

United States Bankruptcy Court
Middle District of Tennessee

In re:
Curae Health Inc.
Debtor

Case No. 18-05665-CMW
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0650-3

User: bmp2450
Form ID: pdf001

Page 1 of 3
Total Noticed: 1

Date Rcvd: Mar 07, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 09, 2019.

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

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

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

NONE. TOTAL: 0

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

Transmission times for electronic delivery are Eastern Time zone.

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

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

Date: Mar 09, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 7, 2019 at the address(es) listed below:

ANDREW H SHERMAN on behalf of Creditor Committee Official Committee of Unsecured Creditors of Curae Health, Inc., et al. asherman@sillscummis.com
BORIS I MANKOVETSKIY on behalf of Creditor Committee Official Committee of Unsecured Creditors of Curae Health, Inc., et al. bmankovetskiy@sillscummis.com
BRITTANY S OGDEN on behalf of Creditor Leaf Capital Funding, LLC Brittany.Ogden@quarles.com, Kristie.Knitter@quarles.com
BRUCE ANTHONY SAUNDERS on behalf of Interested Party Cigna Health and Life Insurance Company tsaunders@wyattfirm.com
CHARLES WILKERSON COOK on behalf of Creditor Leaf Capital Funding, LLC charlie.cook@arlaw.com, alexis.britt@arlaw.com;erin.edgell@arlaw.com
CHRISTOPHER R MADDUX on behalf of Creditor University of Mississippi Medical Center chris.maddux@butlersnow.com, ecf.notices@butlersnow.com, velvet.johnson@butlersnow.com, mitch.carrington@butlersnow.com
DANIEL HAYS PURYEAR on behalf of Creditor Cardinal Health 200, LLC dpuryear@puryearlawgroup.com, paralegalgroup@puryearlawgroup.com
DANIEL HAYS PURYEAR on behalf of Creditor Cardinal Health 110, LLC dpuryear@puryearlawgroup.com, paralegalgroup@puryearlawgroup.com
DAVID E. LEMKE on behalf of Creditor MidCap Funding IV Trust david.lemke@wallerlaw.com, Cathy.thomas@wallerlaw.com;Chris.Cronk@wallerlaw.com;bk@wallerlaw.com
DAVID E. LEMKE on behalf of Creditor MidCapFinancial Trust david.lemke@wallerlaw.com, Cathy.thomas@wallerlaw.com;Chris.Cronk@wallerlaw.com;bk@wallerlaw.com
DAVID G THOMPSON on behalf of Defendant ServisFirst Bank dthompson_br@nealharwell.com, gfox@nealharwell.com
DAVID G THOMPSON on behalf of Creditor ServisFirst Bank dthompson_br@nealharwell.com, gfox@nealharwell.com
DAVID M ANTHONY on behalf of Creditor CHG-MERIDIAN USA Corp. anthonybk@bonelaw.com
DAVID M ANTHONY on behalf of Creditor Cardinal Health 110, LLC anthonybk@bonelaw.com
DAVID W HOUSTON, IV on behalf of Interested Party North Mississippi Health Services, Inc. dhouston@burr.com, mmayes@burr.com
ERIKA R. BARNES on behalf of Interested Party Coahoma County, Mississippi ebarnes@stites.com, erikarbarnes@gmail.com;mdennis@stites.com;docketclerk@stites.com;bvaughn@stites.com
ERNO DAVID LINDNER on behalf of Creditor CHCT Mississippi, LLC. elindner@bakerdonelson.com, dspiegel@bakerdonelson.com
G. RHEA BUCY on behalf of Creditor MEDHOST of Tennessee, Inc. Rbucy@GSRM.com, lcatabay@gssrm.com
GILL ROBERT GELDREICH on behalf of Creditor Division of Medicaid State of Mississippi agbankcookeville@ag.tn.gov, gill.geldreich@ag.tn.gov
JAMES A BOBO on behalf of Creditor Division of Medicaid State of Mississippi jbobob@ago.state.ms.us
JAMES E BAILEY, III on behalf of Creditor Methodist Healthcare - Memphis Hospitals, Inc. jeb.bailey@butlersnow.com, ecf.notices@butlersnow.com;mary.elam@butlersnow.com
JAMES L POWELL on behalf of Creditor Mississippi Department of Revenue jim.powell@dor.ms.gov, renee.freeman@dor.ms.gov;Bankruptcy.Attorney@dor.ms.gov

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

JAMES R. KELLEY on behalf of Creditor ServisFirst Bank jkelley_br@nealharwell.com, LBrian@NealHarwell.com
 JOHN DOUGLAS ELROD on behalf of Health Care Ombudsman Suzanne Koenig, as Patient Care Ombudsman elrodj@gtlaw.com, fieldss@gtlaw.com
 JOHN L RYDER on behalf of Creditor Winthrop Resources Corporation jlr@harriss Shelton.com
 JOHN L RYDER on behalf of Creditor TCF Equipment Finance jlr@harriss Shelton.com
 JOHN LELAND MURPHREE on behalf of Creditor Northwest Medical Center, Inc. lmurphree@maynardcooper.com
 JOSEPH P RUSNAK on behalf of Creditor BOA VIDA HEALTHCARE, LLC JRUSNAK@TEWLAWFIRM.com, thobbs@tewlawfirm.com
 JOSEPH P RUSNAK on behalf of Creditor Philips Medical Capital, LLC JRUSNAK@TEWLAWFIRM.com, thobbs@tewlawfirm.com
 JOSHUA K CHESSER on behalf of Creditor LTC Rehab 2, LLC jchesser@smithcashion.com, THall@smithcashion.com;ssmith@smithcashion.com
 JUSTIN MICHAEL SVEADAS on behalf of Creditor CHCT Mississippi, LLC. jsveadas@bakerdonelson.com, dspiegel@bakerdonelson.com;elindner@bakerdonelson.com
 JUSTIN MICHAEL SVEADAS on behalf of Interested Party Drayer Physical Therapy Institute, LLC jsveadas@bakerdonelson.com, dspiegel@bakerdonelson.com;elindner@bakerdonelson.com
 KATHLEEN G STENBERG on behalf of Creditor MidCap Funding IV Trust katie.stenberg@wallerlaw.com, deborah.liles@wallerlaw.com;chris.cronk@wallerlaw.com;bk@wallerlaw.com
 KATHLEEN G STENBERG on behalf of Creditor MidCap Financial Trust katie.stenberg@wallerlaw.com, deborah.liles@wallerlaw.com;chris.cronk@wallerlaw.com;bk@wallerlaw.com
 LEE HART on behalf of Creditor Shumacher Clinical Partners lee.hart@nelsonmullins.com
 LINDA W. KNIGHT on behalf of Creditor MEDHOST of Tennessee, Inc. LKNIGHT@GSRM.COM, lcatabay@gssrm.com
 LINDA W. KNIGHT on behalf of Creditor City of Amory, Mississippi LKNIGHT@GSRM.COM, lcatabay@gssrm.com
 MEGAN REED SELIBER on behalf of U.S. Trustee US TRUSTEE megan.seliber@usdoj.gov
 MICHAEL ANTHONY MALONE on behalf of Debtor Batesville Regional Physicians, LLC mmalone@polsinelli.com, dgordon@polsinelli.com,cewang@polsinelli.com,sordaz@ecfalerts.com, sjkenedy@polsinelli.com,mmillan@polsinelli.com
 MICHAEL ANTHONY MALONE on behalf of Debtor Amory Regional Medical Center, Inc. mmalone@polsinelli.com, dgordon@polsinelli.com,cewang@polsinelli.com,sordaz@ecfalerts.com, sjkenedy@polsinelli.com,mmillan@polsinelli.com
 MICHAEL ANTHONY MALONE on behalf of Debtor Amory Regional Physicians, LLC mmalone@polsinelli.com, dgordon@polsinelli.com,cewang@polsinelli.com,sordaz@ecfalerts.com, sjkenedy@polsinelli.com,mmillan@polsinelli.com
 MICHAEL ANTHONY MALONE on behalf of Debtor Clarksdale Regional Physicians, LLC mmalone@polsinelli.com, dgordon@polsinelli.com,cewang@polsinelli.com,sordaz@ecfalerts.com, sjkenedy@polsinelli.com,mmillan@polsinelli.com
 MICHAEL ANTHONY MALONE on behalf of Debtor Batesville Regional Medical Center Inc. mmalone@polsinelli.com, dgordon@polsinelli.com,cewang@polsinelli.com,sordaz@ecfalerts.com, sjkenedy@polsinelli.com,mmillan@polsinelli.com
 MICHAEL ANTHONY MALONE on behalf of Debtor Curae Health Inc. mmalone@polsinelli.com, dgordon@polsinelli.com,cewang@polsinelli.com,sordaz@ecfalerts.com, sjkenedy@polsinelli.com,mmillan@polsinelli.com
 MICHAEL ANTHONY MALONE on behalf of Debtor Clarksdale Regional Medical Center Inc. mmalone@polsinelli.com, dgordon@polsinelli.com,cewang@polsinelli.com,sordaz@ecfalerts.com, sjkenedy@polsinelli.com,mmillan@polsinelli.com
 MICHAEL DAVID JANKOWSKI on behalf of Creditor STAT Informatic Solutions, LLC mjankowski@reinhardtlaw.com
 MICHAEL EDWARD COLLINS on behalf of Plaintiff Official Committee of Unsecured Creditors of Curae Health, Inc., et al. mcollins@manierherod.com, TN44@ecfcbis.com;acarper@manierherod.com;rmiller@manierherod.com
 MICHAEL EDWARD COLLINS on behalf of Creditor Committee Official Committee of Unsecured Creditors of Curae Health, Inc., et al. mcollins@manierherod.com, TN44@ecfcbis.com;acarper@manierherod.com;rmiller@manierherod.com
 MICHAEL G ABELOW on behalf of Creditor UnitedHealthcare Insurance Company mabelow@srvhlaw.com, scamp@srvhlaw.com
 PAUL G JENNINGS on behalf of Creditor CHSPSC, LLC pjennings@bassberry.com, bankr@bassberry.com
 PAUL G JENNINGS on behalf of Creditor CHS/Community Health Systems, Inc. pjennings@bassberry.com, bankr@bassberry.com
 ROBERT WILLIAM MILLER on behalf of Creditor Committee Official Committee of Unsecured Creditors of Curae Health, Inc., et al. rmiller@manierherod.com
 RONALD G STEEN, JR on behalf of Creditor Mississippi Blood Services ronn.steen@thompsonburton.com
 RONALD G STEEN, JR on behalf of Creditor Aesynt, Incorporated ronn.steen@thompsonburton.com
 RONALD G STEEN, JR on behalf of Creditor SpecialCare Hospital Management Corporation ronn.steen@thompsonburton.com
 RONALD G STEEN, JR on behalf of Creditor Owens & Minor Distribution, Inc. ronn.steen@thompsonburton.com
 RUSSELL EMERY STAIR on behalf of Creditor CHS/Community Health Systems, Inc. rstair@bassberry.com, bankr@bassberry.com;churley@bassberry.com
 RUSSELL EMERY STAIR on behalf of Creditor CHSPSC, LLC rstair@bassberry.com, bankr@bassberry.com;churley@bassberry.com

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

SEAN CHARLES KIRK on behalf of Interested Party Progressive Medical Management of Batesville, LLC skirk@bonelaw.com

SHANE GIBSON RAMSEY on behalf of Creditor GE HFS, LLC shane.ramsey@nelsonmullins.com, jennifer.murray@nelsonmullins.com

SHANE GIBSON RAMSEY on behalf of Creditor Shumacher Clinical Partners shane.ramsey@nelsonmullins.com, jennifer.murray@nelsonmullins.com

SHANE GIBSON RAMSEY on behalf of Creditor Change Healthcare Technologies, LLC shane.ramsey@nelsonmullins.com, jennifer.murray@nelsonmullins.com

STEPHEN BARGANIER PORTERFIELD on behalf of Creditor MedPlan, Inc. sporterfield@sirote.com

STEPHEN MICHAEL MONTGOMERY on behalf of Creditor ServisFirst Bank smontgomery@nealharwell.com

STEVEN EDWARD ANDERSON on behalf of Interested Party HealthTrust Purchasing Group, L.P. tmitchell@andersonreynolds.com

THOMAS H. FORRESTER on behalf of Creditor City of Amory, Mississippi TForrester@GSRM.COM, lcatabay@gssrm.com, asowney@gssrm.com

THOMAS H. FORRESTER on behalf of Creditor MEDHOST of Tennessee, Inc. TForrester@GSRM.COM, lcatabay@gssrm.com, asowney@gssrm.com

THOMAS H. FORRESTER on behalf of Creditor Tallahatchie Valley Electric Power Association TForrester@GSRM.COM, lcatabay@gssrm.com, asowney@gssrm.com

THOMAS W TUCKER, III on behalf of Creditor HHS Culinary & Nutritional Services, LLC ttucker@veazeytucker.com

THOMAS W TUCKER, III on behalf of Creditor HHS Environmental Solutions LLC ttucker@veazeytucker.com

THOMAS W TUCKER, III on behalf of Creditor Hospital Housekeeping Systems, LLC ttucker@veazeytucker.com

US TRUSTEE ustpreregion08.na.ecf@usdoj.gov

WAVERLY ALMON HARKINS on behalf of Attorney c/o Waverly Harkins Coahoma County Board of Supervisors scook@watkinseager.com

WILLIAM L NORTON, III on behalf of Creditor Athenahealth bnorton@babc.com

WILLIAM L NORTON, III on behalf of Creditor BECKMAN COULTER, INC. bnorton@babc.com

TOTAL: 75



Charles M. Walker

U.S. Bankruptcy Judge

Dated: 3/6/2019



**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

**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 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. [*]]; (ii) establishing procedures for solicitation and tabulation of votes to accept or reject the *Joint Chapter 11 Plan of Liquidation* (including all exhibits thereto, and as amended, modified, or supplemented from time to time, the “**Plan**”) [Docket No. [*]],² including

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

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

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 February 28, 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 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 28, 2019 at 4:00 p.m. (prevailing Central 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. 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.

11. 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 17, 2019, at 4:00 p.m. (prevailing Central 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.

12. 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 **April 10, 2019 at 4:00 p.m. (prevailing Central 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.

13. 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, the Committee, or any other party-in-interest in any other context, including the right of the Debtors, the Committee, or any other party-in-interest to contest the amount or validity of any claim for purposes of allowance under the Plan.

14. The Debtors, in consultation with the Committee, 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**").

15. 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.

16. 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.

17. In the event that a claimant reaches an agreement with the Debtor, in consultation with the Committee, 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.

18. 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, in consultation with the Committee, 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 Debtors, in consultation with the Committee, 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, in consultation with the Committee, 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, in consultation with the Committee, 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, in consultation with the Committee, reject any and all Ballots not proper in form, the acceptance of which would, in the opinion of the Debtors, in consultation with the Committee, 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.

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

20. No later than **4:00 p.m. (prevailing Central Time) on May 3, 2019** (four 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.

21. The Confirmation Hearing will be held on **May 9, 2019 at 9:00 a.m. (prevailing Courtroom 2, Customs House, 701 Broadway, Nashville, TN Central 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.

22. 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.

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

24. 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 17, 2019 at 4:00 p.m. (prevailing Central Time)** which deadline may be extended by the Debtors, in consultation with the Committee, (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**”).

25. 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.

26. 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 Central Time) on May 3, 2019**.

27. 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.

28. The Debtors, in consultation with the Committee, 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.

29. The descriptions of Claims and Causes of Action reserved for commencement, prosecution and/or settlement by the Debtor Representative and/or the Liquidating Trustee for the benefit of the Liquidating Trust, as set forth in the Plan and disclosed in the Disclosure Statement, are adequate and sufficient to fully reserve and preserve such Claims and Causes of Action for the benefit of the Liquidating Trust consistent with Sixth Circuit precedent.

30. 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:

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*Co-Counsel for the Official Committee of
Unsecured Creditors of Curae Health, Inc., et al.*

EXHIBIT 1

Confirmation Hearing Notice

6094943 v2
67632332.1

**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 Joint Chapter 11 Plan of Liquidation* [Docket No. [*]] (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 *Joint Chapter 11 Plan of Liquidation* [Docket No. [*]] (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 RELEASE, 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

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).

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.

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

Subject to the Chapter 5 Carve Out (defined below) and 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 postpetition 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 other postpetition act taken or omitted to be taken in connection with the liquidation of the Debtors (other than for illegal conduct, willful or wanton conduct, or gross negligence, or fraud 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:**

PURSUANT TO BANKRUPTCY CODE SECTION 1123(B), AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, AND SUBJECT TO THE NONPROFIT ACT CLAUSE (DEFINED BELOW) AND THE CHAPTER 5 CARVE OUT (DEFINED BELOW), THE RELEASED PARTIES SHALL BE DEEMED RELEASED BY THE DEBTORS AND THE ESTATES FROM ANY AND ALL CLAIMS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THE ESTATES, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HERINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ANY OF THE DEBTORS OR THE ESTATES, AS APPLICABLE, WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT, OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER ENTITY, 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, CORPORATE INTEREST, ASSET, RIGHT, OR INTEREST OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE

TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR CORPORATE INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING 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, 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. FOR PURPOSES OF THE RELEASES CONTAINED IN THE PLAN, THE LIQUIDATING TRUSTEE IS DEEMED TO BE A SUCCESSOR TO THE ESTATES AND, THEREFORE, IS BOUND BY THE RELEASES CONTAINED IN THE PLAN.

NOTWITHSTANDING THE FOREGOING, THE DEBTORS' DIRECTORS AND OFFICERS INCLUDED IN THE DEFINITION OF "RELEASED PARTIES" SHALL ONLY BE DEEMED RELEASED BY THE DEBTORS AND THE ESTATES FROM CLAIMS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES: (I) TO THE EXTENT THE DEBTORS' DIRECTORS AND OFFICERS ARE IMMUNE FROM SUIT UNDER T.C.A. § 48-58-601; (II) FOR CONFLICTED TRANSACTIONS SOLELY TO THE EXTENT CONSISTENT WITH AND SUBJECT TO T.C.A. § 48-58-702; AND (III) FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY SOLELY TO THE EXTENT ELIMINATED, IF AT ALL, PURSUANT TO THE DEBTORS' CHARTERS AND BYLAWS, CONSISTENT WITH AND SUBJECT TO THE PROVISIONS OF T.C.A. §§ 48-51-101 *ET SEQ.* (THE "NONPROFIT ACT") (COLLECTIVELY "THE NONPROFIT ACT CLAUSE"). FOR THE AVOIDANCE OF DOUBT, THE DEBTORS' DIRECTORS AND OFFICERS NOT INCLUDED IN THE DEFINITION OF "RELEASED PARTIES" ARE NOT DEEMED RELEASED PURSUANT TO ANY TERMS OF THE PLAN OR ANY RELATED DOCUMENTS.

Nothing contained in this Plan or any related document shall be deemed to alter, modify, or expand in any way the rights or immunities set forth in the Nonprofit Act, including, but not limited to, sections 48-58-601 and 48-58-702. In the event of any conflict or inconsistency between the terms of this Plan and the provisions of the Nonprofit Act, the provisions of the Nonprofit Act shall govern and control for all purposes.

For the avoidance of doubt, except as set specifically forth herein, nothing in this Plan or any related document shall impair any rights with respect to any D&O Claims and all D&O Claims are expressly reserved and preserved.

Notwithstanding anything to the contrary contained herein, nothing in this Plan or any related document shall be deemed to release, exculpate, discharge or otherwise waive any Chapter 5 Actions (the "Chapter 5 Carve Out").

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASE OF THE RELEASED PARTIES BY THE DEBTORS AND THE ESTATES, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE RELEASE OF THE RELEASED PARTIES BY THE DEBTORS AND THE ESTATES IS: (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 DEBTORS OR THE ESTATES; (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; AND (F) A BAR TO THE DEBTORS OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE RELEASE BY THE DEBTORS OR THE ESTATES.

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: (a) the Debtors’ current Professionals; (b) the Debtors’ directors and officers who are serving in such capacity as of the Petition Date; and (c) the Committee and members of the Committee in their capacity as members of the Committee. With respect to each of the foregoing identified in subsection (c), each and all of their respective Professionals.
- c. “**Released Parties**” means, individually and collectively, in each case solely in their capacity as such, each and all of: (a) the Debtors’ current Professionals; (b) the Debtors’ directors and officers who are serving in such capacity as of the Petition Date; and (c) the Committee and members of the Committee in their capacity as members of the Committee. With respect to each of the foregoing identified in subsection (c), each and all of their respective Professionals.

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.

SUMMARY OF STATUS, TREATMENT AND VOTING RIGHTS			
Class	Status	Voting Rights	Plan Treatment of Class
1	Priority Non-Tax Claims	None	Cash equal to the amount of such Allowed Claim.
2	Alleged ServisFirst Secured Claim	None	To the extent any Alleged ServisFirst Secured Claim is Allowed, 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 (in consultation with the Committee) 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> <p>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;</p> <p>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;</p> <p>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</p> <p>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 (in consultation with the Committee) 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
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> <p>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;</p> <p>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;</p> <p>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</p> <p>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 (in consultation with the Committee) 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
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 **May 9, 2019 at 9:00 a.m. (prevailing Central 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 17, 2019 at 4:00 p.m. (prevailing Central Time)** which deadline may be extended by the Debtors in consultation with the Committee (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

-and-

MANIER & HEROD, P.C.

/s/ Robert W. Miller

Michael E. Collins (Bar No. 16036)
Robert W. Miller (Bar No. 31918)
1201 Demonbreun Street, Suite 900
Nashville, TN 37203
Telephone: (615)-244-0030

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).

Facsimile: (615) 242-4203
mcollins@manierherod.com
rmiller@manierherod.com

-and-

SILLS CUMMIS & GROSS P.C.

Andrew H. Sherman (admitted *pro hac vice*)
Boris I. Mankovetskiy (admitted *pro hac vice*)
One Riverfront Plaza
Newark, NJ 07102
Telephone: (973) 643-7000
Facsimile: (973) 643-6500
asherman@sillscummis.com
bmankovetskiy@sillscummis.com

*Co-Counsel for the Official Committee of
Unsecured Creditors of Curae Health, Inc., et al.*

EXHIBIT 2

Proposed Forms of Ballot

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

6094943 v2
67632332.1

**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 17, 2019
AT 4:00 P.M. (PREVAILING CENTRAL 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 *Joint Chapter 11 Plan of Liquidation* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “**Plan**”) [Docket No. [*]], 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. [*]] 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).

6094943 v2
67632332.1

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: 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
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Ballots must be received by BMC on or before April 17, 2019 at 4:00 p.m. (prevailing Central 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 in consultation with the Committee. 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 in consultation with the Committee. 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 and the Committee in any other context (*e.g.*, the right of the Debtors or the Committee 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 **April 10, 2019 at 4:00 p.m. (prevailing Central 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 IN CONSULTATION WITH THE COMMITTEE.

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 RELEASE, 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 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.

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

Subject to the Chapter 5 Carve Out (defined below) and 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 postpetition 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 other postpetition act taken or omitted to be taken in connection with the liquidation of the Debtors (other than for illegal conduct, willful or wanton conduct, or gross negligence, or fraud 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:**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(B), AND
NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN OR THE
CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, FOR GOOD**

AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, AND SUBJECT TO THE NONPROFIT ACT CLAUSE (DEFINED BELOW) AND THE CHAPTER 5 CARVE OUT (DEFINED BELOW), THE RELEASED PARTIES SHALL BE DEEMED RELEASED BY THE DEBTORS AND THE ESTATES FROM ANY AND ALL CLAIMS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THE ESTATES, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HERINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ANY OF THE DEBTORS OR THE ESTATES, AS APPLICABLE, WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT, OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER ENTITY, 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, CORPORATE INTEREST, ASSET, RIGHT, OR INTEREST OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR CORPORATE INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING 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, 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. FOR PURPOSES OF THE RELEASES CONTAINED IN THE PLAN, THE LIQUIDATING TRUSTEE IS DEEMED TO BE A SUCCESSOR TO THE ESTATES AND, THEREFORE, IS BOUND BY THE RELEASES CONTAINED IN THE PLAN.

NOTWITHSTANDING THE FOREGOING, THE DEBTORS' DIRECTORS AND OFFICERS INCLUDED IN THE DEFINITION OF "RELEASED PARTIES" SHALL ONLY BE DEEMED RELEASED BY THE DEBTORS AND THE ESTATES FROM CLAIMS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES: (I) TO THE EXTENT THE DEBTORS' DIRECTORS AND OFFICERS ARE IMMUNE FROM SUIT UNDER T.C.A. § 48-58-601; (II) FOR CONFLICTED TRANSACTIONS SOLELY TO THE EXTENT CONSISTENT WITH AND SUBJECT TO T.C.A. § 48-58-702; AND (III) FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY SOLELY TO THE EXTENT ELIMINATED, IF AT ALL, PURSUANT TO THE DEBTORS' CHARTERS AND BYLAWS, CONSISTENT WITH AND SUBJECT TO THE PROVISIONS OF T.C.A. §§ 48-51-101 *ET SEQ.* (THE "NONPROFIT ACT") (COLLECTIVELY "THE NONPROFIT ACT CLAUSE"). FOR THE AVOIDANCE OF DOUBT, THE DEBTORS' DIRECTORS AND OFFICERS NOT INCLUDED IN THE DEFINITION OF "RELEASED PARTIES" ARE NOT DEEMED RELEASED PURSUANT TO ANY TERMS OF THE PLAN OR ANY RELATED DOCUMENTS.

Nothing contained in this Plan or any related document shall be deemed to alter, modify, or expand in any way the rights or immunities set forth in the Nonprofit Act, including, but not limited to, sections 48-58-601 and 48-58-702. In the event of any conflict or inconsistency between the terms of this Plan and the provisions of the Nonprofit Act, the provisions of the Nonprofit Act shall govern and control for all purposes.

For the avoidance of doubt, except as set specifically forth herein, nothing in this

Plan or any related document shall impair any rights with respect to any D&O Claims and all D&O Claims are expressly reserved and preserved.

Notwithstanding anything to the contrary contained herein, nothing in this Plan or any related document shall be deemed to release, exculpate, discharge or otherwise waive any Chapter 5 Actions (the "Chapter 5 Carve Out").

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASE OF THE RELEASED PARTIES BY THE DEBTORS AND THE ESTATES, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE RELEASE OF THE RELEASED PARTIES BY THE DEBTORS AND THE ESTATES IS: (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 DEBTORS OR THE ESTATES; (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; AND (F) A BAR TO THE DEBTORS OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE RELEASE BY THE DEBTORS OR THE ESTATES.

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: (a) the Debtors' current Professionals; (b) the Debtors' directors and officers who are serving in such capacity as of the Petition Date; and (c) the Committee and members of the Committee in their capacity as members of the Committee. With respect to each of the foregoing identified in subsection (c), each and all of their respective Professionals.
- c. "**Released Parties**" means, individually and collectively, in each case solely in their capacity as such, each and all of: (a) the Debtors' current Professionals; (b) the Debtors' directors and officers who are serving in such capacity as of the Petition Date; and (c) the Committee and members of the Committee in their capacity as members of the Committee. With respect to each of the foregoing identified in subsection (c), each and all of their respective Professionals.

EXHIBIT 3

Notice of Non-Voting Status and Confirmation Hearing

6094943 v2
67632332.1

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 Joint Chapter 11 Plan of Liquidation* [Docket No. [*]] (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 *Joint Chapter 11 Plan of Liquidation* [Docket No. [*]] (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).

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**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 RELEASE, 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 excuplation:**

Subject to the Chapter 5 Carve Out (defined below) and 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 postpetition 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 other postpetition act taken or omitted to be taken in connection with the liquidation of the Debtors (other than for illegal conduct, willful or wanton conduct, or gross negligence, or fraud 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:**

PURSUANT TO BANKRUPTCY CODE SECTION 1123(B), AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY

CONFIRMED, AND SUBJECT TO THE NONPROFIT ACT CLAUSE (DEFINED BELOW) AND THE CHAPTER 5 CARVE OUT (DEFINED BELOW), THE RELEASED PARTIES SHALL BE DEEMED RELEASED BY THE DEBTORS AND THE ESTATES FROM ANY AND ALL CLAIMS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING 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 ANY OF THE DEBTORS OR THE ESTATES, AS APPLICABLE, WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT, OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER ENTITY, 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, CORPORATE INTEREST, ASSET, RIGHT, OR INTEREST OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR CORPORATE INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING 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, 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. FOR PURPOSES OF THE RELEASES CONTAINED IN THE PLAN, THE LIQUIDATING TRUSTEE IS DEEMED TO BE A SUCCESSOR TO THE ESTATES AND, THEREFORE, IS BOUND BY THE RELEASES CONTAINED IN THE PLAN.

NOTWITHSTANDING THE FOREGOING, THE DEBTORS' DIRECTORS AND OFFICERS INCLUDED IN THE DEFINITION OF "RELEASED PARTIES" SHALL ONLY BE DEEMED RELEASED BY THE DEBTORS AND THE ESTATES FROM CLAIMS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES: (I) TO THE EXTENT THE DEBTORS' DIRECTORS AND OFFICERS ARE IMMUNE FROM SUIT UNDER T.C.A. § 48-58-601; (II) FOR CONFLICTED TRANSACTIONS SOLELY TO THE EXTENT CONSISTENT WITH AND SUBJECT TO T.C.A. § 48-58-702; AND (III) FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY SOLELY TO THE EXTENT ELIMINATED, IF AT ALL, PURSUANT TO THE DEBTORS' CHARTERS AND BYLAWS, CONSISTENT WITH AND SUBJECT TO THE PROVISIONS OF T.C.A. §§ 48-51-101 *ET SEQ.* (THE "NONPROFIT ACT") (COLLECTIVELY "THE NONPROFIT ACT CLAUSE"). FOR THE AVOIDANCE OF DOUBT, THE DEBTORS' DIRECTORS AND OFFICERS NOT INCLUDED IN THE DEFINITION OF "RELEASED PARTIES" ARE NOT DEEMED RELEASED PURSUANT TO ANY TERMS OF THE PLAN OR ANY RELATED DOCUMENTS.

Nothing contained in this Plan or any related document shall be deemed to alter, modify, or expand in any way the rights or immunities set forth in the Nonprofit Act, including, but not limited to, sections 48-58-601 and 48-58-702. In the event of any conflict or inconsistency between the terms of this Plan and the provisions of the Nonprofit Act, the provisions of the Nonprofit Act shall govern and control for all purposes.

For the avoidance of doubt, except as set specifically forth herein, nothing in this

Plan or any related document shall impair any rights with respect to any D&O Claims and all D&O Claims are expressly reserved and preserved.

Notwithstanding anything to the contrary contained herein, nothing in this Plan or any related document shall be deemed to release, exculpate, discharge or otherwise waive any Chapter 5 Actions (the "Chapter 5 Carve Out").

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASE OF THE RELEASED PARTIES BY THE DEBTORS AND THE ESTATES, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE RELEASE OF THE RELEASED PARTIES BY THE DEBTORS AND THE ESTATES IS: (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 DEBTORS OR THE ESTATES; (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; AND (F) A BAR TO THE DEBTORS OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE RELEASE BY THE DEBTORS OR THE ESTATES.

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: (a) the Debtors' current Professionals; (b) the Debtors' directors and officers who are serving in such capacity as of the Petition Date; and (c) the Committee and members of the Committee in their capacity as members of the Committee. With respect to each of the foregoing identified in subsection (c), each and all of their respective Professionals.
- c. "**Released Parties**" means, individually and collectively, in each case solely in their capacity as such, each and all of: (a) the Debtors' current Professionals; (b) the Debtors' directors and officers who are serving in such capacity as of the Petition Date; and (c) the Committee and members of the Committee in their capacity as members of the Committee. With respect to each of the foregoing identified in subsection (c), each and all of their respective Professionals.

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.
2	Alleged ServisFirst Secured Claim	None	To the extent any Alleged ServisFirst Secured Claim is Allowed, 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 (in consultation with the Committee) 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 (in consultation with the Committee) 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 (in consultation with the Committee) 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 **May 9 at 9:00 a.m. (prevailing Central 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 17, 2019 at 4:00 p.m. (prevailing Central 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

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

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

rmiller@manierherod.com

-and-

SILLS CUMMIS & GROSS P.C.

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Unsecured Creditors of Curae Health, Inc., et al.*