

**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

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: February 19, 2019
THE HEARING WILL BE: February 21, 2019 at 9:00 AM Central Standard Time in
Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

NOTICE OF HEARING ON ADEQUACY OF THE DISCLOSURE STATEMENT

PLEASE TAKE NOTICE that on January 22, 2019, the above-captioned debtors and debtors in possession (the “**Debtors**”) filed the **DEBTORS’ CHAPTER 11 PLAN OF LIQUIDATION** (the “**Plan**”), the **DISCLOSURE STATEMENT IN SUPPORT OF DEBTORS’ CHAPTER 11 PLAN OF LIQUIDATION** (the “**Disclosure Statement**”), and the **DEBTORS’ MOTION FOR AN ORDER (I) APPROVING DISCLOSURE STATEMENT; (II) ESTABLISHING FORMS AND PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN; (III) ESTABLISHING DEADLINE AND PROCEDURES FOR FILING OBJECTIONS TO THE CONFIRMATION OF THE PLAN; AND (IV) GRANTING RELATED RELIEF** (the “**Motion in Support of Disclosure Statement**”).

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).

PLEASE TAKE FURTHER NOTICE that, pursuant to Local Rule 3016-2, Debtors file this Notice of Hearing on Adequacy of the Disclosure Statement. A hearing on the adequacy of the Disclosure Statement will be held on **February 21, 2019 at 9:00 AM Central Standard Time** in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the court to approve the Disclosure Statement and grant the relief requested in the Motion in Support of Disclosure Statement by entering the proposed final order, attached hereto, or if you want the court to consider your views on the Motion, then on or before **February 19, 2019**, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <<https://ecf.tnmb.uscourts.gov>>.

If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: 701 Broadway, 1st Floor, Nashville, TN (Monday - Friday, 8:00 A.M. - 4:00 P.M.).

2. Your response must state the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE. You may check whether a timely response has been filed by viewing the case on the court's website at <<https://ecf.tnmb.uscourts.gov>>. If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the Motion and may enter the attached final order granting that relief.

Dated: January 22, 2019
Nashville, Tennessee

POLSINELLI PC

/s/ Michael Malone

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-and-

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Debtors in Possession*

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

In re:

Curae Health, Inc., *et al.*¹

1721 Midpark Road, Suite B200
Knoxville, TN 37921

Debtors.

Chapter 11

Lead Case No. 18-05665

Judge Walker

Jointly Administered

**DEBTORS' MOTION FOR AN ORDER (I) APPROVING DISCLOSURE STATEMENT;
(II) ESTABLISHING FORMS AND PROCEDURES FOR SOLICITATION AND
TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN; (III)
ESTABLISHING DEADLINE AND PROCEDURES FOR FILING OBJECTIONS TO
THE CONFIRMATION OF THE PLAN; AND (IV) GRANTING RELATED RELIEF**

Curae Health, Inc., *et al.*, the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”), hereby move (the “**Motion**”) the United States Bankruptcy Court for the Middle District of Tennessee (the “**Bankruptcy Court**”) for the entry of an order, substantially in the form attached hereto as Exhibit A (the “**Proposed Order**”), pursuant to sections 105, 327, 328, 1125 and 1126 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”), Rules 2002, 2014, 3017, 3018 and 3020 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure (the “**Local Rules**”) of the Bankruptcy Court: (i) approving the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation* (including all exhibits thereto, and as amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) [Docket No. [699]]; (ii) establishing procedures for solicitation and tabulation of votes to accept

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).

or reject the *Joint Chapter 11 Plan of Orderly Liquidation* (including all exhibits thereto, and as amended, modified, or supplemented from time to time, the “**Plan**”) [Docket No. [698]],² including by (a) approving the form and manner of the solicitation packages, (b) approving the form and manner of notice of the hearing to confirm the Plan, (c) establishing a voting record date and approving procedures for distributing the solicitation packages, (d) approving the forms of ballots, (e) establishing the deadline for the receipt of ballots, (f) approving the opt out forms; and (g) approving procedures for tabulating acceptances and rejections of the Plan; (iii) establishing procedures with respect to, and the deadline for filing objections to, the confirmation of the Plan; and (iv) granting related relief. In support of this Motion, the Debtors respectfully represent as follows:

Jurisdiction, Venue, and Statutory Predicates

1. The Bankruptcy Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).
2. Venue is proper before the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory predicates for the relief sought herein are sections 105, 327, 328, 1125, and 1126 of the Bankruptcy Code; Bankruptcy Rules 2002, 2014, 3016, 3017, 3018, and 3020; and Local Rule 2014-1.

Background

4. On August 24, 2018 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the Bankruptcy Court, commencing the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”). The general factual background

² Capitalized terms used but not defined in this Motion shall have the meanings ascribed to them in the Plan or the Disclosure Statement, as applicable.

regarding the Debtors, including their business operations and capital structure, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of Stephen N. Clapp, Chief Executive Officer of Curae Health, Inc., in Support of Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”) [Docket No. 49], which is incorporated herein by reference.

5. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession under sections 1107(a) and 1108 of the Bankruptcy Code.

6. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases.

7. On September 6, 2018, the Office of the United States Trustee for the Middle District of Tennessee (the “**United States Trustee**”) appointed the Official Committee of Unsecured Creditors (the “**Committee**”) in the Chapter 11 Cases [Docket No. 112].

8. On November 30, 2018, the Bankruptcy Court entered the *Order (i) Authorizing, Approving, and Directing the Sale of Substantially All of the Assets of Gilmore Medical Center to North Mississippi Health Services, Inc. Free and Clear of All Liens, Claims, Encumbrances, and Other Interests; (ii) Authorizing and Approving the Gilmore APA; (iii) Approving the Debtors’ Marketing and Sale Process; and (iv) Granting Related Relief* [Docket No. 506], which approved the sale (the “**Gilmore Sale**”) of substantially all of the assets of Gilmore Medical Center, located in Amory, Mississippi, and formerly owned and operated by Amory Regional Medical Center, Inc., to North Mississippi Health Services, Inc. The Gilmore Sale closed on December 31, 2018.

9. On January 22, 2018, the Bankruptcy Court entered the *Order (i) Authorizing, Approving, and Directing the Sale of Substantially All of the Assets of Panola Medical Center to*

the Successful Bidder in Accordance with the Bidding Procedures Free and Clear of All Liens, Claims, Encumbrances, and Other Interests; (ii) Authorizing and Approving the Panola APA; (iii) Approving the Debtors' Marketing and Sale Process; and (iv) Granting Related Relief [Docket No. 694, which approved the sale (the “**Panola Sale**”) of substantially all of the assets of Panola Hospital, located in Batesville, Mississippi, and owned and operated by Batesville Regional Medical Center, Inc., to Progressive Medical Management of Batesville, LLC.

10. On December 13, 2018, the Bankruptcy Court entered the *Order (i) Authorizing the Debtors to Enter Into the Interim Management Services Agreement with Clarksdale HMA, LLC, Coahoma County, and CHS/Community Health Systems, Inc. and (ii) Granting Related Relief* [Docket No. 558], which approved the interim management services agreement referred to therein. Pursuant to the agreement, Clarksdale Regional Medical Center, Inc. is transitioning the ownership and operation of Clarksdale Medical Center, located in Clarksdale Mississippi, to Coahoma County, CHS/Community Health Systems, Inc. (“**CHS**”), or another third party. As of December 16, 2018, Clarksdale HMA, LLC has assumed responsibility for all operating expenses. It is contemplated that CHS will purchase the Clarksdale Medical Center assets and assume the Clarksdale Medical Center lease with Coahoma County. However, if a closing does not occur and no motion to approve a sale to CHS or another third party has been filed by January 25, 2019, the interim management services agreement will be terminated effective thirty (30) days thereafter, and Coahoma County will assume responsibility for the operation and finances of Clarksdale Medical Center on the terms set forth in the interim management services agreement.

11. On January 22, 2019, the Debtors filed the Plan and Disclosure Statement.

Relief Requested

12. By this Motion, the Debtors respectfully request entry of an order (i) approving the Disclosure Statement as containing “adequate information,” as that term is defined in section 1125(a)(1) of the Bankruptcy Code; (ii) establishing procedures for solicitation and tabulation of votes to accept or reject the Plan, including by (a) approving the form and manner of the solicitation packages, (b) approving the form and manner of notice of the hearing to confirm the Plan, (c) establishing a voting record date and approving procedures for distributing the solicitation packages, (d) approving the forms of ballots, (e) establishing the deadline for the receipt of ballots, (f) approving the opt out forms, and (g) approving procedures for tabulating acceptances and rejections of the Plan; (iii) establishing procedures with respect to, and the deadline for filing objections to, the confirmation of the Plan; and (iv) granting related relief.

13. The following is a summary of the timeline proposed in this Motion:³

Event	Date/Deadline
Solicitation Commencement Date	Three (3) business days after entry of order approving the Disclosure Statement
Voting Record Date	[February 22, 2019 at 4:00 p.m.] ⁴ (prevailing Eastern Time)
Voting Objection Deadline	[March 25, 2019 at 4:00 p.m.] (prevailing Eastern Time)
Voting Deadline	[April 1, 2019 at 4:00 p.m.] (prevailing Eastern Time)

³ The forms of notices attached to this Motion contain dates proposed by the Debtors. These dates are subject to the availability of the Bankruptcy Court and may change.

⁴ All dates and times set forth in brackets in this Motion are proposed dates only, and subject to approval by the Bankruptcy Court, as well as the Court’s calendar.

Event	Date/Deadline
Opt Out Deadline	[April 1, 2019 at 4:00 p.m.] (prevailing Eastern Time)
Confirmation Objection Deadline	[April 1, 2019 at 4:00 p.m.] (prevailing Eastern Time)
Deadline to File Tabulation Report, Memorandum of Law in Support of Confirmation, Proposed Confirmation Order and Response to Objections to the Confirmation	[April 8, 2019 at 4:00 p.m.] (prevailing Eastern Time)
Confirmation Hearing	[April 10, 2019 at 10:00 a.m.] (prevailing Eastern Time)

Basis for Relief Requested

I. Approval of the Disclosure Statement

14. Pursuant to section 1125 of the Bankruptcy Code, a plan proponent must provide holders of impaired claims with “adequate information” regarding a proposed chapter 11 plan. In that regard, section 1125(a)(1) of the Bankruptcy Code provides in pertinent part that:

“adequate information” means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan

11 U.S.C. § 1125(a)(1).

15. The primary purpose of a disclosure statement is to provide all material information that creditors and interest holders affected by a proposed plan need in order to make an informed decision whether to vote for or against a chapter 11 plan. *See Century Glove, Inc. v. First Am. Bank of N.Y.*, 860 F.2d 94, 100 (3d Cir. 1988) (“ . . . § 1125 seeks to guarantee a

minimum amount of information to the creditor asked for its vote”). *See also In re A&F Elec. Co.*, 2007 Bankr. LEXIS 4638, *24 (Bankr. M.D. Tenn. Aug. 22, 2007) (“The purpose of the disclosure provisions of Chapter 11 is to provide holders of claims and interests with ‘adequate information’ prior to the acceptance or rejection of a reorganization plan, in order for them to be able to make an informed judgment as to the feasibility of the plan.”) (citing *In re Microwave Prods. of America, Inc.*, 100 B.R. 376, 377 (Bankr. W.D. Tenn. 1989)). Congress anticipated that such informed judgments would be needed to both negotiate over and vote on a plan of reorganization. *Century Glove*, 860 F.2d at 100.

16. “What is ‘adequate’ is decided on a case by case basis and left largely to the discretion of the Bankruptcy Court.” *In re Ban Am Express, Inc.*, 2014 Bankr. LEXIS 3964, *3-4 (Bankr. W.D. Ky. Sept. 17, 2014) (citing *In re Texas Extrusion Corp.*, 844 F.2d 1142, 1156-57 (5th Cir. 1988)). *See also In re Keisler*, 2009 Bankr. LEXIS 1814, *9 (Bankr. E.D. Tenn. June 29, 2009) (“Whether a disclosure statement provides adequate disclosure is ‘left essentially to the judicial discretion of the court’ and . . . ‘the information required will necessarily be governed by the circumstances of the case.’”) (quoting *Mabey v. S.W. Elec. Power Co. (In re Cajun Elec. Power Co.)*, 150 F.3d 505, 518 (5th Cir. 1998)). This discretion provides flexibility and facilitates the effective reorganization of the different types of chapter 11 debtors by accommodating the varying circumstances accompanying chapter 11 cases. *See H.R. Rep. No. 595*, 95th Cong., 1st Sess. 408-09 (1977).

17. Courts consider a wide variety of factors when determining disclosure statement adequacy based on the facts and circumstances of each case. *See Oneida Motor Freight, Inc. v. United Jersey Bank et al.*, 848 F.2d 414, 417 (3d Cir. 1988). *See also A&F Elec. Co.*, 2007

Bankr. LEXIS 4638 at *25 (listing factors courts have considered⁵ and noting their usefulness “as a guide or yardstick to aid courts in determining adequacy in each case”); *In re Scioto Valley*

⁵ The factors identified in *A&F Elec. Co.* are as follows:

1. The circumstances that gave rise to the filing of the bankruptcy petition;
2. A complete description of the available assets and their value;
- 3 The anticipated future of the debtor;
4. The source of the information provided in the disclosure statement;
5. A disclaimer, which typically indicates that no statements or information concerning the debtor or its assets or securities are authorized, other than those set forth in the disclosure statement;
6. The condition and performance of the debtor while in Chapter 11;
7. Information regarding claims against the estate;
8. A liquidation analysis setting forth the estimated return that creditors would receive under Chapter 7;
9. The accounting and valuation methods used to produce the financial information in the disclosure statement;
10. Information regarding the future management of the debtor, including the amount of compensation to be paid to any insiders, directors, and/or officers of the debtor;
11. A summary of the plan of reorganization;
12. An estimate of all administrative expenses, including attorneys' fees and accountants' fees;
13. The collectability of any accounts receivable;
14. Any financial information, valuations or *pro forma* projections that would be relevant to creditors' determinations of whether to accept or reject the plan;
15. Information relevant to the risks being taken by the creditors and interest holders;
16. The actual or projected value that can be obtained from avoidable transfers;
17. The existence, likelihood and possible success of non-bankruptcy litigation;

Mortgage Co., 88 B.R. 168, 170-71 (Bankr. S.D. Ohio 1988) (same, noting that the “list provides a useful starting point[.]”).

18. Further, the adequacy determination should take into account the expertise and resources (including outside advisors and relevant information already possessed or publicly available) of the hypothetical investor in each class of claims or interests from which classes the acceptance or rejection of the plan is solicited after the commencement of the case. *See In re Zenith Elec. Corp.*, 241 B.R. 92, 99-100 (Bankr. D. Del. 1999).

19. Here, the Disclosure Statement is the product of the Debtors’ review and analysis of their records, the circumstances leading to the Chapter 11 Cases, the cases themselves, and a thorough analysis of the Plan. In drafting the Disclosure Statement, the Debtors sought the assistance and input of their financial and legal advisors, as well as the Committee and its legal and financial advisors.

20. The Disclosure Statement contains, or will contain prior to solicitation, the pertinent information necessary for holders of impaired claims and interests to make an informed decision about whether to vote to accept or reject the Plan, including, among other things, information regarding: (i) the Plan; (ii) the history of the Debtors, including certain events leading to the commencement of the Chapter 11 Cases; (iii) the operation of the Debtors’ business; (iv) the Debtors’ prepetition capital structure and indebtedness; (v) the Debtors’ corporate structure; (vi) claims asserted against the Debtors’ estates and the procedures for the resolution of disputed, contingent, and unliquidated claims; (vii) a liquidation analysis and other financial information; (viii) the contemplated administration of the Debtors’ estates following

18. The tax consequences of the plan; and

19. The relationship of the debtor with affiliates.

confirmation of the Plan; (ix) certain federal income tax law consequences of the Plan; (x) the classification and treatment of claims and corporate interests; (xi) the provisions governing distribution under the Plan; and (xii) the means for implementation of the Plan.

21. The Debtors respectfully submit that the Disclosure Statement complies with all aspects of section 1125 of the Bankruptcy Code. The Debtors will demonstrate at the hearing to approve the Disclosure Statement that the Disclosure Statement addresses the information set forth above in a manner that provides holders of impaired unsecured claims that are entitled to vote to accept or reject the Plan with adequate information within the meaning of section 1125 of the Bankruptcy Code, and should therefore be approved.

II. Establishing Procedures for Solicitation of the Plan

A. Approval of Form and Manner of Solicitation Package

22. Bankruptcy Rule 3017(d) sets forth the materials that must be provided to holders of claims and interests for the purpose of soliciting their votes and providing adequate notice of the hearing on confirmation of a plan of reorganization:

Upon approval of a disclosure statement,—except to the extent that the court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders—the debtor in possession, trustee, proponent of the plan, or clerk as the court orders shall mail to all creditors and equity security holders, and in a chapter 11 reorganization case shall transmit to the United States trustee:

- (1) the plan or a court-approved summary of the plan;
- (2) the disclosure statement approved by the court;
- (3) notice of the time within which acceptances and rejections of the plan may be filed; and
- (4) any other information as the court may direct, including any court opinion approving the disclosure statement or a court-approved summary of the opinion.

In addition, notice of the time fixed for filing objections and the hearing on confirmation shall be mailed to all creditors and equity security holders in accordance with Rule 2002(b), and a form of ballot conforming to the appropriate Official Form shall be mailed to creditors and equity security holders entitled to vote on the plan. . . .

FED. R. BANKR. P. 3017(d).

23. As further discussed below, if the Bankruptcy Court approves the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, the Debtors propose to distribute by First Class Mail to holders of claims in the classes entitled to vote on the Plan (the “**Voting Classes**”)⁶ the Confirmation Hearing Notice (as defined below), as well as a package containing solicitation materials (the “**Solicitation Package**”) including:

- a) the Bankruptcy Court’s order approving the Disclosure Statement (the “**Disclosure Statement Order**”), excluding the exhibits attached thereto;
- b) the applicable ballot (a “**Ballot**”), the proposed form of which is attached to the Proposed Order as Exhibit 2, together with a pre-paid, pre-addressed return envelope and a CD-ROM or USB flash drive containing the Disclosure Statement (with the Plan and other exhibits attached thereto);
- c) the release opt out form (an “**Opt Out Form**”), the proposed form of which is attached to the Proposed Order as Exhibit 4; and
- d) any supplemental documents filed with the Bankruptcy Court and such other materials as the Bankruptcy Court may direct, including any letters in support of the Plan.

The Debtors submit that such materials and manner of service satisfy the requirements of Bankruptcy Rule 3017(d).

24. Solicitation Packages (except for Ballots) may also be obtained (i) by writing to the Debtors’ noticing and claims agent, BMC Group, Inc. (“**BMC**”), at:

⁶ The Voting Classes consist of Class 5 (General Unsecured Claim), Class 6 (Deficiency Claim of ServisFirst), and Class 7 (Deficiency Claim of CHS).

If by regular mail:
BMC Group, Inc.
Attn: Curae Health, Inc
PO Box 90100
Los Angeles, CA 90009

If by messenger or overnight delivery:
BMC Group, Inc.
Attn: Curae Health, Inc.
3732 West 120th Street
Hawthorne, CA 90250

Tel: (888) 909-0100
Fax: (310) 321-5539

or (ii) on BMC's website⁷; or (iii) on the Bankruptcy Court's website.⁸

B. Approval of Form and Manner of Confirmation Hearing Notice

25. Upon approval of the Disclosure Statement pursuant Disclosure Statement Order, the Debtors will serve or cause to be served: (i) on Voting Classes, written notice (the "**Confirmation Hearing Notice**") substantially in the form attached to the Proposed Order as Exhibit 1, of (a) the Bankruptcy Court's approval of the Disclosure Statement, (b) deadline for voting on the Plan, (c) the time, date, and place for the hearing to consider confirmation of the Plan, (d) the deadline and procedures for filing objections to the confirmation of the Plan, together with the Solicitation Package, and (e) the Opt Out Form; and (ii) on Non-Voting Parties (as defined below), (a) a written notice (the "**Notice of Non-Voting Status and Confirmation Hearing**") substantially in the form attached to the Proposed Order as Exhibit 3, which sets forth certain information regarding the hearing to consider confirmation of the Plan and related deadlines, and (b) the Opt Out Form. The relevant notices will be served on the appropriate parties by First Class Mail.

26. Consistent with sections 1126(f) and (g) of the Bankruptcy Code and Bankruptcy Rule 3017(d), with respect to holders of Administrative Expense Claims, Priority Tax Claims, the DIP Claim, and holders of claims in Class 1 (Priority Non-Tax Claims), Class 2 (Alleged

⁷ <https://426.creditorinfo.com/> or www.bmcgroup.com/curaehealth.

⁸ <http://www.tnmb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court's website).

ServisFirst Secured Claim), Class 3 (Alleged CHS Secured Claim), and Class 4 (Secured Claims of Other Lienholders) (each as defined in the Plan, and, collectively, the “**Unclassified/Unimpaired Claimholders**”), which classes are unclassified or conclusively presumed to have accepted the Plan, and holders of interests in Class 8 (Corporate Interests) (together with the “**Unclassified/Unimpaired Claimholders**,” the “**Non-Voting Parties**”), which class is conclusively presumed to have rejected the Plan, the Debtors propose to send the Non-Voting Parties Notice of Non-Voting Status and Confirmation Hearing and the Opt Out Form.

27. The Notice of Non-Voting Status and Confirmation Hearing sets forth, among other things, (i) the Plan’s treatment of the Non-Voting Parties, (ii) the Plan’s injunction provisions, and (iii) the manner in which a copy of the Plan and the Disclosure Statement may be obtained.

28. The Debtors submit that such notices satisfy the requirements of the Bankruptcy Code and Bankruptcy Rule 3017(d). Accordingly, the Debtors request that the Bankruptcy Court determine that it is not required to distribute copies of the Plan, Disclosure Statement, or Disclosure Statement Order to any of the Non-Voting Parties, which are deemed to accept or reject the Plan, unless requested by any of such parties in writing or otherwise required to do so under the terms of the Disclosure Statement Order.

C. Establishment of Voting Record Date and Approving of Procedures for Distribution of Solicitation Packages

29. Bankruptcy Rule 3017(d) provides that, for the purposes of soliciting votes in connection with the confirmation of a bankruptcy plan, “creditors and equity security holders shall include holders of stock, bonds, debentures, notes and other securities of record on the date the order approving the disclosure statement is entered or another date fixed by the court, for

cause, after notice and a hearing.” FED. R. BANKR. P. 3017(d). Bankruptcy Rule 3018(a) contains a similar provision regarding determination of the record date for voting purposes.

30. The Debtors request that the Bankruptcy Court establish **February 22, 2019 at 4:00 p.m. (prevailing Eastern Time)**, as the record date (the “**Voting Record Date**”) for purposes of determining the claimholders that are entitled to vote (subject to the voting procedures set forth below) on the Plan or, in the case of non-voting classes, for purposes of determining the holders to receive certain Plan-related materials. The Debtors expect that they will be able to commence distribution of the Confirmation Hearing Notice and Solicitation Package to the Voting Classes and the Notice of Non-Voting Status and Confirmation Hearing to Non-Voting Parties, as set forth herein, within three (3) business days after the date of entry of the Disclosure Statement Order, or as soon as reasonably practicable thereafter (the “**Solicitation Commencement Date**”).

31. The Debtors shall cause to be distributed the Disclosure Statement Order (excluding exhibits thereto), the Confirmation Hearing Notice, the Disclosure Statement (together with the Plan and other exhibits attached thereto), and such other materials as the Bankruptcy Court may direct (excluding a Ballot) to, among other parties (to the extent such parties did not otherwise receive the Solicitation Package):

- a) the United States Trustee;
- b) the Internal Revenue Service;
- c) all secured creditors;
- d) Counsel for the Committee;
- e) the United States Attorney for the Middle District of Tennessee; and
- f) all persons and entities that have filed a request for service of filings in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002.

32. Copies of the Plan and Disclosure Statement will be available: (i) by writing to BMC at:

If by regular mail:

BMC Group, Inc.
Attn: Curae Health, Inc
PO Box 90100
Los Angeles, CA 90009

If by messenger or overnight delivery:

BMC Group, Inc.
Attn: Curae Health, Inc.
3732 West 120th Street
Hawthorne, CA 90250

Tel: (888) 909-0100

Fax: (310) 321-5539

or (ii) on BMC's website⁹; or (iii) on the Bankruptcy Court's website.¹⁰

33. The Debtors anticipate that some of the notices served in the Chapter 11 Cases, including notices of the hearing to approve the Disclosure Statement and notices of the commencement of the Chapter 11 Cases, have been or may be returned, including because certain notice parties have foreign addresses. The Debtors believe that it would be costly and inefficient to distribute the Solicitation Package to the same addresses to which undeliverable notices were previously distributed. Therefore, the Debtors seek the Bankruptcy Court's approval for a departure from the strict notice rule, excusing the Debtors from distributing Solicitation Packages to those entities listed at such addresses if the Debtors are not provided with updated addresses for such entities before the Solicitation Commencement Date. Further, if the Debtors send Solicitation Packages that are deemed undeliverable and are not provided with a forwarding or more updated address, the Debtors seek to be excused from attempting to re-deliver Solicitation Packages to such entities. The Debtors submit that good cause exists for implementing the aforementioned notice and service procedures.

⁹ <https://426.creditorinfo.com/> or www.bmcgroup.com/curahealth.

¹⁰ <http://www.tnmb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court's website).

D. Approval of Forms of Ballot

34. Bankruptcy Rule 3017(d) requires the Debtors to mail a form of ballot to “creditors and equity security holders entitled to vote on the plan.” The Debtors propose to distribute to each holder of a claim in each Voting Class a Ballot substantially in the form annexed as Exhibit 2 to the Proposed Order. The form of Ballot is based upon Official Form No. B314, but has been modified to address the particular aspects of the Chapter 11 Cases and to include certain additional information that the Debtors believe to be relevant and appropriate for the applicable classes of claims that are entitled to vote to accept or reject the Plan, including information regarding the injunctions contained in the Plan.

E. Approval of Opt Out Form and Establishment of Opt Out Deadline

35. The Debtors propose to distribute to each holder of a claim in each Voting Class and each Non-Voting Party an Opt Out Form substantially in the form annexed as Exhibit 4 to the Proposed Order. The Debtors submit that the Opt Out Form provides adequate information for creditors to make an informed decision whether to opt out of the releases in the Plan in light of the circumstances of the cases. The Debtors further propose that to be accepted, each Opt Out Form must be properly executed, completed, and delivered to BMC so as to be received by BMC no later than **4:00 p.m. (prevailing Eastern Time) on April 1, 2019** or such other date as agreed to by the Debtors or otherwise ordered by the Bankruptcy Court (the “**Opt Out Deadline**”). The Debtors submit that such period is a sufficient period within which creditors can make an informed decision whether to opt out of the releases in the Plan in light of the circumstances of the cases.

F. Establishment of Deadline for Receipt of Ballots

36. Bankruptcy Rule 3017(c) provides that, on or before approval of a disclosure statement, the court shall fix a time within which the holders of claims or equity security

interests may accept or reject a plan. The Debtors have developed the proposed schedule to allow for a solicitation period in the Chapter 11 Cases of at least 28 days, which the Debtors believe is appropriate in light of the circumstances of the cases and consistent with the requirements set forth in Bankruptcy Rule 2002(b). Accordingly, the Debtors propose that in order to be counted as a vote to accept or reject the Plan, each Ballot must be properly executed, completed, and delivered to BMC so as to be received by BMC no later than **4:00 p.m. (prevailing Eastern Time) on April 1, 2019** or such other date as agreed to by the Debtors or otherwise ordered by the Bankruptcy Court (the “**Voting Deadline**”) as set forth below. The Debtors submit that such solicitation period is a sufficient period within which creditors can make an informed decision to accept or reject the Plan in light of the circumstances of the cases.

37. Except as otherwise set forth in the Proposed Order, Ballots must be delivered via First Class Mail, overnight courier, or hand delivery so as to be actually received by BMC no later than the Voting Deadline at the following address in accordance with the voting procedures set forth below:

If by regular mail:	If by messenger or overnight delivery:
BMC Group, Inc.	BMC Group, Inc.
Attn: Curae Health, Inc	Attn: Curae Health, Inc.
PO Box 90100	3732 West 120th Street
Los Angeles, CA 90009	Hawthorne, CA 90250

BALLOTS TRANSMITTED TO BMC BY FACSIMILE, ELECTRONIC MAIL, OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT MAY BE ACCEPTED BY THE DEBTORS ON A CASE-BY-CASE BASIS.

G. Approval of Procedures for Vote Tabulation

38. Section 1126(c) of the Bankruptcy Code provides as follows:

A class of claims has accepted a plan if such plan has been accepted by creditors, other than any entity designated under

subsection (e) of this section, that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors, other than any entity designated under subsection (e) of this section, that have accepted or rejected such plan.

11 U.S.C. § 1126(c).

39. Further, Bankruptcy Rule 3018(a) provides that “the court after notice and hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.” FED. R. BANKR. P. 3018(a).

1. Ballot Tabulation

40. For purposes of voting on the Plan, with respect to all creditors of the Debtors, the Debtors propose that the amount of a claim used to tabulate acceptance or rejection of the Plan should be, as applicable:

- a) The amount of the claim listed in the Debtors’ schedules of assets and liabilities (the “**Schedules**”); provided that (i) such claim is not scheduled as any of contingent, unliquidated, undetermined, disputed, or in a zero dollar amount and (ii) no proof of claim has been timely filed (or otherwise deemed timely filed by the Bankruptcy Court under applicable law) with respect to such claim.
- b) The noncontingent and liquidated amount specified in a proof of claim timely filed with the Bankruptcy Court (or otherwise deemed timely filed by the Bankruptcy Court under applicable law) to the extent the proof of claim is not the subject of an objection filed by **March 25, 2019 at 4:00 p.m. (prevailing Eastern Time)** (the “**Voting Objection Deadline**”) (or, if such claim has been resolved for allowance and/or voting purposes pursuant to a stipulation or order entered by the Bankruptcy Court, or otherwise resolved by the Bankruptcy Court, the amount set forth in such stipulation or order). The amount used to tabulate acceptance or rejection of the Plan of a claim that is the subject of an objection shall be calculated in accordance with the voting objection procedures provided below.
- c) If a proof of claim has been timely filed prior to the applicable bar date and such claim is asserted in the amount of \$0.00, such claim shall not be entitled to vote.
- d) Notwithstanding anything to the contrary in these tabulation rules, the holder of any claim that has been indefeasibly paid, in full or in part, shall

only be permitted to vote the unpaid amount of such claim, if any, to accept or reject the Plan.

- e) The amount temporarily allowed or estimated by the Bankruptcy Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), subject to notice consistent with the procedures set forth herein, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.
- f) If a claim for which a proof of claim has been timely filed for unknown or undetermined amounts (as determined on the face of the claim or after a reasonable review of the supporting documentation by the Debtors or BMC) and such claim has not been allowed, such claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00.
- g) If a claim is listed on a timely filed proof of claim as either wholly or partially contingent or unliquidated, such claim is temporarily allowed in the amount that is the greater of (i) the liquidated and non-contingent amount and (ii) \$1.00, for voting purposes only, and not for purposes of allowance or distribution.
- h) If a claim is deemed allowed under the Plan, such claim is allowed for voting purposes in the deemed allowed amount set forth in the Plan.
- i) If a claim is not listed in the Schedules or is listed in the Schedules as contingent, unliquidated, or disputed (or in a zero amount) and a proof of claim was not (i) filed by the applicable bar date for the filing of proofs of claim established by the Bankruptcy Court or (i) deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, such claim shall be disallowed for voting purposes.
- j) If a proof of claim has been amended by a later proof of claim that is filed on or prior to the Voting Record Date, the later filed amending claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended claim. Except as otherwise ordered by the Bankruptcy Court, any amendments to proofs of claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.

41. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors or any other party-in-interest in any other context, including the right of the

Debtors or any other party-in-interest to contest the amount or validity of any claim for purposes of allowance under the Plan.

42. Additionally, the Debtors seek authorization from the Bankruptcy Court for the Debtors to object to any claim (as defined in section 101(5) of the Bankruptcy Code) solely for Plan voting purposes by filing a determination motion (the “**Determination Motion**”) no later than the Voting Objection Deadline. If an objection to a claim (made by way of a Determination Motion or otherwise) filed on or before the Voting Deadline requests that such claim be reduced or reclassified, such claimant’s Ballot shall be counted in such reduced amount or as falling into the reclassified category. Further, if a creditor casts a Ballot and has timely filed a proof of claim (or has otherwise had a proof of claim deemed timely filed by the Bankruptcy Court under applicable law), but the creditor’s claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, the Debtors request, in accordance with Bankruptcy Rule 3018, that the creditor’s Ballot not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Bankruptcy Rule 3018(a) after the creditor files a motion for such temporary allowance (the “**Claims Estimation Motion**”).¹¹

43. If a creditor seeks to have its claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), the Debtors requests that such creditor be required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such claim is the subject of an objection or a

¹¹ This proposed procedure is consistent with section 1126 of the Bankruptcy Code, which provides that a plan may be accepted or rejected by the holder of a claim allowed under section 502 of the Bankruptcy Code. In turn, section 502(a) of the Bankruptcy Code provides that a filed proof of claim is deemed allowed “unless a party in interest . . . objects.” 11 U.S.C. § 502(a).

Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion.

44. In the event that a Determination Motion or Claims Estimation Motion is filed, the Debtors request that the Bankruptcy Court allow the non-moving party to file a reply to such motion by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “**Voting Objection Reply Deadline**”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing (as defined below). The Debtors further request that the ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion be considered a ruling with respect to the allowance of the claim(s) under Bankruptcy Rule 3018 and such claim(s) be counted, for voting purposes only, in the amount determined by the Bankruptcy Court.

45. The Debtors propose that, in the event a claimant reaches an agreement with the Debtors as to the treatment of its claim for voting purposes, the claim may be treated in such manner subject to providing three (3) business days’ notice to the United States Trustee.

46. The Debtors further request that the following voting procedures and standard assumptions be used in tabulating the Ballots:

- a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code and based on the reasonable efforts of BMC, separate claims held by a single creditor in a particular class will be aggregated as if such creditor held one claim against the Debtors in such class, and the votes related to such claims will be treated as a single vote to accept or reject the Plan. Any creditor who holds separate claims within the same class shall be provided with only one Solicitation Package and one Ballot for voting a single claim in such class.
- b) Any creditor who holds duplicate claims within the same class shall be provided with only one Solicitation Package and one Ballot for voting a single claim in such class, regardless of whether the Debtors have objected to such duplicate claims.

- c) Creditors must vote all of their claims within a particular class either to accept or reject the Plan and may not split their vote. Accordingly, a Ballot (or multiple Ballots with respect to multiple claims within a single class) that partially rejects and partially accepts the Plan will not be counted.
- d) Ballots that fail to indicate an acceptance or rejection of the Plan or that indicate both acceptance and rejection of the Plan, but which are otherwise properly executed and received prior to the Voting Deadline, will not be counted.
- e) Only Ballots that are timely received with signatures will be counted. unsigned ballots will not be counted.
- f) Ballots sent by mail or overnight delivery that are postmarked prior to the Voting Deadline, but received after the Voting Deadline, will not be counted.
- g) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, will not be counted.
- h) Ballots transmitted to BMC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court may be accepted by the Debtors on a case-by-case basis.
- i) Whenever a creditor casts more than one Ballot voting the same claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior received Ballots.
- j) If a creditor simultaneously casts inconsistent duplicate Ballots with respect to the same claim, such Ballots shall not be counted.
- k) Each creditor shall be deemed to have voted the full amount of its claim in a class. Unless otherwise ordered by the Bankruptcy Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots shall be determined by BMC and the Debtor, which determination shall be final and binding.
- l) Any Ballot containing a vote that the Bankruptcy Court determines, after notice and a hearing, was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code shall not be counted.
- m) Any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan shall not be counted.

- n) Notwithstanding anything contained herein to the contrary, BMC, in its discretion, may contact parties that submitted Ballots to cure any defects in the Ballots.
- o) Any class that does not contain any claim eligible to vote to accept or reject the Plan (by reason of temporary allowance by the Bankruptcy Court or otherwise) as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.
- p) If a class contains claims eligible to vote and no holders of claims eligible to vote in such class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of such claims in such class.
- q) Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors or the Bankruptcy Court determine. Neither the Debtors nor any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor shall any incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such Ballots shall not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) shall not be counted.
- r) The Debtors, subject to contrary order of the Bankruptcy Court, may waive any defect in any Ballot at any time, either before or after the Voting Deadline and without notice, and any such waivers shall be documented in the voting results filed with the Bankruptcy Court.
- s) Except as provided below, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors may reject such Ballot as invalid, and therefore, decline to utilize it in connection with confirmation of the Plan by the Bankruptcy Court; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Bankruptcy Court.
- t) Subject to contrary order of the Bankruptcy Court, the Debtors reserve the absolute right to reject any and all Ballots not proper in form, the acceptance of which would, in the opinion of the Debtors, not be in accordance with the provisions of the Bankruptcy Code; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Bankruptcy Court.

47. The Debtors submits that such procedures provide for a fair and equitable voting process.

III. Establishment of Deadline and Procedures for Filing Objections to the Confirmation of the Plan

A. Scheduling the Confirmation Hearing

48. Bankruptcy Rule 3017(c) provides:

On or before approval of the disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or reject the plan and may fix a date for the hearing on confirmation.

FED. R. BANKR. P. 3017(c).

49. In accordance with Bankruptcy Rule 3017(c), the Debtors request that a hearing on confirmation of the Plan (the “**Confirmation Hearing**”) be scheduled for **April 10, 2019 at 10:00 a.m. (prevailing Eastern Time)**.

50. The Debtors propose that, no later than **4:00 p.m. (prevailing Eastern Time) on April 8, 2019** (two business days prior to the Confirmation Hearing), BMC will file with the Bankruptcy Court a tabulation report for Plan voting and the Debtors will file with the Bankruptcy Court a proposed form of confirmation order, a declaration in support of confirmation addressing the requirements of section 1129(a) of the Bankruptcy Code, and replies to any objections received by the Confirmation Objection Deadline.

51. The Debtors request that the Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than adjournments announced in open court or the filing of a notice or hearing agenda providing for the adjournment on the docket of the Chapter 11 Cases. The proposed timing for the Confirmation Hearing is in compliance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and will enable the Debtors to pursue confirmation of the Plan in a timely fashion.

B. Establishing Procedures for the Confirmation Hearing

52. Bankruptcy Rules 2002(b) and 3017(d) require not less than 28 days' notice to all creditors and equity security holders of the time fixed for filing objections and the hearing to consider confirmation of a chapter 11 plan. In accordance with Bankruptcy Rules 2002 and 3017(d), the Debtors propose to provide to all creditors and interest holders a copy of either the Confirmation Hearing Notice or the Notice of Non-Voting Status and Confirmation Hearing, as proposed herein, setting forth (a) the date of approval of the Disclosure Statement, (b) the Voting Record Date, (c) the Voting Deadline, (d) the time fixed for filing objections to confirmation of the Plan, and (e) the time, date, and place for the Confirmation Hearing. Such notice will be sent at least 28 days before the deadline to object to confirmation of the Plan.

53. Bankruptcy Rule 2002(1) permits the Bankruptcy Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." In addition to mailing the Confirmation Hearing Notice, the Debtors propose to publish the Confirmation Hearing Notice once, as soon as reasonably practical after the entry of the Disclosure Statement Order, in *The Tennessean*. The Debtors believe that publication of the Confirmation Hearing Notice will provide sufficient notice of the approval of the Disclosure Statement; the Voting Record Date; the Voting Deadline; the time fixed for filing objections to confirmation of the Plan; and the time, date, and place of the Confirmation Hearing to persons who do not otherwise receive actual written notice by mail as provided for in the Disclosure Statement Order.

54. The Debtors submit that the foregoing procedures will provide adequate notice of the Confirmation Hearing and, accordingly, requests that the Bankruptcy Court approve such notice as adequate.

C. Establishing Procedures for the Filing of Objections to the Confirmation of the Plan

55. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served “within a time fixed by the court.” The Confirmation Hearing Notice provides, and the Debtors request the Bankruptcy Court to direct, that objections to the confirmation of the Plan or proposed modifications to the Plan, if any, must:

- a) be in writing;
- b) comply with the Bankruptcy Rules and the Local Rules;
- c) set forth the name of the objector and the nature and amount of any claim asserted by the objector against or in the Debtors;
- d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection; and
- e) be filed with the Bankruptcy Court, together with proof of service, and served so that they are actually received by the Notice Parties (as defined below) no later than **April 1, 2019 at 4:00 p.m. (prevailing Eastern Time)** which deadline may be extended by the Debtors (the “**Confirmation Objection Deadline**”). The proposed timing for filing and service of objections and proposed modifications, if any, will afford the Bankruptcy Court, the Debtors, and other parties in interest sufficient time to consider the objections and proposed modifications prior to the Confirmation Hearing.

56. “Notice Parties” means, collectively: (i) counsel to the Debtors, Polsinelli P.C., 1201 West Peachtree Street NW, Suite 1100, Atlanta, GA 30309, Attn: David E. Gordon and Caryn Wang; (ii) counsel to the Committee, Sills Cummis & Gross P.C., One Riverfront Plaza, Newark, NJ 07102, Attn: Andrew H. Sherman and Boris I. Mankovetskiy, with a copy to Manier & Herod, P.C., Attn: Michael E. Collins and Robert W. Miller; (iii) the Office of the United States Trustee for the Middle District of Tennessee, 701 Broadway, Suite 318, Nashville, TN 37203, Attn: Kim Swafford and Megan Reed Seliber; and (iv) all parties that have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002.

IV. Notice

57. Pursuant to Local Rule 3016-2, this Motion, Notice of the Hearing on the Adequacy of the Disclosure Statement, the Plan, and the Disclosure Statement shall be provided on the date hereof via First Class Mail to: (i) the United States Trustee; (ii) the Internal Revenue Service; (iii) parties asserting secured claims; (iv) counsel for the Committee; and (v) all persons and entities that have filed a request for service of filings in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002. Pursuant to Bankruptcy Rules 3017(a) and 2002(b), the Notice of the Hearing on the Adequacy of the Disclosure Statement shall be provided on the date hereof via First Class Mail to all creditors on the Debtors' creditor matrix. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

V. Conclusion

WHEREFORE, the Debtors respectfully request that the Bankruptcy Court enter the Proposed Order, substantially in the form attached hereto as Exhibit A, and grant such other and further relief as the Bankruptcy Court deems just and proper.

Dated: January 22, 2019
Nashville, Tennessee

Respectfully submitted,

POLSINELLI P.C.

/s/ Michael Malone

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-and-

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*Attorneys for the Debtors and
Debtors in Possession*

EXHIBIT A

Proposed Order

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

In re:

Curae Health, Inc., *et al.*¹

1721 Midpark Road, Suite B200
Knoxville, TN 37921

Debtors.

Chapter 11

Lead Case No. 18-05665

Judge Walker

Jointly Administered

**PROPOSED ORDER (I) APPROVING DISCLOSURE STATEMENT;
(II) ESTABLISHING FORMS AND PROCEDURES FOR SOLICITATION AND
TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN; (III) ESTABLISHING
DEADLINE AND PROCEDURES FOR FILING OBJECTIONS TO THE
CONFIRMATION OF THE PLAN; AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”) of the debtors and debtors-in-possession for the entry of an order, pursuant to sections 105, 327, 328, 1125 and 1126 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”), Rules 2002, 2014, 3017, 3018 and 3020 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure (the “**Local Rules**”) of this Court: (i) approving the *Disclosure Statement for Debtors’ Chapter 11 Plan of Liquidation* (including all exhibits thereto, and as amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) [Docket No. 699]; (ii) establishing procedures for solicitation and tabulation of votes to accept or reject the *Debtors’ Chapter 11 Plan of Liquidation* (including all exhibits thereto, and as amended, modified, or supplemented from time to time, the “**Plan**”) [Docket No.

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).

698],² including by (a) approving the form and manner of the solicitation packages, (b) approving the form and manner of notice of the hearing to confirm the Plan, (c) establishing a voting record date and approving procedures for distributing the solicitation packages, (d) approving the forms of ballots, (e) establishing the deadline for the receipt of ballots, and (f) approving procedures for tabulating acceptances and rejections of the Plan; (iii) establishing procedures with respect to, and the deadline for filing objections to, the confirmation of the Plan; and (iv) granting related relief; and upon adequate and sufficient notice of the Disclosure Statement, Motion, and the hearing before the Court on [*], 2019 to consider and rule on the adequacy of the information contained in the Disclosure Statement (the “**Disclosure Statement Hearing**”); and this Court having reviewed and considered (x) the Motion and all requested relief related thereto, (y) any objections thereto, and (z) the statements of counsel and evidence presented in support of the relief requested at the Disclosure Statement Hearing; and it appearing that this Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Disclosure Statement Hearing establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interest of the Debtors, their estates and creditors, and other parties-in-interest; and upon the record of the Disclosure Statement Hearing and all other pleadings and proceedings in these Chapter 11 Cases, including the Motion; and after due deliberation thereon and good and sufficient cause appearing therefore:

IT IS HEREBY FOUND THAT:

1. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion, the Plan, or the Disclosure Statement, as applicable.

is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

2. Notice of the Motion and the Disclosure Statement Hearing was served as proposed in the Motion, and such notice constitutes good and sufficient notice to all interested parties and no other or further notice need be provided.

3. The Disclosure Statement contains “adequate information” within the meaning of section 1125 of the Bankruptcy Code.

4. All objections, responses to, and statements and comments, if any, in opposition to the Disclosure Statement, other than those withdrawn with prejudice or resolved in their entirety prior to, or on the record at, the Disclosure Statement Hearing, shall be, and hereby are, overruled in their entirety for the reasons stated on the record and, notwithstanding the foregoing, no objection shall be considered an objection to confirmation of the Plan unless such objection is interposed in accordance with the procedures for objecting to confirmation of the Plan set forth herein.

5. The forms of Ballot attached hereto as **Exhibit 2** are sufficiently consistent with Official Form No. B314, adequately address the particular needs of these Chapter 11 Cases, and are appropriate for each of the respective classes of claims that are entitled to vote to accept or reject the Plan.

6. The content and proposed distribution of the Solicitation Packages complies with Bankruptcy Rule 3017(d).

7. Ballots need not be provided to holders of Administrative Expense Claims, Priority Tax Claims, the DIP Claim, or holders of claims in Class 1 (Priority Non-Tax Claims), Class 2 (Alleged ServisFirst Secured Claim), Class 3 (Alleged CHS Secured Claim), and Class 4 (Secured Claims of Other Lienholders) (each as defined in the Plan, and, collectively, the

“Unclassified/Unimpaired Claimholders”), because such holders are either unclassified pursuant to section 1123(a)(1) of the Bankruptcy Code or conclusively presumed to have accepted the Plan, nor to holders of interests in Class 8 (Corporate Interests) (together with the **“Unclassified/Unimpaired Claimholders,”** the **“Non-Voting Parties”**), because such holders are conclusively presumed to have rejected the Plan.

8. The period, set forth below, during which the Debtors may solicit acceptances to the Plan is a reasonable and adequate period of time under the circumstances for creditors to make an informed decision to accept or reject the Plan.

9. The procedures for the solicitation and tabulation of votes to accept or reject the Plan (as more fully set forth in the Motion and below) provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

10. The notices substantially in the forms attached hereto as **Exhibit 1** (the **“Confirmation Hearing Notice”**) and **Exhibit 3** (the **“Notice of Non-Voting Status and Confirmation Hearing”**); the procedures set forth below for providing notice to all creditors and interest holders of the time, date, and place of the hearing to consider confirmation of the Plan (the **“Confirmation Hearing”**); and the contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017, and service of such materials as set forth herein constitutes sufficient notice to all interested parties.

IT IS HEREBY ORDERED, AND NOTICE IS GIVEN, THAT:

1. The Motion is GRANTED and all remaining objections to the Disclosure Statement Motion, if any, are OVERRULED on their merits and DENIED.

2. The Disclosure Statement is APPROVED.

3. [February 22, 2019 at 4:00 p.m.] (prevailing Eastern Time) is established as the voting record date (the “**Voting Record Date**”) for purposes of this Order and determining which holders of claims and interests are entitled to vote on the Plan and/or receive materials approved by this Order, including Notices of Non-Voting Status and Confirmation Hearing.

4. The Debtors are authorized and empowered to commence distribution of the materials required to be served by this Order, within three (3) business days after the date of entry of this Order (the “**Solicitation Commencement Date**”), as set forth herein.

5. The Debtors shall commence distribution of the Confirmation Hearing Notice and the Solicitation Package to the Voting Classes no later than the Solicitation Commencement Date. To the extent the Debtors are required to distribute copies of the Plan and/or Disclosure Statement, the Debtors may distribute either paper copies or electronic copies in “pdf” format on CD-ROM or USB Flash Drive, at their sole discretion; provided, that the Debtors shall make paper copies available upon written request by a party in interest.

6. By the Solicitation Commencement Date, the Debtors shall commence or cause service of a copy of (i) this Order (excluding the exhibits attached hereto), (ii) the Confirmation Hearing Notice, and (iii) the Disclosure Statement (together with the Plan and other exhibits attached thereto) to, among other parties (and solely to the extent such parties will not otherwise receive the Solicitation Package):

- a) the United States Trustee;
- b) the Internal Revenue Service;
- c) the United States Attorney for the Middle District of Tennessee; and
- d) all persons and entities that have filed a request for service of filings in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002.

7. The Ballots, which shall be in substantially the form attached hereto as **Exhibit 2**, are approved.

8. Solicitation Packages, which shall include individual Ballots, shall be distributed to the Voting Classes, which classes are designated under the Plan as entitled to vote to accept or reject the Plan.

9. A Notice of Non-Voting Status and Confirmation Hearing, substantially in the form attached hereto as **Exhibit 3**, shall be distributed to the Non-Voting Parties, which are either unclassified, conclusively presumed to accept the Plan, or conclusively presumed to reject the Plan. The notices will be served on the Non-Voting Parties by First Class Mail. The Debtors are not required to distribute copies of the Plan, Disclosure Statement, or this Order to any of the Non-Voting Parties, except to the extent that any such party makes a specific request in writing for the same.

10. The release opt out form (the “**Opt Out Form**”), which shall be substantially in the form attached hereto as **Exhibit 4**, is approved and shall be distributed to Non-Voting Parties and Voting Classes by First Class Mail.

11. With respect to addresses from which one or more prior notices served in these Chapter 11 Cases were returned as undeliverable, the Debtors are excused from distributing Solicitation Packages or other mailings required by this Order if the Debtors are not provided with updated addresses for the applicable entities before the Solicitation Commencement Date. If mailings made pursuant to this Order are returned as undeliverable, the Debtors are excused from attempting to re-deliver the mailings to such entities. Failure to deliver Solicitation Packages or other applicable materials to applicable entities will not constitute inadequate notice

of the Confirmation Hearing or the Voting Deadline or a violation of Bankruptcy Rule 3017(d) provided that such failure is consistent with the terms of this paragraph.

12. All Ballots must be properly executed, completed, and delivered by First Class Mail, overnight courier, or hand delivery to BMC Group, Inc. (“**BMC**”) so as to be actually received by no later than **[April 1, 2019, at 4:00 p.m.] (prevailing Eastern Time)** (the “**Voting Deadline**”) at the following address:

If by regular mail:

BMC Group, Inc.
Attn: Curae Health, Inc
PO Box 90100
Los Angeles, CA 90009

If by messenger or overnight delivery:

BMC Group, Inc.
Attn: Curae Health, Inc.
3732 West 120th Street
Hawthorne, CA 90250

provided, however, that Ballots transmitted to BMC by facsimile, electronic mail, or other means not specifically approved by this Order may be accepted by the Debtors on a case-by-case basis.

13. All Opt Out Forms must be properly executed, completed, and delivered by First Class Mail, overnight courier, or hand delivery to BMC Group, Inc. (“**BMC**”) so as to be actually received by no later than **[April 1, 2019, at 4:00 p.m.] (prevailing Eastern Time)** (the “**Opt Out Deadline**”) at the following address:

If by regular mail:

BMC Group, Inc.
Attn: Curae Health, Inc
PO Box 90100
Los Angeles, CA 90009

If by messenger or overnight delivery:

BMC Group, Inc.
Attn: Curae Health, Inc.
3732 West 120th Street
Hawthorne, CA 90250

provided, however, that Opt Out Forms transmitted to BMC by facsimile, electronic mail, or other means not specifically approved by this Order may be accepted by the Debtors on a case-by-case basis.

14. For purposes of voting on the Plan, the amount of a claim held by a creditor shall be determined pursuant to the following guidelines:

- a) The amount of the claim listed in the Debtors' schedules of assets and liabilities (the "**Schedules**"); provided that (i) such claim is not scheduled as any of contingent, unliquidated, undetermined, disputed, or in a zero dollar amount and (ii) no proof of claim has been timely filed (or otherwise deemed timely filed by the Bankruptcy Court under applicable law) with respect to such claim.
- b) The noncontingent and liquidated amount specified in a proof of claim timely filed with the Bankruptcy Court (or otherwise deemed timely filed by the Bankruptcy Court under applicable law) to the extent the proof of claim is not the subject of an objection filed by **[March 25, 2019 at 4:00 p.m.] (prevailing Eastern Time)** (the "**Voting Objection Deadline**") (or, if such claim has been resolved for allowance and/or voting purposes pursuant to a stipulation or order entered by the Bankruptcy Court, or otherwise resolved by the Bankruptcy Court, the amount set forth in such stipulation or order). The amount used to tabulate acceptance or rejection of the Plan of a claim that is the subject of an objection shall be calculated in accordance with the voting objection procedures provided below.
- c) If a proof of claim has been timely filed prior to the applicable bar date and such claim is asserted in the amount of \$0.00, such claim shall not be entitled to vote.
- d) Notwithstanding anything to the contrary in these tabulation rules, the holder of any claim that has been indefeasibly paid, in full or in part, shall only be permitted to vote the unpaid amount of such claim, if any, to accept or reject the Plan.
- e) The amount temporarily allowed or estimated by the Bankruptcy Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), subject to notice consistent with the procedures set forth herein, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.
- f) If a claim for which a proof of claim has been timely filed for unknown or undetermined amounts (as determined on the face of the claim or after a reasonable review of the supporting documentation by the Debtors or BMC) and such claim has not been allowed, such claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00.
- g) If a claim is listed on a timely filed proof of claim as either wholly or partially contingent or unliquidated, such claim is temporarily allowed in the amount that is the greater of (i) the liquidated and non-contingent amount and (ii) \$1.00, for voting purposes only, and not for purposes of allowance or distribution.

- h) If a claim is deemed allowed under the Plan, such claim is allowed for voting purposes in the deemed allowed amount set forth in the Plan.
- i) If a claim is not listed in the Schedules or is listed in the Schedules as contingent, unliquidated, or disputed (or in a zero amount) and a proof of claim was not (i) filed by the applicable bar date for the filing of proofs of claim established by the Bankruptcy Court or (i) deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, such claim shall be disallowed for voting purposes.
- j) If a proof of claim has been amended by a later proof of claim that is filed on or prior to the Voting Record Date, the later filed amending claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended claim. Except as otherwise ordered by the Bankruptcy Court, any amendments to proofs of claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.

15. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors or any other party-in-interest in any other context, including the right of the Debtors or any other party-in-interest to contest the amount or validity of any claim for purposes of allowance under the Plan.

16. The Debtors may object to any claim (as defined in section 101(5) of the Bankruptcy Code) solely for Plan voting purposes by filing a Determination Motion no later than the Voting Objection Deadline. If an objection to a claim (made by way of a Determination Motion or otherwise) filed on or before the Voting Deadline requests that such claim be reduced or reclassified, such claimant's Ballot shall be counted in such reduced amount or as the reclassified category. Further, if a creditor casts a Ballot and has timely filed a proof of claim (or has otherwise had a proof of claim deemed timely filed by the Bankruptcy Court under applicable law), but the creditor's claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, in

accordance with Bankruptcy Rule 3018, the creditor's Ballot shall not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), after the creditor files a motion for such temporary allowance (the "**Claims Estimation Motion**").

17. If a creditor seeks to have its claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), such creditor shall file a Claims Estimation Motion by the later of (i) the Voting Objection Deadline, or (ii) if such claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion.

18. In the event that a Determination Motion or Claims Estimation Motion is filed, the non-moving party shall file a reply to such motion by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the "**Voting Objection Reply Deadline**"), and a hearing, subject to the Bankruptcy Court's availability, shall be scheduled within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be considered a ruling with respect to the allowance of the claim(s) under Bankruptcy Rule 3018 and such claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court.

19. In the event that a claimant reaches an agreement with the Debtor as to the treatment of its claim for voting purposes, the claim may be treated in such manner subject to providing three (3) business days' notice to the Office of the United States Trustee.

20. The following voting procedures and standard assumptions shall be used in tabulating the Ballots:

- a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code and based on the reasonable efforts of BMC, separate claims held by a single creditor in a particular class will be aggregated as if such creditor held one claim against the Debtors in such class, and the votes related to such claims will be treated as a single vote to accept or reject the Plan. Any creditor who holds separate claims within the same class shall be provided with only one Solicitation Package and one Ballot for voting a single claim in such class.
- b) Any creditor who holds duplicate claims within the same class shall be provided with only one Solicitation Package and one Ballot for voting a single claim in such class, regardless of whether the Debtors have objected to such duplicate claims.
- c) Creditors must vote all of their claims within a particular class either to accept or reject the Plan and may not split their vote. Accordingly, a Ballot (or multiple Ballots with respect to multiple claims within a single class) that partially rejects and partially accepts the Plan will not be counted.
- d) Ballots that fail to indicate an acceptance or rejection of the Plan or that indicate both acceptance and rejection of the Plan, but which are otherwise properly executed and received prior to the Voting Deadline, will not be counted.
- e) Only Ballots that are timely received with signatures will be counted. unsigned ballots will not be counted.
- f) Ballots sent by mail or overnight delivery that are postmarked prior to the Voting Deadline, but received after the Voting Deadline, will not be counted.
- g) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, will not be counted.
- h) Ballots transmitted to BMC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court may be accepted by the Debtors on a case-by-case basis.
- i) Whenever a creditor casts more than one Ballot voting the same claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior received Ballots.
- j) If a creditor simultaneously casts inconsistent duplicate Ballots with respect to the same claim, such Ballots shall not be counted.

- k) Each creditor shall be deemed to have voted the full amount of its claim in a class. Unless otherwise ordered by the Bankruptcy Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots shall be determined by BMC and the Debtor, which determination shall be final and binding.
- l) Any Ballot containing a vote that the Bankruptcy Court determines, after notice and a hearing, was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code shall not be counted.
- m) Any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan shall not be counted.
- n) Notwithstanding anything contained herein to the contrary, BMC, in its discretion, may contact parties that submitted Ballots to cure any defects in the Ballots.
- o) Any class that does not contain any claim eligible to vote to accept or reject the Plan (by reason of temporary allowance by the Bankruptcy Court or otherwise) as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.
- p) If a class contains claims eligible to vote and no holders of claims eligible to vote in such class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of such claims in such class.
- q) Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors or the Bankruptcy Court determine. Neither the Debtors nor any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor shall any incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such Ballots shall not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) shall not be counted.
- r) The Debtors, subject to contrary order of the Bankruptcy Court, may waive any defect in any Ballot at any time, either before or after the Voting Deadline and without notice, and any such waivers shall be documented in the voting results filed with the Bankruptcy Court.
- s) Except as provided below, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors may reject such Ballot as invalid, and therefore, decline to utilize it in connection with

confirmation of the Plan by the Bankruptcy Court; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Bankruptcy Court.

- t) Subject to contrary order of the Bankruptcy Court, the Debtors reserve the absolute right to reject any and all Ballots not proper in form, the acceptance of which would, in the opinion of the Debtors not be in accordance with the provisions of the Bankruptcy Code; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Bankruptcy Court.

21. The Confirmation Hearing Notice and Notice of Non-Voting Status and Confirmation Hearing are approved.

22. No later than **[4:00 p.m. (prevailing Eastern Time) on April 8, 2019]** (two business days prior to the Confirmation Hearing), BMC shall file with the Bankruptcy Court a tabulation report for Plan voting and the Debtors shall file with the Bankruptcy Court a proposed form of confirmation order, a declaration in support of confirmation addressing the requirements of section 1129(a) of the Bankruptcy Code, and replies to any objections received by the Confirmation Objection Deadline.

23. The Confirmation Hearing will be held on **[April 10, 2019 at 10:00 a.m.] (prevailing Eastern Time)**; provided, however, that the Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than an announcement at or before the Confirmation Hearing or any adjourned Confirmation Hearing or the filing of a notice or a hearing agenda providing for the adjournment on the docket of the Chapter 11 Cases.

24. The Debtors shall mail to all creditors and interest holders a copy of the Confirmation Hearing Notice or Notice of Non-Voting Status and Confirmation Hearing by First Class Mail, as set forth herein.

25. The Debtors shall also publish the Confirmation Hearing Notice once, as soon as reasonably practical after entry of this Order, in *The Tennessean*.

26. Any objection, comment, or response to confirmation of the Plan (including any supporting memoranda) must:

- a) be in writing;
- b) comply with the Bankruptcy Rules and the Local Rules;
- c) set forth the name of the objector and the nature and amount of any claim asserted by the objector against or in the Debtors;
- d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection; and
- e) be filed with the Bankruptcy Court, together with proof of service, and served so that they are actually received by the following parties no later than **[April 1, 2019 at 4:00 p.m.] (prevailing Eastern Time)** which deadline may be extended by the Debtors (the “**Confirmation Objection Deadline**”): (i) counsel to the Debtors, Polsinelli P.C., 1201 West Peachtree Street NW, Suite 1100, Atlanta, GA 30309, Attn: David E. Gordon and Caryn Wang; (ii) counsel to the Committee, Sills Cummis & Gross P.C., One Riverfront Plaza, Newark, NJ 07102, Attn: Andrew H. Sherman and Boris I. Mankovetskiy, with a copy to Manier & Herod, P.C., Attn: Michael E. Collins and Robert W. Miller; (iii) the Office of the United States Trustee for the Middle District of North Carolina, 701 Broadway, Suite 318, Nashville, TN 37203, Attn: Kim Swafford and Megan Reed Seliber; and (iv) all parties that have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 (collectively, the “**Notice Parties**”).

27. Objections to the confirmation of the Plan not timely filed and served in the manner set forth above shall not be considered by the Bankruptcy Court and shall be overruled.

28. Unless the Bankruptcy Court sets a later deadline, the Debtors and any other party supporting the Plan shall be afforded an opportunity to file a response to any objection to the confirmation of the Plan, which responses shall be filed by **[4:00 p.m. (prevailing Eastern Time) on April 8, 2019]**.

29. The Debtors are authorized to take or refrain from taking any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of the Bankruptcy Court, including, but not limited to, the making of any payments reasonably necessary to perform the actions and distributions contemplated herein.

30. The Debtors are authorized to make nonsubstantive changes to the Disclosure Statement, Plan, Ballot, Confirmation Hearing Notice, Notice of Non-Voting Status and Confirmation Hearing, and related documents without further order of the Bankruptcy Court, including changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Package prior to their distribution.

31. The Bankruptcy Court shall retain jurisdiction with respect to all matters related to this Order.

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

Prepared and submitted by:

POLSINELLI PC

/s/ Michael Malone

Michael Malone
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-and-

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cewang@polsinelli.com

*Counsel to the Debtors and
Debtors in Possession*

EXHIBIT 1

Confirmation Hearing Notice

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

In re:

Curae Health, Inc., *et al.*¹

1721 Midpark Road, Suite B200
Knoxville, TN 37921

Debtors.

Chapter 11

Lead Case No. 18-05665

Judge Walker

Jointly Administered

**NOTICE OF (I) APPROVAL OF THE DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING ON
THE PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF THE PLAN, AND (IV) DEADLINE
FOR FILING OBJECTIONS TO CONFIRMATION OF THE PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By Order dated [*], 2019 (the “**Disclosure Statement Order**”) [Docket No. [*]], the United States Bankruptcy Court for the Middle District of Tennessee (the “**Bankruptcy Court**”) (a) approved the *Disclosure Statement for Debtors’ Chapter 11 Plan of Liquidation* [Docket No. 699] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) filed by Curae Health, Inc., *et al.* as debtors and debtors-in-possession (the “**Debtors**”) as containing adequate information within the meaning of section 1125 of title 11 of the United States Code (the “**Bankruptcy Code**”) and (b) authorized the Debtors to solicit votes to accept or reject the *Debtors’ Chapter 11 Plan of Liquidation* [Docket No. 698] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the “**Plan**”), attached as Exhibit A to the Disclosure Statement. All capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

**NOTICE REGARDING CERTAIN INJUNCTION, EXCULPATION, AND RELEASE PROVISIONS
CONTAINED IN PLAN**

2. SECTION XI OF THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING THOSE SET FORTH BELOW. YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASES, INJUNCTION AND EXCULPATION PROVISIONS THEREIN, AS YOUR RIGHTS MAY BE AFFECTED.

3. **Section XI(A) of the Plan contains the following injunction:**

. . . Except as otherwise expressly provided in the Plan or to the extent necessary to enforce the terms and conditions of the Plan, the Confirmation Order, or a separate Order of the Bankruptcy Court, as of the Effective Date, all entities who have held, hold, or may hold Claims against the Debtors, are permanently enjoined, on and after the Confirmation Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors, the Debtors’ respective property,

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).

the Debtors' estates, the Liquidating Trust, or the Liquidating Trustee with respect to any such Claim or taking any act to recover such Claim outside of the claims allowance procedure discussed in this Plan and the Bankruptcy Code and Bankruptcy Rules; (ii) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or Order against the Debtors, the Debtors' respective property, the Debtors' estates, the Liquidating Trust, or the Liquidating Trustee on account of any such Claim; (iii) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors, the Debtors' respective property, the Debtors' estates, the Liquidating Trust, or the Liquidating Trustee on account of any such Claim; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors, the Debtors' estates, the Liquidating Trust, or the Liquidating Trustee, or against the property or interests in property of the Debtors, the Debtors' estates, the Liquidating Trust, or the Liquidating Trustee on account of any such Claim. Such injunction shall extend for the benefit of the Debtor Representative, the Liquidating Trustee, and any successors of the Debtors, and to any property and interests in property subject to this Plan.

4. **Section XI(B) of the Plan contains the following exculpation:**

Except as otherwise specifically provided in the Plan, none of the Exculpated Parties shall have or incur any liability to any holder of a Claim or Corporate Interest (including Estate Claims) for any act or omission in connection with, related to, or arising out of the Chapter 11 Cases, the Plan, the Disclosure Statement, the pursuit of Confirmation, the consummation of the Plan, the administration of the Plan, the property to be liquidated and/or distributed under the Plan or any prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the liquidation of the Debtors, except for their willful or gross negligence as determined by a Final Order of a court of competent jurisdiction, and in all respects shall be entitled to rely reasonably upon the advice of counsel with respect to their duties and responsibilities under the Plan.

The foregoing paragraph shall apply to attorneys to the greatest extent permissible under applicable bar rules and case law.

5. **Section XI(C) of the Plan contains the following release:**

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, OR THE ESTATES, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, ASSET, RIGHT, OR INTEREST OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR REORGANIZATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED

AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTORS OR THE ESTATES.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASING PARTIES; (C) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (F) CONSENSUAL; AND (G) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

Article XI.C of the Plan includes a release from the Debtors' creditors and interest holders in favor of certain specified parties (the "**Released Parties**") that will be granted to the fullest extent permitted by applicable law (such release, as set forth in Article XI.C, the "**Third Party Release**"). As a creditor of the Debtors, you should read Article XI.C carefully as it affects your rights by releasing claims that you may hold against the Released Parties. The Debtors believe that the Third Party Release, in the context of the Chapter 11 Cases and the Plan, is permissible under applicable law even without the consent of the Releasing Parties. However, parties may object to the Third Party Release and the Court may find that such release may only be granted with consent of the Releasing Parties. Attached hereto is an opt out form (the "**Opt Out Form**"). Though you are not entitled to vote on the Combined Plan and Disclosure Statement, you may still opt out of the Third Party Release. To do so, you must submit the Opt Out Form to the Claims and Balloting Agent by [April 1, 2019] (the "**Opt Out Deadline**"). If you do not submit the Opt Out Form by the Opt Out Deadline, you will be deemed to consent to the giving of the Third Party Release.

6. **Section XI(E) of the Plan contains the following injunction:**

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE EXCULPATIONS, LIMITATIONS OF LIABILITY, AND RELEASES GRANTED IN THIS PLAN, ALL PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE EXCULPATED PARTIES, THE RELEASED PARTIES, OR PARTIES WHOSE LIABILITY IS LIMITED (COLLECTIVELY, THE "**PROTECTED PARTIES**"), AND THEIR RESPECTIVE ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY WITH RESPECT TO WHICH SUCH PROTECTED PARTIES ARE EXCULPATED OR RELEASED OR WITH RESPECT TO WHICH SUCH PROTECTED PARTIES' LIABILITY IS OTHERWISE LIMITED.

7. The following terms have the following definitions under the Plan:

- a. "**Committee**" means the Official Committee of Unsecured Creditors.
- b. "**Exculpated Parties**" means, individually and collectively, in each case solely in their capacity as such, each and all of: (i) the Debtors, (ii) the Committee and its members, (iii) the

POC and its members, (iv) the Liquidating Trustee, (v) Strategic, (vi) the Debtor Representative, and (vii) each of their respective officers, directors, attorneys, accountants, agents, and other professionals.

- c. **“POC”** means the committee of persons appointed as of the Effective Date to advise the Liquidating Trustee in the performance of the Liquidating Trustee’s duties and obligations under the Plan with respect to the liquidation of Assets for the benefit of the Holders of Allowed General Unsecured Claims.
- d. **“Strategic”** means Strategic Healthcare Resources, LLC.
- e. **“Released Parties”** means, individually and collectively, in each case solely in their capacity as such, each and all of: (i) the Debtors, (ii) the Committee and its members, (iii) the POC and its members, (iv) the Liquidating Trustee, (v) Strategic, (vi) the Debtor Representative, and (vii) each of their respective officers, directors, attorneys, accountants, agents, and other professionals.
- f. **“Releasing Parties”** means, individually and collectively, (a) each Holder of a Claim or Corporate Interest that (i) votes to accept the Plan, (ii) is conclusively deemed to have accepted the Plan, (iii) abstains from voting on the Plan, (iv) votes to reject the Plan and does not opt out of the releases contained in the Plan, or (v) is conclusively deemed to have rejected the Plan and does not opt out of the releases contained in the Plan; and (b) as to each of the foregoing Entities in the foregoing clause (a), each such Entities’ and their affiliates’ current and former officers, directors, principals, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and all other professionals and retained Professionals (in each case as to the foregoing Entities and their Affiliates in clause (a), solely in their capacity as such).

SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

SUMMARY OF STATUS, TREATMENT AND VOTING RIGHTS			
Class	Status	Voting Rights	Plan Treatment of Class
--	Administrative Expense Claims	None	Cash equal to the amount of such Allowed Claim.
--	Priority Tax Claims	None	Cash equal to the amount of such Allowed Claim.
--	DIP Claim	None	Cash equal to the amount of such Allowed Claim.
1	Priority Non-Tax Claims	None	Cash equal to the amount of such Allowed Claim.

SUMMARY OF STATUS, TREATMENT AND VOTING RIGHTS			
Class	Status	Voting Rights	Plan Treatment of Class
2	Alleged ServisFirst Secured Claim	None	<p>To the extent Allowed, in the Plan Proponents' sole discretion, the Holder of any Allowed ServisFirst Secured Claim shall be paid, in Cash, an amount equal to such Claim, on or before the date that is the later of (i) thirty (30) Business Days after the Effective Date and (ii) five (5) Business Days after entry of a Final Order determining and Allowing such Claim, or as soon thereafter as is practicable, in full and final satisfaction of such Claim. To the extent the Collateral securing any Allowed ServisFirst Secured Claim has been or is to be sold pursuant to an Order of the Bankruptcy Court, any amount to be paid to the Holder of such Claim pursuant to the preceding sentence shall be net of the costs of sale of such Collateral and otherwise subject to the rights of the Debtors and/or the Liquidating Trustee pursuant to section 506(c) of the Bankruptcy Code.</p>

SUMMARY OF STATUS, TREATMENT AND VOTING RIGHTS			
Class	Status	Voting Rights	Plan Treatment of Class
3	Alleged CHS Secured Claim	None	<p>To the extent Allowed, treatment in one of the following ways, in the Plan Proponents' sole discretion:</p> <ol style="list-style-type: none"> 1. on the Effective Date, the legal, equitable, and contractual rights of the Holder of any Allowed CHS Secured Claim shall be reinstated in accordance with the provisions of section 1124(2) of the Bankruptcy Code notwithstanding any contractual provision or applicable non-bankruptcy law that entitles such Holder to demand or receive payment of such Claim before the stated maturity of such Claim from and after the occurrence of a default; <u>provided, however</u>, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, covenants regarding corporate existence, or covenants prohibiting certain transactions or actions contemplated by the Plan, or conditioning such transactions or actions on certain factors, shall not be enforceable as to any breach that occurred on or prior to the Effective Date or any breach determined by reference back to a date preceding the Effective Date; 2. on the Effective Date, the Holder of any Allowed CHS Secured Claim shall (i) retain a Lien securing such Claim and (ii) receive deferred Cash payments from the Liquidating Trust totaling at least the value of such Claim as of the Effective Date in full and final satisfaction of such Claim; 3. on the Effective Date, the Collateral securing any Allowed CHS Claim shall be surrendered to the Holder of such Claim in full satisfaction of such Claim; or 4. the Holder of any Allowed CHS Secured Claim shall be paid, in Cash, an amount equal to such Claim, on or before the date that is thirty (30) Business Days after the later of (i) the Effective Date and (ii) entry of a Final Order determining and Allowing such Claim, or as soon thereafter as is practicable, in full and final satisfaction of such Claim. To the extent the Collateral securing any Allowed CHS Secured Claim has been or is to be sold pursuant to an Order of the Bankruptcy Court, any amount to be paid to the Holder of such Claim pursuant to the preceding sentence shall be net of the costs of sale of such Collateral and otherwise subject to the rights of the Debtors and/or the Liquidating Trustee pursuant to section 506(c) of the Bankruptcy Code.

SUMMARY OF STATUS, TREATMENT AND VOTING RIGHTS			
Class	Status	Voting Rights	Plan Treatment of Class
4	Secured Claims of Other Lienholders	None	<p>To the extent Allowed, treatment in one of the following ways, in the Plan Proponents' sole discretion:</p> <ol style="list-style-type: none"> 1. on the Effective Date, the legal, equitable, and contractual rights of the Holder of an Allowed Secured Claim of an Other Lienholder shall be reinstated in accordance with the provisions of section 1124(2) of the Bankruptcy Code notwithstanding any contractual provision or applicable non-bankruptcy law that entitles such Holder to demand or receive payment of such Claim before the stated maturity of such Claim from and after the occurrence of a default; <u>provided, however</u>, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, covenants regarding corporate existence, or covenants prohibiting certain transactions or actions contemplated by the Plan, or conditioning such transactions or actions on certain factors, shall not be enforceable as to any breach that occurred on or prior to the Effective Date or any breach determined by reference back to a date preceding the Effective Date; 2. on the Effective Date, the Holder of an Allowed Secured Claim of an Other Lienholder shall (i) retain a Lien securing such Claim and (ii) receive deferred Cash payments from the Liquidating Trust totaling at least the value of such Claim as of the Effective Date in full and final satisfaction of such Claim; 3. on the Effective Date, the Collateral securing an Allowed Claim of an Other Lienholder shall be surrendered to the Holder of such Claim in full satisfaction of such Claim; or 4. the Holder of an Allowed Secured Claim of an Other Lienholder shall be paid, in Cash, an amount equal to such Claim, on or before the date that is thirty (30) Business Days after the later of (i) the Effective Date and (ii) entry of a Final Order determining and Allowing such Claim, or as soon thereafter as is practicable, in full and final satisfaction of such Claim. To the extent the Collateral securing any Allowed Secured Claim of an Other Lienholder has been or is to be sold pursuant to an Order of the Bankruptcy Court, any amount to be paid to the Holder of such Claim pursuant to the preceding sentence shall be net of the costs of sale of such Collateral and otherwise subject to the rights of the Debtors and/or the Liquidating Trustee pursuant to section 506(c) of the Bankruptcy Code.

SUMMARY OF STATUS, TREATMENT AND VOTING RIGHTS			
Class	Status	Voting Rights	Plan Treatment of Class
5	General Unsecured Claims	Entitled to Vote	Pro Rata share (calculated based upon the collective Claims in Classes 5, 6, and 7) of the net proceeds of the GUC and Deficiency Liquidating Trust Assets.
6	Deficiency Claim of ServisFirst	Entitled to Vote	Pro Rata share (calculated based upon the collective Claims in Classes 5, 6, and 7) of the net proceeds of the GUC and Deficiency Liquidating Trust Assets.
7	Deficiency Claim of CHS	Entitled to Vote	Pro Rata share (calculated based upon the collective Claims in Classes 5, 6, and 7) of the net proceeds of the GUC and Deficiency Liquidating Trust Assets.
8	Corporate Interests	None	Holders of Allowed Corporate Interests shall not receive any distribution on account of such Corporate Interests under the Plan.

CONFIRMATION HEARING

8. On **[April 10, 2019 at 10:00 a.m.] (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing (the “**Confirmation Hearing**”) will be held before the Honorable Charles M. Walker at the United States Bankruptcy Court for the Middle District of Tennessee, 701 Broadway, Suite 260, Nashville, TN, 37203 to consider (i) confirmation of the Plan, as the same may be amended or modified; and (ii) such other and further relief as may be just and appropriate. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof, or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Plan, and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

9. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must: (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objector and the nature and amount of any claim asserted by the objector against or in the Debtors; (iv) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court, together with proof of service, and served so that they are actually received by the following no later than **[April 1, 2019 at 4:00 p.m.] (prevailing Eastern Time)** which deadline may be extended by the Debtors (the “**Confirmation Objection Deadline**”): (a) counsel to the Debtors, Polsinelli P.C., 1201 West Peachtree Street NW, Suite 1100, Atlanta, GA 30309, Attn: David E. Gordon and Caryn Wang; (b) counsel to the Committee, Sills Cummis & Gross P.C., One Riverfront Plaza, Newark, NJ 07102, Attn: Andrew H. Sherman and Boris I. Mankovetskiy, with a copy to Manier & Herod, P.C., Attn: Michael E. Collins and Robert W. Miller; (c) the Office of the United States Trustee for the Middle District of Tennessee, 701 Broadway, Suite 318, Nashville, TN 37203, Attn: Kim Swafford and Megan Reed Seliber; and (d) all parties that have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002.

ACCESS TO DOCUMENTS AND OTHER QUESTIONS

10. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by writing to BMC Group, Inc. (“BMC”) at

If by regular mail:

BMC Group, Inc.
Attn: Curae Health, Inc.
PO Box 90100
Los Angeles, CA 90009

If by messenger or overnight delivery:

BMC Group, Inc.
Attn: Curae Health, Inc.
3732 West 120th Street
Hawthorne, CA 90250

Tel: (888) 909-0100

Fax: (310) 321-5539

Additionally, copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement are available for inspection and may be obtained on BMC’s website² and the Bankruptcy Court’s website³.

Dated: [*], 2019

POLSINELLI P.C.

/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*)
Caryn E. Wang (*Pro Hac Vice*)
1201 West Peachtree Street NW
Atlanta, GA 30309
Telephone: (404) 253-6000
Facsimile: (404) 684-6060
dgordon@polsinelli.com
cewang@polsinelli.com

Attorneys for the Debtors

² <https://426.creditorinfo.com/> or www.bmcgroup.com/curahealth.

³ <http://www.tnmb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website).

EXHIBIT 2

Proposed Forms of Ballot

**Class 5 (General Unsecured Claims),
Class 6 (Deficiency Claim of ServisFirst), and
Class 7 (Deficiency Claim of CHS)**

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

In re:

Curae Health, Inc., *et al.*¹

1721 Midpark Road, Suite B200
Knoxville, TN 37921

Debtors.

Chapter 11

Lead Case No. 18-05665

Judge Walker

Jointly Administered

**BALLOT FOR VOTING
TO ACCEPT OR REJECT JOINT CHAPTER 11
PLAN OF ORDERLY LIQUIDATION**

CLASS [*] – [*] Claims

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS [APRIL 1, 2019
AT 4:00 P.M.] (PREVAILING EASTERN TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THIS DEADLINE IN
ORDER TO BE COUNTED.**

This ballot (the “**Ballot**”) is submitted to you to solicit your vote to accept or reject the *Debtors’ Chapter 11 Plan of Liquidation* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “**Plan**”) [Docket No. 698], submitted by Curae Health, Inc., *et al.*, the debtors and debtors-in-possession in the above-captioned cases (the “**Debtors**”) and described in the related disclosure statement (the “**Disclosure Statement**”) [Docket No. 699] approved by order of the United States Bankruptcy Court for the Middle District of Tennessee (the “**Bankruptcy Court**”) entered on [*] [Docket No. [*]] (the “**Disclosure Statement Order**”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by writing to BMC Group, Inc. (“**BMC**”) at:

If by regular mail:

BMC Group, Inc.
Attn: Curae Health, Inc.
PO Box 90100
Los Angeles, CA 90009

If by messenger or overnight delivery:

BMC Group, Inc.
Attn: Curae Health, Inc.
3732 West 120th Street
Hawthorne, CA 90250

Tel: (888) 909-0100

Fax: (310) 321-5539

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).

Additionally, copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement are available for inspection and may be obtained on BMC's website² and the Bankruptcy Court's website³.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the claims in each impaired class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "**Bankruptcy Code**"). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign, and return this Ballot to the following address so that it is **received** by the deadline indicated above:

If by regular mail:

BMC Group, Inc.
Attn: Curae Health, Inc.
PO Box 90100
Los Angeles, CA 90009

If by messenger or overnight delivery:

BMC Group, Inc.
Attn: Curae Health, Inc.
3732 West 120th Street
Hawthorne, CA 90250

Ballots transmitted to BMC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court will not be accepted except at the Debtors' election.

² <https://426.creditorinfo.com/> or www.bmcgroup.com/curaehealth.

³ <http://www.tnmb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court's website).

PLEASE READ THE ATTACHED VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ITEMS 1 AND 2. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES, THIS
BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a Class [____] Claim indicated below, in the voting amount set forth below, votes to (check one box only):

☐ **Accept** the Plan. ☐ **Reject** the Plan.

Voting Amount: \$ _____⁴

Item 4. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

⁴ For voting purposes only, subject to tabulation rules.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

I. In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan. Complete the Ballot by providing all the information requested and sign, date and return the Ballot to BMC by ONLY ONE of the following approved return methods:

If by regular mail:	If by messenger or overnight delivery:
BMC Group, Inc. Attn: Curae Health, Inc PO Box 90100 Los Angeles, CA 90009	BMC Group, Inc. Attn: Curae Health, Inc. 3732 West 120th Street Hawthorne, CA 90250

Ballots must be received by BMC on or before [April 1, 2019 at 4:00 p.m.] (prevailing Eastern Time) (the “**Voting Deadline**”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors’ discretion. An envelope addressed to BMC is enclosed for your convenience (which address may differ from the address provided in the box above). Ballots transmitted to BMC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court will not be accepted except at the Debtors’ election. If neither the “accept” nor “reject” box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.

II. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.

III. Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain tabulation rules approved by the Bankruptcy Court (the “**Tabulation Rules**”). The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors in any other context (*e.g.*, the right of the Debtors to contest the amount or validity of any Claim for purposes of allowance under the Plan). If you wish to challenge the temporary allowance of your Claim for voting purposes, you must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the Debtors so that it is received no later than **[March 25, 2019 at 4:00 p.m.] (prevailing Eastern Time)** (the “**Voting Objection Deadline**”); provided, that if your Claim is the subject of a Determination Motion you shall have until the later of (i) the Voting Objection Deadline or (ii) 7 days after the filing of such Determination Motion to file a response to such Determination Motion. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the Tabulation Rules, regardless of the amount identified in Item 1 of the Ballot.

IV. The Ballot does not constitute and will not be deemed a proof of claim or an assertion of a Claim.

V. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.

VI. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

VII. PLEASE RETURN YOUR BALLOT PROMPTLY. BMC WILL *NOT* ACCEPT BALLOTS BY FACSIMILE, E-MAIL, OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE COURT EXCEPT AT THE DEBTORS’ ELECTION.

VIII. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT BMC AT:

If by regular mail:

BMC Group, Inc.
Attn: Curae Health, Inc
PO Box 90100
Los Angeles, CA 90009

If by messenger or overnight delivery:

BMC Group, Inc.
Attn: Curae Health, Inc.
3732 West 120th Street
Hawthorne, CA 90250

Tel: (888) 909-0100

Fax: (310) 321-5539

DO NOT CONTACT BMC FOR LEGAL ADVICE. BMC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

**NOTICE REGARDING CERTAIN INJUNCTION, EXCULPATION, AND RELEASE PROVISIONS
CONTAINED IN PLAN**

1. SECTION XI OF THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING THOSE SET FORTH BELOW. YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASES, INJUNCTION AND EXCULPATION PROVISIONS THEREIN, AS YOUR RIGHTS MAY BE AFFECTED.

2. **Section XI(A) of the Plan contains the following injunction:**

. . . Except as otherwise expressly provided in the Plan or to the extent necessary to enforce the terms and conditions of the Plan, the Confirmation Order, or a separate Order of the Bankruptcy Court, as of the Effective Date, all entities who have held, hold, or may hold Claims against the Debtors, are permanently enjoined, on and after the Confirmation Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors, the Debtors' respective property, the Debtors' estates, the Liquidating Trust, or the Liquidating Trustee with respect to any such Claim or taking any act to recover such Claim outside of the claims allowance procedure discussed in this Plan and the Bankruptcy Code and Bankruptcy Rules; (ii) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or Order against the Debtors, the Debtors' respective property, the Debtors' estates, the Liquidating Trust, or the Liquidating Trustee on account of any such Claim; (iii) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors, the Debtors' respective property, the Debtors' estates, the Liquidating Trust, or the Liquidating Trustee on account of any such Claim; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors, the Debtors' estates, the Liquidating Trust, or the Liquidating Trustee, or against the property or interests in property of the Debtors, the Debtors' estates, the Liquidating Trust, or the Liquidating Trustee on account of any such Claim. Such injunction shall extend for the benefit of the Debtor Representative, the Liquidating Trustee, and any successors of the Debtors, and to any property and interests in property subject to this Plan.

3. **Section XI(B) of the Plan contains the following exculpation:**

Except as otherwise specifically provided in the Plan, none of the Exculpated Parties shall have or incur any liability to any holder of a Claim or Corporate Interest (including Estate Claims) for any act or omission in connection with, related to, or arising out of the Chapter 11 Cases, the Plan, the Disclosure Statement, the pursuit of Confirmation, the consummation of the Plan, the administration of the Plan, the property to be liquidated and/or distributed under the Plan or any prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the liquidation of the Debtors, except for their willful or gross negligence as determined by a Final Order of a court of competent jurisdiction, and in all respects shall be entitled to rely reasonably upon the advice of counsel with respect to their duties and responsibilities under the Plan.

The foregoing paragraph shall apply to attorneys to the greatest extent permissible under applicable bar rules and case law.

4. **Section XI(C) of the Plan contains the following release:**

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES

WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, OR THE ESTATES, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, ASSET, RIGHT, OR INTEREST OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR REORGANIZATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTORS OR THE ESTATES.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASING PARTIES; (C) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (F) CONSENSUAL; AND (G) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

Article XI.C of the Plan includes a release from the Debtors' creditors and interest holders in favor of certain specified parties (the "**Released Parties**") that will be granted to the fullest extent permitted by applicable law (such release, as set forth in Article XI.C, the "**Third Party Release**"). As a creditor of the Debtors, you should read Article XI.C carefully as it affects your rights by releasing claims that you may hold against the Released Parties. The Debtors believe that the Third Party Release, in the context of the Chapter 11 Cases and the Plan, is permissible under applicable law even without the consent of the Releasing Parties. However, parties may object to the Third Party Release and the Court may find that such release may only be granted with consent of the Releasing Parties. Attached hereto is an opt out form (the "**Opt Out Form**"). Though you are not entitled to vote on the Combined Plan and Disclosure Statement, you may still opt out of the Third Party Release. To do so, you must submit the Opt Out Form to the Claims and Balloting Agent by [April 1, 2019] (the "Opt Out Deadline"). If you do not submit the Opt Out Form by the Opt Out Deadline, you will be deemed to consent to the giving of the Third Party Release.

5. Section XI(E) of the Plan contains the following injunction:

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE EXCULPATIONS, LIMITATIONS OF LIABILITY, AND RELEASES GRANTED IN THIS PLAN, ALL PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE EXCULPATED PARTIES, THE RELEASED PARTIES, OR PARTIES WHOSE LIABILITY IS LIMITED (COLLECTIVELY, THE “**PROTECTED PARTIES**”), AND THEIR RESPECTIVE ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY WITH RESPECT TO WHICH SUCH PROTECTED PARTIES ARE EXCULPATED OR RELEASED OR WITH RESPECT TO WHICH SUCH PROTECTED PARTIES’ LIABILITY IS OTHERWISE LIMITED.

6. The following terms have the following definitions under the Plan:

- a. “**Committee**” means the Official Committee of Unsecured Creditors.
- b. “**Exculpated Parties**” means, individually and collectively, in each case solely in their capacity as such, each and all of: (i) the Debtors, (ii) the Committee and its members, (iii) the POC and its members, (iv) the Liquidating Trustee, (v) Strategic, (vi) the Debtor Representative, and (vii) each of their respective officers, directors, attorneys, accountants, agents, and other professionals.
- c. “**POC**” means the committee of persons appointed as of the Effective Date to advise the Liquidating Trustee in the performance of the Liquidating Trustee’s duties and obligations under the Plan with respect to the liquidation of Assets for the benefit of the Holders of Allowed General Unsecured Claims.
- d. “**Strategic**” means Strategic Healthcare Resources, LLC.
- e. “**Released Parties**” means, individually and collectively, in each case solely in their capacity as such, each and all of: (i) the Debtors, (ii) the Committee and its members, (iii) the POC and its members, (iv) the Liquidating Trustee, (v) Strategic, (vi) the Debtor Representative, and (vii) each of their respective officers, directors, attorneys, accountants, agents, and other professionals.
- f. “**Releasing Parties**” means, individually and collectively, (a) each Holder of a Claim or Corporate Interest that (i) votes to accept the Plan, (ii) is conclusively deemed to have accepted the Plan, (iii) abstains from voting on the Plan, (iv) votes to reject the Plan and does not opt out of the releases contained in the Plan, or (v) is conclusively deemed to have rejected the Plan and does not opt out of the releases contained in the Plan; and (b) as to each of the foregoing Entities in the foregoing clause (a), each such Entities’ and their affiliates’ current and former officers, directors, principals, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and all other professionals and retained Professionals (in each case as to the foregoing Entities and their Affiliates in clause (a), solely in their capacity as such).

EXHIBIT 3

Notice of Non-Voting Status and Confirmation Hearing

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

In re:

Curae Health, Inc., *et al.*¹⁰

1721 Midpark Road, Suite B200
Knoxville, TN 37921

Debtors.

Chapter 11

Lead Case No. 18-05665

Judge Walker

Jointly Administered

**NOTICE OF (I) APPROVAL OF THE DISCLOSURE STATEMENT, (II) NON-VOTING STATUS, (III)
HEARING TO CONSIDER CONFIRMATION OF THE PLAN, AND (IV) DEADLINE FOR FILING
OBJECTIONS TO CONFIRMATION OF THE PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

7. By Order dated [*], 2019 (the “**Disclosure Statement Order**”) [Docket No. [*]], the United States Bankruptcy Court for the Middle District of Tennessee (the “**Bankruptcy Court**”) (a) approved the *Disclosure Statement for Debtors’ Chapter 11 Plan of Liquidation* [Docket No. 699] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) filed by Curae Health, Inc., *et al.* as debtors and debtors-in-possession (the “**Debtors**”) as containing adequate information within the meaning of section 1125 of title 11 of the United States Code (the “**Bankruptcy Code**”) and (b) authorized the Debtors to solicit votes to accept or reject the *Debtors’ Chapter 11 Plan of Liquidation* [Docket No. 698] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the “**Plan**”), attached as Exhibit A to the Disclosure Statement. All capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

8. UNDER THE TERMS OF THE PLAN, HOLDERS OF ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, DIP CLAIMS, CLAIMS IN CLASS 1 (PRIORITY NON-TAX CLAIMS), CLAIMS IN CLASS 2 (ALLEGED SERVISFIRST SECURED CLAIM), CLAIMS IN CLASS 3 (ALLEGED CHS SECURED CLAIM), AND CLAIMS IN CLASS 4 (SECURED CLAIMS OF OTHER LIENHOLDERS) ARE NOT IMPAIRED AND, ACCORDINGLY, ARE (I) CONCLUSIVELY PRESUMED TO HAVE ACCEPTED THE PLAN (TO THE EXTENT SUCH CLAIMS ARE CLASSIFIED), AND (II) NOT ENTITLED TO VOTE ON THE PLAN ON ACCOUNT OF SUCH CLAIMS.

FURTHER, HOLDERS OF INTERESTS IN CLASS 8 (CORPORATE INTERESTS) ARE (I) CONCLUSIVELY PRESUMED TO HAVE REJECTED THE PLAN, AND (II) NOT ENTITLED TO VOTE ON THE PLAN ON ACCOUNT OF SUCH INTERESTS.

9. **YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS HOLDING A CLAIM OR INTEREST IDENTIFIED ABOVE THAT DOES NOT ENTITLE A HOLDER TO VOTE ON THE PLAN.**

¹⁰ 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).

**NOTICE REGARDING CERTAIN INJUNCTION, EXCULPATION, AND RELEASE PROVISIONS
CONTAINED IN PLAN**

10. SECTION XI OF THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING THOSE SET FORTH BELOW. YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASES, INJUNCTION AND EXCULPATION PROVISIONS THEREIN, AS YOUR RIGHTS MAY BE AFFECTED.

11. **Section XI(A) of the Plan contains the following injunction:**

. . . Except as otherwise expressly provided in the Plan or to the extent necessary to enforce the terms and conditions of the Plan, the Confirmation Order, or a separate Order of the Bankruptcy Court, as of the Effective Date, all entities who have held, hold, or may hold Claims against the Debtors, are permanently enjoined, on and after the Confirmation Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors, the Debtors' respective property, the Debtors' estates, the Liquidating Trust, or the Liquidating Trustee with respect to any such Claim or taking any act to recover such Claim outside of the claims allowance procedure discussed in this Plan and the Bankruptcy Code and Bankruptcy Rules; (ii) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or Order against the Debtors, the Debtors' respective property, the Debtors' estates, the Liquidating Trust, or the Liquidating Trustee on account of any such Claim; (iii) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors, the Debtors' respective property, the Debtors' estates, the Liquidating Trust, or the Liquidation Trustee on account of any such Claim; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors, the Debtors' estates, the Liquidating Trust, or the Liquidating Trustee, or against the property or interests in property of the Debtors, the Debtors' estates, the Liquidating Trust, or the Liquidating Trustee on account of any such Claim. Such injunction shall extend for the benefit of the Debtor Representative, the Liquidating Trustee, and any successors of the Debtors, and to any property and interests in property subject to this Plan.

12. **Section XI(B) of the Plan contains the following exculpation:**

Except as otherwise specifically provided in the Plan, none of the Exculpated Parties shall have or incur any liability to any holder of a Claim or Corporate Interest (including Estate Claims) for any act or omission in connection with, related to, or arising out of the Chapter 11 Cases, the Plan, the Disclosure Statement, the pursuit of Confirmation, the consummation of the Plan, the administration of the Plan, the property to be liquidated and/or distributed under the Plan or any prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the liquidation of the Debtors, except for their willful or gross negligence as determined by a Final Order of a court of competent jurisdiction, and in all respects shall be entitled to rely reasonably upon the advice of counsel with respect to their duties and responsibilities under the Plan.

The foregoing paragraph shall apply to attorneys to the greatest extent permissible under applicable bar rules and case law.

13. **Section XI(C) of the Plan contains the following release:**

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS,

RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, OR THE ESTATES, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, ASSET, RIGHT, OR INTEREST OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR REORGANIZATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTORS OR THE ESTATES.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASING PARTIES; (C) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (F) CONSENSUAL; AND (G) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

Article XI.C of the Plan includes a release from the Debtors' creditors and interest holders in favor of certain specified parties (the "**Released Parties**") that will be granted to the fullest extent permitted by applicable law (such release, as set forth in Article XI.C, the "**Third Party Release**"). As a creditor of the Debtors, you should read Article XI.C carefully as it affects your rights by releasing claims that you may hold against the Released Parties. The Debtors believe that the Third Party Release, in the context of the Chapter 11 Cases and the Plan, is permissible under applicable law even without the consent of the Releasing Parties. However, parties may object to the Third Party Release and the Court may find that such release may only be granted with consent of the Releasing Parties. Attached hereto is an opt out form (the "**Opt Out Form**"). Though you are not entitled to vote on the Combined Plan and Disclosure Statement, you may still opt out of the Third Party Release. To do so, you must submit the Opt Out Form to the Claims and Balloting Agent by [April 1, 2019] (the "**Opt Out Deadline**"). If you do not submit the Opt Out Form by the Opt Out Deadline, you will be deemed to consent to the giving of the Third Party Release.

14. **Section XI(E) of the Plan contains the following injunction:**

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE EXCULPATIONS, LIMITATIONS OF LIABILITY, AND RELEASES GRANTED IN THIS PLAN, ALL PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE EXCULPATED PARTIES, THE RELEASED PARTIES, OR PARTIES WHOSE LIABILITY IS LIMITED (COLLECTIVELY, THE “**PROTECTED PARTIES**”), AND THEIR RESPECTIVE ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY WITH RESPECT TO WHICH SUCH PROTECTED PARTIES ARE EXCULPATED OR RELEASED OR WITH RESPECT TO WHICH SUCH PROTECTED PARTIES’ LIABILITY IS OTHERWISE LIMITED.

15. The following terms have the following definitions under the Plan:

- a. “**Committee**” means the Official Committee of Unsecured Creditors.
- b. “**Exculpated Parties**” means, individually and collectively, in each case solely in their capacity as such, each and all of: (i) the Debtors, (ii) the Committee and its members, (iii) the POC and its members, (iv) the Liquidating Trustee, (v) Strategic, (vi) the Debtor Representative, and (vii) each of their respective officers, directors, attorneys, accountants, agents, and other professionals.
- c. “**POC**” means the committee of persons appointed as of the Effective Date to advise the Liquidating Trustee in the performance of the Liquidating Trustee’s duties and obligations under the Plan with respect to the liquidation of Assets for the benefit of the Holders of Allowed General Unsecured Claims.
- d. “**Strategic**” means Strategic Healthcare Resources, LLC.
- e. “**Released Parties**” means, individually and collectively, in each case solely in their capacity as such, each and all of: (i) the Debtors, (ii) the Committee and its members, (iii) the POC and its members, (iv) the Liquidating Trustee, (v) Strategic, (vi) the Debtor Representative, and (vii) each of their respective officers, directors, attorneys, accountants, agents, and other professionals.
- f. “**Releasing Parties**” means, individually and collectively, (a) each Holder of a Claim or Corporate Interest that (i) votes to accept the Plan, (ii) is conclusively deemed to have accepted the Plan, (iii) abstains from voting on the Plan, (iv) votes to reject the Plan and does not opt out of the releases contained in the Plan, or (v) is conclusively deemed to have rejected the Plan and does not opt out of the releases contained in the Plan; and (b) as to each of the foregoing Entities in the foregoing clause (a), each such Entities’ and their affiliates’ current and former officers, directors, principals, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and all other professionals and retained Professionals (in each case as to the foregoing Entities and their Affiliates in clause (a), solely in their capacity as such).

SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

SUMMARY OF STATUS, TREATMENT AND VOTING RIGHTS			
Class	Status	Voting Rights	Plan Treatment of Class

SUMMARY OF STATUS, TREATMENT AND VOTING RIGHTS			
Class	Status	Voting Rights	Plan Treatment of Class
--	Administrative Expense Claims	None	Cash equal to the amount of such Allowed Claim.
--	Priority Tax Claims	None	Cash equal to the amount of such Allowed Claim.
--	DIP Claim	None	Cash equal to the amount of such Allowed Claim.
1	Priority Non-Tax Claims	None	Cash equal to the amount of such Allowed Claim.
2	Alleged ServisFirst Secured Claim	None	To the extent Allowed, in the Plan Proponents' sole discretion, the Holder of any Allowed ServisFirst Secured Claim shall be paid, in Cash, an amount equal to such Claim, on or before the date that is the later of (i) thirty (30) Business Days after the Effective Date and (ii) five (5) Business Days after entry of a Final Order determining and Allowing such Claim, or as soon thereafter as is practicable, in full and final satisfaction of such Claim. To the extent the Collateral securing any Allowed ServisFirst Secured Claim has been or is to be sold pursuant to an Order of the Bankruptcy Court, any amount to be paid to the Holder of such Claim pursuant to the preceding sentence shall be net of the costs of sale of such Collateral and otherwise subject to the rights of the Debtors and/or the Liquidating Trustee pursuant to section 506(c) of the Bankruptcy Code.

SUMMARY OF STATUS, TREATMENT AND VOTING RIGHTS			
Class	Status	Voting Rights	Plan Treatment of Class
3	Alleged CHS Secured Claim	None	<p>To the extent Allowed, treatment in one of the following ways, in the Plan Proponents' sole discretion:</p> <ol style="list-style-type: none"> 1. on the Effective Date, the legal, equitable, and contractual rights of the Holder of any Allowed CHS Secured Claim shall be reinstated in accordance with the provisions of section 1124(2) of the Bankruptcy Code notwithstanding any contractual provision or applicable non-bankruptcy law that entitles such Holder to demand or receive payment of such Claim before the stated maturity of such Claim from and after the occurrence of a default; <u>provided, however</u>, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, covenants regarding corporate existence, or covenants prohibiting certain transactions or actions contemplated by the Plan, or conditioning such transactions or actions on certain factors, shall not be enforceable as to any breach that occurred on or prior to the Effective Date or any breach determined by reference back to a date preceding the Effective Date; 2. on the Effective Date, the Holder of any Allowed CHS Secured Claim shall (i) retain a Lien securing such Claim and (ii) receive deferred Cash payments from the Liquidating Trust totaling at least the value of such Claim as of the Effective Date in full and final satisfaction of such Claim; 3. on the Effective Date, the Collateral securing any Allowed CHS Claim shall be surrendered to the Holder of such Claim in full satisfaction of such Claim; or 4. the Holder of any Allowed CHS Secured Claim shall be paid, in Cash, an amount equal to such Claim, on or before the date that is thirty (30) Business Days after the later of (i) the Effective Date and (ii) entry of a Final Order determining and Allowing such Claim, or as soon thereafter as is practicable, in full and final satisfaction of such Claim. To the extent the Collateral securing any Allowed CHS Secured Claim has been or is to be sold pursuant to an Order of the Bankruptcy Court, any amount to be paid to the Holder of such Claim pursuant to the preceding sentence shall be net of the costs of sale of such Collateral and otherwise subject to the rights of the Debtors and/or the Liquidating Trustee pursuant to section 506(c) of the Bankruptcy Code.

SUMMARY OF STATUS, TREATMENT AND VOTING RIGHTS			
Class	Status	Voting Rights	Plan Treatment of Class
4	Secured Claims of Other Lienholders	None	<p>To the extent Allowed, treatment in one of the following ways, in the Plan Proponents' sole discretion:</p> <ol style="list-style-type: none"> 1. on the Effective Date, the legal, equitable, and contractual rights of the Holder of an Allowed Secured Claim of an Other Lienholder shall be reinstated in accordance with the provisions of section 1124(2) of the Bankruptcy Code notwithstanding any contractual provision or applicable non-bankruptcy law that entitles such Holder to demand or receive payment of such Claim before the stated maturity of such Claim from and after the occurrence of a default; <u>provided, however</u>, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, covenants regarding corporate existence, or covenants prohibiting certain transactions or actions contemplated by the Plan, or conditioning such transactions or actions on certain factors, shall not be enforceable as to any breach that occurred on or prior to the Effective Date or any breach determined by reference back to a date preceding the Effective Date; 2. on the Effective Date, the Holder of an Allowed Secured Claim of an Other Lienholder shall (i) retain a Lien securing such Claim and (ii) receive deferred Cash payments from the Liquidating Trust totaling at least the value of such Claim as of the Effective Date in full and final satisfaction of such Claim; 3. on the Effective Date, the Collateral securing an Allowed Claim of an Other Lienholder shall be surrendered to the Holder of such Claim in full satisfaction of such Claim; or 4. the Holder of an Allowed Secured Claim of an Other Lienholder shall be paid, in Cash, an amount equal to such Claim, on or before the date that is thirty (30) Business Days after the later of (i) the Effective Date and (ii) entry of a Final Order determining and Allowing such Claim, or as soon thereafter as is practicable, in full and final satisfaction of such Claim. To the extent the Collateral securing any Allowed Secured Claim of an Other Lienholder has been or is to be sold pursuant to an Order of the Bankruptcy Court, any amount to be paid to the Holder of such Claim pursuant to the preceding sentence shall be net of the costs of sale of such Collateral and otherwise subject to the rights of the Debtors and/or the Liquidating Trustee pursuant to section 506(c) of the Bankruptcy Code.

SUMMARY OF STATUS, TREATMENT AND VOTING RIGHTS			
Class	Status	Voting Rights	Plan Treatment of Class
5	General Unsecured Claims	Entitled to Vote	Pro Rata share (calculated based upon the collective Claims in Classes 5, 6, and 7) of the net proceeds of the GUC and Deficiency Liquidating Trust Assets.
6	Deficiency Claim of ServisFirst	Entitled to Vote	Pro Rata share (calculated based upon the collective Claims in Classes 5, 6, and 7) of the net proceeds of the GUC and Deficiency Liquidating Trust Assets.
7	Deficiency Claim of CHS	Entitled to Vote	Pro Rata share (calculated based upon the collective Claims in Classes 5, 6, and 7) of the net proceeds of the GUC and Deficiency Liquidating Trust Assets.
8	Corporate Interests	None	Holders of Allowed Corporate Interests shall not receive any distribution on account of such Corporate Interests under the Plan.

CONFIRMATION HEARING

16. On **April 10 at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing (the “**Confirmation Hearing**”) will be held before the Honorable Charles M. Walker at the United States Bankruptcy Court for the Middle District of Tennessee, 701 Broadway, Suite 260, Nashville, TN, 37203 to consider (i) confirmation of the Plan, as the same may be amended or modified; and (ii) such other and further relief as may be just and appropriate. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof, or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Plan, and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

17. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must: (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objector and the nature and amount of any claim asserted by the objector against or in the Debtors; (iv) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court, together with proof of service, and served so that they are actually received by the following no later than **[April 1, 2019 at 4:00 p.m.] (prevailing Eastern Time)** which deadline may be extended by the Debtors (the “**Confirmation Objection Deadline**”): (a) counsel to the Debtors, Polsinelli P.C., 1201 West Peachtree Street NW, Suite 1100, Atlanta, GA 30309, Attn: David E. Gordon and Caryn Wang; (b) counsel to the Committee, Sills Cummis & Gross P.C., One Riverfront Plaza, Newark, NJ 07102, Attn: Andrew H. Sherman and Boris I. Mankovetskiy, with a copy to Manier & Herod, P.C., Attn: Michael E. Collins and Robert W. Miller; (c) the Office of the United States Trustee for the Middle District of Tennessee, 701 Broadway, Suite 318, Nashville, TN 37203, Attn: Kim Swafford and Megan Reed Seliber; and (d) all parties that have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002.

ACCESS TO DOCUMENTS AND OTHER QUESTIONS

18. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by writing to BMC Group, Inc. (“**BMC**”) at:

If by regular mail:

BMC Group, Inc.
Attn: Curae Health, Inc.
PO Box 90100
Los Angeles, CA 90009

If by messenger or overnight delivery:

BMC Group, Inc.
Attn: Curae Health, Inc.
3732 West 120th Street
Hawthorne, CA 90250

Tel: (888) 909-0100
Fax: (310) 321-5539

Additionally, copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement are available for inspection and may be obtained on BMC’s website¹¹ and the Bankruptcy Court’s website¹².

Dated: [*], 2019

POLSINELLI P.C.

/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*)
Caryn E. Wang (*Pro Hac Vice*)
1201 West Peachtree Street NW
Atlanta, GA 30309
Telephone: (404) 253-6000
Facsimile: (404) 684-6060
dgordon@polsinelli.com
cewang@polsinelli.com

Attorneys for the Debtors

¹¹ <https://426.creditorinfo.com/> or www.bmcgroup.com/curahealth.

¹² <http://www.tnmb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website).

Exhibit 4

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

In re:

Curae Health, Inc., *et al.*¹³

1721 Midpark Road, Suite B200
Knoxville, TN 37921

Debtors.

Chapter 11

Lead Case No. 18-05665

Judge Walker

Jointly Administered

OPT OUT FORM FOR THE DEBTORS' PLAN

PLEASE READ CAREFULLY AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING AND RETURNING THE OPT OUT FORM.

YOUR OPT OUT FORM MUST BE RECEIVED BY THE CLAIMS AND BALLOTING AGENT, BMC GROUP, INC., BY 4:00 P.M. (ET) ON [APRIL 1, 2019] OR YOU WILL BE DEEMED TO CONSENT TO THE GIVING OF THE THIRD PARTY RELEASE.

IF YOU HAVE ANY QUESTIONS REGARDING THE OPT OUT FORM OR THE VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND BALLOTING AGENT AT (888) 909-0100. THE CLAIMS AND BALLOTING AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE.

Article XI.C of the Debtors' Chapter 11 Plan of Liquidation [Docket No. 698] (as amended, modified, or supplemented from time to time, the "**Plan**")¹⁴ proposed by the Debtors includes a release from the Debtors' creditors and interest holders in favor of certain specified parties (the "**Released Parties**") that will be granted to the fullest extent permitted by applicable law (such release, as set forth in Article XI.C, the "**Third Party Release**"). As a creditor or interest holder of the Debtors, you should read Article XI.C carefully as it affects your rights by releasing claims that you may hold against the Released Parties. The Debtors believe that the Third Party Release, in the context of the Chapter 11 Cases and the Plan, is permissible under applicable law even without the consent of the Releasing Parties. However, parties may object to the Third Party Release and the Court may find that such release may only be granted with consent of the Releasing Parties.

IF YOU ABSTAIN FROM TIMELY COMPLETING AND RETURNING THIS OPT OUT FORM INDICATING THAT YOU OPT OUT OF BEING A RELEASING PARTY AND OBJECT TO THE THIRD PARTY RELEASE, UPON THE BANKRUPTCY COURT'S APPROVAL AND CONFIRMATION OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU WILL BE A RELEASING PARTY AND DEEMED TO HAVE CONSENTED TO THE THIRD PARTY RELEASE CONTAINED IN ARTICLE XI.C OF THE COMBINED PLAN AND DISCLOSURE STATEMENT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

¹³ 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).

¹⁴ Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Combined Plan and Disclosure Statement.

Opt Out Instructions

A completed Opt Out Form should be returned in the envelope provide to you with this Opt Out Form. **Completed Opt Out Forms must be properly completed, signed, and actually received by the Claims and Balloting Agent, no later than [April 1, 2019 at 4:00 p.m. (ET)] (the “Opt Out Deadline”)** at the following addresses:

<u>If by First Class Mail:</u> BMC Group, Inc. Attn: Curae Health, Inc PO Box 90100 Los Angeles, CA 90009	<u>If by Overnight Courier, Messenger, or Hand Delivery:</u> BMC Group, Inc. Attn: Curae Health, Inc. 3732 West 120th Street Hawthorne, CA 90250
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If your Opt Out Form is received after the Opt Out Deadline, your Opt Out Form will not be accepted, and you will be deemed to have consented to the Third Party Release and will be a Releasing Party. If your Opt Out Form is received and the opt out box below is not checked, you will be deemed to have consented to the Third Party Release and will be a Releasing Party. Any Opt Out Form that is illegible or does not provide sufficient information to identify the Claim or Interest Holder will not be valid.

OPT OUT FORMS SUBMITTED BY FACSIMILE OR OTHER FORMS OF ELECTRONIC SUBMISSION WILL IN ACCORDANCE WITH THE INSTRUCTIONS ABOVE WILL **NOT** BE ACCEPTED. DO NOT MAIL YOUR OPT OUT FORM TO THE DEBTORS, THE DEBTORS’ AGENTS (OTHER THAN THE CLAIMS AND BALLOTING AGENT), OR THE DEBTORS’ FINANCIAL OR LEGAL ADVISORS.

IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT OUT FORM OR IF YOU NEED COPIES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT BY TELEPHONE AT (888) 909-0100. THE CLAIMS AND BALLOTING AGENT IS NOT PERMITTED TO PROVIDE LEGAL ADVICE.

<input type="checkbox"/> OPT OUT —The undersigned Holder of the Claim or Corporate Interest elects to opt out of the Third Party Release in Article XI.C of the Plan.
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Third Party Release

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, OR THE ESTATES, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, ASSET, RIGHT, OR INTEREST OF THE DEBTORS, THE

SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR REORGANIZATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTORS OR THE ESTATES.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASING PARTIES; (C) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (F) CONSENSUAL; AND (G) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

Relevant Definitions

"Released Parties" means, individually and collectively, in each case solely in their capacity as such, each and all of: (i) the Debtors, (ii) the Committee and its members, (iii) the POC and its members, (iv) the Liquidating Trustee, (v) Strategic, (vi) the Debtor Representative, and (vii) each of their respective officers, directors, attorneys, accountants, agents, and other professionals.

"Releasing Parties" means, individually and collectively, (a) each Holder of a Claim or Corporate Interest that (i) votes to accept the Plan, (ii) is conclusively deemed to have accepted the Plan, (iii) abstains from voting on the Plan, (iv) votes to reject the Plan and does not opt out of the releases contained in the Plan, or (v) is conclusively deemed to have rejected the Plan and does not opt out of the releases contained in the Plan; and (b) as to each of the foregoing Entities in the foregoing clause (a), each such Entities' and their affiliates' current and former officers, directors, principals, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and all other professionals and retained Professionals (in each case as to the foregoing Entities and their Affiliates in clause (a), solely in their capacity as such).

Certification

By signing this Opt Out Form, the undersigned certifies that it is the Holder of the Claim or Corporate Interest identified below and has full power and authority to opt out of the Third Party Release.

Name of Holder: _____

Signature _____

Name of Signatory (if different than Holder) _____

Title (if applicable): _____

Social Security or Federal Tax I.D. No.: _____

Street Address: _____

City, State & Zip Code: _____

Telephone Number: _____

Email: _____

Date Completed: _____