

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

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

**NOTICE OF: (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY,
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY;
AND (II) CURE AMOUNTS RELATED TO THE FOREGOING**

PLEASE TAKE NOTICE THAT, on April 24, 2019, the above-captioned debtors (the “*Debtors*”) filed the *Debtors’ Motion for Entry of an Order (I) Authorizing the Sale of Northwest Mississippi Regional Medical Center Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Approving the Clarksdale APA, (III) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* (Docket No. 962) (the “*Sale Motion*”).²

PLEASE TAKE FURTHER NOTICE that, pursuant to the Sale Motion, the Debtors sought, among other things, authorization and approval of (a) the sale of the Clarksdale Hospital, pursuant to the Clarksdale APA, free and clear of all liens, claims, encumbrances and other interests (the “*Sale*”), and (b) the assumption and assignment of certain executory contracts (the “*Contracts*”) and unexpired leases (the “*Leases*”), in connection with the Sale.

PLEASE TAKE FURTHER NOTICE that the Sale Hearing is set for **Thursday, May 9, 2019 at 9:00 a.m.** in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

PLEASE TAKE FURTHER NOTICE that the Clarksdale APA contemplates, and the proposed order approving the Sale, if entered, shall authorize and approve, the assumption and assignment of certain Contracts and Leases, pursuant to section 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that the Debtors maintain a schedule of Contracts and Leases the Debtors **may** assume and assign in connection with the Sale and you are

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 in this notice and not otherwise defined shall have the meanings ascribed to them in the Sale Motion.

receiving this notice because you are a party to one or more of the Contracts and Leases the Debtor **may** assume and assign in connection with the Sale.

PLEASE TAKE FURTHER NOTICE that receipt of this notice does not guarantee that the Contract or Lease to which you are party will ultimately be assumed and assigned, because the party ultimately purchasing the Clarksdale Hospital pursuant to the Clarksdale APA reserves the right to exclude any assumable executory contract or unexpired lease; however,

1. Please review the cure amounts set forth on **Exhibit 1** to this notice for your Contract or Lease.

2. If you agree with the respective cure amount on **Exhibit 1** and otherwise do not object to the Debtors' assumption and assignment of your Contract or Lease, you are not required to take any further action.

3. Objections, if any, to the proposed assumption and assignment of a Contract or Lease (each, an "**Assumption Objection**"), including objections to cure amounts, must be made in writing and filed with the United States Bankruptcy Court so as to be received no later than **May 3, 2019** (the "**Objection Deadline**") by (a) the Debtors, (b) counsel to CHS, c/o Paul Jennings, Bass, Berry & Sims PLC, 150 Third Avenue South, Suite 2800, Nashville, TN 37201, PJennings@bassberry.com, (c) counsel to ServisFirst Bank, David G. Thompson, Neal & Harwell, PLC, 1201 Demonbreun Street, Suite 1000, Nashville, Tennessee 37203, dthompson@nealharwell.com, and (d) counsel to the Official Committee of Unsecured Creditors, c/o Andrew Sherman, Sills Cummis & Gross, P.C., One Riverfront Plaza, Newark, NJ 07102, asherman@sillscummis.com.

4. If a timely Assumption Objection is filed solely as to the cure amount (a "**Cure Objection**"), then the Contract or Lease shall nevertheless be assumed and assigned to the purchaser of the Clarksdale Hospital upon the closing of the Sale, the purchaser shall pay the undisputed portion of the cure amount on or as soon as reasonably practicable after the closing of the Sale, and the disputed portion of the cure amount shall be paid as soon as practicable after the resolution of the dispute, either through good faith discussion or with the aid of the court.

5. If a timely Assumption Objection is filed that objects to the assumption and assignment on a basis other than the cure amount, the Debtors, the purchaser, and the objecting non-debtor party to the Contract or Lease shall meet and confer in good faith to attempt to resolve any such objection without intervention by the court; however, if the objection cannot be resolved without judicial intervention, then the objection shall be determined by the court at the Sale Hearing or such other date as determined by the court. If the court determines at such hearing that the Contract or Lease subject to the Assumption Objection should not be assumed and assigned, then such Contract or Lease shall not be assumed or assigned to the purchaser.

6. If the Debtors, the purchaser, and the non-debtor counterparty to a Contract or Lease resolves any Assumption Objection, they shall enter into a written stipulation, which stipulation is not required to be filed with or approved by the court, with the Debtors to provide a copy of such stipulation to the Committee.

PLEASE TAKE FURTHER NOTICE that, unless an Assumption Objection is filed on or before the Objection Deadline, you shall be deemed to have consented to the assumption and assignment of your Contract or Lease and the associated cure amount, and you shall be forever barred from objecting to the cure amount and from asserting any additional cure or other amounts against the Debtors, their estates, or the purchaser.

PLEASE TAKE FURTHER NOTICE that, up to the thirty (30) days after the Closing Date, the purchaser may, in its sole discretion, subject to certain limitations specified in the Clarksdale APA, exclude any Contract or Lease by providing notice to the Debtors, the Committee and you. Upon such designation, the Contract or Lease excluded by the purchaser shall not be deemed to be, or to have been, assumed or assigned, and shall remain subject to assumption, rejection, or assignment by the Debtors.

PLEASE TAKE FURTHER NOTICE that the Debtors' decision to assume and assign a Contract or Lease is subject to approval by the court and consummation of the Sale and, absent such approval and consummation, no Contract or Lease will be assumed or assigned to the purchaser and shall in all respects remain subject to further administration by the court in accordance and subject to the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, upon approval by the court and consummation of the Sale, all Contracts and Leases to be assumed and assigned by the Debtors to the purchaser shall be assumed and assigned to the purchaser effective on the Closing Date; provided, however, that any Contract or Lease that is excluded by the purchaser in the thirty-day period after the Closing Date shall not be deemed to be, or to have been, assumed and assigned, and shall remain subject to assumption, rejection, or assignment by the Debtors.

PLEASE TAKE FURTHER NOTICE that, until the effective date of assumption and assignment, assumption and assignment of any Contract or Lease is subject to the purchaser's rights to exclude any Contract or Lease.

PLEASE TAKE FURTHER NOTICE that Debtors shall, on or as soon as practicable after April 25, 2019, provide adequate assurance of future performance, as set forth in section 365(b)(1)(C) of the Bankruptcy Code, with respect to any executory contract or unexpired lease listed in this notice, to any party who submits a written request to Caryn E. Wang at cawang@polsinelli.com or (404) 253-6016.

PLEASE TAKE FURTHER NOTICE that this notice and the terms set forth in this notice are subject in all respects to the terms and conditions of the Sale Motion and the court's orders approving the Sale Motion and Sale.

Exhibit 1

<u>Counterparty</u>	<u>Contract Description</u>	<u>Proposed Cure Amount</u>
3M*	Service Agreement	\$65,178.17
Abbott Laboratories*	Service Agreement	\$0.00
Abbott Point of Care	Laboratory service Agreement	\$1,236.00
Abbot Point of Care	Contract	\$0.00
Accounts Resolution Team*	Service Agreement	\$0.00
Advanced Health Systems, Inc.	Payor agreement	\$0.00
Advanced Sterilization Products Services Inc. Johnson & Johnson advanced sterilization	Service Agreement (Maintenance Sterrad NX #Hydrogen Peroxide Plasm Sterilization)	\$0.00
Air Gas Midsouth, Inc.	Service Agreement (Cylinder Rental)	\$12,901.69
Airgas USA, LLC	Purchase of Cylinder and Bulk Gas	\$0.00
All Source Recruiting Group, Inc. dba Ardor Health Solutions	Staffing Agreement (Therapist)	\$0.00
Alliance Oncology	Sales Imaging, Computer Tomography Guidance	\$0.00
American National Red Cross	Service Agreement (Purchase of Blood Products)	\$87,766.14
Andrea Smith, MD	Professional Services Agreement (Interpretive Services)	\$0.00
Aquapure Water Systems, LLC*	Equipment Lease (Filtered Water System)	\$0.00
Associated Pathologists Laboratory, P.A.	External Peer Review Services (Pathology)	\$1,000.00
Athena*	Service Agreement	\$0.00

Atmos Energy Corporation	Service Agreement (Spot Gas Sales Service)	\$11,179.70
Baptist Health Services Group of the MidSouth, Inc.	Hospital Payor Agreement	\$0.00
Baxter Healthcare Corporation	Service Agreement (Maintenance Spectrum IV Pumps)	\$47,071.38
Bayer Healthcare, LLC	Service Agreement (Maintenance CT Injection System)	\$3,629.10
Bayer U.S., LLC	Service Agreement (Maintenance MR Injection System)	\$0.00
Beckman Coulter	Laboratory Service Agreement	\$4,202.00
Biomerieux, Inc.	Contract	\$8,723.54
Biomerieux, Inc. Healthtrust Purchasing Group	Placed Equipment (Vidas 3 Analyzer for Procalcitonin Test)	\$0.00
Bio-Reference Laboratories, Inc.	Reference Lab (Pathology)	\$18,866.00
Blue Cross and Blue Shield of Mississippi	Hospital Payor Agreement	\$0.00
BlueCross BlueShield*	Benefit Contract	\$0.00
BMC Copiers*	Service Agreement	\$0.00
Cable One, Inc.	Service Agreement (Digital Cable Services & Internet)	\$161.61
Carrier Commercial Service	Service Agreement (Maintenance Cooling Systems)	\$12,817.40
CBC, LLC*		\$0.00
Central Defense Services, LLC	Security Services Agreement	\$0.00
CHCT Mississippi, LLC	Real Property Lease	\$0.00

ChemTreat	Service Agreement (Maintenance Facility Water System)	\$6,159.52
CHG-Meridian	Service Agreement (Accudose/Ref Lock HC Locking Drawer)	\$0.00
CHG-Meridian USA Corp	Service Agreement (Accudose Main Cabinet Wireless Scanners)	\$11,464.84
CHSPC Leasing	Equipment Lease	\$660,415.58
Cintas Corp.	EVS Rental Services for Floor Mats	\$5,240.40
Clarksdale Country Club Apartments	Real Property Lease (Apartment Rental)	\$1,508.70
Clarksdale Municipal School District	Sales Hospital Services (Speech/Occupational/Physical Therapy)	\$0.00
CMS Imaging, Inc.	Service-Maintenance Imaging Konica Panels	\$32,121.76
Coahoma County Board of Supervisors	Real Property Lease (Hospital Building Lease)	\$0.00
Cornerstone DME, LLC	Product Placement of Durable Medical Equipment and Supplies	\$0.00
Crown Health Care Laundry Services, LLC	Service Agreement (Laundry and Linen Services)	\$80,287.10
De Lage Landen	Equipment Lease	\$0.00
Deep South Physics PLLC	Service Agreement (Physics Services)	\$4,730.13
Delta Dental*	Benefit Contract	\$0.00
Dothan Security, Inc. d/b/a Security Services	Service Agreement (Security Management Services (CHS))	\$179,141.21
Elliot Data Systems, Inc.	IFS Capital Lease Agreement Sphynx Enterprise Software	\$0.00
Energy Systems Southeast, LLC	Service Agreement (Maintenance Generators)	\$570.00

Experian Passport*	Service Agreement	\$0.00
EyeMed*	Benefit Contract	\$0.00
First American Commercial Bancorp	Equipment Lease	\$0.00
First Choice Health Plan	Hospital Payor Agreement	\$0.00
Firstline Executives	Employment Placement Services	\$0.00
Fresenius / Bio-Medical Applications of Mississippi, Inc.	Service Agreement	\$56,384.56
GE Healthcare (IL)	Service Agreement (Maintenance Imaging Equipment)	\$51,024.52
GE Healthcare (MA)	Centricity Image Archive Services	\$0.00
GE Healthcare (WI)	Service Agreement (Maintenance Imaging Equipment)	\$40,728.43
GE Healthcare (WI)	Service Agreement (Maintenance Anesthesia Equipment)	\$0.00
GE Healthcare Finance (FL)	Equipment Lease (Exera Scopes)	\$9,140.43
GE Healthcare Finance (FL)	Equipment Lease (Mammo Equipment)	\$0.00
GE Healthcare Finance (FL)	Equipment Lease (CT)	\$0.00
GE Healthcare Finance (FL)	Equipment Lease (Anesthesia Equipment)	\$0.00
GE Healthcare Finance (FL)	Equipment Lease (Hill-Rom Beds)	\$0.00
General Biomedical	Service Agreement (Maintenance Ventilators)	\$4,548.81

Germfree Laboratories, Inc.	Service Agreement (Maintenance Cleanroom Equipment-Germfree Compounding Isolators)	\$0.00
GIS*	Benefit Contract	\$0.00
GNXcor, Inc.	Software (Maintenance Care Enterprise) (Asset Management System for Plant Ops)	\$1,925.02
Greenbough Health and Rehabilitation Center	Sales Hospital Services Inpatient Respite and Acute Care Services	\$0.00
Hargrove, Inc	Vending Services Agreement	\$0.00
Health Receivables Group*	Service Agreement	\$0.00
Healthstream*	Patient Satisfaction Surveys	\$5,465.00
Healthstream*	Benefit Contract	\$0.00
HealthTrust*	Service Agreement	\$0.00
HHS Environmental Services LLC	Services Agreement (Housekeeping Services)	\$0.00
HS2*	Service Agreement	\$0.00
Hunter B. Nelson, MD	Personal Services Agreement (Exclusive Radiology Services)	\$40.00
Hunter Ben Nelson, MD	Professional Services (Interpretive Services)	\$0.00
Huong Pham, MD	Physician Recruitment Agreement	\$0.00
IN10SITY*	Service Agreement	\$0.00
Instrumentation Laboratory	Laboratory Service Agreement	\$0.00

International Finance Services*	Office Equipment Lease (Kronos Badge Reader- Facilities)	\$0.00
Interqual*	Service Agreement (Evergreen)	\$0.00
Johnson Controls	Service Agreement (Maintenance Metasys and Related Devices)	\$26,029.68
Konica Minolta	Maintenance Agreement (Ortho Clinic)	\$1,779.48
Kronos*	Service Agreement	\$2,470.00
Laboratory Corporation of America	Lab	\$47,638.11
Lakeview Properties, LLC	Real Property Lease (Rent-Campbell's Clinic)	\$5,544.05
LBMC*	Benefit Contract	\$0.00
Leasing Associates of Barrington	Equipment Lease (Lab Equipment) (Exl Chem Immuno System)	\$28,614.88
Life Link, LLC	Clinical Education (Certification Classes in ACLS, PALS, EKG and CPR)	\$10,120.00
Magnolia Health Plan, Inc.	Participating Provider Agreement	\$0.00
MalFinance (A Neopost USA Company)	Equipment Lease/Maintenance Agreement (Neopost IN600 Postage Meter)	\$0.00
Martin A. Andrew, MD	Independent Contractors (PSA)	\$0.00
McKesson*	Service Agreement (Evergreen)	\$0.00
MedHost*	Service Agreement	\$678,995.39

Medical Interactive*	Service Agreement	\$0.00
MediTract*	Service Agreement	\$1,225.54
Medivators	Service Agreement (Maintenance Medivator Cleaning Equipment)	\$12,757.61
Medworks	Nuclear Equipment Lease and Staffing	\$18,217.58
MicroSoft*	Service Agreement	\$0.00
Mid South Waste Disposals, Inc.	Service Agreement (Waste Disposal)	\$2,637.19
MidPark Knoxville, LLC*	Real Property Lease (Corporate Office Rent)	\$0.00
Mid-South Medical Imaging, LLC	Service Agreement (Maintenance AGFA CR Reader)	\$6,525.01
MidSouth Nuclear Services	Service Agreement (Nuclear Medicine Physicist Services)	\$2,160.00
MidSouth Pathology	Service Agreement (Pathology Department Physician Staffing)	\$0.00
Milliman*	Benefit Contract	\$522.84
Mississippi Department of Health	Sales: Hospital Services for Breast and Cervical Cancer Program	\$0.00
Mississippi Department of Rehabilitation	Service Agreement (Hospital Rehabilitation Services)	\$0.00
Mississippi Emergency Physicians Services LLC	Management Services (Emergency Medicine)	\$301,165.98
Mississippi Lions Eye Bank	Recovery Access Agreement (Eye)	\$0.00
Mississippi State Department of Health	Hospital Payor Agreement	\$25,080.00
Molina Healthcare of Mississippi, Inc.	Hospital Services Agreement	\$0.00

Morrison Management Specialists, Inc.	Management Services (Food Services)	\$212,080.19
MRS Systems*	Services Agreement	\$16,320.00
MS Valley Gas Co.		\$0.00
Mutual of Omaha*	Benefit Contract	\$0.00
Neopost Southeast	Product Lease Agreement	\$1,065.73
Net Health	Software Purchase & Implementation (Medhost Project)	\$2,806.37
Nighthawk Radiology	Service Agreement	\$0.00
Nihon Kohden America Inc.	Service Agreement (Maintenance Sleep Lab Equipment)	\$26,325.27
Nuance Communications, Inc	Transcript Services (Continue under CHS Escription)	\$0.00
Nuance Communications, Inc.	Interface Change for Imaging RIS (Medhost Project)	\$55,144.55
Olympus America Inc.	Service Agreement (Maintenance GI Endoscopy Equipment)	\$8,369.20
Omega*	Services Agreement	\$0.00
Optum360*	Benefit Contract	\$0.00
Otis Elevator	Service Agreement (Maintenance Elevators)	\$16,494.89
Pascal Metrics*	Benefit Contract	\$0.00

PGN Technologies*	Services Agreement	\$0.00
Pharmacy Onesource, Inc.	Professional Services (Sentr17 Migration/Implementation (Medhost Project))	\$0.00
Pharmacy Onesource/Wiktors Kluwer*	Service Agreement	\$0.00
Philips Healthcare (MA)	Service Agreement (Maintenance-Diagnostic Imaging Equipment)	\$0.00
Philips Healthcare (WA)	Service Agreement (Maintenance Cath Lab)	\$144,277.03
Philips Medical Capital	Equipment Lease (EPIQ Ultrasound Equipment (2))	\$48,103.51
Philips Medical Capital	Equipment Lease (Affinity Ultrasound)	\$0.00
Philips Medical Capital	Equipment Lease (Surgery PT Monitoring Equipment)	\$0.00
Pitney Bowes	Service Agreement	\$0.00
Pitney Bowes*	Office Equipment Lease (Postage Machine)	\$0.00
Polestar*	Benefit Contract	\$0.00
Priority Anesthesia	Service Agreement	\$0.00
Quitman County Tax Collector	Real Property Lease (Rent-Deporres Clinic)	\$1,321.68
Region One Mental Health Center	Professional Services (Mental Health Consulting)	\$13,845.33
Revenue Recovery Corporation*	Services Agreement	\$0.00
Richard Earl Brownstein, MD	Professional Services Agreement (Gastroenterology)	\$0.00

Richard Earl Brownstein, MD	Contracted Provider Reassignment of EHR (Incentive Payments)	\$0.00
Sayle Oil Co.	Outside Services Agreement	\$262.24
SCC Soft Computer Consultants	Service Agreement (Maintenance SoftLab Laboratory System)	\$27,020.00
SCC-Soft Computer	Interface Change for SoftBank and His (Medhost Project) Maintenance)	\$0.00
Sentri7*	Service Agreement	\$0.00
Shawanda Agnew, MD	Recruitment Agreement (Aaron E. Henry Community Health Services Center, Inc.)	\$0.00
Siemens Medical Solutions USA Inc.	Service Agreement (Maintenance MRI Siemens AERA)	\$33,533.01
Simplex Grinnell, LP	Service Agreement (Maintenance Life Safety System) (Fire)	\$0.00
Sirius Computer Solutions/Nutranix*	Service Agreement	\$0.00
Smiths Medical, ASD	Service Agreement (Software Maintenance CADD Ambulatory Pumps and Syringe Pumps)	\$5,644.42
Softscript, Inc.	Transcript Services	\$0.00
Southern Duplicating	Office Equipment Lease (Copiers)	\$23,663.92
Southern Duplicating	Service Agreement (Copier/Printer Lease & Maintenance Services)	\$0.00
Specialists on Call, Inc.	Professional Services Agreement (Specialty Consultative Service)	\$0.00
Spetra Lab	Service Agreement (End Stage Renal Dialysis Lab Services)	\$0.00
Stanley Security Solutions	Service Agreement (Maintenance Access Control System)	\$5,544.50
STAT Imaging*	Services Agreement	\$129,562.00
Stericycle	Service Agreement (Pharmaceutical Waste)	\$42,008.31
Steris Corporation	Service Agreement (Maintenance Sterilization Equipment)	\$11,082.69
Steritech Group, Inc.	Service Agreement (Pest Prevention Services)	\$0.00

Stryker Flex Financial	Office Equipment Lease	\$3,804.95
Stryker Sales Corporation (Stryker Endoscopy)	Service Agreement (Maintenance, Laproscope Equipment (2 Laporscope, 1288 Camera Head and Coupler, Cystoscope)	\$20,379.23
Sun Life*	Benefit Contract	\$0.00
Talentwise	Consumer Reporting Service (Background Screening Reports for Physician Credentialing)	\$0.00
Thomas and Company*	Benefit Contract	\$0.00
TIS*	Benefit Contract	\$0.00
Trinisys*	Service Agreement	\$0.00
TriWest Healthcare Alliance Corporation	Hospital Payor Agreement	\$0.00
Tunica County Board of Supervisors	Sales: Hospital Services for Inmates of Tunica County Jail	\$0.00
Tutwiler Clinic	Sales: Hospital Services for Patients of Tutwiler Clinic	\$0.00
UnitedHealthcare Insurance Company	Hospital Payor Agreement	\$0.00
USF Group	Service Agreement (Procure Discount on Telecom, Data, and Internet Services)	\$0.00
Var Technology Finance*	Office Equipment Lease (Nutanix Server-Corporate)	\$0.00
Vernon T. Hughes, DO	Professional Services (NP Preceptor)	\$0.00
Virtual Radiologic Corporation	Service Agreement (Teleradiologic)	\$0.00
Wellcare of Illinois / Harmony Health Plan, Inc.	Participating Provider Agreement	\$0.00
Willow Anesthesia Services, LLC	Locums Staffing (Anesthesia)	\$0.00
Yashwant Chowdhary, MD	Professional Services (Nephrology)	\$0.00
Your Care Universe*	Service Agreement	\$0.00

*Indicates executory contract, unexpired lease of personal property, or unexpired lease of nonresidential real property to which Debtor Curae Health, Inc. is a contract counterparty.