

United States Bankruptcy Court
Middle District of Tennessee

In re:
Curae Health Inc.
Debtor

Case No. 18-05665-CMW
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0650-3

User: bmp2450
Form ID: pdf001

Page 1 of 3
Total Noticed: 1

Date Rcvd: Jan 14, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 16, 2019.

db +Curae Health Inc., 1721 Midpark Road, Suite B200, Knoxville, TN 37921-5977

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 16, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 14, 2019 at the address(es) listed below:

ANDREW H SHERMAN on behalf of Creditor Committee Official Committee of Unsecured Creditors of Curae Health, Inc., et al. asherman@sillscummis.com
BORIS I MANKOVETSKIY on behalf of Creditor Committee Official Committee of Unsecured Creditors of Curae Health, Inc., et al. bmankovetskiy@sillscummis.com
BRITTANY S OGDEN on behalf of Creditor Leaf Capital Funding, LLC Brittany.Ogden@quarles.com, Kristie.Knitter@quarles.com
BRUCE ANTHONY SAUNDERS on behalf of Interested Party Cigna Health and Life Insurance Company tsaunders@wyattfirm.com
CHARLES WILKERSON COOK on behalf of Creditor Leaf Capital Funding, LLC charlie.cook@arlaw.com, alexis.britt@arlaw.com;erin.edgell@arlaw.com
CHRISTOPHER R MADDUX on behalf of Creditor University of Mississippi Medical Center chris.maddux@butlersnow.com, ecf.notices@butlersnow.com,velvet.johnson@butlersnow.com, mitch.carrington@butlersnow.com
DANIEL HAYS PURYEAR on behalf of Creditor Cardinal Health 110, LLC dpuryear@puryearlawgroup.com, paralegalgroup@puryearlawgroup.com
DAVID E. LEMKE on behalf of Creditor MidCap Funding IV Trust david.lemke@wallerlaw.com, Cathy.thomas@wallerlaw.com;Chris.Cronk@wallerlaw.com;bk@wallerlaw.com
DAVID E. LEMKE on behalf of Creditor MidCapFinancial Trust david.lemke@wallerlaw.com, Cathy.thomas@wallerlaw.com;Chris.Cronk@wallerlaw.com;bk@wallerlaw.com
DAVID G THOMPSON on behalf of Creditor ServisFirst Bank dthompson_br@nealharwell.com, gfox@nealharwell.com
DAVID M ANTHONY on behalf of Creditor CHG-MERIDIAN USA Corp. anthonybk@bonelaw.com
DAVID M ANTHONY on behalf of Creditor Cardinal Health 110, LLC anthonybk@bonelaw.com
DAVID W HOUSTON, IV on behalf of Interested Party North Mississippi Health Services, Inc. dhouston@burr.com, mmayes@burr.com
ERIKA R. BARNES on behalf of Interested Party Coahoma County, Mississippi ebarnes@stites.com, erikarbarnes@gmail.com;mdennis@stites.com;docketclerk@stites.com
ERNO DAVID LINDNER on behalf of Creditor CHCT Mississippi, LLC. elindner@bakerdonelson.com, dspiegel@bakerdonelson.com
G. RHEA BUCY on behalf of Creditor MEDHOST of Tennessee, Inc. Rbucy@GSRM.com, lcatabay@gssrm.com
GILL ROBERT GELDREICH on behalf of Creditor Division of Medicaid State of Mississippi agbankcookeville@ag.tn.gov, gill.geldreich@ag.tn.gov
JAMES A BOBO on behalf of Creditor Division of Medicaid State of Mississippi jbobob@ago.state.ms.us
JAMES E BAILEY, III on behalf of Creditor Methodist Healthcare - Memphis Hospitals, Inc. jeb.bailey@butlersnow.com, ecf.notices@butlersnow.com;mary.elam@butlersnow.com
JAMES L POWELL on behalf of Creditor Mississippi Department of Revenue jim.powell@dor.ms.gov, renee.freeman@dor.ms.gov;Bankruptcy.Attorney@dor.ms.gov
JAMES R. KELLEY on behalf of Creditor ServisFirst Bank jkelley_br@nealharwell.com, LBrian@NealHarwell.com

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

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 JOHN L RYDER on behalf of Creditor Winthrop Resources Corporation jlr@harrisselton.com
 JOHN L RYDER on behalf of Creditor TCF Equipment Finance jlr@harrisselton.com
 JOHN LELAND MURPHREE on behalf of Creditor Northwest Medical Center, Inc. lmurphree@maynardcooper.com
 JOSEPH P RUSNAK on behalf of Creditor BOA VIDA HEALTHCARE, LLC JRUSNAK@TEWLAWFIRM.com, thobbs@tewlawfirm.com
 JOSEPH P RUSNAK on behalf of Creditor Philips Medical Capital, LLC JRUSNAK@TEWLAWFIRM.com, thobbs@tewlawfirm.com
 JOSHUA K CHESSER on behalf of Creditor LTC Rehab 2, LLC jchesser@smithcashion.com, THall@smithcashion.com:ssmith@smithcashion.com
 JUSTIN MICHAEL SVEADAS on behalf of Creditor CHCT Mississippi, LLC. jsveadas@bakerdonelson.com, dspiegel@bakerdonelson.com;elindner@bakerdonelson.com
 KATHLEEN G STENBERG on behalf of Creditor MidCap Funding IV Trust katie.stenberg@wallerlaw.com, deborah.liles@wallerlaw.com;chris.cronk@wallerlaw.com;bk@wallerlaw.com
 KATHLEEN G STENBERG on behalf of Creditor MidCapFinancial Trust katie.stenberg@wallerlaw.com, deborah.liles@wallerlaw.com;chris.cronk@wallerlaw.com;bk@wallerlaw.com
 LEE HART on behalf of Creditor Shumacher Clinical Partners lee.hart@nelsonmullins.com
 LINDA W. KNIGHT on behalf of Creditor MEDHOST of Tennessee, Inc. LKNIGHT@GSRM.COM, lcatabay@gssrm.com
 LINDA W. KNIGHT on behalf of Creditor City of Amory, Mississippi LKNIGHT@GSRM.COM, lcatabay@gssrm.com
 MEGAN REED SELIBER on behalf of U.S. Trustee US TRUSTEE megan.seliber@usdoj.gov
 MICHAEL ANTHONY MALONE on behalf of Debtor Batesville Regional Physicians, LLC mmalone@polsinelli.com, dgordon@polsinelli.com,cewang@polsinelli.com,sordaz@ecfalerts.com, sjkenedy@polsinelli.com,mmillan@polsinelli.com
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 MICHAEL DAVID JANKOWSKI on behalf of Creditor STAT Informatic Solutions, LLC mjankowski@reinhardtllaw.com
 MICHAEL EDWARD COLLINS on behalf of Creditor Committee Official Committee of Unsecured Creditors of Curae Health, Inc., et al. mcollins@manierherod.com, TN44@ecfcbis.com;acarper@manierherod.com;rmiller@manierherod.com
 MICHAEL G ABELOW on behalf of Creditor UnitedHealthcare Insurance Company mabelow@srvhlaw.com, scamp@srvhlaw.com
 PAUL G JENNINGS on behalf of Creditor CHSPSC, LLC pjennings@bassberry.com, bankr@bassberry.com
 PAUL G JENNINGS on behalf of Creditor CHS/Community Health Systems, Inc. pjennings@bassberry.com, bankr@bassberry.com
 ROBERT WILLIAM MILLER on behalf of Creditor Committee Official Committee of Unsecured Creditors of Curae Health, Inc., et al. rmiller@manierherod.com
 RONALD G STEEN, JR on behalf of Creditor Mississippi Blood Services ronn.steen@thompsonburton.com
 RONALD G STEEN, JR on behalf of Creditor Aesynt, Incorporated ronn.steen@thompsonburton.com
 RONALD G STEEN, JR on behalf of Creditor SpecialCare Hospital Management Corporation ronn.steen@thompsonburton.com
 RONALD G STEEN, JR on behalf of Creditor Owens & Minor Distribution, Inc. ronn.steen@thompsonburton.com
 RUSSELL EMERY STAIR on behalf of Creditor CHS/Community Health Systems, Inc. rstair@bassberry.com, bankr@bassberry.com;churley@bassberry.com
 RUSSELL EMERY STAIR on behalf of Creditor CHSPSC, LLC rstair@bassberry.com, bankr@bassberry.com;churley@bassberry.com
 SEAN CHARLES KIRK on behalf of Interested Party Progressive Medical Management of Batesville, LLC skirk@bonelaw.com
 SHANE GIBSON RAMSEY on behalf of Creditor GE HFS, LLC shane.ramsey@nelsonmullins.com, jennifer.murray@nelsonmullins.com
 SHANE GIBSON RAMSEY on behalf of Creditor Shumacher Clinical Partners shane.ramsey@nelsonmullins.com, jennifer.murray@nelsonmullins.com
 SHANE GIBSON RAMSEY on behalf of Creditor Change Healthcare Technologies, LLC shane.ramsey@nelsonmullins.com, jennifer.murray@nelsonmullins.com

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

STEPHEN BARGANIER PORTERFIELD on behalf of Creditor MedPlan, Inc. sporterfield@sirote.com
STEPHEN MICHAEL MONTGOMERY on behalf of Creditor ServisFirst Bank smontgomery@nealharwell.com
STEVEN EDWARD ANDERSON on behalf of Interested Party HealthTrust Purchasing Group, L.P.
tmitchell@andersonreynolds.com
THOMAS H. FORRESTER on behalf of Creditor City of Amory, Mississippi TForrester@GSRM.COM,
lcatabay@gssrm.com,asowney@gssrm.com
THOMAS H. FORRESTER on behalf of Creditor MEDHOST of Tennessee, Inc. TForrester@GSRM.COM,
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THOMAS H. FORRESTER on behalf of Creditor Tallahatchie Valley Electric Power Association
TForrester@GSRM.COM, lcatabay@gssrm.com,asowney@gssrm.com
THOMAS W TUCKER, III on behalf of Creditor HHS Culinary & Nutritional Services, LLC
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THOMAS W TUCKER, III on behalf of Creditor HHS Environmental Solutions LLC
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THOMAS W TUCKER, III on behalf of Creditor Hospital Housekeeping Systems, LLC
ttucker@veazeytucker.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov
WAVERLY ALMON HARKINS on behalf of Attorney c/o Waverly Harkins Coahoma County Board of
Supervisors scook@watkinseager.com
WILLIAM L NORTON, III on behalf of Creditor Athenahealth bnorton@babac.com
WILLIAM L NORTON, III on behalf of Creditor BECKMAN COULTER, INC. bnorton@babac.com

TOTAL: 71

Charles M. Walker

U.S. Bankruptcy Judge

Dated: 1/14/2019



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

In re)	
)	Chapter 11
CURAE HEALTH, INC., et al.,)	Case No. 18-05665
)	
Debtors.)	Judge Walker
)	
)	Jointly Administered

**CONSENT ORDER APPROVING ASSUMPTION AND
ASSIGNMENT OF UNEXPIRED LEASE WITH BRENTWOOD ACQUISITION, INC.**

This matter comes before the Court on the (A) 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 [Doc. No. 513] (the “Debtors’ Notice to Assume”) and (B) the Notice of Stalking Horse Purchaser’s Intent to Assume Executory Contracts and Unexpired Leases [Doc. No. 549] (the “Stalking Horse’s Notice to Assume” and together with the Debtors’ Notice to Assume, the “Notices to Assume”).

WHEREAS, on November 6, 2018, the Debtors filed *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* (Docket No. 401) (the “Sale Motion”), seeking to, *inter alia*, sell all, or substantially all, of their assets related to Panola Medical Center (the “Sale”).

1611223.5

WHEREAS, Debtor Batesville Regional Medical Center, Inc. (“Batesville”) is party to a Lease Agreement dated September 30, 2005, as amended (the “Lease”) with Brentwood Acquisition, Inc. d/b/a Brentwood Behavioral Healthcare of Mississippi (“Brentwood”) pursuant to which Brentwood leases certain adult acute psychiatric beds to Batesville. Other than the Lease, there are no other unexpired leases or executory contracts between Batesville and Brentwood.

WHEREAS, pursuant to the Notices to Assume, Batesville and Progressive Medical Management of Batesville, LLC (the “Buyer”) provided notice of Batesville’s intent to assume the Lease and assign it to the Buyer.

WHEREAS, Brentwood opposed the cure amounts listed for the Lease in both of the Notices to Assume and filed objections to each of the Notices to Assume [Doc Nos. 542 and 612] (together, the “Objections”). As stated in more detail in the Objections, Brentwood contends that the amount necessary to cure the existing defaults under the Lease, as of December 7, 2018, is \$327,488.00 (the “Full Deficiency”).

WHEREAS, Batesville, the Buyer, and Brentwood have reached a resolution to the Objections whereby Brentwood will accept an amount less than the Full Deficiency as the cure payment for existing defaults under the Lease pursuant to the terms provided in this Order.

WHEREAS, this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and venue of this proceeding and the Notices to Assume and the Objections is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

WHEREAS, Batesville has consented to entry of a final order under Article III of the United States Constitution and due and proper notice of the matter has been given and it appears

that no other or further notice of the matter is required.

WHEREAS, the Court having considered the Notices to Assume and the Objections, it is hereby **ORDERED, ADJUDGED, and DECREED** that:

1. The Lease shall be assumed by Batesville and assigned to the Buyer effective as of the closing of the Sale in accordance with the terms of this Order. Batesville shall continue to comply with the Lease (including, but not limited to the timely payment of lease payments under the Lease) pending the effectiveness of the assumption and assignment of the Lease as provided herein. Brentwood shall be entitled to an administrative expense claim for lease payments not timely made by Batesville in the time period between entry of this Order and the Closing. To the extent not consistent with the Lease, this Order shall act to amend the Lease and control over any terms in the Lease not consistent with the terms of this Order.

2. The agreed-upon cure amount of the Lease, subject to Paragraph 5 below, is \$81,872.00 with interest accruing at the rate of 10% per annum (the "Agreed Upon Cure Amount"). Interest shall accrue on the Agreed Upon Cure Amount until it is paid in full.

3. The Buyer shall satisfy the Agreed Upon Cure Amount by making 5 monthly payments of \$16,374.40 plus accrued interest each to Brentwood on the sixtieth day following closing of the Buyer's acquisition of the facility from Batesville and shall continue on the first day of each subsequent month until the Agreed Upon Cure Amount plus accrued interest is paid in full. For the sake of clarity, the amount of interest to be paid with the first payment shall be interest at the rate of 10% per annum that has accrued on the Agreed Upon Cure Amount since December 7, 2018 until the payment date. The amount of interest to be paid with subsequent payments shall be the interest that has accrued on the remaining unpaid balance of the Agreed Upon Cure Amount since the immediate past payment. The payments required by this paragraph shall be made in the same manner as lease payments required by the Lease and failure to make a

payment required by this paragraph shall be treated in the same was as if a lease payment under the Lease was not made.

4. The Buyer shall be bound by all of the terms of the Lease as amended by this Order including, but not limited to, the obligation to make lease payments in accordance with the terms of the Lease.

5. In the event the Buyer fails to comply with the terms of the Lease or this Order, the Buyer shall be liable to Brentwood for (a) all amounts to which Brentwood is entitled under the stated terms of the Lease and (b) payment of the Full Deficiency (i.e., \$327,488.00) less any payments previous paid towards the Agreed Upon Cure Amount with interest at the rate of 10% per annum accruing from the date the Buyer fails to comply with the terms of the Lease or this Order. For the sake of clarity, the amounts to which Brentwood are entitled in subsection (a) of this paragraph do not include the Agreed Upon Cure Amount, but instead is intended to include past due and future lease payments and other similar damages to which Brentwood would be entitled under non-bankruptcy governing law.

6. Provided lease payments under the Lease that come due during the time between entry of this Order and closing of the Sale are timely made, the Agreed Upon Cure Amount or, if applicable, the Full Deficiency, shall cure any and all defaults under the Lease and compensate Brentwood for its actual pecuniary losses as required by section 365(b)(1) of the Bankruptcy Code. Buyer shall be solely responsible for the Agreed Upon Cure Amount and, if applicable, the Full Deficiency, and Brentwood may not recover any such amounts from Debtors under § 365(b)(1) of the Bankruptcy Code or otherwise.

7. This Order shall be binding on the successors and assigns of Batesville, Brentwood, and the Buyer.

8. Batesville, Brentwood, and the Buyer are authorized to take such actions and to execute such documents as may be necessary to implement the relief granted in this Order.

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

Approved for Entry and Agreed and Consented to by:

/s/ Jeremy L. Retherford
Jeremy L. Retherford (BPR# 027727)
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-and-

/s/ Caryn E. Wang
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-and-

/s/ Victoria R. Bradshaw
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*Counsel for Progressive Medical
Management, LLC*

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.