

Charles M. Walker
U.S. Bankruptcy Judge

Dated: 2/12/2019



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

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

AMENDED

**ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND
(II) GRANTING CERTAIN RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the debtors and debtors in possession (the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) for entry of an order, pursuant to Bankruptcy Code sections 105(a) and 365 and Bankruptcy Rules 6004(h) and 6006(f), (i) authorizing the Debtors to reject certain executory contracts and unexpired leases, which are listed on Exhibit 1 hereto, effective as of the Closing Date, and (ii) granting certain related relief, all as more fully set forth in the Motion; and upon the record of the hearing on the Motion, if any; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors consent to entry of a final order under Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given pursuant to Local Rule 9013-1; and it appearing that no other or

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

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth below.
2. Pursuant to Bankruptcy Code sections 105(a) and 365, the Contracts and Leases identified on Exhibit 1 hereto are rejected as of the Closing Date.
3. Each Contract Counterparty may file a claim under Bankruptcy Code section 502 or other claims in connection with such rejected Contract and Lease in accordance with any applicable claims bar date set by the Court.
4. Notwithstanding the foregoing, the *Objection of Drayer Physical Therapy Institute, LLC* [Docket No. 676] (the "**Objection**") is being adjourned to **February 21, 2019** at 9:00 a.m. for resolution. All issues raised in the Objection are being preserved to the adjourned hearing.
5. Notwithstanding the relief granted herein and any actions taken hereunder, nothing in the Motion or this order shall: (a) constitute an admission as to the validity or priority of any claim against the Debtors, (b) constitute a waiver of the Debtors' rights to dispute any claim, or (c) prejudice the Debtors' rights to assert that the Contracts are not executory within the meaning of Bankruptcy Code section 365.
6. Within two (2) business days after entry of this Order, the Debtors shall serve this Order on the counterparties to the Contracts and Leases.
7. The requirements of Bankruptcy Rule 6006(f)(6) are hereby satisfied for the purposes of the Motion.

8. The Debtors are authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

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

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

APPROVED FOR ENTRY:

POLSINELLI PC

/s/ Michael Malone _____

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EXHIBIT 1

Rejected Contracts and Leases

**TABLE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH AMORY
REGIONAL MEDICAL CENTER, INC.
(Case No. 18-05675)**

COUNTERPARTY	CONTRACT DESCRIPTION
Canon Financial Services Inc.	Equipment Lease (Radiographic System Upgrade)
Cardinal Health 110, LLC	Purchase Agreement
Carrier Commercial Services	Maintenance, Support and Service Agreement (Equipment/Supplies)
Coventry HealthCare Inc.	Hospital Payor Agreement
Crystal Springs Water of Mississippi	Purchase Agreement
Digitec Medical Service Corporation	Service Agreement (Radiology)
Diversicare of Amory, LLC	Professional Services Agreement (Hospital Based)
Draeger Medical, Inc.	Maintenance, Support and Service Agreement (Equipment/Supplies)
Dude Solutions, Inc.	Subscription Agreement
ENV Services Inc.	Maintenance, Support and Service Agreement (Equipment/Supplies)
GE Financial Services	(GE Healthcare IITS USA Corp) (Stryker Endoscopy)
GE Healthcare	Service and Supply Agreement (GE Healthcare) (GE Healthcare /Datex Ohmeda I)
General Biomedical Service, Inc	Maintenance, Support and Services Agreement (Equipment/Supplies)
General Electric Company	Equipment Purchase Agreement
Gentiva Hospice	Professional Services Agreement (Hospital Based)
Johnson Controls	Software: Maintenance and Support
LTC Rehab 22, LLC of Mississippi	Service Agreement (Clinical)
Mississippi Blood Services, Inc.	Blood & Plasma Agreements
Mississippi Physicians Care Network	Hospital Payor Agreement
Mississippi State Department of Health	Hospital Payor Agreement
North Mississippi Medical Center, Inc.	Independent Contractor Agreement
Philips Healthcare	Service & Supply Agreement
Philips Medical Capital	Service Agreement (BC Pulsera)
Phillips Medical Capital	Equipment Lease Letter Agreement re: Lease Renewal
Premier Healthcare Solutions, Inc.	Data Use & Sharing Agreement
Presto-X	Pest Control Agreement
Safety-Kleen Systems, Inc.	Service Agreement (Waste Disposal)
Siemens Healthcare Diagnostics, Inc.	Maintenance, Support and Services Agreement (Equipment/Supplies)
Sightpath Medical, LLC	Professional Services Agreement (Physician)
Specialists On Call, Inc. (SOC)	Consulting Services Agreement
Steris Corporation	Service Agreement (Non-Clinical)

COUNTERPARTY	CONTRACT DESCRIPTION
Steris Corporation	(Steris IMS Inc.)
Timothy Strickland	Independent Contractor Agreement
Stryker Sales Corporation	Service & Supply Agreement
Taylor Power Systems	Maintenance Agreement
Tech Systems Inc.	Maintenance, Support and Service Agreement (Equipment/Supplies)
University of Mississippi Medical Center	Transfer Agreement
US Med-Equip Inc.	Equipment Lease (Various Equipment)
USF Group, Inc.	Service & Supply Agreement
Werfen USA LLC	Service Agreement (Laboratory)
Wren Body Works	Occupational Health Services
SENTRI 7	Pharmacy and Infection Control
LabCorp	Outside Reference Lab