

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 13, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 15, 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 15, 2019

Signature: /s/Joseph Speetjens

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**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 13, 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 MidCap Financial 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  
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DAVID M ANTHONY on behalf of Creditor Cardinal Health 110, LLC anthonybk@bonelaw.com  
DAVID W HOUSTON, IV on behalf of Interested Party North Mississippi Health Services, Inc. dhouston@burr.com, mmayes@burr.com  
ERIKA R. BARNES on behalf of Interested Party Coahoma County, Mississippi ebarnes@stites.com, erikarbarnes@gmail.com;mdennis@stites.com;docketclerk@stites.com  
ERNO DAVID LINDNER on behalf of Creditor CHCT Mississippi, LLC. elindner@bakerdonelson.com, dspiegel@bakerdonelson.com  
G. RHEA BUCY on behalf of Creditor MEDHOST of Tennessee, Inc. Rbucy@GSRM.com, lcatabay@gssrm.com  
GILL ROBERT GELDREICH on behalf of Creditor Division of Medicaid State of Mississippi agbankcookeville@ag.tn.gov, gill.geldreich@ag.tn.gov  
JAMES A BOBO on behalf of Creditor Division of Medicaid State of Mississippi jboobo@ago.state.ms.us  
JAMES AUMAN HALTOM on behalf of Creditor Shumacher Clinical Partners james.haltom@nelsonmullins.com, jennifer.murray@nelsonmullins.com

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

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JAMES R. KELLEY on behalf of Creditor ServisFirst Bank jkelley\_br@nealharwell.com,  
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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@harrisshelton.com  
JOHN L RYDER on behalf of Creditor TCF Equipment Finance jlr@harrisshelton.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,  
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JOSEPH P RUSNAK on behalf of Creditor Philips Medical Capital, LLC JRUSNAK@TEWLAWFIRM.com,  
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JOSHUA K CHESSER on behalf of Creditor LTC Rehab 2, LLC jchesser@smithcashion.com,  
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jsveadas@bakerdonelson.com, dspiegel@bakerdonelson.com;elindner@bakerdonelson.com  
JUSTIN MICHAEL SVEADAS on behalf of Interested Party Drayer Physical Therapy Institute, LLC  
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KATHLEEN G STENBERG on behalf of Creditor MidCap Funding IV Trust  
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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,  
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LINDA W. KNIGHT on behalf of Creditor City of Amory, Mississippi LKNIGHT@GSRM.COM,  
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mmillan@polsinelli.com  
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sjkenedy@polsinelli.com,mmillan@polsinelli.com  
MICHAEL DAVID JANKOWSKI on behalf of Creditor STAT Informatic Solutions, LLC  
mjankowski@reinhardtllaw.com  
MICHAEL EDWARD COLLINS on behalf of Plaintiff Official Committee of Unsecured Creditors of  
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TN44@ecfcbis.com;acarper@manierherod.com;rmiller@manierherod.com  
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Creditors of Curae Health, Inc., et al. mcollins@manierherod.com,  
TN44@ecfcbis.com;acarper@manierherod.com;rmiller@manierherod.com  
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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

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

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RUSSELL EMERY STAIR on behalf of Creditor CHSPSC, LLC rstair@bassberry.com,  
bankr@bassberry.com;churley@bassberry.com

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

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

SHANE GIBSON RAMSEY on behalf of Creditor Shumacher Clinical Partners  
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SHANE GIBSON RAMSEY on behalf of Creditor Change Healthcare Technologies, LLC  
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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.  
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THOMAS H. FORRESTER on behalf of Creditor City of Amory, Mississippi TForrester@GSRM.COM,  
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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  
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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  
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THOMAS W TUCKER, III on behalf of Creditor Hospital Housekeeping Systems, LLC  
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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@babco.com

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

TOTAL: 76

Charles M. Walker  
U.S. Bankruptcy Judge

Dated: 3/13/2019



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

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

**EXPEDITED CONSENT ORDER (I) APPROVING THE FIRST AMENDMENT TO THE PANOLA APA, (II) AUTHORIZING THE DEBTORS TO PAY THE PURCHASE PRICE FROM THE SALE OF PANOLA MEDICAL CENTER TO SERVISFIRST BANK, (III) AUTHORIZING CERTAIN RELEASES, AND  
(IV) GRANTING RELATED RELIEF**

Upon the emergency hearing held on March 12, 2019 (the “**Hearing**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and upon the request of the debtors and debtors in possession (the “**Debtors**”), Progressive Medical Management of Batesville, LLC (“**PMM**”), and ServisFirst Bank (“**ServisFirst**”) for entry of an order (this “**Order**”), pursuant to sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004, authorizing the Debtors to enter into that certain First Amendment to the Panola APA; and upon the record of the Hearing; and it appearing by the signature of counsel below that the Official Committee of Unsecured Creditors (the “**Committee**”) consents to the entry of the relief set forth herein; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the

<sup>1</sup> 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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Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Hearing having been given pursuant to Local Rule 9075-1; and it appearing that no other or further notice of the Hearing is required; and this Court having found that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and after due deliberation thereon; and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED AND DECREED THAT:**

1. Debtors are authorized to enter into the First Amendment to Asset Purchase Agreement (the "**Amendment**"),<sup>2</sup> a true and correct copy of which is annexed hereto as Exhibit A.

2. Within three (3) business days of the Closing Date, Debtors shall pay to ServisFirst the cash component of Purchase Price (as defined in the Agreement) and endorse the Promissory Notes for payment to the order of ServisFirst and assign the mortgages and guaranties to ServisFirst. ServisFirst shall apply the cash component of the Purchase Price and the full amount of the Promissory Notes as and when collected to reduce the principal amount of the secured portion of ServisFirst's asserted pre-petition claim.

3. Notwithstanding anything in this Order or otherwise, any and all payments and transfers to ServisFirst authorized hereunder shall be subject to and conditioned upon the determination by final order of the adversary proceeding commenced on January 16, 2019 by the Official Committee of Unsecured Creditors (the "Committee") on behalf of the Debtors' estates against ServisFirst, pending before this Court under adversary proceeding number 3:19-ap-90010 (the "**Adversary Proceeding**"). Nothing herein shall constitute (i) an allowance of the amount, nature, validity or priority of any pre-petition or post-petition claims or interests of

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning(s) ascribed to them in the Amendment.

ServisFirst; (ii) a determination of the extent, validity or priority of any of ServisFirst's asserted liens or security interests; or (iii) a determination that any portion of the proceeds of the Sale, any other property of the Debtors' estates or any proceeds thereof constitute ServisFirst's collateral. All of the rights, claims and defenses of the Committee and ServisFirst in the Adversary Proceeding, are expressly reserved and preserved and nothing herein shall operate as an admission, have any estoppel effect or otherwise prejudice any such rights, claims or defenses. Nothing herein shall be deemed to vacate, alter or otherwise modify any provisions of the Final Order Authorizing the Debtors to (I) Authorizing the Debtor's to (A) Obtain Postpetition Secured Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Status, (III) Granting Adequate Protection, and (IV) Modifying the Automatic Stay [Docket No. 455].

4. Notwithstanding anything to the contrary set forth in the *Agreed Order Regarding Emergency Hearing on the Status of Sale of Panola Medical Center and Panola Medical Center West* entered on March 7, 2019 [Docket No. 845], at consummation of the Sale the Deposit shall be applied to the Purchase Price.

5. Debtors, on behalf of their respective bankruptcy estates, and Purchaser and its officers, directors, employees, and agents (collectively, the "**Purchaser Released Parties**"), shall be deemed to have exchanged mutual general releases of any and all claims, rights, and causes of action of any kind relating to the Sale, other than Purchaser's obligations under the Agreement as amended by the Amendment, solely upon satisfaction of each of the following conditions: (1) entry of this Order; (2) consummation of the Sale; (3) payment in full of the Cash Purchase Price; and (4) payment in full of all amounts due under the Promissory Notes (collectively, the "**Purchaser Release Conditions**").

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6. Provided that Purchaser Release Conditions one (1) through three (3) in the immediately preceding paragraph are met, Debtors, on behalf of their respective bankruptcy estates, and the Committee each agree to forbear from asserting any claims, rights, and causes of action of any kind against the Purchaser Released Parties provided that Purchaser timely makes all payments when due under the Promissory Notes. Should Purchaser fail to make any payment under the Promissory Notes when due and after written notice to Purchaser from the holder of the Promissory Notes, Purchaser shall be provided a one time, 90-day grace period within which to pay the Promissory Notes in their entirety in one lump sum payment.

7. Upon entry of this Order and consummation of the Sale, Debtors, on behalf of their respective bankruptcy estates and the Committee on the one hand, and Guaranty Bank and its officers, directors, employees, and agents on the other hand, shall be deemed to have exchanged mutual general releases of any and all claims, rights, and causes of action of any kind relating to the Sale.

8. In the event of any conflict or inconsistency between this Order and the Amendment or any other document relating to the Sale, this Order shall govern and control for all purposes.

9. Debtors and Purchaser are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

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

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AGREED TO AND APPROVED FOR ENTRY BY:

**POLSINELLI PC**

/s/ Michael Malone

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-and-

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*Counsel to the Debtors and  
Debtors in Possession*

-and-

/s/ Sean Kirk

Sean C. Kirk (BPR No. 22878)  
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*Local Counsel for Progressive Medical  
Management of Batesville, LLC*

-and-

/s/ Crane Kipp

Crane D. Kipp (*Pro Hac Vice*)  
Victoria R. Bradshaw (*Pro Hac Vice*)

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WISE CARTER CHILD & CARAWAY, P.A.  
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[vrb@wisecarter.com](mailto:vrb@wisecarter.com)

*Counsel for Progressive Medical  
Management of Batesville, LLC*

-and-

**MANIER & HEROD, P.C.**

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Robert W. Miller (Bar No. 31918)  
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*Co-Counsel for the Official Committee of  
Unsecured Creditors of Curae Health, Inc., et al.*

-and-

**NEAL & HARWELL, PLC**

/s/ James R. Kelley

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David G. Thompson (BPR #20309)  
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[jkelly@nealharwell.com](mailto:jkelly@nealharwell.com)  
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*Counsel for ServisFirst Bank*

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**Exhibit A**

**The Amendment**

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## FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This **FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT**, dated as of March \_\_\_\_, 2019 (this "Amendment"), is an amendment to that certain Asset Purchase Agreement, dated as of January 10, 2019 (the "Agreement"), and is by and between **BATESVILLE REGIONAL MEDICAL CENTER, INC.**, a Tennessee non-profit corporation (with BRP, "Seller"), **BATESVILLE REGIONAL PHYSICIANS, LLC**, a Tennessee limited liability company ("BRP"), Curae Health, Inc., a Tennessee non-profit corporation ("Curae"), **PROGRESSIVE MEDICAL MANAGEMENT OF BATESVILLE LLC**, a Mississippi limited liability company ("PMM"), and **PANOLA PHYSICIANS GROUP, LLC**, a Mississippi limited liability company ("PPG" collectively with PMM, "Purchaser").

### WITNESSETH:

**WHEREAS**, the parties hereto have entered into the Agreement, pursuant to which, among other things, Purchaser has agreed to purchase from Seller, and Seller has agreed to sell to Purchaser, the Assets (as such term is defined in the Agreement); and

**WHEREAS**, Purchaser failed to pay the Purchase Price (as such term is defined in the Agreement) pursuant to Section 2.11 of the Agreement on March 1, 2019; and

**WHEREAS**, the parties now desire to proceed with the Closing of the purchase and sale of the Assets related to Panola Medical Center located in Batesville, Mississippi, and payment of the Purchase Price, and the parties have agreed to amend certain provisions of the Agreement in connection therewith.

**Capitalized terms not defined in this Amendment shall have the meanings assigned in the Agreement.**

**NOW, THEREFORE**, for and in consideration of the premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy all of which are forever acknowledged and confessed, the parties hereby agree as follows:

### Section 1. Amendments.

(a) The parties hereto agree that the Closing of the transaction set forth in the Agreement shall take place on March 13, 2019, by electronic mail, facsimile transmission, United States mail or overnight courier, or such other manner as may be agreed to by the parties. The Closing shall be effective as of 12:00:01 a.m., local time, on March 1, 2019.

(b) The following subsection (c) shall be added to Section 2.11 of the Agreement as follows:

"(c) Notwithstanding anything contained herein to the contrary, the Cash Purchase Price as set forth in Section 2.11(a)(ii) above shall be paid at Closing as follows: (i) \$2,292,000.00 shall be paid by wire transfer of immediately available funds to an account designated by Seller, and (ii) the balance of the Cash Purchase Price in the approximate amount of \$208,000.00 shall be paid pursuant to a Promissory Note from Purchaser to Seller with a term of one hundred eighty (180) days and an interest rate of 7.0% (the "First Promissory Note").

(c) The following subsection (d) shall be added to Section 2.11 of the Agreement as follows:

"(d) Notwithstanding anything contained herein to the contrary, the Inventory and Prepaid Expenses required to be paid under Section 2.19 as set forth in Section 2.11(a)(vi) above shall be paid at Closing as follows: (i) \$500,000.00 shall be paid by wire transfer of immediately available funds to an account designated by Seller, and (ii) the balance of the Inventory and

Prepaid Expenses owed in the approximate amount of \$350,000.00 shall be paid pursuant to a Promissory Note from Purchaser to Seller with a term of one (1) year and no interest due thereon (the “Second Promissory Note” and collectively with the First Promissory Note, the “Promissory Notes”). The Promissory Notes shall be personally guaranteed by those individuals or entities that Seller, in its sole discretion, shall require from the class of individuals or entities who are the equity owners of Purchaser or its member entities.”

(d) Section 2.19 of the Agreement is hereby amended and restated as follows:

“2.19 **Inventory and Prepaid Expenses.** Seller has prepared and delivered to Purchaser a balance sheet for the Hospital as of February 28, 2019, which includes an amount for inventory and prepaid expenses (the “Inventory and Prepaid Expenses”). Purchaser shall pay for the Inventory and Prepaid Expenses in the manner set forth in this Agreement.”

(e) The following Section 2.21 shall be added immediately following Section 2.20 of the Agreement as follows:

“2.21 **Payroll.** Should the effective date of the Closing take place in the middle of a payroll pay period, Purchaser agrees to process and pay all accrued payroll obligations to all Hospital employees at the end of said pay period. At Closing, Purchaser shall receive a credit from Seller for any payroll obligations accrued prior to the Effective Time. By way of example, if the Closing of this transaction is effective as of 12:00:01 a.m. on March 1, 2019 and the payroll pay period for Hospital employees runs from February 23, 2019 to March 8, 2019, then Purchaser shall pay the Hospital employees on March 8, 2019 for the entire pay period and Purchaser will receive a credit on the closing statement for the accrued payroll from February 23, 2019 until February 28, 2019.”

**Section 2. Amendment; No Further Modification.** The parties agree that this Amendment is an effective and binding amendment of the Agreement pursuant to the Agreement. Except as otherwise expressly stated in this Amendment, all of the terms and provisions of the Agreement shall remain in full force and effect, without amendment or modification.

**Section 3. Divisions and Headings.** The division of this Amendment into sections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Amendment.

**Section 4. Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by their authorized officers as of the date and year first above written.

SELLER:

Batesville Regional Medical Center, Inc.

By: \_\_\_\_\_

Print Name: Stephen N. Clapp

Title: President

Batesville Regional Physicians, LLC

By: \_\_\_\_\_

Print Name: Stephen N. Clapp

Title: President

CURAE:

Curae Health, Inc.

By: \_\_\_\_\_

Print Name: Stephen N. Clapp

Title: President

*[Signature Page Continued on Next Page]*

*[Cont'd – Signature Page to First Amendment to Asset Purchase Agreement]*

PURCHASER:

Progressive Medical Management of Batesville  
LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Panola Physicians Group, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_