



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 1st 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

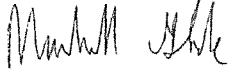
All correspondence to GlassRatner should be directed to:

Marshall Glade
GlassRatner Advisory & Capital Group, LLC
3445 Peachtree Road Suite 1225
Atlanta, GA 30326
mglade@glassratner.com

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.

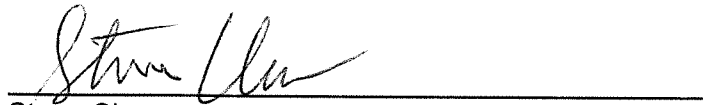
Yours very truly,

Marshall Glade, Managing Director - GlassRatner



Marshall Glade
Managing Director

Accepted:



Steve Clapp

Date 8-9-18