

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

In re:)	
	)	Chapter 11
Curae Health, Inc.,	)	Case No. 18-05665
Amory Regional Medical Center, Inc.,	)	Case No. 18-05675
Batesville Regional Medical Center, Inc.,	)	Case No. 18-05676
Clarksdale Regional Medical Center, Inc.	)	Case No. 18-05678
Amory Regional Physicians, LLC	)	Case No. 18-05680
Batesville Regional Physicians, LLC	)	Case No. 18-05681
Clarksdale Regional Physicians, LLC	)	Case No. 18-05682
)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921)	
Debtors.	)	Joint Administration Pending

**EXPEDITED MOTION OF DEBTORS FOR AN ORDER (I) AUTHORIZING
CONTINUATION OF AND PAYMENT OF OBLIGATIONS INCURRED IN THE
ORDINARY COURSE OF BUSINESS IN CONNECTION WITH VARIOUS
INSURANCE POLICIES, (II) AUTHORIZING BANKS TO HONOR AND PROCESS
CHECKS AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO, AND
(III) PREVENTING INSURANCE COMPANIES FROM GIVING ANY NOTICE OF
TERMINATION OR OTHERWISE MODIFYING ANY INSURANCE POLICY
WITHOUT OBTAINING RELIEF FROM THE AUTOMATIC STAY**

The above-captioned debtors and debtors in possession (the “**Debtors**”) hereby move the Court (the “**Motion**”) for entry of an order, pursuant to sections 105(a), 362, and 363(b) of title 11 of the United States Code (the “**Bankruptcy Code**”); Rule 6003(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”): (i) authorizing, but not directing, the Debtors to continue and, to the extent necessary, renew prepetition insurance policies in the ordinary course of business and pay obligations in respect thereof; (ii) authorizing banks and other financial institutions at which the Debtors hold accounts (collectively, the “**Banks**”) to honor and process check and electronic transfer requests related to the foregoing; and (iii) preventing insurance companies from giving any notice of termination or otherwise modifying or cancelling any insurance policies without first obtaining relief form the automatic stay imposed by

Bankruptcy Code section 362. In support of this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Stephen N. Clapp, Chief Executive Officer of Curae Health, Inc., in Support of Chapter 11 Petitions and First Day Pleadings*, filed concurrently herewith (the “**First Day Declaration**”). In further support of this Motion, the Debtors, by and through their undersigned counsel, respectfully represent as follows:

JURISDICTION AND VENUE

24. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

25. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a) and 363(b), and Bankruptcy Rule 6003(b).

BACKGROUND

A. General Background

26. On the date hereof (the “**Petition Date**”), each of the Debtors filed a voluntary petition in this Court commencing a case for relief under chapter 11 of the Bankruptcy Code (the “**Chapter 11 Cases**”). The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the First Day Declaration and fully incorporated herein by reference.

27. Concurrently with the filing of this Motion, the Debtors have requested procedural consolidation and joint administration of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). The Debtors continue to manage and operate their business as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. No trustee or examiner has been requested in the Chapter 11 Cases and no committees have yet been appointed.

B. The Debtors' Insurance Policies and Related Payment Obligations

28. In the ordinary course of their business, the Debtors maintain approximately 10 insurance policies with various insurance providers (collectively, the “**Insurers**”) that provide coverage for, *inter alia*, professional liability, general liability, employee benefits liability, workers compensation liability, cyber breach liability, executive liability, automobile liability, pollution liability, and property liability (each, an “**Insurance Policy**” and collectively, the “**Insurance Policies**”), as summarized in Exhibit B annexed hereto.¹

29. The Debtors have incurred a total of approximately \$3.35 million in the aggregate in premiums under the terms of their existing Insurance Policies (collectively, the “**Insurance Obligations**”).

30. The Debtors retain the services of USI Insurance Services and Cate-Russell Insurance, Inc. (the “**Brokers**”) to assist them with the procurement and negotiation of certain Insurance Policies. The Brokers assist the Debtors in obtaining comprehensive insurance coverage for their operations. The Broker also provides ongoing support through the policy periods. The Debtors pay the Brokers certain commissions for services rendered (the “**Broker Fees**”). As of the Petition Date, Debtors do not believe that the Debtors owe any amounts to the Broker on account of fees, commissions, or any other prepetition obligations. Out of an

¹ The descriptions of the Insurance Policies set forth in this Motion constitute a summary only. The actual terms of the Insurance Policies and related agreements will govern in the event of any inconsistency with the descriptions in this Motion. It is possible that certain of the Debtors' Insurance Policies may have been inadvertently omitted from the list of Insurance Policies attached hereto as Exhibit B. Accordingly, Exhibit B represents a non-exhaustive list of Insurance Policies and the Debtors reserve the right, pursuant to the terms and conditions of this Motion and without further order from the Court, to amend Exhibit B to add any Insurance Policies that were omitted therefrom. The Debtors request that the relief requested herein apply equally to all such Insurance Policies (the “**Additional Insurance Policies**”). In the event the Debtors add any Additional Insurance Policies to Exhibit B, the Debtors will serve this Motion, any order approving same, and a revised version of Exhibit B upon the issuer(s) of any such Additional Insurance Policies, the Office of the U.S. Trustee, the Debtors' DIP Lender, and any official committee(s) appointed in the Debtors' Chapter 11 Cases.

abundance of caution, however, the Debtors seek authority to honor any amounts owed to the Broker to ensure uninterrupted coverage under their Insurance Policies.

31. The Debtors seek authority to pay premiums under the Insurance Policies as needed in the ordinary course of business pursuant to the payment terms of each Insurance Policy.

RELIEF REQUESTED

32. By this Motion, the Debtors request entry of an order, substantially in the form of Exhibit A attached hereto, authorizing the Debtors to: (i) continue and renew their Insurance Policies, or obtain new insurance policies, as needed in the ordinary course of business; and (ii) honor all of their postpetition obligations under and in connection with the Insurance Policies on an uninterrupted basis and in accordance with the same practices and procedures as were in effect before the Petition Date.²

33. The Debtors also seek entry of an order authorizing the Banks to receive, process, honor, and pay checks or electronic transfers used by the Debtors to pay the foregoing and to rely on the representations of the Debtors as to which checks are issued and authorized to be paid in accordance with this Motion.

34. Lastly, by this Motion, the Debtors respectfully request an order preventing the Insurers from giving any notice of termination or otherwise modifying or cancelling any Insurance Policies without obtaining relief from the automatic stay.

² Nothing in this Motion should be construed as an assumption of any executory contract or unexpired lease between the Debtors and any other party, nor should it be construed as a rejection of any executory contract or unexpired lease with any creditor. The Debtors reserve the right to contest the amount claimed to be due by any person or entity.

BASIS FOR RELIEF

A. Honoring the Insurance Policy Obligations is Warranted Under Bankruptcy Code Section 363(b)

35. Bankruptcy Code section 363 provides, in relevant part, that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Under section 363(b), courts require only that the debtor “show that a sound business purpose justifies such actions.” *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999) (citations omitted); *see also In re Phoenix Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987); *In re Adelpia Commc’ns Corp.*, No. 02-41729 (REG), 2003 WL 22316543, at *30 (Bankr. S.D.N.Y. Mar. 4, 2003); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983). Moreover, “[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (citation omitted); *see also Stanziale v. Nachtomi (In re Tower Air, Inc.)*, 416 F.3d 229, 238 (3d Cir. 2005) (“Overcoming the presumptions of the business judgment rule on the merits is a near-Herculean task.”).

36. The Debtors have satisfied the business judgment standard. First, the coverage provided under the Insurance Policies is essential for preserving the value of the Debtors’ assets and, such coverage is required by various regulations, laws, and contracts that govern the Debtors’ business operations. Indeed, Bankruptcy Code section 1112(b)(4)(C) provides that “failure to maintain appropriate insurance that poses a risk to the estate or to the public,” is “cause” for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C).

Moreover, maintenance of insurance policies is required by the operating guidelines established by the Office of the United States Trustee (the “**U.S. Trustee**”). See 3 *United States Trustee Manual*, § 3-3.2.3 (Oct. 1998) (“A debtor must obtain appropriate insurance coverage, and documentation regarding the existence of the coverage must be provided to the Office of the United States Trustee as early in the case as possible.”). Second, if the Debtors fail to perform their obligations under the Insurance Policies, their coverage thereunder could be voided. Such a disruption of the Debtors’ insurance coverage could expose the Debtors to serious risks, including but not limited to: (i) direct liability for the payment of claims that otherwise would have been payable by the Insurers; (ii) material costs and other losses that otherwise would have been reimbursed by the Insurers under the Insurance Policies; (iii) the loss of good standing certification in jurisdictions that require the Debtors to maintain certain levels of insurance coverage; (iv) the inability to obtain similar types of insurance coverage; and (v) higher costs for re-establishing lapsed policies or obtaining new insurance coverage. Any or all of these consequences could cause serious harm to the Debtors’ business. Granting the relief requested herein will enhance the likelihood of the Debtors’ successful rehabilitation, thereby furthering the goals of chapter 11: “facilitating the continued operation and rehabilitation of the debtor.” *In re Ionosphere Clubs*, 98 B.R. 174, 176 (Bankr. S.D.N.Y. 1989).

37. The Debtors may also need to renew or replace certain of the Insurance Policies during the course of these Chapter 11 Cases or enter into new policies. If the Debtors do not pay amounts owing as they come due, including upward and/or downward adjustments, in respect of the Insurance Policies, there is a risk that the Insurers will refuse to renew the Insurance Policies.

38. Although the Debtors believe that the renewal, modification, or new execution of the Insurance Policies would constitute ordinary course transactions not requiring Court

approval, the Debtors nevertheless seek authority to continue to renew and modify the Insurance Policies in order to assure the Debtors' Insurers that the Debtors have full authority with respect to new or modified arrangements without the need to obtain further approval from the Court.

B. The Court Should Authorize Applicable Banks to Honor Checks and Electronic Fund Transfers in Accordance with the Motion

39. In connection with the foregoing, the Debtors respectfully request that the Court: (i) authorize all applicable Banks to receive, process, honor, and pay all checks and transfers issued by the Debtors in accordance with this Motion, without regard to whether any checks or transfers were issued before or after the Petition Date; (ii) provide that all Banks may rely on the representations of the Debtors with respect to whether any check or transfer issued or made by the Debtors before the Petition Date should be honored pursuant to this Motion (such banks and other financial institutions having no liability to any party for relying on such representations by the Debtors provided for herein); and (iii) authorize the Debtors to issue replacement checks or transfers to the extent any checks or transfers that are issued and authorized to be paid in accordance with this Motion are dishonored or rejected by the Banks.

D. The Automatic Stay

40. The Debtors also request that the Court prevent the Insurers from giving any notice of termination or otherwise modifying or canceling any Insurance Policies without obtaining relief from the automatic stay imposed by Bankruptcy Code section 362. The purpose of this relief is to aid in the administration of the Debtors' bankruptcy cases and to preserve the value of their business operations. The Debtors' Insurers may be unfamiliar with the protections afforded chapter 11 debtors under Bankruptcy Code section 362, and thus, an order of this Court affirming these protections would help avoid costly and unnecessary litigation.

41. As a result of the commencement of the Debtors' Chapter 11 Cases, and by operation of law pursuant to Bankruptcy Code section 362, the automatic stay prevents all persons from, inter alia: (i) commencing or continuing any judicial, administrative or other proceeding against the Debtors; (ii) taking any action to exercise control over property of the estates; or (iii) taking any action to collect, assess or recover a claim against the Debtors that arose before the commencement of such cases. *See* 11 U.S.C. § 362(a).

42. The appropriate procedure for obtaining Court approval of termination under an insurance policy is to seek relief from the automatic stay under the provisions of Bankruptcy Code section 362(d)(1), which require the Court to grant relief for "cause." *In re Adana Mortg. Bankers, Inc.*, 12 B.R. 983, 988 (Bankr. N.D. Ga. 1980).

43. The injunctions contained in Bankruptcy Code section 362 are self-executing and constitute fundamental debtor protections, which, in combination with other provisions of the Bankruptcy Code, provides the Debtors with a "breathing spell" that is essential to the Debtors' ability to reorganize. *See, e.g., Mar. Elec. Co., Inc. v. United Jersey Bank*, 959 F.2d 1194, 1204 (3d Cir. 1991).

E. Immediate Relief is Justified

44. Pursuant to Bankruptcy Rule 6003, the Court may grant relief within 21 days after the filing of the petition regarding a motion to "use, sell, lease, or otherwise incur an obligation regarding property of the estate" only if such relief is necessary to avoid immediate and irreparable harm. Fed. R. Bankr. P. 6003(b). Immediate and irreparable harm exists where the absence of relief would impair a debtor's ability to reorganize or threaten the debtor's future as a going concern. *See In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing the elements of "immediate and irreparable harm" in relation to Bankruptcy Rule 4001).

45. Moreover, Bankruptcy Rule 6003 authorizes the Court to grant the relief requested herein to avoid harm to the Debtors' customers and other third parties. Unlike Bankruptcy Rule 4001, Bankruptcy Rule 6003 does not condition relief on imminent or threatened harm to the estate alone. Rather, Bankruptcy Rule 6003 speaks of "immediate and irreparable harm" generally. *Cf.* Fed. R. Bankr. P. 4001(b)(2), (c)(2) (referring to "irreparable harm to the estate"). Indeed, the "irreparable harm" standard is analogous to the traditional standards governing the issuance of preliminary injunctions. *See* 9 *Alan N. Resnick & Henry J. Sommer, Collier on Bankruptcy* ¶ 4001.07[b][3] (16th ed.) (discussing source of "irreparable harm" standard under Rule 4001(c)(2)). Courts will routinely consider third-party interests when granting such relief. *See, e.g., Capital Ventures Int'l v. Argentina*, 443 F.3d 214, 223 n.7 (2d Cir. 2006); *see also Linnemeir v. Bd. of Trs. of Purdue Univ.*, 260 F.3d 757, 761 (7th Cir. 2001).

46. As described herein, the Debtors will suffer immediate and irreparable harm without Court authorization for the relief requested herein. Accordingly, Bankruptcy Rule 6003 has been satisfied and the relief requested herein should be granted.

WAIVER OF BANKRUPTCY RULES

47. To the extent that any aspect of the relief sought herein is subject to Bankruptcy Rule 6003, the Debtors submit that the Court may grant such relief within twenty-one (21) days after the Petition Date because it is necessary to avoid immediate and irreparable harm. *See* Fed. R. Bankr. P. 6003.

48. In addition, to the extent that any aspect of the relief sought herein constitutes a use of property under Bankruptcy Code section 363(b), the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14)-day stay under Bankruptcy Rule 6004(h), to the extent applicable. *See* FED. R. BANKR. P. 6004(a), (h). As described above, the relief that the Debtors seek in this Motion is immediately necessary in order for the Debtors

to be able to continue to operate their business and preserve the value of their estates. The Debtors respectfully request that the Court waive the notice requirements imposed by Bankruptcy Rule 6004(a) and the fourteen (14)-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

RESERVATION OF RIGHTS

49. Nothing contained herein is intended or should be construed as an admission of the validity of any claim against the Debtors, a waiver of the Debtors' rights to dispute any claim, or an approval, assumption, or rejection of any agreement, contract, or lease under Bankruptcy Code section 365. The Debtors expressly reserve their rights to contest any invoice or claim on account of any Insurance Policy under applicable law and to assume or reject any agreements with Insurance Policy providers in accordance with the applicable provisions of the Bankruptcy Code. Likewise, if this Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

NOTICE

50. Notice of this Motion will be given to: (a) the Office of the United States Trustee for the Middle District of Tennessee; (b) the Centers for Medicare and Medicaid Services; (c) the State of Tennessee Department of Health Division of Licensure and Regulation Office of Health Care Facilities; (d) the Mississippi State Department of Health; (e) those parties listed on the consolidated list of creditors holding the thirty (30) largest unsecured claims against the Debtors; (f) counsel to any official committee(s) establish in these cases pursuant to Section 1102 of the Bankruptcy Code; (g) ServisFirst Bank and its counsel; (h) Midcap Financial Trust and its counsel; (i) CHS/Community Health Systems, Inc. and its counsel; (j) all Tennessee local counsel having entered a notice of appearance in these cases; (k) the Internal Revenue Service;

(l) the Tennessee Attorney General's Office; (m) the Mississippi Attorney General's Office; (n) the Tennessee Secretary of State; (o) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (p) the Insurers. The Debtors submit that, under the circumstances, no other or further notice is required.

NO PRIOR REQUEST

51. No previous request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form of the proposed order attached hereto as Exhibit A, granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: August 24, 2018
Nashville, Tennessee

Respectfully submitted,

POLSINELLI PC

/s/ Michael Malone

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-and-

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*Proposed Counsel to the Debtors and
Debtors in Possession*

EXHIBIT A

Proposed Order

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

In re:)	
)	Chapter 11
Curae Health, Inc.,)	Case No. 18-05665
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Clarksdale Regional Physicians, LLC)	Case No. 18-05682
)	
1721 Midpark Road, Suite B200)	Judge Walker
Knoxville, TN 37921)	
Debtors.)	Joint Administration Pending

EXPEDITED ORDER (I) AUTHORIZING CONTINUATION OF AND PAYMENT OF OBLIGATIONS INCURRED IN THE ORDINARY COURSE OF BUSINESS IN CONNECTION WITH VARIOUS INSURANCE POLICIES, (II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECKS AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO, AND (III) PREVENTING INSURANCE COMPANIES FROM GIVING ANY NOTICE OF TERMINATION OR OTHERWISE MODIFYING ANY INSURANCE POLICY WITHOUT OBTAINING RELIEF FROM THE AUTOMATIC STAY

Upon the motion (the “**Motion**”)¹ of the Debtors for an order, pursuant to sections 105(a), 362, and 363(b) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 6003(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), (i) authorizing continuation of and payment of obligations incurred in the ordinary course of business in connection with various Insurance Policies, (ii) authorizing Banks to honor and process checks and electronic transfer requests related thereto, (iii) preventing Insurers from giving any notice of termination or otherwise modifying or cancelling any Insurance Policies without first obtaining relief from the automatic stay; and the Court having reviewed the Motion and the First Day Declaration; and the Court having jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334;

¹ All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized, but not directed, without interruption and in accordance with the same practices and procedures as were in effect before the Petition Date, to maintain and honor all of their prepetition Insurance Obligations under or in connection with the Insurance Policies.
4. The Debtors are authorized to renew or to obtain new insurance policies or to execute other agreements in connection with the Insurance Policies.
5. Each of the Banks are authorized to honor checks presented for payment and all fund transfer requests made by the Debtors, to the extent that sufficient funds are on deposit in the applicable accounts, in accordance with this order and any other order of this Court.

6. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests in connection with any Insurance Obligations that are dishonored or rejected.

7. The Insurers are hereby prevented from giving any notice of termination or otherwise modifying or cancelling any Insurance Policies without first obtaining relief from the automatic stay imposed by Bankruptcy Code section 362.

8. Nothing in the Motion or this Order, or the Debtors' payment of any claims pursuant to this Order, shall be deemed or construed as: (i) an admission as to the validity of any claim or lien against the Debtors or their estates; (ii) a waiver of the Debtors' right to dispute any claim or lien; (iii) an admission of the priority status of any claim, whether under Bankruptcy Code section 503(b)(9) or otherwise; (iv) to the extent that an Insurance Policy is deemed an executory contract within the meaning of Bankruptcy Code section 365, an assumption or adoption of the policy or agreement as an executory contract; or (v) a modification of the Debtors' rights to seek relief under any section of the Bankruptcy Code on account of any amounts owed or paid on account of any Insurance Policies.

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

10. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

11. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

12. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this order shall be effective and enforceable immediately upon entry hereof.

13. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this order.

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

APPROVED FOR ENTRY:

POLSINELLI PC

/s/ Michael Malone _____

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*Proposed Counsel to the Debtors and
Debtors in Possession*

EXHIBIT B

Insurance Policies

Type of Coverage	Insurance Carrier(s)	Address	Policy Term	Premium
Professional Liability	Professional Security Insurance Company	Professional Security Insurance Company 3535 Piedmont Road, NE Building 14, Suite 1000 Atlanta, GA 30305-1518	1/1/2018 to 1/1/2019	\$1,356,309*
General Liability	Professional Security Insurance Company	Professional Security Insurance Company 3535 Piedmont Road, NE Building 14, Suite 1000 Atlanta, GA 30305-1518	1/1/2018 to 1/1/2019	
Employee Benefits Liability	Professional Security Insurance Company	Professional Security Insurance Company 3535 Piedmont Road, NE Building 14, Suite 1000 Atlanta, GA 30305-1518	1/1/2018 to 1/1/2019	
Umbrella for General Liability and Professional Liability	Professional Security Insurance Company	Professional Security Insurance Company 3535 Piedmont Road, NE Building 14, Suite 1000 Atlanta, GA 30305-1518	1/1/2018 to 1/1/2019	\$589,407
Executive Liability (D&O Coverage)	Chubb Group of Insurance Companies	Chubb Group of Insurance Companies 202B Hall's Mill Road Whitehouse Station, NJ 08889	1/1/2018 to 1/1/2019	\$110,679
Cyber Breach Coverage	Chubb Group of Insurance Companies	Chubb Group of Insurance Companies 202B Hall's Mill Road Whitehouse Station, NJ 08889	1/1/2018 to 1/1/2019	\$35,550
Worker's Compensation	MagMutual Insurance Company	MagMutual Insurance Company 3535 Piedmont Road, Suite 1000 Atlanta, GA 30355-0979	1/1/2018 to 1/1/2019	\$775,635
Pollution	Zurich Insurance	Zurich Insurance 1299 Zurich Way Schaumburg, Illinois 60196	1/1/2018 to 1/1/2019	\$45,528
Automobile	Zurich Insurance	Zurich Insurance 1299 Zurich Way Schaumburg, Illinois 60196	1/1/2018 to 1/1/2019	\$16,593
Property	Zurich Insurance	Zurich Insurance 1299 Zurich Way Schaumburg, Illinois 60196	1/1/2018 to 1/1/2019	\$423,963

*Debtors pay one consolidated premium of \$1,356,309 for their Professional Liability, General Liability, and Employee Benefits Liability coverage.