

**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 ORDER (I) AUTHORIZING THE DEBTORS TRANSFER THE  
REVENUE CYCLE SERVICES FOR DEBTORS' FACILITIES TO MEDHOST OF  
TENNESSEE, INC. AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of the debtors and debtors in possession (the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) for entry of an order, pursuant to sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004, (I) authorizing the Debtors to transfer the Revenue Cycle Services for Debtors’ Facilities to MedHost of Tennessee, Inc. (“MT”), and (II) granting related relief, all as more fully set forth in the Motion; and upon the record of the hearing on the Motion, if any; 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 Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been given pursuant to Local Rule 9075-1; and it appearing that no other or further notice of the Motion is required; and

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<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).

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

this Court having found that the relief requested by the Motion 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. The Motion is GRANTED as set forth below.
2. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors are authorized, but not directed, to enter into the Statements of Work annexed to the Motion as Exhibit B and transfer the Revenue Cycle Services to MedHost.
3. Pursuant to the *Final Order (I) Authorizing The Debtors 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* entered in these cases on October \_\_, 2018 (Dkt. \_\_) (the "Final DIP Order"), the Statements of Work, and all other contracts between one or more of the Debtors and MT and/or any of its affiliates, successors, or assigns, including, MedHost Direct, Inc. ("MD"), or any of its affiliates, successors or assigns (and together with MT, "MedHost"), including, without limitation, those Hosted and Managed Services Agreements and the Software License and Application Service Agreements to which they are parties, as amended, restated, or otherwise modified, as well as any and all replacements, renewals, and extensions of such agreements (collectively, the "MedHost Agreements" ), shall be and hereby are part of the DIP Collateral and subject to the DIP Liens securing the DIP Obligations and all of the terms and conditions of the Final DIP Order and DIP Financing Documents. Without limiting the foregoing, Debtors hereby assign and transfer to DIP Agent, and hereby grant to DIP Agent, for the benefit of DIP Lenders, a security interest in, all of such Debtors' rights, title, and interest in,

and benefits under, the MedHost Agreements, and after an Event of Default (as set forth in the Interim Order), the DIP Agent shall, at its option and in its sole discretion, be entitled to enforce, either in its own name or in the name of Debtors, all rights of Debtors under any MedHost Agreement in accordance with the terms thereof, and may do any and all other things necessary, convenient or proper to fully and completely effectuate the collateral assignment of the rights of Debtors under such MedHost Agreements pursuant hereto, and if DIP Agent elects to enforce such rights under any of the MedHost Agreements, the applicable MedHost entity shall continue to perform thereunder pursuant to the terms of the applicable MedHost Agreement until such time as the MedHost Agreement is terminated; provided, to the extent DIP Agent elects to enforce such rights under any applicable MedHost Agreement, the applicable MedHost entity shall be entitled to compensation for performing under the MedHost Agreement in accordance with its terms; and provided, further, that the DIP Agent may terminate the applicable MedHost Agreement upon fifteen (15) days prior written notice to the applicable MedHost entity without further obligations thereunder.

4. Notwithstanding the relief granted herein and any actions taken hereunder, nothing in the Motion or this order shall: (a) constitute an admission as to the validity or priority of any claim against the Debtors, (b) constitute a waiver of the Debtors' rights to dispute any claim, or (c) constitute an assumption or rejection of any executory contract or lease of the Debtors.

5. Within two (2) business days after entry of this Order, the Debtors shall serve this Order on the Notice Parties provided in paragraph 19 of the Motion.

6. The Debtors are authorized, but not directed, to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

7. This 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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