

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 1/7/2019



**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

ORDER (I) AUTHORIZING THE DEBTORS TO TRANSFER THE REVENUE CYCLE SERVICES FOR DEBTORS’ CLINIC FACILITIES TO MEDHOST OF TENNESSEE, INC. AND (II) GRANTING RELATED RELIEF

Upon the motion (the “**Motion**”)² of the debtors and debtors in possession (the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) for entry of an order, pursuant to sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004, (I) authorizing the Debtors to transfer the Revenue Cycle Services for Debtors’ Clinic Facilities to MedHost of Tennessee, Inc. (“**MT**”), and (II) granting related relief, all as more fully set forth in the Motion; and upon the record of the hearing on the Motion, if any; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been given pursuant to Local Rule 9013-1; and it appearing that no other or further notice of the Motion is required; and

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 not otherwise defined herein shall have the meanings ascribed to them in the Motion.

this Court having found that the relief requested by the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and after due deliberation thereon; and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth below.
2. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors are authorized, but not directed, to enter into the Statements of Work annexed to the Motion as Exhibit C and transfer the Revenue Cycle Services to MT.
3. Pursuant to the *Final Order (I) Authorizing The Debtors To (A) Obtain Postpetition Secured Financing And (B) Utilize Cash Collateral, (II) Granting Liens And Superpriority Administrative Expense Status, (III) Granting Adequate Protection, (IV) Modifying The Automatic Stay and (V) Scheduling a Final Hearing* entered in these cases on August 29, 2018 (Docket No. 455) (the "**Final DIP Order**"), the Statements of Work, and all other contracts between one or more of the Debtors and MT and/or any of its affiliates, successors, or assigns, including, MedHost Direct, Inc. ("**MD**"), or any of its affiliates, successors or assigns (and together with MT, "**MedHost**"), including, without limitation, those Hosting and Managed Services Agreements and the Software License and Application Service Agreements to which they are parties, as amended, restated, or otherwise modified, as well as any and all replacements, renewals, and extensions of such agreements (collectively, the "**MedHost Agreements**"), shall be and hereby are part of the DIP Collateral and subject to the DIP Liens securing the DIP Obligations and all of the terms and conditions of the Final DIP Order and DIP Financing Documents. Without limiting the foregoing, Debtors hereby assign and transfer to DIP Agent, and hereby grant to DIP Agent, for the benefit of DIP Lenders, a security interest in, all of

such Debtors' rights, title, and interest in, and benefits under, the MedHost Agreements, and after an Event of Default (as set forth in the Final DIP Order), the DIP Agent shall, at its option and in its sole discretion, be entitled to enforce, either in its own name or in the name of Debtors, all rights of Debtors under any MedHost Agreement in accordance with the terms thereof, and may do any and all other things necessary, convenient or proper to fully and completely effectuate the collateral assignment of the rights of Debtors under such MedHost Agreements pursuant hereto, and if DIP Agent elects to enforce such rights under any of the MedHost Agreements, the applicable MedHost entity shall continue to perform thereunder pursuant to the terms of the applicable MedHost Agreement until such time as the MedHost Agreement is terminated; provided, to the extent DIP Agent elects to enforce such rights under any applicable MedHost Agreement, the applicable MedHost entity shall be entitled to compensation for performing under the MedHost Agreement in accordance with its terms; and provided, further, that the DIP Agent may terminate the applicable MedHost Agreement upon fifteen (15) days prior written notice to the applicable MedHost entity without further liability of the DIP Agent, provided, however, this shall not limit any MedHost entity with respect to its Claims against any of the Debtor or their estates for amounts due for services rendered pre- or post-petition under any MedHost Agreement, for damage resulting from the early termination thereof, or otherwise.

4. Notwithstanding anything to the contrary herein or in the MedHost Agreements, but subject to compliance by the Debtors (or, if applicable, any of the entities mentioned in clause (ii) below) with all applicable requirements of the Bankruptcy Code and Rules, including without limitation 11 U.S.C. section 365: (i) the Debtors are authorized, but not obligated, to assign the MedHost Agreements, without recourse or liability to the estates herein, to one or more purchasers or third party operators of the Debtors' assets, provided that such purchaser or

third party operator agrees to be bound by all terms and conditions of the MedHost Agreement and (ii) any Debtor representative, plan administrator, estate representative, liquidating trustee or similar fiduciary appointed pursuant to any plan of liquidation confirmed in these cases shall, at its option and in its sole discretion, be entitled to enforce, either in its own name or in the name of Debtors, all rights of Debtors under any MedHost Agreement in accordance with the terms and conditions thereof.

5. Notwithstanding the relief granted herein and any actions taken hereunder, nothing in the Motion or this order shall: (a) constitute an admission as to the validity or priority of any claim against the Debtors, (b) constitute a waiver of the Debtors' rights to dispute any claim, or (c) constitute an assumption or rejection of any executory contract or lease of the Debtors.

6. The fourteen (14) day stays imposed by Rules 6004(h) and 6006(d) of the Bankruptcy Rules are waived with respect to this order, and this order shall take effect immediately upon its entry.

7. Within two (2) business days after entry of this Order, the Debtors shall serve this Order on the Notice Parties provided in the Motion.

8. The Debtors are authorized, but not directed, to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

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

APPROVED FOR ENTRY:

POLSINELLI PC

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