to Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE that copies of the Joint Plan can be obtained from Polsinelli PC by: (a) email to Polsinelli PC at cewang@polsinelli.com; (b) calling (404) 253-6016; or (c) mail at Polsinelli PC, RE: Curae Health Inc., et al., Attn: Caryn Wang, 1201 West Peachtree Street NW, Atlanta, GA 30309.

Dated: May __, 2019
Nashville, Tennessee

POLSINELLI P.C.

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*Co-Counsel for the Official Committee of
Unsecured Creditors of Curae Health, Inc.,
et al.*

Exhibit 2

Redline of Proposed Confirmation Order

68522944.1

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

In re:

Curae Health, Inc., *et al.*¹

1721 Midpark Road, Suite C300
Knoxville, TN 37921

Debtors.

Chapter 11

Lead Case No. 18-05665

Judge Walker

Jointly Administered

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
CONFIRMING THE JOINT CHAPTER 11 PLAN OF LIQUIDATION OF
CURAE HEALTH, INC., ET AL.**

Curae Health, Inc., *et al.* (collectively, as defined herein the “**Debtors**”), the debtors-in-possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the Official Committee of Unsecured Creditors (the “**Committee**”) appointed in these Chapter 11 Cases having filed: (a) the *Joint Chapter 11 Plan of Liquidation* [Docket No. 834] (as subsequently revised or amended, the “**Joint Plan**”);² (b) *Disclosure Statement for Joint Chapter 11 Plan of Liquidation* [Docket No. 835] (the “**Disclosure Statement**”); (c) the *Debtors’ Motion for an Order (I) Approving Disclosure Statement; (II) Establishing Forms and Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan; (III) Establishing Deadline and Procedures for Filing Objections to the Confirmation of the Plan; and (IV) Granting Related Relief* [Docket No. 700] (the “**Disclosure Statement and Procedures Motion**”); (d) the *Declaration of Kevin Martin of BMC Group, Inc. Regarding Voting and Tabulation of Ballots Accepting and Rejecting the Joint Chapter 11 Plan of Liquidation of Curae Health, Inc., et al.*

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); Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); and Clarksdale Regional Physicians, LLC (5311).

² All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Joint Plan.

[Docket No. [***1015](#)] (the “**Tabulation Declaration**”); (e) the *Amended Declaration of Stephen N. Clapp, Chief Executive Officer of Curae Health, Inc. in Support of Confirmation of the Joint Chapter 11 Plan of Liquidation of Curae Health, Inc., et al.* [Docket No. [***1021](#)] (the “**Confirmation Declaration**”); and (f) the *Debtors’ Memorandum of Law in Support of Entry of an Order Confirming the Joint Chapter 11 Plan of Liquidation of Curae Health, Inc., et al.* [Docket No. [***1012](#)] (the “**Confirmation Memorandum**”); and the Court having entered the *Order (I) Approving Disclosure Statement; (II) Establishing Forms and Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan; (III) Establishing Deadline and Procedures for Filing Objections to the Confirmation of the Plan; and (IV) Granting Related Relief* [Docket No. 841] (the “**Disclosure Statement and Procedures Order**”), approving, among other things, the contents of the Solicitation Package (as defined therein), and the solicitation procedures and tabulation procedures; and the Court having conducted an evidentiary hearing to consider confirmation of the Joint Plan on May 9, 2019 (the “**Confirmation Hearing**”); and upon adequate and sufficient notice of the Joint Plan, the Solicitation Package, all related documents, procedures, and deadlines, and the Confirmation Hearing to all known creditors and parties-in-interest; and any responses or objections to confirmation of the Joint Plan raised at or prior to the Confirmation Hearing (collectively, the “**Objections**”) having been resolved, overruled, or withdrawn prior to or during the Confirmation Hearing; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, the Court hereby finds and determines that:

FINDING OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions. The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute the Court’s findings of fact and conclusions of

law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding. The Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. Approval of the confirmation of the Joint Plan is a core proceeding pursuant to 28 U.S.C. § 157(b), and this Court has jurisdiction to enter a final order with respect thereto. The Debtors are eligible debtors under Bankruptcy Code section 109. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtors and the Committee are the plan proponents in accordance with Bankruptcy Code section 1121. On August 24, 2018 (the “**Petition Date**”), the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code.

C. The Committee. On September 6, 2018, the Office of the United States Trustee for the Middle District of Tennessee (the “**U.S. Trustee**”) appointed the Committee.

D. Disclosure Statement and Procedures Order Compliance. The Debtors and the Committee have complied with the Disclosure Statement and Procedures Order, including the solicitation process, in all respects.

E. Burden of Proof. The Debtors and the Committee have the burden of proving the elements of Bankruptcy Code sections 1125 and 1129(a) and (b) by a preponderance of the evidence. The Debtors and the Committee have met their burden with respect to each Debtor and each element of Bankruptcy Code sections 1125 and 1129.

F. Voting. As evidenced by the Tabulation Declaration, votes to accept or reject the Joint Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with

the Bankruptcy Code and the Bankruptcy Rules, the solicitation process set forth in the Disclosure Statement and Procedures Order, and applicable nonbankruptcy law.

G. Solicitation. The Solicitation Packages were transmitted and served in compliance with the Bankruptcy Code, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, and the Disclosure Statement and Procedures Order. The form of ballots adequately addressed the particular needs of the Chapter 11 Cases and is appropriate to the Holders of Claims in Class 5, Class 6, and Class 7 (collectively, the “**Voting Classes**”), which are impaired under the Joint Plan, and may receive a distribution under the Joint Plan, and whose votes were, therefore, solicited. Further:

- (1) The period during which the Debtors and the Committee solicited acceptances of the Joint Plan was reasonable under the circumstances of the Chapter 11 Cases and enabled voting claimants to make an informed decision to accept or reject the Joint Plan.
- (2) The Debtors and the Committee were not required to solicit the votes from the Holders of Claims or Equity Interests from the following Classes (the “**Deemed to Accept Classes**”) as each such Class is unimpaired under the Joint Plan and conclusively presumed to have accepted it: Class 1 (Priority Non-Tax Claims); Class 2 (Alleged ServisFirst Secured Claim); Class 3 (Alleged CHS Secured Claim); and Class 4 (Secured Claims of Other Lienholders).
- (3) The Debtors and the Committee were not required to solicit votes from the Holders of Claims or Equity Interests in Class 8 (Corporate Interests) (the “**Deemed to Reject Class**”, and together with the Deemed to Accept Classes, the “**Non-Voting Classes**”), as such Class will receive no recovery under the Joint Plan and is deemed to reject it.
- (4) As described in the Tabulation Declaration and Confirmation Declaration, the transmittal and service of the Solicitation Packages was timely, adequate, and sufficient under the circumstances. The solicitation of votes on the Joint Plan complied with the Disclosure Statement and Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and other applicable rules, laws, and regulations. In connection therewith, the Debtors, the Committee, and any of their affiliates, members, managers, shareholders, partners,

employees, attorneys, and advisors of the foregoing are entitled to the protection of Bankruptcy Code section 1125(e).

H. Good Faith. The Joint Plan was negotiated in good faith and at arm's length, and the Debtors and the Committee have not engaged in any collusive or unfair conduct in connection with the Joint Plan.

I. Notice. As evidenced by the Tabulation Declaration and Confirmation Declaration, the transmittal and service of the Solicitation Packages were adequate and sufficient under the circumstances, and all parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to confirmation of the Joint Plan) have been given due, proper, timely, and adequate notice in accordance with the Disclosure Statement and Procedures Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, and applicable nonbankruptcy law, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

J. Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Joint Plan complies with the applicable provisions of the Bankruptcy Code (including, but not limited to, Bankruptcy Code sections 1122 and 1123, as set forth below) and, as required by Bankruptcy Rule 3016, the Joint Plan is dated and identifies the Debtors and the Committee as plan proponents, thereby satisfying Bankruptcy Code section 1129(a)(1).

1. Classification and Treatment of Claims (11 U.S.C. §§ 1122 and 1123(a)(1)-(4)): Pursuant to Bankruptcy Code sections 1122(a) and 1123(a)(1), the Joint Plan designates separate classes of Claims and Corporate Interests, other than Administrative Expense Claims, Priority Claims, and other unclassified Claims set forth in the Plan, each of which contains only Claims or Corporate Interests that are substantially similar to the other claims within the relevant Class. The Joint Plan does

not contain any “convenience” Class, and Bankruptcy Code section 1122(b) is inapplicable. Pursuant to Bankruptcy Code sections 1123(a)(2) through (4), the Joint Plan specifies each Class of Claims that is not impaired, specifies the treatment of each Class of Claims and Corporate Interests that is impaired, and provides the same treatment for each Claim or Corporate Interest within a particular class.

2. Adequate Means for Implementation of the Plan (11 U.S.C. § 1123(a)(5)):

The Joint Plan sets forth adequate means for its implementation. The Joint Plan sets forth in detail the mechanisms for carrying out the Joint Plan. Among other things, the Joint Plan provides for the establishment of the Liquidating Trust and appointment of the Liquidating Trustee on or before the Effective Date. On the Effective Date, the Estates’ titles to all of the Assets (other than the D&O Claims and Tort Claims, which shall revest in the applicable Debtor(s) and may be pursued by the Debtor Representative) shall automatically pass to the Liquidating Trust, free and clear of all claims and equity interests in accordance with Bankruptcy Code section 1141. Notwithstanding the foregoing, the Debtors and Committee’s right to modify the Joint Plan to exclude certain Assets from transfer to the Liquidating Trust is reserved. This Confirmation Order shall constitute a determination that the transfers of the Assets to the Liquidating Trust are legal and valid to the maximum extent permitted by applicable law and the Bankruptcy Code.

3. The D&O Claims, Tort Claims, and rights in and proceeds of any Insurance Policies necessary for the prosecution of all such Causes of Action will revest in the applicable Debtor(s) on the Effective Date, and the Debtor Representative shall be authorized to institute and prosecute through final judgment or settlement the D&O

Claims and Tort Claims in his discretion. The proceeds (but not the underlying Claims and/or Causes of Action) of the D&O Claims and Tort Claims shall be made available and transferred to the Liquidating Trust for distribution in accordance with the Plan upon entry of a final judgment or settlement.

4. The powers and authority of the Liquidating Trustee and any limitations thereon are set forth in the Joint Plan and are further defined by the Liquidating Trust Agreement. Consistent with the terms of the Liquidating Trust Agreement and/or the Joint Plan, the Liquidating Trustee and the Debtor Representative may commit the Liquidating Trust or the Estates, as the case may be, to payment of reasonable compensation to attorneys, accountants, financial advisors, and other professionals for services rendered and expenses incurred. A law firm or other professional shall not be disqualified from being employed by or rendering services to the Liquidating Trustee and/or the Debtor Representative solely because of its current or prior retention as counsel or professional to the Committee or the Debtors in these Chapter 11 Cases.

5. The Court finds and determines that the transfers of any of the Estates' Assets to the Liquidating Trust and/or the revestment of any of the Estates' Assets in the Debtors as of the Effective Date shall be valid and enforceable to the maximum extent permissible under applicable law, including the Bankruptcy Code and the Supremacy Clause of the United States Constitution.

6. Nonvoting Equity Securities and Selection of Officers and Directors (11 U.S.C. §§ 1123(a)(6) and (7)): Bankruptcy Code sections 1123(a)(6) and (7) are not applicable because each Debtor is either a nonprofit corporation or has as its sole member a Debtor nonprofit corporation, and the Joint Plan calls for the liquidation of the Debtors

and does not provide for (i) the issuance of any interests in any reorganized debtor or (ii) the selection of officers and directors.

7. Discretionary Provisions (11 U.S.C. §§ 1123(b)(1)-(6)): The discretionary provisions of the Joint Plan, including those discussed below, comply with Bankruptcy Code section 1123 and are not inconsistent with other applicable provisions of the Bankruptcy Code.

(i) Impairment of Claims and Interests (11 U.S.C. § 1123(b)(1)): The Joint Plan properly identifies and impairs or leaves unimpaired, as the applicable case may be, each Class of Claims and Corporate Interests.

(ii) Contracts and Leases (11 U.S.C. § 1123(b)(2)): Except as otherwise provided in the Joint Plan, [the Clarksdale Sale Order](#), or in any contract, instrument, release, or other agreement or document entered into in connection with the Joint Plan, all Executory Contracts and Unexpired Leases of the Debtors will be deemed rejected, as of the Effective Date, other than Executory Contracts and Unexpired Leases that were previously assumed, assumed and assigned, or rejected by Final Order of the Bankruptcy Court (which contracts will be treated in accordance with such Final Order). This Confirmation Order shall constitute an Order approving the foregoing rejection.

(iii) Notwithstanding the foregoing or anything else to the contrary in this Confirmation Order, (i) the Postpetition Agreements shall not be deemed rejected, and shall instead revert in the Debtors pursuant to, and shall be treated consistent with, Article VI.D of the Joint Plan; and (ii) the Debtors' Insurance Policies shall be treated consistent with Article VI.C of the Joint Plan.

(iv) This Confirmation Order shall constitute a determination that no default by any Debtor exists with respect to any of the Insurance Policies requiring Cure, and that nothing in any prior Order, any prior agreements, or this Plan shall be construed or applied to modify, impair, or otherwise affect the enforceability of the Insurance Policies or any coverage thereunder with regard to any Claims or Causes of Action, including the D&O Claims. The Joint Plan shall be liberally construed to protect the interests of all Creditors in all Causes of Action and to limit any Claims against the Estates.

(v) This Confirmation Order shall constitute a determination that no default by the Debtors exists with respect to any Postpetition Agreements, including, but not limited to, ~~the MedHost RC Agreements,~~ the Interim Management Services Agreement, and the MSA, requiring Cure, and that nothing in any prior Order, any prior agreements, or the Joint Plan shall be construed or applied to modify, impair, or otherwise affect the enforceability of the Postpetition Agreements against any counterparty thereto. The Joint Plan shall be liberally construed to protect the interests of the Estates with respect to the Postpetition Agreements. Notwithstanding the foregoing, this Confirmation Order shall not constitute a determination that no default by the Debtors exists with respect to the MedHost RC Agreements.

(vi) Retention, Enforcement, and Settlement of Claims of the Debtors and Their Estates (11 U.S.C. § 1123(b)(3)): With respect to the retention and enforcement of Claims and Causes of Action of the Debtors and their Estates after the Effective Date, the Joint Plan provides that, except as otherwise expressly

provided in the Joint Plan, any and all such Claims and Causes of Action are reserved and preserved, and the Liquidating Trustee and the Debtor Representative, as applicable, shall retain and preserve for the benefit of all creditors all rights to commence, pursue, and settle, as appropriate, any and all such Claims and Causes of Action on the terms set forth in the Joint Plan. The Debtor and Estate Claims and Causes of Action reserved and preserved by the Plan include, without limitation, the Causes of Action set forth in the Joint Plan's definition of "Causes of Action," all legal and equitable defenses against any Claim or Cause of Action asserted against the Debtors, and all Claims, demands, and Causes of Action of any kind or nature whatsoever held by, through, or on behalf of the Debtors and/or the Estates against any other Person or Entity, that have not otherwise been resolved or disposed of.

(vii) The Joint Plan's reservation and preservation of Claims and Causes of Action of the Debtors and their Estates is adequate and sufficient to reserve, retain, and preserve all such Claims and Causes of Action other than those Claims and Causes of Action that are expressly waived, relinquished, exculpated, released, compromised, or settled in the Joint Plan, [this Order](#), or another Order of this Court.

(viii) The Joint Plan's reservation and preservation of Claims and Causes of Action of the Debtors and their Estates and the disclosures set forth in Article III.A.7 of the Disclosure Statement are adequate and sufficient to provide notice to Creditors and other parties in interest about the types and categories of Claims and Causes of Action reserved and preserved. No Person or party in interest may rely

on the absence of a specific reference in the Plan or the Disclosure Statement to any Claim and/or Cause of Action against them as any indication that the Debtors, the Committee, Debtor Representative, Liquidating Trustee, or the Liquidating Trust, as applicable, will not pursue any and all available Claims and/or Causes of Action against them. No preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Claims and/or Causes of Action upon, after, or as a consequence of the Plan's confirmation or occurrence of the Effective Date.

(ix) The Joint Plan's reservation and preservation of Claims and Causes of Action of the Debtors and their Estates and the foregoing subparagraphs J.7.vi-viii are consistent with Sixth Circuit precedent, including *Nestle Waters N. Am., Inc. v. Mt. Glacier LLC*, 877 F.3d 246 (6th Cir. 2017) and *Browning v. Levy*, 283 F.3d 761 (6th Cir. 2002).

(x) The recoveries and proceeds from the Claims and Causes of Actions reserved and preserved under the Joint Plan will be used to satisfy the Claims of Creditors under the Joint Plan. The Liquidating Trustee and Debtor Representatives are appropriate representatives of the Estates to prosecute and pursue the Claims and Causes of Action (including the proceeds thereof) reserved and preserved under the Joint Plan.

(xi) Sale of Property and Distribution of Proceeds (11 U.S.C. § 1123(b)(4)): The Joint Plan provides for the transfer of the Assets (other than the D&O Claims and Tort Claims, which shall revert in the Debtors and may be

pursued by the Debtor Representative as provided in the Joint Plan) to the Liquidating Trust for the sole and exclusive benefit of the beneficiaries of the Liquidating Trust, but subject to the provisions of the Joint Plan and the Liquidating Trust Agreement. The transfer and any subsequent sale or other disposition of any such Assets pursuant to the Plan shall not be subject to any transfer or similar taxes pursuant to section 1146(c) of the Bankruptcy Code.

(xii) Other Provisions Not Inconsistent with the Bankruptcy Code (11 U.S.C. § 1123(b)(6)): The Joint Plan includes additional provisions that are not inconsistent with the applicable provisions of the Bankruptcy Code, including: (i) provisions governing distributions on account of Allowed Claims, particularly as to the timing and calculation of amounts to be distributed; (ii) procedures for resolving Disputed Claims and making distributions on account of such Claims once resolved; (iii) provisions regarding the severability of Plan provisions; and (iv) certain release, exculpation, and injunction provisions.

8. Special Provisions in Individual Cases (11 U.S.C. § 1123(c)): Because the Debtors are not individuals, Bankruptcy Code section 1123(c) is not applicable.

9. Cure of Default (11 U.S.C. § 1123(d)): Because the Joint Plan does not propose to cure any default, Bankruptcy Code section 1123(d) is not applicable.

K. The Debtors' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)).

The Debtors have complied with all the applicable provisions of the Bankruptcy Code, satisfying the requirements of Bankruptcy Code section 1129(a)(2).

L. Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Joint Plan has been proposed in good faith and not by any means forbidden by law, thereby satisfying the requirements of Bankruptcy Code section 1129(a)(3).

M. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Any payment made or to be made by the Debtors, or by any person issuing securities or acquiring property under the Joint Plan, for services or for costs and expenses in or in connection with the Chapter 11 Cases, or in connection with the Joint Plan and incident to the Chapter 11 Cases, has been approved by, or is subject to the approval of, the Court as reasonable, thereby satisfying the requirements of Bankruptcy Code section 1129(a)(4).

N. Plan Administrator, Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have complied with Bankruptcy Code section 1129(a)(5). The Debtors are liquidating and, therefore, Bankruptcy Code section 1129(a)(5) is not applicable. To the extent Bankruptcy Code section 1129(a)(5) is applicable, it is satisfied through the identification of the Liquidating Trustee and Debtor Representative, who are appointed as representatives of the Estates pursuant to Bankruptcy Code section 1123(b)(3)(B), and whose appointments are consistent with the interests of the creditors and public policy.

O. No Rate Changes (11 U.S.C. § 1129(a)(6)). After confirmation of the Joint Plan, the Debtors' businesses will not involve rates established or approved by, or otherwise subject to, any governmental regulatory commission. Therefore, Bankruptcy Code section 1129(a)(6) is not applicable.

P. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). The Joint Plan satisfies Bankruptcy Code section 1129(a)(7). The Liquidation Analysis (as amended and filed with the Court prior to the Confirmation Hearing) and other evidence proffered or adduced at the

Confirmation Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence, and (iii) establishes that each Holder of an impaired Claim or Corporate Interest either has accepted the Joint Plan or will receive or retain under the Joint Plan, on account of such Claim or Corporate Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

Q. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Class 1 (Priority Non-Tax Claims), Class 2 (Alleged ServisFirst Secured Claim), Class 3 (Alleged CHS Secured Claim), and Class 4 (Secured Claims of Other Lienholders) are unimpaired and deemed to accept the Joint Plan. Class 5 (General Unsecured Claims) has voted to accept the Joint Plan in accordance with Bankruptcy Code section 1126(c). However, Bankruptcy Code section 1129(a)(8) has not been satisfied because Class 6 (Deficiency Claim of ServisFirst) and Class 7 (Deficiency Claim of CHS) rejected the Joint Plan pursuant to Bankruptcy Code section 1126(g), and Class 8 (Corporate Interests) is deemed to reject the Joint Plan. However, as set forth below, the Joint Plan is confirmable because it satisfies the nonconsensual confirmation requirements of Bankruptcy Code section 1129(b).

R. Treatment of Administrative Expense Claims and Certain Priority Claims (11 U.S.C. § 1129(a)(9)). The Plan provides for payment of Allowed Administrative Expense Claims, Allowed Priority Tax Claims, and Allowed Priority Non-Tax Claims in full. Accordingly, the treatment of such Claims satisfies Bankruptcy Code sections 1129(a)(9)(A), (B), (C), and (D), as applicable.

S. Acceptance by Impaired Classes (11 U.S.C. § 1129(a)(10)). At least one Class of Claims that is Impaired under the Joint Plan has accepted the Joint Plan, determined without

including any acceptance of the Joint Plan by an insider, thereby satisfying the requirements of Bankruptcy Code section 1129(a)(10).

T. Feasibility (11 U.S.C. § 1129(a)(11)). Confirmation of the Joint Plan is not likely to be followed by the liquidation of the Debtors other than as set forth in the Joint Plan itself, thereby satisfying Bankruptcy Code section 1129(a)(11).

U. Payment of Fees (11 U.S.C. § 1129(a)(12)). The Joint Plan provides that all fees due and payable pursuant to 28 U.S.C. § 1930 shall be payable by the Debtors within thirty (30) days after the Effective Date.

V. Inapplicable Provisions (11 U.S.C. § 1129(a)(13)–(15)). The Debtors (i) no longer maintain any retirement plans or other benefit obligations, (ii) do not have domestic support obligations, and (iii) are not individuals; accordingly, Bankruptcy Code sections 1129(a)(13)–(15) are not applicable to the Joint Plan.

W. Transfers of Property (11 U.S.C. § 1129(a)(16)). All transfers of property contemplated by the Joint Plan comply with applicable nonbankruptcy law by a corporation or trust that is not a moneyed, business, or commercial trust, thereby satisfying Bankruptcy Code section 1129(a)(16).

X. Fair and Equitable, No Unfair Discrimination (11 U.S.C. § 1129(b)). Based upon the evidence proffered, adduced, and presented by the Debtors at the Confirmation Hearing, the Joint Plan does not discriminate unfairly against, and is fair and equitable with respect to the Deemed to Reject Class, Class 6, and Class 7 as required by Bankruptcy Code section 1129(b)(1) and (b)(2) because, among other things, the placement of the Claims and Corporate Interests in those Classes are reasonable and necessary for the effectuation of the Joint Plan, and no Holders of Claims or Corporate Interests junior to the Holders in those Classes will receive or retain any

property under the Joint Plan. Therefore, the Joint Plan may be confirmed notwithstanding the rejection of the Joint Plan by the Deemed to Reject Class, Class 6, and Class 7.

Y. Only One Plan (11 U.S.C. § 1129(c)). The Joint Plan is the only plan filed in the Chapter 11 Cases, and accordingly, Bankruptcy Code section 1129(c) is inapplicable in the Chapter 11 Cases.

Z. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Joint Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, and no governmental unit has objected to the confirmation of the Joint Plan on any such grounds. Therefore, the Joint Plan satisfies the requirements of Bankruptcy Code section 1129(d).

AA. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Court, the Debtors, the Committee, and each of the Debtors' and Committee's agents, successors, predecessors, control persons, members, officers, directors, employees, and agents and their respective attorneys, financial advisors, investment bankers, accountants, and other professionals retained by such persons, in each case have acted in "good faith" within the meaning of Bankruptcy Code section 1125(e) in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and any applicable nonbankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with all their respective activities relating to the solicitation of acceptance to the Joint Plan and their participation in the activities described in Bankruptcy Code section 1125, and therefore are not, and on account of such offer, issuance, and solicitation will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptance or rejections of the Joint Plan and are entitled

to the protections afforded by Bankruptcy Code section 1125(e) and, solely to the extent such parties are identified therein, the exculpation provisions found in Article XI.B of the Joint Plan.

BB. Implementation. All documents necessary to implement the Joint Plan, and all other relevant and necessary documents have been developed and negotiated in good faith and at arm's length and shall, upon completion of documentation and execution, and subject to the occurrence of the Effective Date, be valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

CC. Limited Consolidation. The limited consolidation of the Estates pursuant to Article VII.P of the Joint Plan, and subject to Articles VII.E and VII.Q of the Joint Plan, is necessary and critical to implement the Joint Plan.

DD. Releases, Exculpations, and Injunctions. The Court has jurisdiction under 28 U.S.C. §§ 157 and 1334 to approve the releases, exculpations, and injunctions set forth in Article XI of the Joint Plan, including the releases set forth in Articles XI.C and XI.D of the Joint Plan, the exculpations set forth in Article XI.B of the Joint Plan, and the injunction set forth in Article XI.E of the Joint Plan. Pursuant to Bankruptcy Code sections 105(a) and 1123(b)(3), and Bankruptcy Rule 9019(a), approval of the releases, exculpations, and injunctions contained in the Joint Plan is warranted, as established by the record in the Chapter 11 Cases, because such provisions: (i) are essential to the formulation and implementation of the Joint Plan, (ii) confer substantial benefits on the Debtors' Estates, (iii) are fair, equitable, reasonable, and necessary under the circumstances, and (iv) are in the best interests of the Debtors and their Estates. Further, such releases, exculpations, and injunctions are (a) essential means of implementing the Joint Plan pursuant to Bankruptcy Code section 1123(a)(5), (b) in the best interests of the Debtors and their Estates, creditors, and interest holders, and (c) consistent with Bankruptcy

Code sections 105, 1123, 1129, and other applicable provisions of the Bankruptcy Code. The record of the Confirmation Hearing is sufficient to support the exculpation provision set forth in Article XI.B and the releases provided for in Article XI.C and XI.D, and the related injunction in Article XI.E. of the Joint Plan. Accordingly, based on the representations of the parties, and/or the evidence proffered, adduced, and/or presented and the Confirmation Hearing, this Court finds that the exculpation provisions set forth in Article XI.B, the releases set forth in Articles XI.C and XI.D, and the related injunction in Article XI.A, of the Joint Plan are consistent with the Bankruptcy Code and applicable law, as modified by this Confirmation Order.

EE. Notwithstanding anything to the contrary in the Joint Plan or this Confirmation Order, the Debtors' directors and officers included in the Joint Plan's definition of "Released Parties" (as modified by this Confirmation Order) shall only be deemed released by the Debtors and the Estates from Claims, obligations, debts, rights, suits, damages, Causes of Action, remedies, and liabilities (i) to the extent the Debtors' directors and officers are immune from suit under T.C.A. § 48-58-601; (ii) for conflicted transactions solely to the extent consistent with and subject to T.C.A. § 48-58-702; and (iii) for monetary damages for breach of fiduciary duty solely to the extent eliminated, if at all, pursuant to the Debtors' charters and bylaws, consistent with and subject to the provisions of T.C.A. §§ 48-51-101 *et seq.* For the avoidance of doubt, the Debtors' directors and officers not included in the Joint Plan's definition of "Released Parties" (as modified by this Confirmation Order) are not deemed released pursuant to any terms of the Plan, any related documents, or this Confirmation Order.

FF. Based on the foregoing, the Joint Plan satisfies the requirements for confirmation set forth in Bankruptcy Code section 1129.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Record. The record of the Confirmation Hearing shall be and hereby is adopted by the Court and shall be and hereby is closed.

2. Notice of Confirmation Hearing. Notice of the Confirmation Hearing complied with the terms of the Disclosure Statement and Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code and Bankruptcy Rules.

3. Solicitation. The solicitation of votes on the Joint Plan complied with the Disclosure Statement and Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and applicable nonbankruptcy law.

4. Confirmation of the Joint Plan. The Joint Plan, attached hereto as Exhibit A, and all exhibits thereto, including the Liquidating Trust Agreement, are approved in all respects. The terms of the Joint Plan are an integral part of this Confirmation Order.

5. Objections Resolved or Overruled. All Objections, responses, statements, and comments in opposition to the Joint Plan, other than those withdrawn, waived, settled prior to, or on the record at, the Confirmation Hearing, or resolved as set forth herein, shall be, and hereby are, overruled in their entirety.

6. HHS Objection. HHS Culinary & Nutritional Solutions, LLC (“**HHS Culinary**”) and HHS Environmental Services (“**HHS Environmental**,” together with HHS Culinary and each of their affiliates, “**HHS**”) filed an objection to confirmation of the Joint Plan [Docket No. 947] (the “**HHS Objection**”). The HHS Objection shall be deemed withdrawn.

7. MDOM Objection. State of Mississippi, Mississippi Division of Medicaid (“**MDOM**”) filed an objection to confirmation of the Joint Plan [Docket No. 948] (the “**MDOM Objection**”). At the Confirmation Hearing, the Debtors, Committee, CHS, and MDOM announced that that they had reached a resolution with respect to the matters set forth in the MDOM Objection on the following terms, which, notwithstanding anything to the contrary in the Joint Plan and subject to entry of the Clarksdale Sale Order [Docket No. ***] and the occurrence of the Effective Date, shall be binding upon the Debtors, Committee, CHS, and MDOM:

- a. On the Effective Date, CHS or its affiliate Clarksdale HMA, LLC shall pay \$1,008,134.12 to MDOM in satisfaction of MDOM’s claim against the Debtors for failure to pay certain obligations, penalties, and interest owed to MDOM relating to the Clarksdale Hospital including but not limited to the MHAP, DSH, and Hospital Assessments (the “**MDOM Obligations**”) arising on or before December 31, 2018 (the “**Effective Time**”):
- b. CHS or its affiliate Clarksdale HMA, LLC shall pay to MDOM all MDOM Obligations owed in connection with the Clarksdale Hospital that have come due after the Effective Time and through May 9, 2019 in the total amount of \$914,880.76;
- c. The payments set forth in Paragraphs 7(a) and 7(b) above shall fully and completely satisfy all claims of MDOM relating to the Clarksdale Hospital through May 9, 2019;
- d. Upon receipt of the payments set forth in Paragraphs 7(a) and 7(b) above, MDOM shall direct its CCOs to pay to Clarksdale HMA, LLC \$2,111,072.67, representing the MHAP/DSH payments related to the Clarksdale Hospital that are due through May 9, 2019 and shall continue to pay the MHAP payments to Clarksdale HMA, LLC going forward in accordance with state law. For the avoidance of doubt, nothing contained in this Confirmation Order shall create any contractual rights between MDOM and CHS or its affiliate Clarksdale HMA, LLC as to future obligations of the Clarksdale Hospital, if any, or as to the future payment obligations of MDOM, if any. In addition, MDOM shall promptly refund to Clarksdale HMA, LLC the amount of \$606,819.00 which was previously paid to MDOM by Clarksdale HMA, LLC (the “**Deposit Amount**”); provided, however, that CHS and/or Clarksdale HMA, LLC may elect to apply the Deposit Amount as a setoff against any future amounts owed to MDOM; and

e. Upon the occurrence of the Effective Date, and excluding the obligations of the Debtors, MDOM, CHS and Clarksdale HMA, LLC (the “Clarksdale MDOM Settling Parties”) under this Confirmation Order, each of the Clarksdale MDOM Settling Parties irrevocably releases and discharges the others and each of their respective employees, agents, officers, directors, attorneys, representatives, independent contractors, subsidiaries, affiliates, assignees, licensees, predecessors, and successors in interest from any and all claims, demands, complaints, damages, suits, debts, dues, sums, controversies, liens, accounts, obligations, costs, expenses, accounts, promises, indemnifications, causes of action or actions, losses, and liabilities of every kind and nature whatsoever, whether at law or in equity, whether now known or unknown, liquidated or unliquidated, direct or indirect, due or to become due, contingent or otherwise, suspected or unsuspected, whether arising pre- or post-petition, of any kind, nature or priority, which they now have or hold, or at any time heretofore ever had or held, that were raised or could have been raised, pertaining to the MDOM Obligations with respect to the Clarksdale Hospital, including, but not limited to, any claims of the Clarksdale MDOM Settling Parties for unpaid MDOM Obligations relating to the Clarksdale Hospital, any claims relating to any payments by MDOM allegedly due or payable to the Debtor Clarksdale Regional Medical Center, Inc., or its estate or otherwise allegedly owed or payable to the Clarksdale Hospital or in relation to the Clarksdale Hospital.

f. The findings of fact and conclusions of law set forth in the Court’s Order Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure Approving Amory Settlement Agreement and Batesville Settlement Agreement [Docket No. ***] are hereby incorporated into this Confirmation Order as if fully set forth herein.

8. Coahoma County Objection. Coahoma County, Mississippi (“**Coahoma County**”) filed an objection to confirmation of the Joint Plan [Docket No. 949] (the “**Coahoma County Objection**”). Notwithstanding any provision of the Joint Plan or this Confirmation Order, as set forth in the Clarksdale Sale Order [Docket No. ***] any Liens of Coahoma County on the Purchased Assets (as defined in the Clarksdale Sale Order) shall attach to the net proceeds of the sale of the Purchased Assets with the same effect, validity, enforceability, and priority as existed prior to the sale, subject to any and all rights, claims, defenses, and objections of the Debtors, the Debtors’ Estates, the Committee, and all interested parties with respect to such asserted Liens, and all such rights, claims, defenses and objections with respect to such asserted Liens are expressly reserved and preserved. The rights of Coahoma County with respect to any

asserted Liens on the Purchased Assets are expressly reserved and preserved. This shall fully and finally resolve the Coahoma County Objection, which shall be deemed withdrawn.

9. United Objection. UnitedHealthcare Insurance Company (“**United**”) filed an objection to confirmation of the Joint Plan [Docket No. 950] (the “**United Objection**”). Notwithstanding anything in the Joint Plan or this Confirmation Order, United may set off or recoup any post-petition overpayments owed to it by the Debtors from any claims submitted to United by the Debtors or the Liquidating Trust for services rendered on or after the Petition Date as agreed to in that certain Stipulation Regarding Cure Amount as approved by this Court’s Agreed Order Resolving UnitedHealthcare Objection (the “**Stipulation**”) [Docket No. 697]. Nothing in the Joint Plan or Confirmation Order is intended to alter the terms of the Stipulation, which shall remain binding on United, the Debtors, and the Liquidating Trust. This shall fully and finally resolve the United Objection, which shall be deemed withdrawn.

10. CHS Objection. CHS/Community Health Systems, Inc. (“**CHS**”) filed an objection to confirmation of the Joint Plan [Docket No. 953] (the “**CHS Objection**”). At the Confirmation Hearing, the Debtors, Committee, and CHS announced that that they had reached a global resolution with CHS with respect to all matters between CHS and the Debtors, including but not limited to the matters set forth in the CHS Objection on the following terms, which, notwithstanding anything to the contrary in the Joint Plan and subject to entry of the Clarksdale Sale Order [Docket No. ***] and the occurrence of the Effective Date, shall be binding upon the Debtors, Committee, and CHS:

- a. Upon the Effective Date, CHS will pay to the Liquidating Trust established pursuant to the Joint Plan one lump sum cash payment of three million five hundred thousand dollars (\$3,500,000.00).
- b. Effective upon receipt of the payment set forth in Paragraph 10(a) above, the Liquidating Trustee and Debtor Representative hereby fully and

irrevocably release any and all actions, claims, counterclaims, cross-claims, causes of action, lawsuits, remedies, damages, liabilities, debts, suits, liens, demands, costs, expenses, fees, controversies, set-offs, third-party actions or proceedings (collectively, "Claims"), whether at law, equity, administrative, arbitration or otherwise, whether before a local, state, or federal court, or before a state or federal administrative agency or commission, whether now known or unknown, foreseen or unforeseen, accrued or unaccrued, liquidated or unliquidated, suspected or unsuspected, which the Liquidation Trustee, the Debtor Representative, or the Debtors' bankruptcy estates may now have or has ever had or hereafter claims to have had against CHS and/or any of its past, present, and future predecessors, successors, assigns, agents, affiliates, employees and representatives, including without limitation, any Claims relating to CHS's sales of any hospital(s) or physician practices to the Debtors, any Claims under any Transition Services Agreement or any other agreement between CHS or its affiliates and any of the Debtors, and any and all claims arising under Chapter 5 of title 11 of the United States Code, excluding only claims arising under this Confirmation Order, the Clarksdale Interim Management Services Agreement, and the Clarksdale APA.

- c. CHS will provide reasonable cooperation to the Liquidating Trustee in connection with the wind down of the Debtors' estates, the administration of the Liquidating Trust, and prosecution of causes of action by the Liquidating Trustee against third parties.

The Treatment of Classes 3 and 7 under the Joint Plan shall be and hereby is modified to provide that neither Class 3 nor Class 7 shall receive any distribution under the Joint Plan because the Class 3 and Class 7 Claims of CHS are disputed by the Debtors and the Committee. This shall fully and finally resolve the CHS Objection, which shall be deemed withdrawn. The modification of the Treatment of Classes 3 and 7 set forth in this Confirmation Order shall not constitute: (1) an exchange, extension of the time of payment of, or set off of any loans owed by Debtors to CHS; or (2) an amendment, alteration, or modification of any payment provisions, whether in amount, timing or otherwise, of any documents or instruments evidencing or executed in connection with any loans owed by Debtors to CHS, and therefore is neither inconsistent with nor violative of the Debt Subordination Agreement dated May 1, 2017 between ServisFirst Bank and CHS.

11. DSRF Order. Notwithstanding anything in the Joint Plan or the Disclosure Statement to the contrary, paragraph 3 of the *Expedited Order (I) Authorizing the Debtors to Enter into the Member Substitution Agreement with Respect to the Russellville Hospital and (II) Granting Related Relief* [Docket No. 511] is superseded by the *Expedited Agreed Interim Order (I) Authorizing Debtors to Pay the DIP Obligations, (II) Authorizing the Use of Cash Collateral, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 899] solely with respect to treatment and distribution of the DSRF.

12. Medhost RC Agreements. Notwithstanding Article IV.A.1.a of the Joint Plan, the Debtors' revenue cycle service provider, MEDHOST of Tennessee, Inc. ("**Medhost**"), may continue to provide and bill for revenue cycle services under existing agreements with the Debtors without being required to file a request for payment of its administrative expense claims. Further, notwithstanding Article VI.D of the Joint Plan, this Confirmation Order does not constitute a determination that no default by the Debtors exists with respect to the MedHost RC Agreements.

13. Definition of Released Parties. The definition of "**Released Parties**" in the Joint Plan is replaced with the following:

"**Released Parties**" means, individually and collectively, in each case solely in their capacity as such, each and all of: (a) the Debtors' current Professionals; (b) the Debtors' directors and officers who are serving in such capacity as of the Petition Date; (c) the Committee and members of the Committee in their capacity as members of the Committee; and (d) the patient care ombudsman. With respect to each of the foregoing identified in subsections (c) and (d), each and all of their respective Professionals.

14. Termination and Discharge of the Patient Care Ombudsman. On the Effective Date, Suzanne Koenig, the Patient Care Ombudsman appointed in the Chapter 11 Cases, shall be discharged and relieved from her duties and responsibilities as Patient Care Ombudsman in the

Chapter 11 Cases. Neither the Patient Care Ombudsman nor the Patient Care Ombudsman's Professionals shall have any liability with respect to any act or omission, statement or representation arising out of, relating to, or involving in any way, the Patient Care Ombudsman's evaluations, her reports or any pleadings or other writings filed by the Patient Care Ombudsman in connection with the Chapter 11 Cases other than acts or omissions involving or arising out of gross negligence or willful misconduct. Prior to issuing or serving upon the Patient Care Ombudsman or the Patient Care Ombudsman's Professionals any formal or informal discovery request, including, but not limited to, any subpoena, requests for production of documents, requests for admission, interrogatories, subpoena *duces tecum*, requests for testimony, or any other discovery of any kind whatsoever in any way related to the Debtors, the Chapter 11 Cases, the Patient Care Ombudsman's evaluations or the Patient Care Ombudsman's reports (the "**Discovery**"), any creditor or party in interest to these Chapter 11 Cases must first file an appropriate pleading with the Bankruptcy Court to request permission to initiate the Discovery. The Patient Care Ombudsman and the Patient Care Ombudsman's Professionals are authorized to dispose of or destroy any documents provided by the Debtors or any third parties to the Patient Care Ombudsman, if any, in the course of her evaluation, in accordance with their respective document retention policies or applicable law, if any.

15. Binding Effect. On the date of and following entry of this Confirmation Order and subject to the occurrence of the Effective Date, the provisions of the Joint Plan shall be binding on the Debtors, the Estates, all Holders of Claims and Corporate Interests (irrespective of whether such Claims or Corporate Interests are Impaired under the Joint Plan or whether the Holders of such Claims or Corporate Interests have accepted the Joint Plan), any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors, any other party

in interests in the Chapter 11 Cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing.

16. Vesting of Assets. As of the Effective Date, pursuant to Bankruptcy Code section 1141(b) and (c), the Liquidating Trust Assets (other than the D&O Claims and Tort Claims, which shall revert in the applicable Debtor(s) and may be pursued by the Debtor Representative) shall vest in the Liquidating Trust free and clear of all Claims, liens, encumbrances, charges, membership interests, and other interests, except as otherwise provided in the Joint Plan, this Confirmation Order, or other final order of this Court in these Chapter 11 Cases, and subject to the terms and conditions of the Joint Plan and this Confirmation Order. The Debtors, Committee, and Liquidating Trustee shall have the power and authority to enter into the Liquidating Trust Agreement on the Effective Date.

17. Release of Liens and Collateral. Except as otherwise provided in the Joint Plan or in this Confirmation Order, on the Effective Date, all mortgages, deeds of trust, Liens, or other security interests against any of the Assets transferred to the Liquidating Trust or revested in the Debtors will be fully released, satisfied, and discharged, and all right, title, and interest of any holder of any such mortgages, deeds of trust, Liens, or other security interests will revert to the Liquidating Trust or the Debtors, as applicable. Except as provided in the Joint Plan or this Confirmation Order, unless a particular Secured Claim is reinstated: (i) each Holder of a Secured Claim or a Claim that is purportedly a Secured Claim shall (a) turn over and release to the Liquidating Trust or Debtors, as applicable, any and all property of the Debtors that secures or purportedly secures its Claim and (b) execute such documents and instruments as the Liquidating Trustee or Debtor Representative, as applicable, may reasonably require to evidence the Holder's release of such property; and (ii) on the Effective Date, all Claims, right, title, and interest in such

property shall be transferred to or vest in the Liquidating Trust or revert in the Debtors, as applicable, free and clear of all Claims, including, Liens, charges, pledges, interests, encumbrances, security interests, and any other interests of any kind. The transfer of Assets and the revesting of Assets provided for herein shall constitute legal and valid transfers in accordance with all applicable laws and regulations.

18. Implementation of the Joint Plan. The Debtors, the Committee, and Liquidating Trustee are hereby authorized to execute deliver, file, or record such documents, contracts, instruments, releases, and other agreements, and take such other actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Joint Plan.

19. Liquidating Trust. On the Effective Date, the Liquidating Trust will be established pursuant to and in accordance with the terms of the Joint Plan and the Liquidating Trust Agreement. [REDACTED]; [Steven D. Sass, Esq.](#) is appointed as the Liquidating Trustee as of the date of execution of the Liquidating Trust Agreement. Except as to the D&O Claims and the Tort Claims ~~contracts~~, the Liquidating Trustee is the successor in interest to the Debtors and the Committee and shall have such powers, duties, and responsibilities as is provided for in the Joint Plan and the Liquidating Trust Agreement and shall be compensated in accordance with the Joint Plan and the Liquidating Trust Agreement.

20. Debtor Representative. On the Effective Date, the Debtor Representative shall be deemed appointed pursuant to section 1123(b)(3) of the Bankruptcy Code and vested with all power and authority granted to the Debtor Representative pursuant to the Joint Plan. [REDACTED]; [Steven D. Sass, Esq.](#), is appointed as the Debtor Representative as of the Effective Date of the Plan. On the Effective Date, the Estates' interests in any D&O Claims, Tort

Claims, and rights in and proceeds of any Insurance Policies necessary for the prosecution of all such Causes of Action shall revert in the Debtors.

21. Dissolution of Debtors' Boards of Directors and/or Trustees. On the Effective Date, the Debtors' boards of directors and/or trustees, as applicable, shall be dissolved and the then-current officers of the Debtors and members of the boards of directors and/or trustees of the Debtors shall be relieved of their positions and corresponding duties and obligations; provided, however, that the Debtor Representative shall be responsible for effectuating transfers of Assets in accordance with the Joint Plan and otherwise satisfying the Debtors' obligations under the terms of the Joint Plan.

22. ~~Creation~~Dissolution of POC Committee. On the Effective Date, the Committee shall be deemed dissolved ~~and replaced by the POC~~ pursuant to Article VI.J of the Joint Plan. Notwithstanding anything to the contrary set forth in the Joint Plan, due to insufficient interest by creditors in serving on the POC, no POC shall be formed.

23. Insurance Policies. The Liquidating Trustee or Debtor Representative (as applicable) shall be granted standing, authority, power and right to assert, prosecute and/or settle Claims of the Liquidating Trust Estate and/or make a claim under any primary director and officer liability, employment practices liability, or fiduciary liability Insurance Policies based upon its powers as a Court-appointed representative of the Estates with the same or similar abilities possessed by insolvency trustees, receivers, examiners, conservators, liquidators, rehabilitators or similar officials.

24. Substantive Consolidation. As of the Effective Date, and solely for the purposes of the Chapter 11 Cases, the Liquidating Trustee shall have the right and authority to apply to the

Bankruptcy Court for a substantive consolidation of the Debtors' Estates in the event that grounds for such substantive consolidation exist.

25. Rejection of Executory Contracts. Except as set forth in the Joint Plan or this Confirmation Order, as of the Effective Date, each Executory Contract to which any of the Debtors is a party is hereby rejected as of the Effective Date unless previously assumed and/or assigned (including in connection with the Panola Sale Order [Docket No. 694], the Gilmore Sale Order [Docket No. 506], or the Clarksdale Sale Order [Docket No. ***] (collectively, the “**Sale Orders**”)), subject to a pending motion to assume and/or assign (including as set forth in the Clarksdale Sale Motion), or rejected before the Effective Date. Notwithstanding anything to the contrary set forth herein or in the Joint Plan, in the event CHS determines to reject any executory contract up to and including 30 days after the Closing Date (as defined in the Clarksdale Sale Order) as provided in Section 2.5 of the Clarksdale APA, such contract shall be deemed rejected as of the date CHS provides notice of the contract counterparty of such rejection and CHS shall be responsible for payment of any and all amounts and obligations accruing under such contract between the Effective Date of the IMSA through the date of rejection.

26. Conditions to Effectiveness. The Joint Plan shall not become effective unless the conditions set forth in Article XII of the Joint Plan have been satisfied or waived.

27. Professional Compensation. Except as provided in the Joint Plan, all Professionals shall file with the Court applications for compensation within sixty (60) days after the Effective Date. Upon the Effective Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331 in seeking retention or compensation for services rendered after such date shall terminate, and Professionals may be employed and paid in the ordinary course of business without any further notice to, or action, order, or approval of, the Court. Professional

Compensation and Reimbursement Claims shall be paid in accordance with Article IV of the Joint Plan.

28. The Debtor's Professionals shall be required to hold and apply any retainers currently on hand (if any) to their respective Professional Compensation and Reimbursement Claim, to the extent such Professional Compensation and Reimbursement Claim becomes an Allowed Professional Compensation and Reimbursement Claim and/or payable in accordance with any Final Order awarding and allowing such Professional Compensation and Reimbursement Claim. Application of such retainer shall be required prior to the payment of any portion of such Professional Compensation and Reimbursement Claims by the Liquidating Trustee. To the extent there remain any funds on retainer after application of such Allowed Professional Compensation and Reimbursement Claim, such retainers shall be promptly turned over to the Liquidating Trustee.

29. Claim Bar Dates. Any Claim subject to any Bar Date not filed by the applicable Bar Date is and shall continue to be, in accordance with such Bar Date, forever barred, released, satisfied, discharged, disallowed, and expunged by operation of this Confirmation Order, and any such Claim filed after the entry of this Confirmation Order shall automatically be deemed forever barred, released, satisfied, discharged, disallowed, and expunged without the need for further application to or Order of the Court. Nothing in the Confirmation Order shall be deemed to extend or modify the Bar Date for filing any Claim.

30. Binding Exculpation Provision. All exculpation provisions contained herein and/or in the Joint Plan, including, but not limited to those contained in Article XI.B of the Joint Plan, are approved and shall be effective and binding on all persons and entities, to the extent provided therein.

31. Binding Release Provisions. All release provisions contained herein and/or in the Joint Plan, including, but not limited to those contained in Article XI.C of the Joint Plan, are approved and shall be effective and binding on all persons and entities, to the extent provided therein; *provided, however*, that no provision of the Joint Plan or this Confirmation Order shall be construed to grant a discharge pursuant to Bankruptcy Code section 1141(d).

32. Injunctions. Except as otherwise provided in the Joint Plan or to the extent necessary to enforce the terms and conditions of the Joint Plan, this Confirmation Order, or a separate order of the Bankruptcy Court, all entities who have held, hold, or may hold Claims against or Equity Interests in the Debtors shall be permanently enjoined from taking any of the following actions against any property that is to be distributed under the terms of the Joint Plan on account of any such Claims or Equity Interests: (a) commencing or continuing, in any manner or in any place, any action or other proceeding; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any lien or encumbrance; (d) asserting a setoff, right, subrogation, or recoupment of any kind against any debt, liability, or obligation due to the Debtors; and (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Joint Plan; *provided, however*, that such entities shall not be precluded from exercising their rights pursuant to and consistent with the terms of the Joint Plan or the Confirmation Order; *provided, further*, that the foregoing shall not apply to any acts, omissions, claims, causes of action or other obligations expressly provided for and preserved by the Joint Plan or any defenses thereto. Notwithstanding the foregoing, nothing herein shall be otherwise deemed to modify, limit, amend or supersede any injunctions or stays granted in the Sale Orders.

33. Preservation of Causes of Action. Except as otherwise expressly provided in the Joint Plan or any Final Order of this Court, any and all Claims and Causes of Action of the Debtors or their Estates shall be and are hereby preserved, including as set forth in paragraphs J.7.(vi)-(x) above.

34. Reservation of Rights. Except as expressly set forth herein, the Joint Plan shall have no force or effect until the Effective Date. None of the filing of the Joint Plan, any statement or provision contained herein, or the taking of any action by the Debtors with respect to the Joint Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors, the Committee, or Holders of Claims or Interests before the Effective Date.

35. Payment of Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930, as determined by the Court, shall be paid for each quarter (including any fraction thereof) by the Liquidating Trustee, as applicable, until the earlier of the time that a particular case is converted, dismissed, or closed.

36. Retention of Jurisdiction. On and after the Effective Date, the Court shall retain jurisdiction, to the fullest extent possible under law, over all matters arising in, arising under, and related to the Chapter 11 Cases, the Joint Plan, and the Liquidating Trust Agreement for, among other things:

- a. To determine the type, allowance, and payment of any Claims upon any objections thereto (or other appropriate proceedings) by the Liquidating Trustee or any other party-in-interest entitled to proceed in that manner;
- b. Except as otherwise limited in the Joint Plan, to recover all Assets of the Debtors and property of the Debtors' Estates, wherever located;
- c. To hear and determine any issue arising under the Joint Plan; provided, however, any action, controversy, dispute, claim, or question arising out of or relating to the right of any party to enforce, contest, and/or litigate the existence, primacy, and/or scope of available coverage and/or any defenses to coverage under the Insurance Policies shall be referred to and resolved solely in accordance with the terms and conditions of the Insurance

Policies and applicable non-bankruptcy law, including, but not limited to, any choice of law, forum, or jurisdiction provision therein;

- d. To hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- e. To hear any other matter not inconsistent with the Bankruptcy Code;
- f. To enter a final decree closing the Chapter 11 Cases;
- g. To ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Joint Plan;
- h. To decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving the Debtors that may be pending on or instituted by the Liquidating Trustee after the Effective Date;
- i. To issue injunctions, enter and implement other Orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with the occurrence of the Effective Date or enforcement of the Plan, except as otherwise provided herein;
- j. To determine any other matters that may arise in connection with or relate to the Joint Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Joint Plan or Disclosure Statement;
- k. To enforce, interpret, and determine any disputes arising in connection with any stipulations, Orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases (whether or not the Chapter 11 Cases have been closed);
- l. To adjudicate any adversary proceeding or other proceeding which may be commenced against any Person or Entity arising from, related to, or in connection with (i) any Chapter 5 Action; (ii) the D&O Claims; (iii) the Tort Claims; and (iv) claims against third parties relating to the facts and circumstances surrounding the same; provided, however, that nothing in the Joint Plan or the Confirmation Order shall vest the Bankruptcy Court with exclusive jurisdiction over any claims identified in subclauses (ii) through (iv) of this subparagraph (l) or over any dispute relating to coverage under the D&O Policies;
- m. To resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;
- n. To resolve any disputes concerning whether a Person or Entity had sufficient notice of the Chapter 11 Cases, the applicable Bar Date, the

hearing on the approval of the Disclosure Statement as containing adequate information, the hearing on the confirmation of the Joint Plan for the purpose of determining whether a Claim is discharged hereunder, or for any other purpose.

o. All purposes set forth in the Joint Plan.

37. Provisions of the Joint Plan and Confirmation Order Non-Severable and Mutually Dependent. The provisions of the Joint Plan and this Confirmation Order, including the findings of fact and conclusions of law as set forth herein, are non-severable and mutually dependent.

38. Governing Law. Except to the extent that the Bankruptcy Code or federal law is applicable, the rights, duties, and obligations arising under the Joint Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without giving effect to the principles or conflicts of law thereof.

39. Applicable Nonbankruptcy Law. Pursuant to Bankruptcy Code section 1123(a) and 1142(a), the provisions of this Confirmation Order, the Joint Plan and related documents or any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

40. Documents and Instruments. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Joint Plan and this Confirmation Order.

41. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Joint Plan, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Joint Plan.

42. Substantial Consummation. The substantial consummation of the Joint Plan, within the meaning of Bankruptcy Code section 1127, shall be deemed to have occurred on the Effective Date.

43. Notice of Entry of Confirmation Order and Effective Date. The form of notice of Effective Date and entry of this Confirmation Order, attached hereto as Exhibit B (the “**Effective Date Notice**”), provides adequate and reasonable notice and is hereby approved. As soon as practicable after the Effective Date, the Liquidating Trustee shall file and serve the Effective Date Notice on the following parties: (i) all parties filing a notice of appearance and request for service pursuant to Bankruptcy Rule 2002 in the Chapter 11 Cases; (ii) state, provincial, and local taxing authorities in which the Debtors did business; (iii) the Internal Revenue Service; (iv) the Securities and Exchange Commission; (v) the United States Attorney for the District of Tennessee; (vi) Holders of Claims or Corporate Interests; (vii) all counterparties to executory contracts and unexpired leases with the Debtors; (viii) the U.S. Trustee; and (ix) all persons or entities listed on the Debtors’ creditor mailing matrix.

44. For the avoidance of doubt, nothing in the Joint Plan or this Confirmation Order shall (a) be deemed to release, exculpate, discharge or otherwise waive any Chapter 5 Actions or any other Claims or Causes of Action preserved by the Joint Plan; (b) contravene, reverse, override, or otherwise change the terms, conditions, decretals, orders, mandates, claims, interests, priorities, or other provisions previously approved by the Bankruptcy Court as set forth in the Sale Orders, as amended or modified; or (c) be deemed to alter, modify, or expand in any way the rights or immunities set forth in the Nonprofit Act, including, but not limited to, sections 48-58-601 and 48-58-702.

45. Waiver of Stay. The stay of this Confirmation Order provided by any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h), and 6006(d)), whether for fourteen (14) days or otherwise, is hereby waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Court.

46. Inconsistency. To the extent of any inconsistency between this Confirmation Order and the Joint Plan, this Confirmation Order shall govern.

47. No Waiver. The failure to specifically include any particular provision of the Joint Plan in this Confirmation Order shall not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of this Court that the Joint Plan is confirmed in its entirety and incorporated herein by reference.

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

APPROVED FOR ENTRY:

POLSINELLI PC

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*Co-Counsel for the Official Committee of
Unsecured Creditors of Curae Health, Inc., et al.*

Exhibit A

Joint Plan

Exhibit B

Notice of Effective Date

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

In re:

Curae Health, Inc., *et al.*¹

1721 Midpark Road, Suite C300
Knoxville, TN 37921

Debtors.

Chapter 11

Lead Case No. 18-05665

Judge Walker

Jointly Administered

**NOTICE OF (I) ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF
LAW, AND ORDER CONFIRMING THE JOINT CHAPTER 11 PLAN OF
LIQUIDATION OF CURAE HEALTH, INC., *et al.* AND (II) EFFECTIVE
DATE**

PLEASE TAKE NOTICE that an order (the “**Confirmation Order**”) of the Honorable Charles M. Walker, United States Bankruptcy Judge for the Middle District of Tennessee, confirming and approving the *Joint Chapter 11 Plan of Liquidation* of Curae Health, Inc. *et al.* [Docket No. 834] (including all exhibits thereto and as the same may be amended, modified, or supplemented from time to time, the “**Joint Plan**”) was entered on May ●, 2019 [Docket No. ●].

PLEASE TAKE FURTHER NOTICE that, all conditions precedent to effectiveness pursuant to Article XII of the Joint Plan have been satisfied or waived. Therefore, ● ●, 2019, is the Effective Date of the Joint Plan.

PLEASE TAKE FURTHER NOTICE that the Joint Plan and its provisions are binding on, among others, the Debtors, all Holders of Claims and Corporate Interests (irrespective of whether such Claims or Corporate Interests are impaired under the Joint Plan or whether the Holders of such Claims have voted to accept or reject the Joint Plan), and any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors, as provided in the Joint Plan.

PLEASE TAKE FURTHER NOTICE all final requests for payment of Professional Compensation and Reimbursement Claims (the “**Final Fee Applications**”) must be filed no later than ●, 2019 (*i.e.*, sixty (60) days after the Effective Date). The procedures for processing Final Fee Applications are set forth in the Joint Plan. If a Professional does not timely submit a Final Fee Application, such Professional shall be forever barred from seeking payment of such Professional Compensation and Reimbursement Claim from the Debtors, their Estates, or the Liquidating Trust.

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).

PLEASE TAKE FURTHER NOTICE that requests for payment of Administrative Expense Claims (other than Professional Compensation and Reimbursement Claims) against the Debtors that arose, accrued or otherwise became due and payable at any time on or after August 24, 2018, but on or before the Effective Date (the “**Administrative Claims Period**”) must be filed with the Bankruptcy Court and served on the Debtors or Post-Effective Date Debtors, as applicable, no later than ●, 2019 (*i.e.*, sixty (60) days after the Effective Date) (the “**Administrative Bar Date**”). Holders of Administrative Expense Claims that arose, accrued, or otherwise became due during the Administrative Claims Period that do not file requests for the allowance and payment thereof on or before the Administrative Bar Date shall forever be barred from asserting such Administrative Expense Claims against the Debtors, their Estates, or the Liquidating Trust.

PLEASE TAKE FURTHER NOTICE that as set forth in Article VI of the Joint Plan, except as otherwise provided therein, all Executory Contracts and Unexpired Leases which have not been assumed are rejected as of the Effective Date. If the rejection by the Debtors, pursuant to the Joint Plan, of an Executory Contract or Unexpired Leases gives rise to a Claim, such Claim shall be forever Disallowed, barred, and discharged in its entirety, and shall not be enforceable against the Debtors, the Liquidating Trust, or the Estates unless a proof of Claim is filed and served on the Debtors or the Liquidating Trust and their counsel within thirty (30) days after the Confirmation Date.

PLEASE TAKE FURTHER NOTICE that pursuant to Bankruptcy Rule 2002, after the Effective Date, to continue to receive notices pursuant to Bankruptcy Rule 2002, all Creditors and other parties in interest who are not included in the Post-Effective Date Notice List must file a renewed notice of appearance with the Bankruptcy Court requesting receipt of documents pursuant to Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE that copies of the Joint Plan can be obtained from Polsinelli PC by: (a) email to Polsinelli PC at cewang@polsinelli.com; (b) calling (404) 253-6016; or (c) mail at Polsinelli PC, RE: Curae Health Inc., et al., Attn: Caryn Wang, 1201 West Peachtree Street NW, Atlanta, GA 30309.

Dated: May __, 2019
Nashville, Tennessee

POLSINELLI P.C.

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Moved from	
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