

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

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

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

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**NOTICE OF MOTION AND HEARING**

**PLEASE TAKE NOTICE** that on September 7, 2018, the above-captioned debtors and debtors in possession (the “**Debtors**”) filed the **MOTION OF DEBTORS FOR AUTHORITY TO EMPLOY AND RETAIN GLASSRATNER ADVISORY & CAPITAL GROUP, LLC AS FINANCIAL ADVISOR TO THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE** (the “**Motion**”), attached hereto, in the Bankruptcy Court for the Middle District of Tennessee.

**PLEASE TAKE FURTHER NOTICE** that the Motion had been previously filed on August 24, 2018 at Docket No. 12, and notice was provided that a hearing on the Motion would be held on September 25, 2018.

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

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

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

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

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

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

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

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

Dated: September 7, 2018  
Nashville, Tennessee

**POLSINELLI PC**

/s/ Michael Malone

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

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

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

**MOTION OF DEBTORS FOR AUTHORITY TO EMPLOY AND RETAIN  
GLASSRATNER ADVISORY & CAPITAL GROUP, LLC AS FINANCIAL ADVISOR  
TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

The above-captioned debtors and debtors in possession (the “**Debtors**”) hereby move the Court (the “**Motion**”) for entry of an order (the “**Proposed Order**”), substantially in the form annexed hereto as Exhibit A, pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the “**Bankruptcy Code**”), authorizing, but not directing, the Debtors to retain GlassRatner Advisory & Capital Group, LLC (“**GlassRatner**”) as financial advisor to the Debtors *nunc pro tunc* to the Petition Date (defined below). In support of this Motion, the Debtors submit the *Declaration of Marshall Glade in Support of Motion of Debtors for Authority to Employ and Retain GlassRatner Advisory & Capital Group, LLC as Financial Advisor to the Debtors, Nunc Pro Tunc to the Petition Date* (the “**Glade Declaration**”), attached hereto as Exhibit C. In further support of this Motion, the Debtors, by and through undersigned counsel, respectfully represent:

**JURISDICTION AND VENUE**

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

1. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a) and 363(b).

### **BACKGROUND**

3. On the date hereof (the “**Petition Date**”), each of the Debtors filed a voluntary petition in this Court commencing a case for relief under chapter 11 of the Bankruptcy Code (the “**Chapter 11 Cases**”). The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of Stephen N. Clapp, Chief Executive Officer of Curae Health, Inc., in Support of Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”) and fully incorporated herein by reference.

4. Concurrently with the filing of this Motion, the Debtors have requested procedural consolidation and joint administration of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). The Debtors continue to manage and operate their business as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. No trustee or examiner has been requested in the Chapter 11 Cases and no committees have yet been appointed.

### **RELIEF REQUESTED**

5. By this Motion, pursuant to Bankruptcy Code sections 105(a) and 363(b), the Debtors request entry of an order, substantially in the form attached hereto as Exhibit A, authorizing, but not directing, the Debtors to retain GlassRatner as financial advisor to the Debtors *nunc pro tunc* to the Petition Date.

**A. Retention of GlassRatner Personnel**

6. In consideration of the size and complexity of their businesses, as well as the exigencies of the circumstances, the Debtors have determined that the services of experienced financial advisors will substantially enhance their attempts to maximize the value of their estates. The Engagement Personnel are well qualified to act on the Debtors' behalf given their extensive knowledge and expertise with respect to these Chapter 11 Cases.

7. GlassRatner is a specialty financial advisory services firm that provides solutions to complex business problems and Board level agenda items. GlassRatner's maintains offices in Atlanta, Georgia; Fort Lauderdale, Orlando, Tampa, and West Palm Beach, Florida; Bakersfield, Irvine, and Los Angeles, California; New York, New York; Dallas, Texas; and Phoenix, Arizona. GlassRatner brings together a unique combination of financial and operating insight gained from decades of collective experience working in crisis situations, along with practical transaction experience. GlassRatner has been ranked as one of the most active crisis management and restructuring firms in the United States on an ongoing basis by Deal.com and the Bankruptcy Insider. GlassRatner is fully immersed in the restructuring world, and mobilizes teams of professionals on every type of matter in all regions of the United States on a regular basis. GlassRatner has become a leading bankruptcy and restructuring advisor built on the foundation of sophisticated financial analysis, senior level experienced practitioners, reliable expert reports and strong in-court presence. GlassRatner has widespread experience in providing restructuring and financial advisory services in reorganization proceedings, and it has an excellent reputation for the services it has rendered in chapter 11 cases on behalf of debtors and creditors throughout the United States. GlassRatner's professionals have represented various stakeholders in a number of

distressed healthcare situations, including debtors, and official committees of unsecured creditors, in matters both in and out of court.

8. Glade is a Managing Director of GlassRatner and supports the firm's restructuring, crisis management and due diligence activities. Glade has over ten years of experience with GlassRatner, and thirteen years of relevant experience. Among many other examples, Glade served as (i) financial advisor to the chapter 11 trustee in the Hutcheson Medical Center chapter 11 bankruptcy case pending in the United States Bankruptcy Court for the Northern District of Georgia, which included developing and implementing operational improvements to enhance creditor recovery, negotiating a sale of a skilled nursing facility and hospital, managing the accounting department, preparing court filings, and managing billing and collections of over \$90 million in accounts receivable for a hospital, medical practices and skilled nursing facility; (ii) financial advisor to the unsecured creditor committee in the Pioneer Bankruptcy pending in the United States Bankruptcy Court for the Southern District of Mississippi; (iii) interim Chief Financial Officer for an international private equity backed software company located in Washington, DC, which included assisting in a reposition/refresh the core product, developing cash flow projections, executing cost cutting measures, negotiating with senior lender and major vendors, overseeing month-end closing processes, comparing budgeted to actual results and developing of ad-hoc analysis as requested by the board of directors; (iv) financial advisor to the Official Committee of Unsecured Creditors in the Signal International chapter 11 bankruptcy case filed in the United States Bankruptcy Court for the District of Delaware; and (v) financial advisor to the Official Committee of Unsecured Creditors and subsequent Liquidating Trust for a multifamily developer with over \$6 billion in debt and 200 properties.

9. Furthermore, GlassRatner and its professionals have additional experience in other healthcare related bankruptcies in recent years, including: (i) Chapter 11 Trustee in the Hutcheson Medical Center chapter 11 bankruptcy case pending in the United States Bankruptcy Court for the Northern District of Georgia (ii) serving as Chief Restructuring Officer for a 79- bed nursing home facility; (ii) serving as Chief Restructuring Officer for a chain of medical imaging clinics in chapter 11; (iii) serving as financial advisor to the Official Committee of Unsecured Creditors in the Bamberg Hospital bankruptcy, a Chapter 9 proceeding filed in the United States Bankruptcy Court for the District of South Carolina; (iv) serving as financial and operational restructuring advisor to a hematology-oncology imaging practice; (v) analyzing the financial viability of a community hospital operating as a chapter 11 debtor; (vi) performing operational and financial analysis in regard to a chain of nursing homes on behalf of a money center bank; (vii) performing financial analysis relating to cash flow loans on medical facilities and skilled nursing facilities; (viii) performing financial consulting services to a public corporation owning hospitals nationwide; (ix) providing startup consulting for multidisciplinary medical practice and a physical therapy clinic from concept through full operation; (xii) providing accounting practice management and technology consulting services for various medical practices and hospital facilities; and (x) providing Medicare reporting and consulting services to physical and speech therapy practices.

10. Prior to the Petition Date, GlassRatner worked closely with the Debtors' management and other advisors to prepare for the filing of the Chapter 11 Cases. Accordingly, GlassRatner has developed relevant experience regarding the Debtors that will assist it in providing effective and efficient services to the Debtors in these Chapter 11 Cases.

11. The Debtors believe that GlassRatner is well qualified and able to advise them in a cost-effective, efficient and timely manner. The Debtors have been advised by GlassRatner that it



will endeavor to coordinate with the other professionals retained in this case to eliminate unnecessary duplication of work. Therefore, the Debtors submit that the retention and employment of GlassRatner is in the best interests of the Debtors estates.

## **B. Scope of Services**

12. Subject to approval by the Court, the Debtors propose to retain GlassRatner on the terms and conditions set forth in the engagement letter, dated August 9, 2018, attached hereto as Exhibit B<sup>1</sup> except as otherwise explicitly set forth herein or in any order granting this Motion.

13. Among other things, GlassRatner will support the Debtors with respect to:

- a. Developing cash flow projections;
- b. Finding an appropriate DIP lender;
- c. Preparation of the statutory reporting requirements, including statements of financial affairs and associated schedules;
- d. Preparation of reports for, and communications with, the Bankruptcy Court, creditors, and any other constituent;
- e. Implementing needed operational and/or strategic enhancements;
- f. Reviewing, evaluating, and analyzing the financial ramifications of proposed transactions for which the Debtors may seek Bankruptcy Court approval;
- g. Providing financial advice and assistance to the Debtors in connection with a sale transaction and conduct a section 363 auction to sell the assets of the Debtors;
- h. Assisting the Debtors in developing and supporting a proposed plan of reorganization;
- i. Rendering Bankruptcy Court testimony in connection with the foregoing, as required, on behalf of the Debtors; and
- j. Any other duty or task which falls within the normal responsibilities of an accountant or financial advisor.

14. These services are necessary to enable the Debtors to maximize the value of their estates and successfully complete their restructuring.

## **C. GlassRatner's Disinterestedness**

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<sup>1</sup> The summaries of the Engagement Letter contained in this Motion are provided for purposes of convenience only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter shall control unless otherwise set forth herein. Capitalized terms use but not otherwise defined herein shall have the meanings set forth in the Engagement Letter.

15. To the best of the Debtors' knowledge, information, and belief, except as set forth in the Glade Declaration, annexed hereto as Exhibit C, GlassRatner: (i) has no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the United States Trustee or any person employed in the Office of the United States Trustee, and (ii) does not hold any interest adverse to the Debtors' estates.

16. Although the Debtors submit that the retention of GlassRatner personnel is not governed by Bankruptcy Code section 327, the Debtors attach the Glade Declaration, which discloses, among other things, any relationship that GlassRatner, Mr. Glade, or any GlassRatner Personnel has with the Debtors, their significant creditors, or other significant parties in interest known to GlassRatner. Based upon the Glade Declaration, the Debtors submit that GlassRatner is a "disinterested person" as that term is defined by Bankruptcy Code section 101(14).

17. In addition, as set forth in the Glade Declaration, if any new material facts or relationships are discovered or arise, GlassRatner will provide the Court with a supplemental declaration.

**D. Terms of Retention**

**1. Compensation**

18. In accordance with the terms of the Engagement Letter, GlassRatner will be paid by the Debtors for the services of GlassRatner personnel at their customary hourly billing rates. The current hourly billing rates, based on the position held by such personnel at GlassRatner, are subject to the following hourly rates/ranges:

GlassRatner Personnel Rates

Managing Director (Marshall Glade)	\$375
Senior Associate (Riley Young)	\$285
Associates	\$200 - \$325
Directors	\$325 - \$425

Principals

\$450 - \$595

19. Such rates and ranges shall be subject to a 5% increase on January 1<sup>st</sup> of each year.
20. GlassRatner received \$50,000 as a retainer in connection with preparing for and conducting the filing of these Chapter 11 Cases, as described in the Engagement Letter.
21. In addition to compensation for professional services, GlassRatner will seek reimbursement for reasonable and necessary expenses incurred in connection with these Chapter 11 Cases.

## **2. Indemnification**

22. Subject to Court approval (including in accordance with the proposed order) and pursuant to the terms of the Engagement Letter, in connection with GlassRatner's engagement with the Debtors, the Debtors have agreed to provide indemnification and contribution to GlassRatner and its affiliates pursuant to terms substantially similar to the following:

The Debtors agree to agree to indemnify and hold harmless GlassRatner (including employees and affiliated persons) from and against all claims, liabilities, losses, and damages arising out of our services performed upon the Debtors' behalf except to the extent caused by gross negligence or willful misconduct by GlassRatner. Further, the Debtors agree to reimburse GlassRatner for any legal or other expenses reasonably incurred by GlassRatner in connection with the defense of such claims; provided, however, that they shall be excluded from such indemnification and reimbursement of any such loss, damage, liability, claim or expense which arises out of or is based upon any action or failure to act by GlassRatner pursuant to the Engagement Letter or which constitutes gross negligence, other acts of misconduct or bad faith in performance under the Engagement Letter on the part of GlassRatner. Such indemnification shall survive the completion of the engagement but subject to approval by the Bankruptcy Court prior to the effective date of any plan of reorganization.

## **BASIS FOR RELIEF**

23. The Debtors seek approval of the retention of GlassRatner pursuant to Bankruptcy Code section 363, *nunc pro tunc* to the Petition Date. Bankruptcy Code section 363(b)(1) provides, in relevant part, that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in

the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Further, pursuant to Bankruptcy Code section 105(a), the “court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

24. If a debtor’s proposed use of its assets pursuant to Bankruptcy Code section 363(b) represents a reasonable business judgment on the part of the debtor, such use should be approved. *See, e.g., Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) (“The rule we adopt requires that a judge determining a § 363(b) application expressly find from the evidence presented before him at the hearing a good business reason to grant such an application.”); *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns- Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (“Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct”).

25. The retention of GlassRatner and its professionals is a sound exercise of the Debtors’ business judgment. The Debtors believe that GlassRatner will provide services that benefit the Debtors’ estates and creditors. In light of the foregoing, the Debtors believe that the retention of GlassRatner is appropriate and in the best interests of the Debtors and their estates and creditors.

26. Based upon the foregoing, the Debtors submit that the retention of GlassRatner, on the terms set forth herein and in the Engagement Letter, is essential, appropriate, and in the best interests of the Debtors’ estates, creditors, and other parties in interest and should be granted in these Chapter 11 Cases.

### **NOTICE**

27. Notice of this Motion will be given to: (a) the Office of the United States Trustee for the Middle District of Tennessee; (b) the Centers for Medicare and Medicaid Services; (c) the State of Tennessee Department of Health Division of Licensure and Regulation Office of Health Care Facilities; (d) the Mississippi State Department of Health; (e) those parties listed on the consolidated list of creditors holding the thirty (30) largest unsecured claims against the Debtors; (f) counsel to any official committee(s) establish in these cases pursuant to Section 1102 of the Bankruptcy Code; (g) ServisFirst Bank and its counsel; (h) Midcap Financial Trust and its counsel; (i) CHS/Community Health Systems, Inc. and its counsel; (j) all Tennessee local counsel having entered a notice of appearance in these cases; (k) the Internal Revenue Service; (l) the Tennessee Attorney General's Office; (m) the Mississippi Attorney General's Office; (n) the Tennessee Secretary of State; and (o) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

**WHEREFORE** the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court deems just and proper.

This 7th day of September, 2018.      Respectfully Submitted:

**POLSINELLI PC**

*/s/ Michael Malone*

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-and-

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*Proposed Counsel to the Debtors and*

*Debtors in Possession*

**Exhibit A**

**Proposed Order**

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

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

**ORDER AUTHORIZING DEBTORS TO EMPLOY AND RETAIN GLASSRATNER  
ADVISORY & CAPITAL GROUP, LLC AS FINANCIAL ADVISORS TO THE  
DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

Upon consideration of the motion (the “**Motion**”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the “**Bankruptcy Code**”), for authorization to retain GlassRatner Advisory & Capital Group, LLC (“**GlassRatner**”) as the Debtors’ financial advisors, *nunc pro tunc* to the Petition Date pursuant to the terms set forth in the Engagement Letter annexed to the Motion as Exhibit B and the Glade Declaration annexed to the Motion as Exhibit C, all as more fully described in the Motion; and it appearing that the relief requested is in the best interests of the Debtors’ estates, creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to

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

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



28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided under the particular circumstances; and it appearing that no other or further notice need be provided; and the Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties- in-interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED, as set forth herein.
2. The terms of the Engagement Letter, including without limitation, the compensation provisions and the indemnification provisions, as modified by the Motion and this Order, are reasonable terms and conditions of employment and are hereby approved.
3. Pursuant to Bankruptcy Code sections 105(a) and 363(b), the Debtors are hereby authorized to retain GlassRatner as the Debtors' financial advisor, *nunc pro tunc* to the Petition Date on the terms set forth in the Engagement Letter.
4. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order, the Engagement Letter, and/or the services provided by the Engagement Personnel.

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

**Exhibit B**

**Engagement Letter**



**GLASSRATNER**  
a B. Riley Financial company

Date: August 9, 2018

To: Steve Clapp, President/CEO  
Curae Health, LLC  
1721 Midpark Road  
Knoxville, TN 37921

From: Marshall Glade, CPA

**RE: Engagement Letter to serve as Financial Advisor to Curae Health, LLC**

### **Introduction**

This Agreement confirms our understanding that Curae Health, LLC ("Curae", "Company", "Client") is engaging GlassRatner Advisory & Capital Group, LLC ("GlassRatner") as their Financial Advisor. Curae is the owner and manager of three hospitals in Mississippi with a headquarters in Knoxville, TN.

Marshall Glade will have overall engagement responsibility and report directly to you. He will assign appropriate GlassRatner staff to the matter as needed.

### **Scope of Work**

Engagements such as this are dynamic, requiring a broad scope of services that may or may not be required as the matter progresses. Based on our limited conversations it appears the Company is preparing to file a Chapter 11 proceeding in the near future. As such the services will likely include the following:

- Assist the Company in developing cash flow projections;
- Assist the Company in finding an appropriate DIP lender;
- Assist the Company in preparation of the statutory reporting requirements during the chapter 11 proceedings, this would include the statements of financial affairs and associated schedules and during the pendency of the case the Monthly Operating Reports (MORs);
- Assist with the preparation of reports for, and communications with, the Bankruptcy Court, creditors, and any other constituent;
- Assist the Company in implementing needed operational and/or strategic enhancements;
- Review, evaluate and analyze the financial ramifications of proposed transactions for which the Company may seek Bankruptcy Court approval;
- Assist the Company in developing marketing materials for a Sale transaction;
- Provide financial advice and assistance to the Company in connection with a Sale transaction and conduct a §363 auction to sell the assets of the Company;
- Assist the Company in developing and supporting a proposed Plan of Reorganization;

- National and International Coverage through our 14 U.S. offices and Affiliate BTG Global Advisory -  
3500 Maple Avenue • Suite 350 • Dallas, TX 75219 • Tel 214.740.2735

- Render Bankruptcy Court testimony in connection with the foregoing, as required, on behalf of the Company;
- Any other duty or task which falls within the normal responsibilities of an Accountant or Financial Advisor

**Compensation:**

Our professional fees are based on the number of hours worked at our standard hourly billing rates. GlassRatner's current standard hourly rates for the persons who may work on this engagement range from \$195 to \$595 per hour. Standard rates for the various categories of GlassRatner professionals that may be involved in this matter are detailed below.

Marshall Glade	Managing Director	\$375
Riley Young	Senior Associate	\$285
	Associates	\$200-325
	Directors	\$325-425
	Principals	\$450-595

GlassRatner has agreed to bill at our standard hourly rates as indicated above on a monthly basis. The hourly rates charged will increase by 5% on January 1<sup>st</sup> of each year during this Agreement.

In matters where travel is required, we bill ½ of the required travel time. Reasonable out-of-pocket expenses incurred in connection with this engagement shall also be reimbursed. The above fees are not contingent on the outcome of the matter.

**Retainer**

In accordance with our firm policy, we will require a retainer of \$50,000 to be applied to our final billing for this matter or refunded to the extent it exceeds unpaid billings. This retainer is not intended to be an estimate for the total cost of work that may be performed, nor have we provided such an estimate. We are certain that you recognize that it is difficult to estimate the amount of time that this engagement may require. The time involved depends upon the extent and nature of available information. It also depends upon the developments that occur as our work progresses. It is our intention to work closely with you to structure our work so that you are aware of the scope and direction of our work as it progresses. Should the time demands increase, we may require an addition to our retainer.

**No Third Party Beneficiary**

The Company acknowledges and shall cause the Company to acknowledge that all advice (written or oral) given by GlassRatner to the Company in connection with this engagement is intended solely for the benefit and use of the Company (limited to the shareholders of the Company, the Board and management) in considering the matters to which this engagement relates. The Company agrees and shall cause the Company to agree that, except as otherwise set forth herein, no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without GlassRatner's prior approval (which shall not be unreasonably withheld), except as required by law.

## **Conflicts**

GlassRatner is not currently aware of any relationship that would create a conflict of interest with the Company or those parties-in-interest of which you have made us aware. Because GlassRatner is a consulting firm that serves companies on an international basis in numerous cases, both in and out of court, it is possible that GlassRatner may have rendered services to or have business associations with other entities or people which had or have or may have relationships with the Company, including creditors of the Company. If GlassRatner becomes aware of any conflict or potential conflict during the engagement, GlassRatner will promptly advise the Company of same in writing.

## **No Audit, Duty to Update**

It is understood that GlassRatner is not a public accounting firm and that Mr. Glade and his staff on this engagement are not being requested to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body. In the course of their provision of the services specified in the scope of work, Mr. Glade and GlassRatner are entitled to rely on the accuracy and validity of the data disclosed to them or supplied to them by employees and representatives of the Company.

## **Employment by GlassRatner**

Mr. Glade and other team members will continue to be employed by GlassRatner and while rendering services to the Company, continue to work with other personnel at GlassRatner in connection with other unrelated matters, which will not unduly interfere with services pursuant to this engagement.

## **Limitations**

All working papers and other materials created by us during this engagement are our property. At the completion of our engagement, all of your documents will be returned to you at your request. Unless we are notified otherwise, or unless you request the files to be returned to you, we will work on the assumption that all documents in our possession may be destroyed 1 year from the completion of the settlement of the matter, or the passage of one year without our actively participating in the matter.

## **Indemnification**

The Company agrees and shall cause the Company to agree to indemnify and hold harmless GlassRatner (including any employees or affiliated persons) from and against all claims, liabilities, losses and damages arising out of our services performed upon the Company's behalf except to the extent caused by gross negligence or willful misconduct by us. Further, the Company agrees and shall cause the Company to agree to reimburse GlassRatner for any legal or other expenses reasonably incurred by us in connection with the defense of such claims; provided, however, that they shall be excluded from such indemnification and reimbursement of any such loss, damage, liability, claim or expense which arises out of or is based upon any action or failure to act by GlassRatner pursuant to this agreement or which constitutes gross negligence, other acts of misconduct or bad faith in performance under this agreement on the part of GlassRatner. Such indemnification shall survive the completion of the engagement but subject to approval of the Bankruptcy Court prior to the effective date of any plan of reorganization.

## **Termination**

This agreement may be terminated immediately by either party, in its sole discretion, for any reason whatsoever and without prior notice. Upon termination of this agreement, GlassRatner shall be entitled to all fees and expenses incurred pursuant to this agreement prior to notice of termination and shall be entitled to the remaining unpaid balance of any fee, subject to the dispute provision included in this letter, which is due and payable pursuant hereto. This agreement may not be terminated during the Initial Phase.

## **Confidentiality**

GlassRatner agrees not to disclose or permit the disclosure of any of the terms of this agreement or any information relating to the project to be performed hereunder, provided that such disclosure may be made (a) to any person who is an officer, director or employee of GlassRatner solely for their use in the performance of the services hereunder and on a need-to-know basis, (b) with the prior written consent of the Company, or (c) pursuant to a subpoena or order issued by a court, arbitrator or governmental body, agency or official. In the event that GlassRatner shall receive a request to disclose any of the terms of this Agreement under a subpoena or order, GlassRatner shall (i) promptly notify the Company, (ii) consult with the Company on the advisability of taking steps to resist or narrow such request and (iii) if disclosure is required or deemed advisable, cooperate with the Company in any attempt it may make to obtain an order or other assurance that confidential treatment will be accorded those terms of this Agreement that are disclosed.

## **Governing Law; Dispute Resolution**

The laws of the State of Georgia shall govern this agreement and any controversy arising under it. Any disputes arising hereunder shall be resolved by binding arbitration, to the extent they are not resolved by the Bankruptcy Court. The prevailing party in any dispute arising hereunder shall be entitled to recover from the other all fees and costs incurred, including legal fees and costs and the costs of experts, in any proceedings, including, but not limited to arbitration, litigation, bankruptcy, and in any appellate proceedings as well. Any disputes shall be resolved in a court with jurisdiction over the matter located in Georgia.

## **Conclusion**

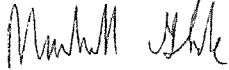
All correspondence to GlassRatner should be directed to:

Marshall Glade  
GlassRatner Advisory & Capital Group, LLC  
3445 Peachtree Road Suite 1225  
Atlanta, GA 30326  
[mglade@glassratner.com](mailto:mglade@glassratner.com)

If the arrangements described herein are acceptable to the Company and the services outlined are in accordance with your requirements, please sign and return a copy of this letter. We look forward to working with you on this matter.

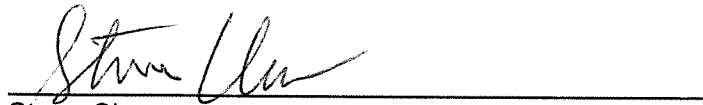
Yours very truly,

Marshall Glade, Managing Director - GlassRatner



Marshall Glade  
Managing Director

Accepted:

  
\_\_\_\_\_  
Steve Clapp

Date 8-9-18



**Exhibit C**

**Glade Declaration**

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

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

**DECLARATION OF MARSHALL GLADE IN SUPPORT OF MOTION OF DEBTORS  
FOR AUTHORITY TO EMPLOY AND RETAIN GLASSRATNER ADVISORY &  
CAPITAL GROUP, LLC AS FINANCIAL ADVISOR TO THE DEBTORS *NUNC PRO  
TUNC TO THE PETITION DATE***

I, MARSHALL GLADE of GlassRatner Advisory & Capital Group, LLC, make this Declaration pursuant to 28 U.S.C. § 1746, and state:

1. I am a Managing Director with GlassRatner Advisory & Capital Group, LLC (“**GlassRatner**”). GlassRatner is a professional services firm engaged in the business of providing financial advisory and distressed asset management services, with offices located at 3445 Peachtree Road, Atlanta, GA 30326, and additional offices located in Florida, California, Texas, New York and Arizona. I submit this Declaration in support of *Motion of Debtors for Authority to Employ GlassRatner Advisory & Capital Group, LLC as Financial Advisor to the*

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

*Debtors Nunc Pro Tunc to the Petition Date* (the “**Motion**”).<sup>1</sup> Except as otherwise noted, I have personal knowledge of the matters set forth herein.<sup>2</sup>

**A. Disinterestedness and Eligibility**

2. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I, nor GlassRatner, nor any of its partners, principals, employees, agents or affiliates, have any connection with the Debtor, its creditors, the United States Trustee, or any other party with an actual or potential interest in these Chapter 11 Cases, or their respective attorneys or accountants, except as set forth below:

(a) From time to time, GlassRatner has provided services, and likely will continue to provide services, to certain creditors of the Debtor and various other parties adverse to the Debtors in matters wholly unrelated to these Chapter 11 Cases. As described below, however, GlassRatner has undertaken a detailed search to determine, and to disclose, whether it is providing or has provided, services to any significant creditor, equity security holder, insider or other party-in-interest in such unrelated matters.

(b) GlassRatner provides services in connection with numerous cases, proceedings and transactions unrelated to these Chapter 11 Cases. Those unrelated matters involve numerous attorneys, financial advisors and creditors, some of which may be claimants or parties with actual or potential interests in these Chapter 11 Cases, or may represent such parties.

(c) GlassRatner’s personnel may have business associations with certain creditors of the Debtor unrelated to these Chapter 11 Cases. In addition, in the ordinary course of its business, GlassRatner may engage other professionals in unrelated matters who now represent, or who may in the future represent, creditors or other interested parties in this chapter 11 case.

3. In connection with the preparation of this Declaration, GlassRatner searched its client database and conducted a review of its professional contacts with the Debtor and other

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Motion.

<sup>2</sup> Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at GlassRatner and are based on information provided by such professionals.

parties in interest that were reasonably known to us to determine whether GlassRatner had any relationships with the following types of entities:

- (a) the Debtors;
- (b) the Debtors' current directors and officers and certain of its most significant business affiliations;
- (c) secured lenders;
- (d) the Debtors' employees;
- (e) litigation parties, utility vendors, taxing authorities; and
- (f) unsecured creditors of the Debtors, among others, based upon information and/or documentation provided by the Debtors.

4. Based on that search, GlassRatner represents that, to the best of its knowledge, GlassRatner knows of no fact or situation that would represent a conflict of interest for GlassRatner with regard to the Debtor and is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b), in that GlassRatner and its employees:

- a. Are not creditors, equity security holders or insiders of the Debtors;
- b. Were not, within two (2) years before the date of filing of the Debtors' Chapter 11 petitions, a director, officer, or employee of the Debtors; and
- c. Based upon the results of the search described above, do not have an interest materially adverse to the interest of the estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reasons.

5. GlassRatner submits that it holds no adverse interest as to the matters for which it has been employed by the Debtors within the meaning of Bankruptcy Code section 327(a).

6. Certain individuals affiliated with GlassRatner may render restructuring management services to the Debtor on a part-time basis, while others have been and/or will

continue to be engaged full-time. To the extent such individuals are employed on a part-time basis, GlassRatner submits that there are no simultaneous or prospective engagements existing which would constitute a conflict or adverse interest as to the matters for which it has been employed by the Debtor, nor would GlassRatner staff such part-time temporary staff on any future matter that would constitute a conflict or adverse interest to this matter.

7. Further, as part of its diverse practice, GlassRatner appears in numerous cases, proceedings and transactions that involve many different professionals, including attorneys, accountants and financial consultants, who may represent claimants and parties-in-interest in the Debtors' Chapter 11 Cases. As a result, GlassRatner has represented and may in the future represent certain interested parties in matters wholly unrelated to this chapter 11 case, either individually or as part of representation of a committee of creditors or interest holders. Based upon GlassRatner's current knowledge of the professionals involved, and to the best of my knowledge, none of those relationships create interests materially adverse to the Debtors in matters upon which GlassRatner is to be employed, and none are in connection with this case.

8. According to GlassRatner's records, prior to the commencement of these Chapter 11 Cases, GlassRatner received, on August 10, 2018, a retainer in the amount of \$50,000.00 from the Debtors, which was deposited into the trust account of GlassRatner.

9. The foregoing payments by the Debtor to GlassRatner were in connection with services rendered and costs incurred by GlassRatner, in contemplation of, and in connection with filing these Chapter 11 Cases.

10. Despite the efforts described above to identify and disclose GlassRatner's connections with parties in interest in these Chapter 11 Cases, because the Debtors are an enterprise with numerous creditors and other relationships, GlassRatner, is unable to state with certainty that

every client relationship or other connection has been disclosed. In that regard, if GlassRatner discovers additional information that requires disclosure, GlassRatner will file a supplemental disclosure with the Court.

11. GlassRatner does not believe it is a “creditor” of the Debtors within the meaning of Bankruptcy Code section 101(10).

12. No commitments have been made or received by me and/or GlassRatner nor any partner or employee associate thereof, as to compensation or payment in connection with this case other than in accordance with the provisions of the Bankruptcy Code. Neither I nor GlassRatner, have any agreement with any other entity to share with such entity any compensation received by GlassRatner in connection with these Chapter 11 Cases.

**B. COMPENSATION**

13. Subject to Court approval of the Motion and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, applicable U.S. Trustee guidelines, and the Local Rules for of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Middle District of Tennessee, GlassRatner will seek from the Debtors payment for compensation on an hourly basis, and reimbursement of actual and necessary expenses incurred by GlassRatner. GlassRatner’s customary hourly rates as charged in bankruptcy and non-bankruptcy matters of this type by the professionals assigned to this engagement are outlined in the Motion. These hourly rates are adjusted annually.

14. To the best of my knowledge, (i) no commitments have been made or received by GlassRatner with respect to compensation or payment in connection with these cases other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and (ii)

(ii) GlassRatner has no agreement with any other entity to share with such entity any compensation received by GlassRatner in connection with these Chapter 11 Cases.

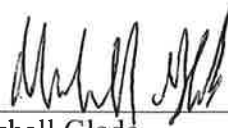
15. By reason of the foregoing, I believe GlassRatner is eligible for retention by the Debtors pursuant to Bankruptcy Code sections 105(a) and 363(b) and the applicable Bankruptcy Rules and Local Rules.

16. I, along with GlassRatner reserve the right to supplement this Declaration in the event that I and/or GlassRatner discover any facts bearing on matters described in this Declaration regarding GlassRatner's employment by the Debtors.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: August 24th, 2018

/s/



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Marshall Glade  
Managing Director  
GlassRatner