

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW HAMPSHIRE**

		)	
In re:		)	Chapter 11
		)	
HGRL,		)	Case No. 20-10892
		)	
Debtor. <sup>1</sup>		)	<b>Related to ECF Nos. 987 and 1007</b>
		)	

## **ORDER APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS OF THE DEBTOR**

On consideration of the motion (the “Motion”)<sup>2</sup> of above captioned debtor and debtor-in-possession (the “Debtor”) for approval of the assumption and assignment of the executory contracts set forth in **Exhibit 1** to this Order (the “Targeted Contracts”); and the Court having jurisdiction of this matter; and venue of this case and this matter being proper; and due notice of the Motion having been provided; it appearing that the relief requested in the Motion is in the best interests of the Debtor and its estate, creditors, and other parties in interest; and good cause appearing therefor;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The relief requested in the Motion is **GRANTED**.
2. The Targeted Contracts identified in Exhibit 1 to this Order shall be deemed to have been assumed by the Debtor and assigned to Concord Hospital – Laconia as the assignee of such Targeted Contract under Section 365 of the Bankruptcy Code.

<sup>1</sup> The last four digits of the Debtor's federal taxpayer identification number are 2150. The address of the Debtor's headquarters is 80 Highland Street, Laconia, NH 03246.

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

3. The Debtor and its estate shall be relieved from any liability with respect to all Targeted Contracts after assumption by the Debtor and assignment to Concord Hospital – Laconia.

4. As soon as reasonably practical after entry of this Order, Concord Hospital – Laconia as the assignee of the Targeted Contracts shall pay to the non-debtor party to each Targeted Contract the cure amount that is stated in Exhibit 1 to this Order.

5. Any provision in any Targeted Contract that purports to declare a breach, default or payment right as result of an assignment or a change of control in respect of the Debtor as relates to the assumption of any Targeted Contract by the Debtor and assignment of such Targeted Contract to a Buyer is unenforceable, and all such Targeted Contracts shall remain in full force and effect, notwithstanding any such provision. No sections or provisions of any Targeted Contract that purports to provide for additional payments, rent accelerations, assignment fees, increases, payments, deposits, security, charges, or any other fees charged to any Buyer or the Debtor as a result of the assumption and the assignment of the Targeted Contracts (or assignment, as applicable) to the applicable Buyer shall have any force and effect with respect to the assignment.

6. Any party whose consent to the assumption or assignment of a Targeted Contract is or may be required pursuant to Section 365(c)(1)(B) or Section 365(e)(2)(A)(ii) of the Bankruptcy Code or any other applicable law is deemed to have consented to such assumption and assignment if such party failed to object timely to the assumption or assignment of such Targeted Contract, and the applicable Buyer shall enjoy all of the Debtor's rights and benefits under each such Targeted Contract as of the applicable date of assumption without the necessity of obtaining such non-debtor counterparty's written consent to the assumption or assignment thereof. Concord Hospital – Laconia shall be deemed to have demonstrated adequate assurance of future

performance with respect to each Targeted Contract pursuant to Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

7. Notwithstanding any provision of Bankruptcy Rules, for cause shown, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the stays provided in the Bankruptcy Rules are hereby expressly waived and shall not apply.

8. The Court retains jurisdiction of this Order's construction, implementation, and subject matter.

Dated: \_\_\_\_\_, \_\_\_\_ 2021  
Concord, New Hampshire

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United States Bankruptcy Judge