

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 10/17/2018



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

IN RE:)	
)	
CURAE HEALTH, INC. et al.¹,)	Chapter 11
)	Case No. 3:18-bk-05665
Debtors.)	Judge Walker
_____)	
)	
CHG-MERIDIAN USA CORP.,)	
)	
Movant,)	
)	
vs.)	Date Set: October 16, 2018
)	
CURAE HEALTH, INC. and)	
CLARKSDALE REGIONAL)	
MEDICAL CENTER, INC.,)	
)	
Respondents.)	

**AGREED ORDER RESOLVING MOTION FOR RELIEF BY
CHG-MERIDIAN USA CORP.**

CHG-MERIDIAN USA Corp. (the “Movant”) and Curae Health, Inc. (the “Debtor”) submit the following agreement resolving the *Motion for Relief from Stay and/or for Adequate Protection* filed by Movant [Docket No. 148] regarding certain personal property leased by Debtor Clarksdale Regional

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)

1 This Debtor has filed its own Petition under Chapter 11 of the Bankruptcy Code at *In re: Clarksdale Regional Medical Center, Inc.*, U.S. Bankr. Case No. 3:18-bk-05678, but this Motion is filed in the present action pursuant to that *Expedited Final Order (I) Directing Joint Administration of Related Chapter 11 Cases, (II) Approving Case Management Procedures, and (III) Granting Related Relief* [Docket No. 50].

Medical Center, Inc.² (the “Clarksdale Debtor”). In support, the parties would show the Court as follows:

I. FACTUAL BACKGROUND

1. Movant is the lessor of certain medical equipment (the “Equipment”) to the Clarksdale Debtor, which Equipment is more specifically described in those Lease Schedule Nos. xxx2913 and xxx3033 to the *Master Equipment Lease* dated January 14, 2011, as amended and modified from time to time (the “Lease”).

2. The monthly payments due under the Lease are: (a) \$1,715.15 for Lease Schedule No. xxx2913; and (b) \$1,348.74 for Lease Schedule No. xxx3033 (the "Lease Payments").

3. Neither the Debtor nor the Clarksdale Debtor dispute Movant's ownership interest in the Equipment or the enforceability of the Lease.

4. At this time, the Debtor continues to use the Equipment in its every-day business operations and wishes to retain the Equipment, subject to further orders of this Court regarding assumption and assignment or rejection of the Lease.

5. The parties enter into this Agreed Order to resolve Motion for Relief, and the statements herein are made only in support of this Agreed Order.

II. AGREED ORDER

6. Post-Petition Payments to Movant: The Equipment is being used by the Debtor in its business activities. In order to protect Movant from risk of loss and depreciation in the value of the Equipment and also to compensate Movant for post-petition use of the Equipment prior to Debtor's election to assume and assign or reject the Lease, Debtor shall pay all of the Lease Payments for the post-petition time periods as provided herein. Debtor shall pay the full monthly Lease Payments due for each month that the Debtor or the Clarksdale Debtor retains the Equipment, with such payment for

2 This Debtor has filed its own Petition under Chapter 11 of the Bankruptcy Code at *In re: Clarksdale Regional Medical Center, Inc.*, U.S. Bankr. Case No. 3:18-bk-05678, but this Motion is filed in the present action pursuant to that *Expedited Final Order (I) Directing Join Administration of Related Chapter11 Cases, (II) Approving Case Management Procedures, and (III) Granting Related Relief* [Docket No. 50].

October 2018 due within two business days of this Order becoming final (if not already paid). Such payments shall be paid and are due to Movant on or before the 10th of each month during the rental period covered by the payment.

7. Insurance: Debtor shall maintain and provide proof of insurance on the Equipment in acceptable coverage to Movant.

8. Default/Stay Relief as a Remedy: If there is a default in the payments provided for in this Agreed Order, the parties agree that the Movant will be free at that time to file a Notice of Default with the Court indicating that, if full compliance and remedy of the default is not made within ten (10) days of the filing of that Notice of Default, Movant shall be granted relief from the automatic stay of 11 U.S.C. § 362 regarding the Equipment without further Order of this Court.

9. Nothing in this Agreed Order prohibits or otherwise limits the Movant from filing a later motion for stay relief or taking any other action as against the Equipment or the Debtor as Movant may deem necessary as this case progresses.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE
TOP OF THE FIRST PAGE

PREPARED FOR ENTRY:

/s/ David M. Anthony

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*Counsel to the Debtors and
Debtors in Possession*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the foregoing has been served via electronic notice/ECF on all parties registered to receive electronic notice in this case, as well via United States Mail, first class, postage prepaid to the following persons:

Michael A. Malone
Polsinelli PC
401 Commerce Street
Suite 900
Nashville, TN 37219

U.S. Trustee
701 Broadway
Suite 318
Nashville, Tennessee 37203-3966

this 16th day of October, 2018.

/s/ David M. Anthony

David M. Anthony

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.