

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

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

**NOTICE OF: (I) DEBTORS’ INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY,
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY;
AND (II) CURE AMOUNTS RELATED TO THE FOREGOING**

PLEASE TAKE NOTICE THAT, on November 6, 2018, the above-captioned debtors (the “**Debtors**”) filed the *Debtors’ Motion for Entry of an Order (I) Authorizing and Approving Bidding Procedures for the Sale of Panola Medical Center, (II) Authorizing the Sale of Panola Medical Center Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (III) Approving Stalking Horse Purchaser, Break-up Fee, and Overbid Protections, (IV) Establishing Certain Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (V) Scheduling an Auction, (VI) Scheduling a Hearing and Objections Deadlines With Respect to the Sale of Panola Medical Center, (VII) Approving the Form and Manner of Notice Thereof, and (VIII) Granting Related Relief* (Dkt. No. 401) (the “**Sale Procedures Motion**”).²

PLEASE TAKE FURTHER NOTICE that, pursuant to the Sale Procedures Motion, the Debtors sought, among other things, authorization and approval of (a) the sale of the Panola Hospital, pursuant to the Panola APA, free and clear of all liens, claims, encumbrances and other interests (the “**Sale**”), (b) the assumption and assignment of certain executory contracts (the “**Contracts**”) and unexpired leases (the “**Leases**”), in connection with the Sale, and (c) scheduling a final hearing to approve the Sale, including the assumption and assignment of the Contracts and Leases.

PLEASE TAKE FURTHER NOTICE that the Panola APA contemplates, and the proposed order approving the Sale, if entered, shall authorize and approve, the assumption and assignment of certain Contracts and Leases, pursuant to section 365 of the Bankruptcy Code.

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

² Capitalized terms used in this notice and not otherwise defined shall have the meanings ascribed to them in the Sale Procedures Motion.

PLEASE TAKE FURTHER NOTICE that the Debtors maintain a schedule of Contracts and Leases the Debtors **may** assume and assign in connection with the Sale and you are receiving this notice because you are a party to one or more of the Contracts and Leases the Debtor **may** assume and assign in connection with the Sale.

PLEASE TAKE FURTHER NOTICE that receipt of this notice does not guarantee that the Contract or Lease to which you are party will ultimately be assumed and assigned, because the party ultimately purchasing the Panola Hospital pursuant to the Panola APA reserves the right to exclude any assumable executory contract or unexpired lease; however,

1. Please review the cure amounts set forth on **Exhibit 1** to this notice for your Contract or Lease.

2. If you agree with the respective cure amount on **Exhibit 1** and otherwise do not object to the Debtors' assumption and assignment of your Contract or Lease, you are not required to take any further action.

3. Objections, if any, to the proposed assumption and assignment of a Contract or Lease (each, an "**Assumption Objection**"), including objections to cure amounts, must be made in writing and filed with the United States Bankruptcy Court so as to be received no later than ten (10) days after the date of this notice (the "**Objection Deadline**") by (a) the Debtors, (b) Quentin Whitwell, Harper Whitwell PLLC, 800 College Hill Road #5201, Oxford, MS 38655, quentin@harperwhitwell.com, (c) counsel to MidCap Financial, c/o David E. Lemke, Waller Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, Tennessee 37219, david.lemke@wallerlaw.com, (d) counsel ServisFirst Bank, David G. Thompson, Neal & Harwell, PLC, 1201 Demonbreun Street, Suite 1000, Nashville, Tennessee 37203, dthompson@nealharwell.com, and (e) counsel to the Official Committee of Unsecured Creditors, c/o Andrew Sherman, Sills Cummis & Gross, P.C., One Riverfront Plaza, Newark, NJ 07102, asherman@sillscummis.com.

4. If a timely Assumption Objection is filed solely as to the cure amount (a "**Cure Objection**"), then the Contract or Lease shall nevertheless be assumed and assigned to the purchaser of the Panola Hospital upon the closing of the Sale, the purchaser shall pay the undisputed portion of the cure amount on or as soon as reasonably practicable after the closing of the Sale, and the disputed portion of the cure amount shall be paid as soon as practicable after the resolution of the dispute, either through good faith discussion or with the aid of the court.

5. If a timely Assumption Objection is filed that objects to the assumption and assignment on a basis other than the cure amount, the Debtors, the purchaser, and the objecting non-debtor party to the Contract or Lease shall meet and confer in good faith to attempt to resolve any such objection without intervention by the court; however, if the Debtors determine that the objection cannot be resolved without judicial intervention, then at the discretion of the Debtors and the purchaser, the objection shall be determined by the court at the Sale Hearing or such other date as determined by the court. If the court determines at such hearing that the Contract or Lease subject to the Assumption Objection should not be assumed and assigned, then such Contract or Lease shall not be assumed or assigned to the purchaser.

6. If the Debtors, the purchaser, and the non-debtor counterparty to a Contract or Lease resolves any Assumption Objection, they shall enter into a written stipulation, which stipulation is not required to be filed with or approved by the court and shall not be assigned to the purchaser.

PLEASE TAKE FURTHER NOTICE that, unless an Assumption Objection is filed on or before the Objection Deadline, you shall be deemed to have consented to the assumption and assignment of your Contract or Lease and the associated cure amount, and you shall be forever barred from objecting to the cure amount and from asserting any additional cure or other amounts against the Debtors, their estates, or the purchaser.

PLEASE TAKE FURTHER NOTICE that, up to the Closing Date, the purchaser may, in its sole discretion, subject to certain limitations specified in the Panola APA, exclude any Contract or Lease by providing notice to the Debtors and you. Upon such designation, the Contract or Lease excluded by the purchaser shall not be deemed to be, or to have been, assumed or assigned, and shall remain subject to assumption, rejection, or assignment by the Debtors.

PLEASE TAKE FURTHER NOTICE that the Debtors' decision to assume and assign a Contract or Lease is subject to approval by the court and consummation of the Sale and, absent such approval and consummation, no Contract or Lease will be assumed or assigned to the purchaser and shall in all respects remain subject to further administration by the court in accordance and subject to the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, upon approval by the court and consummation of the Sale, all Contracts and Leases to be assumed and assigned by the Debtors to the purchaser shall be assumed and assigned to the purchaser effective on the Closing Date.

PLEASE TAKE FURTHER NOTICE that, until the effective date of assumption and assignment, assumption and assignment of any Contract or Lease is subject to the purchaser's rights to add or exclude any Contract or Lease.

PLEASE TAKE FURTHER NOTICE that Debtors shall, on or as soon as practicable after December 15, 2018, provide adequate assurance of future performance, as set forth in section 365(b)(1)(C) of the Bankruptcy Code, with respect to any executory contract or unexpired lease listed in this notice, to any party who submits a written request to Caryn E. Wang at cewang@polsinelli.com or (404) 253-6016.

PLEASE TAKE FURTHER NOTICE that this notice and the terms set forth in this notice are subject in all respects to the terms and conditions of the Sale Procedures Motion and the court's orders approving the Sale Procedures Motion and Sale.

Exhibit 1
Executory Contracts and Leases

BATESVILLE REGIONAL MEDICAL CENTER, INC.
TABLE OF EXECUTORY CONTRACTS
(Case No. 18-05676)

<u>Counterparty</u>	<u>Contract Description</u>	<u>Proposed Cure Amount</u>
Olugbenga Adedipe, MD	Employment Agreement	0.00
Olugbenga Adedipe, MD	Physician Employment Agreement	0.00
Air Evac EMS, Inc.	Real Estate Lease (Hospital as Landlord) (Fulltime)	0.00
Alliance Healthcare Radiology	Service Agreement (Radiology)	\$89,025.00
Kristie Alvarez, MD	Employment Agreement	0.00
Otis Anderson III. MD	Physician Medical Direct Agreement	\$17,306.40
George Anderson, MD	Independent Contractors (PSA)	0.00
Otis Anderson, MD	Independent Contractor (PSA)	0.00
Erica Balthrop, MD	Professional Service Agreement (Other)	0.00
Baptist Health Services Group of the Mid-South Inc.	Hospital Payor Agreement	0.00
Baptist Health Systems	Equipment Lease (10 CDU Beds)	\$23,554.80
Batesville HMA Medical Group, LLC	Laboratory Services Agreement (Reference Lab Services)	0.00
Scott Baymiller, MD	Physician Independent Contractor Agreement	0.00
Amanda Beckwith, DO, PLLC	Independent Contractor (PSA)	0.00
BFI d/b/a Allied Waste Services d/b/a Republic Services	Service Agreement (Waste Disposal)	0.00
Blue Cross and Blue Shield of Mississippi	Hospital Payor Agreement (Evergreen)	0.00
Brentwood Behavioral Healthcare of Mississippi	Equipment Lease	\$297,581.00
Brentwood Behavioral Healthcare of Mississippi	Equipment Lease	0.00

<u>Counterparty</u>	<u>Contract Description</u>	<u>Proposed Cure Amount</u>
Brentwood Behavioral Healthcare of Mississippi	Equipment Lease	0.00
Brentwood Behavioral Healthcare	Equipment Lease (APS Beds)	0.00
Brewer Appraisal Service	Service Agreement (Non-Clinical)	0.00
Keneyetta Brummitt, MD	Employment Agreement	0.00
Keneyetta Brummitt, MD	Participation Agreement	0.00
Capstone College of Nursing	Clinical Affiliation Agreement	0.00
Cardinal Health 200, LLC	Equipment Purchase Agreement	\$45,772.02
Carestream Health, Inc.	Maintenance, Support Service Agreement (Equipment/Supplies)	0.00
Carestream Health, Inc.	Maintenance, Support Service Agreement (Equipment/Supplies)	0.00
Carrier Commercial Service	Maintenance, Support and Service Agreement (Equipment/Supplies)	\$5,373.44
CHCT Mississippi LLC	Real Property Lease (MOB Rent)	\$33,384.94
CHS PSC, LLC	Confidentiality & Non-Disclosure Agreements	\$278,908.00
CHS PSC, LLC	Confidentiality & Non-Disclosure Agreements	0.00
Cigna Behavioral Health, Inc.	Hospital Payor Agreement	\$225.39
Cigna Health and Life Insurance Company	Hospital Payor Agreement	0.00
Coding and Billing Solutions, LLC	Business Associate Agreement	0.00
Coding and Billing Solutions, LLC	Service Agreement (Non-Clinical)	0.00
Communicare Haven House	Hospital Payor Agreement	0.00
Compass Group USA, Inc.	Service Agreement (Clinical)	0.00

<u>Counterparty</u>	<u>Contract Description</u>	<u>Proposed Cure Amount</u>
CompHealth	Locum Tenens	\$7,804.16
Convenient Care Clinic, PLLC	Real Estate Lease (Hospital as Lessee)	0.00
Crown Health Care Laundry Services, LLC	Service Agreement (Laundering)	\$35,313.22
Crown Health Care Laundry Services, LLC	Facility Maintenance Service Agreement	0.00
Jesse T. Davis, Jr.	Medical Director	0.00
Delta State University	Clinical Affiliation Agreement	0.00
Delta State University	Clinical Affiliation Agreement	0.00
Delta Vending	Service & Supply Agreement	0.00
Erica Balthrop, MD	Independent Contractors (PSA)	0.00
Jayce Miskel, MD	Independent Contractors (PSA)	0.00
DSI Security Services	Security Agreement	\$46,318.32
Ecolab, Inc.	Equipment Lease	\$732.64
Ecolab, Inc.	Equipment Lease	\$803.24
Ecolab, Inc.	Equipment Lease	0.00
Cedric Edwards, MD	Service Agreement (Clinical)	0.00
Elizabeth Edwards, NP	Employment Agreement	0.00
Finch-Henry Job Corps Center	Memorandum of Understanding	0.00
Finch-Henry Job Corps Center	Hospital Payor Agreement (Evergreen)	0.00
First Choice Health Plan of Mississippi, LLC	Hospital Payor Agreement (Evergreen)	0.00
Foot Health Center	Lease Agreement	0.00
GE Healthcare (WI)	Service Agreement	\$79,826.25
GE Healthcare (WI)	Service Agreement (Radiology)	0.00
GE Healthcare (WI)	Equipment Lease	0.00

<u>Counterparty</u>	<u>Contract Description</u>	<u>Proposed Cure Amount</u>
GE Healthcare (PA)	Equipment Lease (Fetal Monitors)	0.00
GE Healthcare (PA)	Equipment Lease (Hill Rom Spo2rt Beds)	0.00
GE Healthcare (PA)	Equipment Lease (Dash 4000 Monitors)	0.00
GE Healthcare (PA)	Equipment Lease (Nuclear Med Camera)	0.00
GE Healthcare (PA)	Equipment Lease (UltraSound)	0.00
General Electric Company	Service & Supply Agreement	0.00
Charles Haley, MD	Employment Agreement	0.00
Charles Haley, MD	Physician Employment Agreement	0.00
Michael Havens, MD	Independent Contractors (PSA)	0.00
Michael Havens, MD	Employment Agreement	0.00
Michael Havens, MD	Physician Employment Agreement	0.00
Healthcare Appraisers, Inc.	Physician Employment Agreement	0.00
HHS Environmental Services, LLC	Service Agreement (Non-Clinical)	0.00
HHS Environmental Services, LLC	Equipment Purchase Agreement	0.00
Hill Rom Company, Inc.	Equipment Lease (Pumps/Vents)	\$3,566.50
Hinds Community College	Student Clinical Affiliation Agreement	0.00
Hologic	Maintenance, Support and Service Agreement (Equipment/Supplies)	\$38,264.14
Hospital Care Consultants	Professional Services Agreement (Hospital Based)	\$72,500.00
JPB Pathology, Inc.	Professional Services Agreement (Physician)	\$426.00

<u>Counterparty</u>	<u>Contract Description</u>	<u>Proposed Cure Amount</u>
Johnson Controls, Inc.	Maintenance, Support and Services Agreement (Equipment/Supplies)	0.00
JP Consulting, Inc.	Consulting Services Agreement	0.00
Kirk Kinard DO	Recruiting Agreement (Physician)	0.00
Leasing Associates of Barrington	Equipment Lease (Immunoassay Lab Equip)	\$9,031.39
Leasing Associates of Barrington	Equipment Lease (Hematology Lab Equip)	0.00
Leasing Associates of Barrington	Equipment Lease (Coagulation Lab Equip)	0.00
Leslie Leslie, APRN	Employment Agreement (Non-Physician)	\$14,700.00
Leslie Leslie	Employment Agreement	0.00
Lifeguard Ambulance Service		\$20,812.13
Magnolia Health Plan, Inc.	Hospital Payor Agreement	0.00
Jerry Martin (BO), MD	Employment Agreement	0.00
Masimo Americas, Inc.	Maintenance, Support and Service Agreement (Equipment/Supplies)	\$6,005.00
Methodist Healthcare-Memphis Hospitals	Maintenance, Support and Service Agreement (Equipment/Supplies)	\$85,218.95
Mid South Rehab Services, Inc.	Professional Services Agreement	\$172,400.00
Mid-South Nuclear Services, LLC	Service Agreement (Radiology)	\$12,215.00
Mid-South Nuclear Services, LLC	Service Agreement (Radiology)	0.00
Mississippi Baptist Medical Center, Inc.	Lease Agreement	0.00
Mississippi Department of Rehabilitation	Professional Services Agreement (Hospital Based)	0.00
Mississippi Emergency Physicians, LLC	Professional Services Agreement (Hospital Based)	\$584,929.48
Mississippi Emergency Physicians, LLC	Management Services	0.00

<u>Counterparty</u>	<u>Contract Description</u>	<u>Proposed Cure Amount</u>
Mississippi Emergency Physicians, LLC	Service Agreement (Clinical)	0.00
Mississippi Physicians Care Network	Hospital Payor Agreement	0.00
Mississippi State Department of Health	Hospital Payor Agreement	\$28,220.00
Natalie Moore, FNP	Employment Agreement	0.00
Net Health Systems, Inc.	Software License	\$9,161.65
Nexair	Equipment Lease (Oxygen Cylinder Rent)	\$10,746.59
Nexair, LLC	Maintenance, Support and Service Agreement (Equipment/Supplies)	0.00
Katherine Pannel, DO	Professional Services Agreement (Physicians)	0.00
Sarah Pannel, MD	Independent Contractors (PSA)	0.00
Panola County, Mississippi	Memorandum of Understanding	\$318,421.12
Panola Speech Therapy, LLC	Service Agreement	\$1,138.67
Donald Parnell, Jr., MD	Employment Agreement	0.00
Philips Respironics		\$1,133.00
Pitney Bowes Global Fin Srv	Lease Agreement	0.00
Poteat Properties	Real Property Lease (Peds Clinic Rent)	0.00
Priority Medical Transportation, Inc.	Ambulance Agreement	0.00
Pyces Its-Healthcare Consulting, Inc.	Staffing/Search Agreement	\$4,840.00
Michael Rack, MD	Employment Agreement	0.00
Radiology Associates of Oxford, PA	Service Agreement (Clinical)	0.00
Ricoh	Office Equipment Lease (Copiers)	\$70,232.85
RJ Young Company	Service Agreement	\$4,234.48
Malcom Roland, MD	Service Agreement (Clinical)	0.00
Malcolm Roland, MD	Independent Contractors	0.00

<u>Counterparty</u>	<u>Contract Description</u>	<u>Proposed Cure Amount</u>
	(PSA)	
Joseph Ruder II, DDS	Real Estate Lease (Hospital as Landlord) (Part-Time)	0.00
Jodi Russell, FNP	Employment Agreement	0.00
Darrick Siew, MD	Employment Agreement	0.00
Softscript, Inc.	Service Agreement (Clinical)	\$19,464.51
Softscript, Inc.	Maintenance, Support and Service Agreement (Equipment/Supplies)	0.00
SouthernCare Batesville	Hospice Agreement	0.00
Southwest Missouri Allied Health Education	Clinical Affiliation Agreement	0.00
State Systems, Inc.	Service Agreement	\$22,200.00
Stericycle, Inc.	Service Agreement (Waste Disposal)	\$14,469.09
Stericycle, Inc.	Service & Supply Agreement	0.00
Tallahatchie County Board of Supervisors	Service Agreement (Clinical)	0.00
Tallahatchie County Board of Supervisors	Hospital Payor Agreement	0.00
Tallahatchie General Hospital	Transfer Agreement	0.00
Taylor Power Systems	Maintenance, Support and Service Agreement (Equipment/Supplies)	\$5,232.00
Triple Point Industries, LLC	Service Agreement (Non-Clinical)	\$3,451.87
Triwest Healthcare Alliance Corporation	Hospital Payor Agreement (Evergreen)	0.00
Joseph Tubbs FNP	Employment Agreement (Non-Physician)	0.00
Joseph Tubbs, FNP	Employment Agreement	0.00
George Tucker, MD	Participation Agreement	0.00
George Tucker, MD	Employment Agreement	0.00

<u>Counterparty</u>	<u>Contract Description</u>	<u>Proposed Cure Amount</u>
UnitedHealthcare Insurance Company	Hospital Payor Agreement	0.00
Universal Hospital Services	Universal Hospital Services	\$7,020.80
Kymerly Van Every, FNP	Employment Contract	0.00
Marianne Wharton, NP	Employment Contract	0.00
Brittany Willis, FNP	Employment Contract	0.00
Willow Anesthesia Service, LLC	Professional Services Agreement	\$93,176.81
Willow Pain and Wellness, LLC	Real Estate (Hospital as Landlord) (Part Time)	\$11,917.67
Becky Winters, RPSGT	Business Associate Agreement	345.00
Winthrop Resources/McKesson	Service Agreement (Acudose Cabinets)	\$9,609.09
Xerox Corp	Office Equipment Lease (Copiers)	\$1,718.91

BATESVILLE REGIONAL PHYSICIANS, LLC.
TABLE OF EXECUTORY CONTRACTS
(Case No. 18-05681)

<u>Counterparty</u>	<u>Contract Description</u>	<u>Proposed Cure Amount</u>
Kristie Alvarez, MD	Physician Employment Agreement	0.00
Scott Harrison, MD	Physician Recruiting Agreement	\$82,000.02
Natalie Moore, FNP	Employment Agreement (Non-Physician)	0.00
Leslie Rhodes, DNP, PPCNP-BC	Employment Agreement (Non-Physician)	0.00
Jodi Russell, FNP	Employment Agreement (Non-Physician)	0.00
Joseph Tubbs, FNP	Employment Agreement (Non-Physician)	0.00
Kymerly R. Van Every, C-FNP	Employment Agreement (Non-Physician)	0.00
Brittany Willis, FNP-C	Employment Agreement (Non-Physician)	0.00

CURAE HEALTH, INC.
TABLE OF UNEXPIRED LEASES AND EXECUTORY CONTRACTS
(Case No. 18-05665)

Counterparty	Contract Description	Proposed Cure Amount*
3M	Service Agreement	\$180,061.10
Abbott Laboratories	Service Agreement	\$0.00
Abbot Point of Care	Contract	\$0.00
Aquapure Water Systems, LLC	Equipment Lease (Filtered Water System)	\$0.00
Athena	Service Agreement	\$0.00
BlueCross BlueShield	Benefit Contract	\$0.00
Cardinal Health 110, LLC	Group Commitment Agreement	\$0.00
Delta Dental	Benefit Contract	\$0.00
Elliot Data Systems, Inc.	IFS Capital Lease Agreement Sphinx Enterprise Software	\$0.00
Experian Passport	Service Agreement	\$42,500.00
EyeMed	Benefit Contract	\$0.00
GIS	Benefit Contract	\$0.00
Healthstream	Benefit Contract	\$0.00
HealthTrust	Service Agreement	\$0.00
HS2	Service Agreement	\$3,982.50
IN10SITY	Service Agreement	\$0.00
International Finance Services (Assigned to TCF Equipment Finance)	Office Equipment Lease (Kronos Badge Reader-Facilities)	\$0.00
Interqual	Service Agreement (Evergreen)	\$0.00
Kronos	Service Agreement	\$7,410.00
Kronos International Financial Services Corporation	Equipment/Software Lease	\$0.00
LBMC	Benefit Contract	\$0.00
McKesson	Service Agreement (Evergreen)	\$0.00

<u>Counterparty</u>	<u>Contract Description</u>	<u>Proposed Cure Amount*</u>
MedHost	Service Agreement	\$3,153,129.98
Medical Interactive	Service Agreement	\$0.00
MediTract	Service Agreement	\$6,270.93
MicroSoft	Service Agreement	\$0.00
MidPark Knoxville, LLC	Real Property Lease (Corporate Office Rent)	\$0.00
Milliman	Benefit Contract	\$2,001.88
Mutual of Omaha	Benefit Contract	\$0.00
Optum360	Benefit Contract	\$0.00
Pascal Metrics	Benefit Contract	\$0.00
Pharmacy Onesource/Wiktors Kluwer	Service Agreement	\$0.00
Pitney Bowes	Office Equipment Lease (Postage Machine)	\$0.00
Polestar	Benefit Contract	\$612.15
Sentri7	Service Agreement	\$0.00
Sirius Computer Solutions/Nutranix	Service Agreement	\$0.00
Sun Life	Benefit Contract	\$0.00
Thomas and Company	Benefit Contract	\$0.00
TIS	Benefit Contract	\$0.00
Trinisys	Service Agreement	\$0.00
Var Technology Finance	Office Equipment Lease (Nutanix Server-Corporate)	\$0.00
Your Care Universe	Service Agreement	\$5,445.74

*All proposed cure amounts listed in this table shall be reduced by any amount to be paid to the applicable contract counterparty in connection with the sale of Gilmore Medical Center.