

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

In re:)	
	)	Chapter 11
Curae Health, Inc.,	)	Case No. 18-05665
Amory Regional Medical Center, Inc.,	)	Case No. 18-05675
Batesville Regional Medical Center, Inc.,	)	Case No. 18-05676
Clarksdale Regional Medical Center, Inc.	)	Case No. 18-05678
Amory Regional Physicians, LLC	)	Case No. 18-05680
Batesville Regional Physicians, LLC	)	Case No. 18-05681
Clarksdale Regional Physicians, LLC	)	Case No. 18-05682
)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921)	
Debtors.	)	Joint Administration Pending

**MOTION OF DEBTORS FOR EMPLOYMENT OF
BMC GROUP, INC. AS NOTICING AND CLAIMS AGENT OF DEBTORS**

Curae Health, Inc. and the above-captioned Debtors (the “Debtors”) as Debtors in possession, hereby file this motion (the “Motion”) for the entry of an order substantially in the form attached hereto as Exhibit B (the “Proposed Order”), pursuant to 28 U.S.C. § 156(c) and Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the Debtors to retain BMC Group, Inc. (“BMC Group”) as their claims and noticing agent effective as of the Petition Date (defined below). In support of this Motion, the Debtors rely on the Declaration of Tinamarie Feil (the “Feil Declaration”) attached hereto as Exhibit A. In further support of this Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. § 1334. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. The predicates for the relief requested herein are 28 U.S.C. § 156(c) and Bankruptcy Rule 2002.

RELIEF REQUESTED

3. Debtors filed voluntary petitions on August 24, 2018 (the “Petition Date”). By this Motion, the Debtors seek entry of the Proposed Order authorizing them to retain BMC Group as their noticing and claims agent effective as of the Petition Date in accordance with the terms and conditions of the Agreement for Services, dated August 22, 2018 (the “Agreement”), by and between the Debtors and BMC Group. A copy of the Agreement is attached to the Feil Declaration as Exhibit 1.

4. BMC Group specializes in Chapter 11 administration and related tasks, including noticing, claims processing, voting, and other administrative tasks in Chapter 11 cases. The Debtors desire to engage BMC Group to prepare and send certain designated notices and to maintain claims files and a claims register. The Debtors believe that such assistance will expedite service of notices, streamline the claims administration process and permit the Debtors to focus on their reorganization efforts. BMC Group has substantial experience in matters of this size and complexity, and has acted as the official notice and claims agent in many large bankruptcy cases filed in this and other districts.

5. In the continuance of Debtors’ business and the pending Chapter 11 cases, it will be necessary for Chapter 11 administrative services to be rendered for which it is necessary to retain such a claims and noticing agent. These services include, if necessary, at the request of the Debtors or the Office of the Clerk of the Court (the “Clerk’s Office”):

(a) notify all potential creditors of the filing of the Debtors’ bankruptcy petitions and of the setting of the date for the first meeting of creditors, pursuant to Section 341(a) of the

Bankruptcy Code, under the proper provisions of the Bankruptcy Code and the Bankruptcy Rules;

(b) maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules") listing the Debtors' known creditors and the amounts owed thereto;

(c) notify all potential creditors of the existence and amount of their respective claims, as evidenced by the Debtors' books and records and as set forth in the Schedules;

(d) furnish a notice of the last day for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court;

(e) maintain a post office box for the purpose of receiving claims;

(f) for all notices, file with the Clerk's Office an affidavit or certificate of service which includes a copy of the notice, a list of persons to whom it was mailed (in alphabetical order), and the date mailed, within seven days of service;

(g) docket all claims received by the Clerk's Office, maintain the official claims registers (the "Claims Registers") for each Debtor on behalf of the Clerk's Office, and, upon the Clerk's Office's request, provide the Clerk's Office with certified duplicate unofficial Claims Registers;

(h) specify, in the applicable Claims Register, the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the filed amount of the claim, if liquidated, and (v) the classification(s) of the claim (e.g., secured, unsecured, priority, etc.) according to the proof of claim;

(i) record all transfers of claims and provide any notices of such transfers required by Bankruptcy Rule 3001(e);

(j) relocate, by messenger, or overnight delivery (at the expense of the estate), all of the court-filed proofs of claim to the offices of BMC Group, not less than weekly;

(k) upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk's Office copies of the Claims Registers for the Clerk's Office review (upon the Clerk's Office's request);

(l) make changes in the Claims Registers pursuant to Court Order;

(m) maintain the official mailing list for each Debtor of all entities that have filed a proof of claim, which list shall be available upon request by a party-in-interest or the Clerk's Office;

(n) thirty days prior to the close of these cases, arrange to have submitted to the Court a proposed order dismissing BMC Group and terminating the services of BMC Group upon completion of its duties and responsibilities and upon the closing of these cases;

(o) file with the Court the final version of the Claims Registers immediately before the close of the these cases; and

(p) at the close of these cases, box and transport all original documents in proper format, as provided by the Clerk's Office, to the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064.

6. By appointing BMC Group as the noticing and claims agent in these Chapter 11 cases, the Debtors and the creditors of their estates will benefit from BMC Group's significant experience in acting as noticing and claims agent in other cases and the efficient and cost effective methods that BMC Group has developed in its years of providing case administration

services. Utilizing BMC Group as the Debtors' noticing and claims agent in these cases will allow the Debtors to avoid duplication in claims administration and in providing notices to their creditors.

7. Additionally, the large number of creditors (approximately 1,000) and other parties-in-interest involved in the Debtors' Chapter 11 cases would almost certainly impose heavy administrative and other burdens upon the Court and the Clerk's Office. To relieve the Court and the Clerk's Office of these burdens, the Debtors propose to engage BMC Group as their noticing and claims agent in these Chapter 11 cases.

8. The Debtors request authority to compensate and reimburse BMC Group in accordance with the payment terms, procedures and conditions set forth in the Agreement for services rendered and expenses incurred in connection with these cases.

9. As set forth in the Agreement, BMC Group will be compensated in the ordinary course of business based on the services it provides at the rates set forth therein. The Debtors submit that the Agreement contemplates compensation at a level that is reasonable and appropriate for services of this nature, and is consistent with the compensation arrangement charged by BMC Group in other cases in which it is retained to provide similar services. Prior to the filing of the Debtors' Chapter 11 petitions, BMC Group was paid a retainer of \$5,000.00 (the "Retainer"), which was to be first applied to bring any outstanding balance for fees and expenses current.

10. The Debtors request that the fees and expenses of BMC Group incurred in the performance of the above services be treated as an administrative expense of the Debtors' Chapter 11 estates and be paid by the Debtors in the ordinary course of business; provided, however, that BMC Group shall apply the balance of its Retainer (after the payment of

prepetition fees and expenses) against any postpetition fees and expenses prior to payment under any carve-out provided for in any cash collateral or financing orders entered in the Chapter 11 cases. Accordingly, BMC Group will not be required to file interim or final applications in these cases for fees or expenses paid in accordance with the Agreement.

11. If any dispute arises between BMC Group and the Debtors with respect to fees and expenses, such dispute shall be presented to the Court for resolution thereof.

12. In the event these Chapter 11 cases are converted to cases under Chapter 7 of the Bankruptcy Code, the Debtors request that BMC Group continue to be paid for its services until the claims filed in these cases have been completely processed, and that if claims agent representation is necessary in the converted Chapter 7 cases, BMC Group would continue to be paid in accordance with 28 U.S.C. § 156(c).

13. BMC Group has informed the Debtors that it would maintain records of all services provided, showing dates, categories of services, fees charged, and expenses incurred and that it would serve monthly invoices on the Debtors, counsel for the Debtors, the Office of the United States Trustee (the "U.S. Trustee") and any official committees that may be appointed in these chapter 11 cases.

14. BMC Group will comply with all requests of the Clerk's Office and follow the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

15. Although the Debtors do not propose to retain BMC Group under section 327 of the Bankruptcy Code, BMC Group nonetheless has reviewed its electronic database and, to the best of its knowledge and except as disclosed in the Feil Declaration, BMC Group does not (a) hold or represent an interest materially adverse to the Debtors' estates with respect to any matter

for which it will be employed or (b) have any materially adverse connection to the Debtors, their creditors or other relevant parties.

16. As set forth in the Feil Declaration, (i) BMC Group is not a creditor of the Debtors as of the Petition Date; and (ii) BMC Group is a “disinterested person,” as defined in section 101(14) of the Bankruptcy Code.

17. As further set forth in the Feil Declaration, BMC Group represents, among other things, that:

(a) it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as noticing and claims agent in these Chapter 11 cases;

(b) by accepting employment in these Chapter 11 cases, it waives any right to receive compensation from the United States government in its capacity as noticing and claims agent in these cases;

(c) in its capacity as noticing and claims agent in these cases, it is not an agent of the United States government and is not acting on behalf of the United States government; and

18. To the extent BMC Group discovers any new relevant facts or relationship bearing on the matters described herein during the period of its retention, BMC Group will use reasonable efforts to supplement the Feil Declaration.

BASIS FOR RELIEF REQUESTED

19. Bankruptcy Rule 2002 generally regulates what notices must be given to creditors and other parties in interest in bankruptcy cases. Under Bankruptcy Rule 2002, the Court may direct that some person other than the Clerk’s Office give notice of the various matters described below.

20. Moreover, 28 U.S.C. § 156(c), which governs the staffing and expenses of bankruptcy courts, states in pertinent part:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the cost of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

21. For all the foregoing reasons, the Debtors believe that the retention of BMC Group as the noticing and claims agent is appropriate and in the best interests of the Debtors, their estates and the creditors. As an administrative agent and an adjunct to the Court, the Debtors do not believe that BMC Group is a "professional person" whose retention is subject to approval under section 327 of the Bankruptcy Code or whose compensation is subject to approval of the Court under Sections 330 and 331 of the Bankruptcy Code.

WHEREFORE, Debtors pray that the Court (i) enter an order substantially in the form of the Proposed Order attached hereto as Exhibit B granting the relief requested herein, and (ii) grant the Debtors such other and further relief as the Court may deem just and proper.

This 24th day of August, 2018.

Respectfully Submitted:

POLSINELLI PC

/s/ Michael Malone

Michael Malone
401 Commerce Street, Suite 900
Nashville, TN 37219
Telephone: (615) 259-1510
Facsimile: (615) 259-1573

mmalone@polsinelli.com

-and-

David E. Gordon (*Pro Hac Vice* Pending)
Caryn E. Wang (*Pro Hac Vice* Pending)
1201 West Peachtree Street NW
Atlanta, Georgia
Telephone: (404) 253-6000
Facsimile: (404) 684-6060
dgordon@polsinelli.com
cewang@polsinelli.com

*Proposed Counsel to the Debtors and
Debtors in Possession*

EXHIBIT A
Declaration of Tinamarie Feil

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

In re:)	
)	Chapter 11
Curae Health, Inc.,)	Case No. 18-05665
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Clarksdale Regional Physicians, LLC)	Case No. 18-05682
)	
1721 Midpark Road, Suite B200)	Judge Walker
Knoxville, TN 37921)	
Debtors.)	Joint Administration Pending

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, Tinamarie Feil, declare the following under penalty of perjury:

1. I am the President of Client Services of BMC Group, Inc. ("BMC Group"),¹ whose main office is located at 3732 W. 120th Street, Hawthorne, CA 90250, telephone number (206) 499-2169. The matters set forth herein are made of my own personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration is made in support of *Expedited Motion of Debtors Authorizing Employment of BMC Group, Inc. as Noticing and Claims Agent of Debtors* (the "Motion") filed by the above captioned debtors and debtors-in-Possession, (collectively the "Debtors").

3. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), BMC Group will perform, at the request of the Office of the Clerk of the Court (the "Clerk's Office"),

¹ Capitalized terms used, but not otherwise defined, herein shall have those meanings ascribed to them in the Motion.

the noticing and claims related services specified in the Motion. In addition, at the Debtor's request, BMC Group will perform such other noticing, claims, technical and support services specified in the Motion.

4. BMC Group is one of the country's leading Chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of Chapter 11 cases. BMC Group has substantial experience in the matters of this size and complexity, and has acted as the official notice and claims agent in many large bankruptcy cases filed in this and other districts. See, e.g., In re AutoMasters, LLC, et al, Case No. 17-7036 (Bankr, MD Ten. 2017), In re Vanguard Healthcare, LLC, et al, Case No. 16-03296 (Bankr MD Ten. 2016), In re Oreck Corporation, et al, Case No. 13-04006 (Bankr, MD Ten. 2013); InSight Health Services Holdings Corp., et al., Case No. 10-16564 (Bankr. S.D.N.Y. 2010); FairPoint Communications, Inc. et al., Case No. 09-16335 (Bankr. S.D.N.Y. 2009); In re DANA Corp., et al., Case No. 06-10354 (Bankr. S.D.N.Y. 2006); Cano Petroleum, Inc., et al., Case No. 12-31549 (Bankr. N.D. Tex. 2012); Graceway Pharmaceuticals, LLC., et al., Case No. 11-13036 (Bankr. D. Del. 2011); LC Liquidating f/k/a Lincolnshire Campus, LLC, et al., Case No. 10-34176 (Bankr. N.D. Tex. 2010); Erickson Retirement Communities, LLC, et al., Case No. 09-37010 (Bankr. N.D. Tex. 2009); In re NextMedia Group, Inc., et al., Case No. 09-14463 (Bankr. D. Del. 2008); In re Kitty Hawk, Inc., et al., Case No. 07-44536 (Bankr. N.D. Tex. 2007).

5. BMC Group represents, among other things, the following:

- a) BMC Group is not a creditor of the Debtors;
- b) BMC Group will not consider itself employed by the United States government and shall not seek any compensation from the United States

government in its capacity as the notice and claims agent in the chapter 11 cases;

- c) By accepting employment in the chapter 11 cases, BMC Group waives any rights to receive compensation from the United States government;
- d) In its capacity as the notice agent and claims agent in the chapter 11 cases, BMC Group will not be an agent of the United States and will not act on behalf of the United States;
- e) In its capacity as notice and claims agent in the chapter 11 cases, BMC Group will not intentionally misrepresent any fact to any person;
- f) BMC Group shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers; and
- g) None of the services provided by BMC Group as notice and claims agent shall be at the expense of the Clerk's Office.

6. The Debtors have many creditors, and accordingly, BMC Group may have rendered and may continue to render services to certain of these creditors. BMC Group has not and will not represent the separate interests of any such creditor in these Chapter 11 cases. Additionally, BMC Group's employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtors. For example, one or more of BMC Group's employees may have obligations outstanding with financial institutions that are creditors of the Debtors or may have used the Debtors' services.

7. To the best of my knowledge and except as disclosed herein, BMC Group neither holds nor represents any interest adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code") as required by section 327(a) of the Bankruptcy Code. BMC Group will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

8. In performing the services of notice and claims agent, BMC Group will charge the Debtors the rates set forth in the Agreement for Services, dated August 22, 2018, which is attached as Exhibit 1 hereto. The rates set forth therein are at least as favorable as the rates that BMC Group charges in cases in which it has been retained to perform similar services.

9. BMC Group will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

[SIGNATURE ON FOLLOWING PAGE]

government in its capacity as the notice and claims agent in the chapter 11 cases;

- c) By accepting employment in the chapter 11 cases, BMC Group waives any rights to receive compensation from the United States government;
- d) In its capacity as the notice agent and claims agent in the chapter 11 cases, BMC Group will not be an agent of the United States and will not act on behalf of the United States;
- e) In its capacity as notice and claims agent in the chapter 11 cases, BMC Group will not intentionally misrepresent any fact to any person;
- f) BMC Group shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers; and
- g) None of the services provided by BMC Group as notice and claims agent shall be at the expense of the Clerk's Office.

6. The Debtors have many creditors, and accordingly, BMC Group may have rendered and may continue to render services to certain of these creditors. BMC Group has not and will not represent the separate interests of any such creditor in these Chapter 11 cases. Additionally, BMC Group's employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtors. For example, one or more of BMC Group's employees may have obligations outstanding with financial institutions that are creditors of the Debtors or may have used the Debtors' services.

7. To the best of my knowledge and except as disclosed herein, BMC Group neither holds nor represents any interest adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code") as required by section 327(a) of the Bankruptcy Code. BMC Group will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

8. In performing the services of notice and claims agent, BMC Group will charge the Debtors the rates set forth in the Agreement for Services, dated August 22, 2018, which is attached as Exhibit 1 hereto. The rates set forth therein are at least as favorable as the rates that BMC Group charges in cases in which it has been retained to perform similar services.

9. BMC Group will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

[SIGNATURE ON FOLLOWING PAGE]

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

Dated: August 24th, 2018

A handwritten signature in cursive script, reading "Tinamarie Feil".

Tinamarie Feil
President, Client Services
BMC Group, Inc.

EXHIBIT 1

Services Agreement

AGREEMENT FOR SERVICES

This Agreement for services (the "Services Agreement" or "Agreement") is entered

between Curae Health, Inc. (collectively "Customer") and BMC Group, Inc. ("BMC"). The services rendered by BMC pursuant to this Agreement will commence on the date first set forth below and will continue until the Agreement is terminated as set forth below.

I. SERVICES

- A. BMC agrees to provide Customer with services assisting the Customer, Customer's counsel "Counsel" and Office of the Clerk with legal noticing and compilation, administration, evaluation and production of documents and information necessary to support a restructuring effort. At Customer's, Counsel's or the Clerk's Office's direction, as the case may be, and in accordance with any court orders or rules in the bankruptcy case(s) (including any court order authorizing BMC's engagement), BMC will (1) prepare and serve those notices required in the bankruptcy cases; (2) receive, record and maintain copies of all proofs of claim and proofs of interest filed in the bankruptcy cases; (3) create and maintain the official claims register(s); (4) receive and record all transfers of claims pursuant to Bankruptcy Rule 3001(e); (5) maintain an up-to-date mailing list for all entities who have filed proofs of claim and/or requests for notices in the bankruptcy cases; (6) assist Customer and Counsel with the administrative management of claims and notice data; (7) if requested, print, mail and tabulate ballots for purposes of plan voting; (8) create and maintain a case-specific website, (9) assist with the production of reports, exhibits and schedules of information or use by the Customer, it's counsel, or to be delivered the Court, the Clerk's Office, the U.S. Trustee or third parties; and (10) provide other technical and document management services of a similar nature requested by Customer or the Clerk's office.
- B. BMC also agrees to provide the Customer with consulting services regarding legal notice, claims management and reconciliation, plan solicitation, balloting, disbursements, preparation of schedules of assets and liabilities and statement of financial affairs, communications, confidential online workspaces and data rooms (publication to which should not violate the confidentiality provisions of this agreement) and any other service agreed upon by the parties or otherwise required by applicable law, governmental regulations or court rules or orders (Collectively the "Services").

- C. The Customer acknowledges and agrees that BMC will often take direction from the company's representatives, employees, agents and/or professionals with respect to providing Services hereunder. The parties agree that BMC may rely upon, and the Customer agrees to be bound by, any request, advice or information provided by the Customer and its agents to the same extent as if such requests, advice or information were provided by the Customer.
- D. Customer agrees that none of the Services provided by BMC contain legal advice or opinion, and neither BMC nor its personnel shall be deemed to practice law thereunder.

II. TECHNOLOGY SUPPORT

BMC agrees to provide computer software support and to educate and train Customer in the use of the support software, provide BMC's standard reports as well as consulting and programming support for Customer requested reports, program modifications, database modification, and/or other features.

III. TERMS AND CONDITIONS

- A. This Services Agreement is effective as of the date of its acceptance by both the Customer and BMC. BMC acknowledges, however, that a court order approving BMC's engagement may be required for employment in the Customer's bankruptcy matter.
- B. If the Customer commences a case under chapter 11 of the Bankruptcy Code, the Customer shall promptly file applications with the Bankruptcy Court to retain BMC (i) as claims and noticing agent pursuant to 28 U.S.C Section 156(c) and (ii) as administrative advisor pursuant to section 327(a) of the Bankruptcy Code for all Services that fall outside the scope of 28 U.S.C. Section 156(c). The form and substance of such applications and any order approving them shall be reasonably acceptable to BMC.
- C. If any Customer Chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, BMC will continue to be paid for Services pursuant to Section 156(c) and the terms of the Services Agreement.

IV. PRICES, CHARGES AND PAYMENT

- A. BMC will provide Services upon request or agreement of the Customer, in accordance with the Pricing Schedule attached.

- B. BMC reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2018. BMC shall provide thirty (30) days' prior written notice to Customer of such proposed increases.
- C. Customer agrees to reimburse BMC for any out-of-pocket expenses necessarily incurred in support of the services provided under this Agreement.
- D. Wire transfer information for the transmission of payments is as follows:
Bank Name - Bridge Bank, N.A.
ABA/Routing # - 121143260
Account Name - BMC Group, Inc.
Account # - 0101222545
- E. In connection with high volume noticing, or publication services, Customer may be required to prepay BMC estimated postage or publication amounts with respect to each notice. Alternatively, Customer may authorize BMC to cause courier's charges (such as UPS or FedEx) to be stated to Customer's own account with such courier.
- F. BMC agrees to regularly invoice Customer and Customer agrees that the amount invoiced is due and payable within fifteen (15) days. If any amount is unpaid as of fifteen (15) days from the receipt of the invoice, Customer further agrees to pay a late charge, calculated at one and one-half percent (1-1/2%) of the amount unpaid, accruing monthly from the invoice date. In the case of a dispute in the invoice amount, notice shall be given to BMC within ten (10) days of receipt of the invoice by Customer. Late charges shall not accrue on any amounts in dispute. The undisputed balance of the invoice amount is due and payable in the normal course.
- G. Customer shall pay or reimburse all taxes applicable to services performed under this Agreement and, specially, taxes based on disbursements made on behalf of Customer, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of BMC.
- H. To the extent permitted by applicable law, BMC shall receive a retainer in the amount of _____ (the "Retainer") that may be held by BMC as security for Customer's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. BMC shall be entitled to hold the Retainer until the termination of the Agreement. BMC may use the Retainer against unpaid fees and expenses hereunder. BMC may use the Retainer against all pre-petition fees and expenses, the Retainer will then be replenished to the original amount by the Customer. Following termination of the Agreement, BMC shall return to

Customer any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

- I. In the event of termination pursuant to Section VII hereof, Customer shall be liable for all amounts then accrued and/or due and owing to BMC under the Agreement.

V. RIGHTS OF OWNERSHIP

- A. The parties understand that the software programs and other similar proprietary materials furnished by BMC pursuant to this Agreement and/or developed during the course of this Agreement by BMC are the sole property of BMC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, subroutines, procedural manuals, and documentation. Customer agrees not to copy or permit others to copy for unauthorized use the source code from the support software or any other programs or similar proprietary materials furnished pursuant to this Agreement.
- B. Customer further agrees that any ideas, concepts, know-how or techniques relating to data processing or BMC's performance of its services developed during the course of its Agreement by BMC shall be exclusive property of BMC. Fees and Expenses paid by the Customer do not vest in the Customer any rights in such property.
- C. The Customer agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished/provided under the Services Agreement.

VI. CUSTOMER DATA

- A. The Customer is responsible for, and BMC does not verify, the accuracy of the programs, data and other information it or any agent of the Customer submits for processing to BMC and for the output of such information, including without limitation, with respect to preparation of statement of financial affairs and schedules of assets and liabilities (collectively "SOFA's and Schedules"). BMC bears no responsibility for the accuracy and content of SOFA's and Schedules, and the Customer is deemed hereunder to have approved and reviewed all SOFA's and Schedules filed on its behalf.
- B. The Customer agrees and represents and warrants to BMC that before delivery of any information to BMC: (i) the Customer has full authority to deliver such information to BMC, (ii) BMC is authorized to use such information to perform Services hereunder,
- C. Any data, storage media, programs or materials furnished to BMC by the

Customer may be retained by BMC until the Services hereunder are paid in full. The Customer shall remain liable for all fees and expenses incurred by BMC under this Agreement as a result of data storage or other materials maintained, stored or disposed by BMC.

- D. The Customer agrees to initiate and maintain back up files that would allow the Customer to regenerate or duplicate all programs, data or information provided by Customer to BMC.
- E. Upon Customer's request at any time or times while this Agreement is in effect, BMC shall immediately deliver to Customer at Customer's sole expense, any or all of the nonproprietary data, information and records held or controlled by BMC pursuant to this Agreement, in the form requested by Customer. Any information, data and records, in whatever form existing, whether provided to BMC by Customer or developed by BMC for Customer under this Agreement, may be retained by BMC until all amounts due under this Agreement are paid in full, it being understood that neither party asserts rights of ownership in the official claims register or materials filed with BMC as an agent of the court.
- F. Customer shall remain liable for all charges imposed under this Agreement as a result of data or physical media maintained by BMC. BMC shall dispose of the data and media in the manner requested by Customer. Customer agrees to pay BMC for reasonable expenses incurred as a result of the disposition of the data or media. After giving Customer thirty (30) days' advance notice, BMC reserves the right to dispose of data or media maintained by BMC for Customer if Customer has not utilized the services provided herein for a period of at least ninety (90) days or if Customer has not paid all charges due to BMC.

VII. FORCE MAJEURE

Whenever performance by BMC of any of its obligations hereunder is materially prevented or impacted by reason of any act of god, government requirement, strike, lock-out or other industrial or transportation disturbance, fire flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond BMC's reasonable control, then such performance shall be excused, and the Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

VIII. ARBITRATION

Any dispute arising out of this Services Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the

arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators' names in accordance with such rules. The arbitration shall be conducted in the English language in accordance with the United States Arbitration Act.

Notwithstanding the foregoing, upon the commencement of any chapter 11 case(s) by the Customer, any disputes related to this Services Agreement shall be decided by the bankruptcy court handling such chapter 11 case(s).

IX. ATTORNEYS FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance of or interpret the provisions of the Services Agreement, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs and other related expenses.

X. SYSTEM IMPROVEMENTS

As part of its ongoing efforts to improve our service offering, BMC is constantly improving its proprietary database and related reports. BMC therefor reserves the right to make changes in operating procedures/systems, programming languages, application programs and time-period accessibility so long as such changes do not materially interfere with ongoing services provided to the Customer in accordance with the Services Agreement and/or Customer's chapter 11 filing.

XI. NON-SOLICITATION

Customer agrees that it shall not, directly or indirectly, solicit for employment, employ or otherwise retain staff of BMC during the term of this Agreement, nor for a period of twelve (12) months after termination of this Agreement unless BMC provides prior written consent.

XII. CONFIDENTIALITY

BMC agrees to, and shall cause its servants, agents, employees, licensees, and subcontractors, to safeguard and keep confidential all data, records, information and communications of any sort or form, regardless of whether written, oral, visual or otherwise recorded or transmitted, with respect to Customer, but excluding such data, records, information and communications that exist in the public domain by reason other than a breach of BMC's obligations under this Section. BMC will use the Confidential Information only for the benefit of Customer in connection with the provision of services under this Agreement. Customer agrees to, and will cause its

servants, agents, employees, licensees, and subcontractors to keep all information with respect to BMC's system, procedures and software confidential; provided, however, that if either party is required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five business days' written notice to the other party, release the required information. The obligations set forth in this paragraph shall survive termination of this Services Agreement.

XIII. TERMINATION

- A. This Agreement shall remain in force until terminated by (i) Customer, or, by BMC upon thirty (30) days' prior written notice to the other party; or (ii) the failure of the Customer to pay BMC invoices for more than 60 days from the date of the invoice or accrual of invoices or unpaid services in excess of the Retainer held by BMC where BMC reasonably believes it will not be paid.
- B. If this agreement is terminated after BMC is retained pursuant to Bankruptcy Court Order, the Customer promptly shall seek entry of a Bankruptcy Court order discharging BMC of its duties under such retention, which order shall be in form and substance reasonably acceptable to BMC.
- C. In the event that this contract is terminated, regardless of the reason for such termination, BMC shall cooperate with Customer to orderly transfer to Customer or its designee (or destroy, at Customer's direction) data, records and information in its possession or control and to effect an orderly transition of record-keeping functions. BMC shall provide all necessary staff, services and assistance required for an orderly transfer and transition. Customer agrees to pay for such services in accordance with BMC's then existing prices for such services.

XIV. NO REPRESENTATIONS OR WARRANTIES

BMC makes no representation or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

XV. INDEMNIFICATION

Except with respect to breaches under Section XII "Confidentiality" above, Customer shall indemnify and hold BMC, its officers, employees and agents harmless against any and all losses, claims, damages, judgments, liabilities and expense whether direct or indirect (including reasonable counsel fees and expenses) resulting from action taken or permitted by BMC in good faith with due care and without negligence in reliance upon instructions or orders received from Customer as to anything arising in connection with

its performance under this Agreement. The Customers indemnification obligation shall survive the termination of this agreement.

XVI. LIMITATION OF LIABILITY

Except as expressly provided herein, BMC's liability to the Customer for any losses, unless due to BMC's gross negligence or willful misconduct, shall be limited to the amount paid by the Customer for the portion of the particular work that gave rise to the alleged loss. In no event shall BMC's liability to the Customer for any losses arising out of this services Agreement exceed the total amount actually paid to BMC for Services provided hereunder. In no event shall BMC be liable for any direct, special or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

XVII. NOTICES

Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

If to BMC Group, Inc.:

BMC Group, Inc.
Attn: Tinamarie Feil
600 1st Avenue
Seattle, WA 98104
Email: tfeil@bmcgroup.com
Telephone: 206.499.2169

If to the Customer:

*Curae Health, Inc.
Attn: Steve Clapp
1721 Midpark Rd, Suite B200
Knoxville, TN 37921*

With a copy to:

Egerton McAfee
Attn: Steve McSweeney
900 S. Gay St, Suite 1400
Riverview Tower
Knoxville, TN 37901

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, fax number, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section XVII.

XVIII. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the State of Washington, without regards to that state's provisions for choice of law and may be modified only by a written instrument duly executed by an authorized representative of Customer and an officer of BMC.

XIX. ENTIRE AGREEMENT/ MODIFICATIONS/SEVERABILITY

Each party acknowledges that it has read this Services Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and other agreements, oral and written between the parties relating to the subject matter of this Services Agreement. The Services Agreement may not be modified or altered by written instrument duly executed by both parties. Customer represents that it has the authority to enter into this Agreement, may be subject to bankruptcy court approval, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. In the event of

any conflict between a term of this Agreement and any order of the court exercising jurisdiction over the Customer bankruptcy case, the term(s) of the order shall govern.

XX. ASSIGNMENT

The Services Agreement and the rights and obligations of BMC and the Customer hereunder shall bind and inure to the benefit of any successors or assigns hereto.

XXI. EFFECTIVENESS OF COUNTERPARTS

This Services Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This services Agreement will become effective when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

BMC Group, Inc. Representative:

Customer Representative:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT B

Proposed Order

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

In re:)	
	)	Chapter 11
Curae Health, Inc.,	)	Case No. 18-05665
Amory Regional Medical Center, Inc.,	)	Case No. 18-05675
Batesville Regional Medical Center, Inc.,	)	Case No. 18-05676
Clarksdale Regional Medical Center, Inc.	)	Case No. 18-05678
Amory Regional Physicians, LLC	)	Case No. 18-05680
Batesville Regional Physicians, LLC	)	Case No. 18-05681
Clarksdale Regional Physicians, LLC	)	Case No. 18-05682
)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921)	
Debtors.	)	Joint Administration Pending

**ORDER APPROVING EMPLOYMENT OF BMC GROUP, INC.
AS NOTICING AND CLAIMS AGENT FOR THE DEBTORS**

Upon consideration of the Motion (the “Motion”)¹ of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), pursuant to 28 U.S.C. § 156(c) and Rule 2002 of the Federal Rules of Bankruptcy Procedure, for entry of an order authorizing the Debtors to retain BMC Group, Inc. (“BMC Group”) as noticing and claims agent (“Claims Agent”), pursuant to the terms of the Agreement for Services, dated August 22, 2018 (the “Agreement”), attached to the Motion as Exhibit 1 to the Declaration of Tinamarie Feil; it appearing that the receiving, docketing, and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk of the United States Bankruptcy Court for the Middle District of Tennessee; and the Court being authorized pursuant to 28 U.S.C. § 156(c) to utilize, at the Debtors’ expense, outside agents and facilities to provide notices to parties in Title 11 cases and to receive, docket, maintain, photocopy, and transmit proofs of claim; and the Court being

¹ Capitalized terms used, but not otherwise defined, herein shall have those meanings ascribed to them in the Motion.

satisfied that BMC Group has the capability and experience to provide such services and that BMC Group does not hold an interest adverse to the Debtors or their estates respecting the matters upon which they are to be engaged; and the Court having found that: (a) it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (c) venue of the Motion and these Chapter 11 cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409; (d) good and sufficient notice of the Motion having been given; (e) no other or further notice being required; (f) the employment of BMC Group is in the best interests of the Debtors, their estates, creditors, and other parties in interest; and (g) good and sufficient cause exists for granting the Motion;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted.
2. The Debtors are authorized, pursuant to 28 U.S.C. § 156(c) and Rule 2002(a) of the Federal Rules of Bankruptcy Procedure to retain and employ BMC Group as their Claims Agent in these cases, upon the terms and conditions set forth in the Motion and in the Agreement *nunc pro tunc* to the date of filing of these cases.
3. The Agreement is approved in its entirety.
4. The Debtors are authorized to compensate BMC Group for its services and reimburse BMC Group for any related expenses in accordance with applicable provisions of the Agreement without the need for BMC Group to file any fee Motions or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses, and such fees and expenses of BMC Group shall be treated as administrative expenses of the Debtors' Chapter 11 estates and shall be paid by the Debtors in the ordinary course of business; provided, however, that BMC Group shall apply the balance of its Retainer (after the payment of

prepetition fees and expenses) against any postpetition fees and expenses prior to payment under any carve-out provided for in any cash collateral or financing orders entered in the Chapter 11 cases.

5. In the event these Chapter 11 cases are converted to cases under Chapter 7 of the Bankruptcy Code, BMC Group will continue to be paid for its services until the claims filed in these Chapter 11 cases have been completely processed, and that if claims agent representation is necessary in the converted Chapter 7 cases, BMC Group shall continue to be paid in accordance with 28 U.S.C. § 156(c).

6. In the event that BMC Group is unable to provide the services set out in this Order, BMC Group will immediately notify the Clerk's Office and the Debtors and their counsel and cause to have all original proofs of claim (if applicable) and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk's Office and the Debtors and their counsel.

7. This Court shall retain exclusive jurisdiction over all matters arising out of or related to the Motion, the Agreement, and this Order.

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

APPROVED FOR ENTRY:

POLSINELLI PC

/s/ Michael Malone

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

-and-

David E. Gordon (*Pro Hac Vice* Pending)
Caryn E. Wang (*Pro Hac Vice* Pending)
1201 West Peachtree Street NW
Atlanta, Georgia
Telephone: (404) 253-6000
Facsimile: (404) 684-6060
dgordon@polsinelli.com
cewang@polsinelli.com

*Proposed Counsel to the Debtors and
Debtors in Possession*