

**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

**MOTION OF TRUSTEE FOR ENTRY OF ORDER ESTABLISHING
DEADLINE FOR FILING PROOFS OF CLAIM FOR DAMAGES ARISING
FROM REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES AND APPROVING FORM AND MANNER OF NOTICE THEREOF**

Steven D Sass LLC, in its capacity as Liquidating Trustee and Debtor Representative (the “Trustee”)² for the estates of the above-captioned debtors and debtors in possession (the “Debtors”), hereby moves (the “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), establishing a deadline for filing proofs of claim for damages arising from the rejection of executory contracts pursuant to Section 2.5 of the *Asset Purchase Agreement by and Among Clarksdale Regional Medical Center, Inc., Clarksdale Regional Physicians, LLC, Curae Health, Inc., and CHS/Community Health Systems, Inc.* [Docket No. 1065, Ex. 1] (the “Clarksdale APA”) and paragraph 26 of the *Findings of Fact, Conclusions of Law, and Order Confirming the Joint Chapter 11 Plan of Liquidation of Curae Health, Inc., et al.* [Docket No. 1074] (the “Confirmation Order”) and approving the form and manner of notice thereof, pursuant to sections 105(a), 501, and 502 of title 11 of the United

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 but not defined herein shall have the meanings ascribed to them in the Plan (defined below).

States Code (the “Bankruptcy Code”) and Rules 2002, 3003(c)(3), and 5005(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). In support of the Motion, the Trustee, by and through its undersigned counsel, respectfully represents:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory bases for the relief requested herein are sections 105(a), 501, and 502 of the Bankruptcy Code and Bankruptcy Rules 2002, 3003(c)(3) and 5005(a).

BACKGROUND

I. General Background

4. On August 24, 2018 (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”).

5. In addition to entering orders approving the sales of Gilmore Medical Center [Docket No. 506] and Panola Medical Center [Docket No. 694], on May 10, 2019, the Court entered the *Order (I) Authorizing and Approving the Sale of Northwest Mississippi Regional Medical Center Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Establishing Certain Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (III) Scheduling a Hearing and Objections Deadlines With Respect to the Sale of Northwest Mississippi Regional Medical Center, and (IV) Granting Related Relief* [Docket No. 1065] (the “Clarksdale Sale Order”), which approved the sale of Northwest Mississippi Regional Medical Center (the “Clarksdale Hospital”) to CHS/Community Health Systems, Inc. (“CHS”) pursuant to the Clarksdale APA (the “Clarksdale Sale”).

6. With respect to the rejection of executory contracts and unexpired leases that had previously been designated for possible assumption and assignment in connection with the Clarksdale Sale, Section 2.5 of the Clarksdale APA provides, in relevant part:

In the event that the aggregate Cure Amounts (excluding any Cure Amount owed on the Hospital Lease) are determined to exceed the Cure Cap, Purchaser, in its sole discretion, shall have the right, up to and including thirty (30) days after the Closing Date, to exclude from the Assigned Contracts, Assigned Personal Property Leases, Assigned Real Property Leases, and Assigned Intellectual Property Licenses any contract or contracts (other than the Hospital Lease) Purchaser determines should be excluded. Notwithstanding anything to the contrary, (i) the Sellers shall not be required to assume and assign to the Purchaser any contract or lease to the extent such assumption and assignment causes the Cure Cap to be exceeded; (ii) the Sellers shall not be required to pay any Cure Amount under any circumstances, whether or not the Cure Cap is exceeded; and (iii) the Purchaser shall be responsible for payment and shall pay when due any and all amounts and obligations under any contract or lease that the Purchaser elects after the Closing Date not to have assumed and assigned to the Purchaser arising from the Closing Date to the date of the rejection of such contract or lease.

7. The Clarksdale Sale closed on June 1, 2019 [Docket No. 1107].

8. On May 13, 2019, the Court entered the Confirmation Order approving the *Joint Chapter 11 Plan of Liquidation of Curae Health, Inc. et al.* [Docket No. 834] (the “Plan”).

9. Section VI(A) of the Plan provides, in relevant part:

On the Effective Date and subject to this section VI(A) and section VI(C), all Executory Contracts and Unexpired Leases of the Debtors will be deemed rejected, as of the Effective Date, other than Executory Contracts and Unexpired Leases that were previously assumed, assumed and assigned, or rejected by Final Order of the Bankruptcy Court (which contracts will be treated in accordance with such Final Order). The Confirmation Order will constitute an Order approving the foregoing rejection.

10. Paragraph 26 of the Confirmation Order provides, in relevant part:

Notwithstanding anything to the contrary set forth herein or in the Joint Plan, in the event CHS determines to reject any executory

contract up to and including 30 days after the Closing Date (as defined in the Clarksdale Sale Order) as provided in Section 2.5 of the Clarksdale APA, such contract shall be deemed rejected as of the date CHS provides notice of the contract counterparty of such rejection and CHS shall be responsible for payment of any and all amounts and obligations accruing under such contract between the Effective Date of the IMSA through the date of rejection.

11. The Effective Date of the Plan was June 11, 2019.

12. As of the Effective Date, the Liquidating Trust was established and Steven D. Sass LLC was appointed as the Liquidating Trustee and Debtor Representative [Docket No. 1154].

II. Establishment of Bar Dates

13. On December 11, 2018, the Court entered the *Order Fixing Bar Dates for Filing Proofs of Claim, Approving 503(b)(9) Proof of Claim Form, and Approving the Form and Manner of Notice of the 503(b)(9) Claims Bar Date* [Docket No. 544] (the “Bar Date Order”), establishing, among other things, (i) January 21, 2019 as the bar date for filing proofs of claim for Claims (other than Claims of Governmental Units) arising prior to the Petition Date, and (ii) February 20, 2019 as the Bar Date for filing proofs of claim for Claims of Governmental Units arising prior to the Petition Date.

14. The Plan established several additional bar dates, including a bar date of “sixty (60) days after the Effective Date, or such other date that is established by Order of the Bankruptcy Court, [for filing] requests for payment of Administrative Expense Claims other than Professional Compensation and Reimbursement Claims and Section 503(b)(9) Claims[.]”

15. With respect to proofs of claim for claims for damages arising from the rejection of executory contracts and unexpired leases under Section VI(A) of the Plan, Section VI(B) provides as follows:

If the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and the Confirmation Order or a previous or subsequent Order of the Bankruptcy Court gives rise to a Claim by the other party or parties to such contract or lease, such Claim shall be forever Disallowed, barred, and discharged in its entirety, and shall not be enforceable against the Debtors, the Liquidating Trust, or the Estates unless a proof of Claim is filed and served on the Debtors or the Liquidating Trust, as the case may be, and their counsel within thirty (30) days after the Confirmation Date. Notwithstanding the foregoing, to the extent that any such Claim is or was subject to a previously-established Bar Date in the Chapter 11 Cases, such previously established Bar Date shall be deemed operative and will not be deemed extended by virtue of this section VI(B). All such Claims for which proofs of Claim are required to be filed for contracts and leases to which any Debtor is a party, if Allowed, will be classified and treated as a General Unsecured Claim against the applicable Debtor, subject to the provisions of this Plan.

16. Neither the Bar Date Order, the Plan, the Confirmation Order, nor any other order in these cases established a bar date for filing proofs of claim for damages arising from the rejection of executory contracts and unexpired leases pursuant to Section 2.5 of the Clarksdale APA and paragraph 26 of the Confirmation Order.

III. Rejection of Clarksdale Hospital Contracts Pursuant to Clarksdale APA and Confirmation Order

17. Consistent with Section 2.5 of the Clarksdale APA and paragraph 26 of the Confirmation Order, CHS determined to reject certain executory contracts and unexpired leases that had previously been designated for possible assumption and assignment [Docket No. 970] in connection with the Clarksdale Sale (collectively, the “CHS Rejection Contracts”).

18. The CHS Rejection Contracts include, but are not limited to, the following contracts and leases (collectively, the “CHS Notice Contracts”) identified in the June 28, 2019

Notice by CHS/Community Health Systems, Inc. and Clarksdale HMA, LLC of Rejection of Executory Contracts and Unexpired Leases [Docket No. 1171] (the “Rejection Notice”):³

Counterparty	Contract Description
Dothan Security, Inc. d/b/a Security Services	Service Agreement (Security Management Services (CHS))
Lakeview Properties, LLC	Real Property Lease (Rent-Campbell’s Clinic)
Milliman	Benefit Contract
MediTract	Service Agreement

RELIEF REQUESTED

I. Establishment of CHS Rejection Bar Date

19. Consistent with sections 105(a), 501, and 502 of the Bankruptcy Code, and Bankruptcy Rules 2002, 3003(c)(3), and 5005(a), the Trustee seeks entry of an order substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”) providing for: (i) establishment of a bar date (the “CHS Rejection Bar Date”) of **4:00 p.m. (prevailing Central Time) on the date that is thirty (30) days after the entry of the order granting this Motion** by which contract counterparties to the CHS Rejection Contracts (collectively, the “Counterparties”), including counterparties to the CHS Notice Contracts, must file proofs of claim (each a “Proof of Claim”) for damages arising from the rejection of the CHS Rejection Contracts consistent with section 502(g) of the Bankruptcy Code (each a “CHS Rejection

³ CHS also rejected certain agreement pursuant to the *Agreed Order Resolving MedHost’s Limited Objection to Clarksdale Sale Motion* [Docket No. 1106], as set forth in the *Joint Motion of the MedHost Entities and the Liquidating Trustee to Establish a Deadline for Filing Contract-Rejection Damages Claims* [Docket No. 1179] (the “MedHost Motion”). Those agreements, referred to in the MedHost Motion as the “MedHost Agreements,” are not CHS Rejection Contracts for the purposes of this Motion or the bar date this Motion seeks to establish. Claims for damages arising from the rejection of the MedHost Agreements are instead addressed by the *Agreed Order Establishing a Deadline for the Filing of Contract-Rejection Damage Claims Asserted by the MedHost Entities* [Docket No. 1187], which established a bar date of thirty (30) days after its entry for filing proofs of claim for damages arising from the rejection of certain MedHost Agreements.

Claim”), and (ii) approval of the form and manner of the notice of the CHS Rejection Claim Bar Date (the “CHS Rejection Bar Date Notice”).

20. Bankruptcy Rule 3003(c)(3) provides that the Court shall fix the time within which proofs of claim must be filed in a chapter 11 case pursuant to Section 501 of the Bankruptcy Code. Bankruptcy Rule 3003(c)(2) further provides that any creditor who asserts a claim against the debtor, and whose claim is not scheduled in the debtor’s schedules of assets and liabilities, or whose claim is listed on such schedules as disputed, contingent, or unliquidated, must file a proof of claim, failing which such creditor shall not be treated as a creditor with respect to such claim for the purposes of distribution.

21. The proposed CHS Rejection Bar Date is more than adequate, as Bankruptcy Rule 2002(a)(7) requires that twenty-one (21) days’ notice of the deadlines for filing proofs of claim against the debtor be provided to creditors. Here, the CHS Rejection Bar Date is more than twenty-one (21) days from service as contemplated below and thus will comply with the Bankruptcy Rules. The Trustee seeks to establish the CHS Rejection Bar Date to ensure that the Counterparties have adequate opportunity and time to file a CHS Rejection Claim should they choose to do so. For these reasons, the Trustee submits that the CHS Rejection Bar Date affords the Counterparties ample time to prepare and file their Proofs of Claim, is reasonable, is necessary for the efficient administration of these cases, and should be approved.

II. CHS Rejection Claim Filing Procedures

22. The Proposed Order provides, among other things, that for a CHS Rejection Claim to be properly and validly filed, an original of the applicable Proof of Claim, on Official Bankruptcy Form 410, signed by the Counterparty or an authorized agent of the Counterparty, and accompanied by any supporting documentation required by Bankruptcy Rules 3001(c) and (d), must be actually received on or before the CHS Rejection Bar Date by the Office of the Clerk of the United States Bankruptcy Court for the Middle District of Tennessee (Nashville Division) (the “Clerk’s Office”).

23. A Counterparty or an authorized agent of the Counterparty asserting a CHS Rejection Claim must file a Proof of Claim either: (a) electronically through the Court’s ePOC website at <https://ecf.tnmb.uscourts.gov/cgi-bin/autoFilingClaims.pl>; (b) electronically through the Court’s CM/ECF website at: <http://ecf.tnmb.uscourts.gov>; or (c) by mailing or delivering such Proof of Claim by overnight courier or messenger to Bankruptcy Clerk’s Office, 2nd Floor Customs House, 701 Broadway, Nashville, TB 37203.

24. All electronically filed Proofs of Claim must be filed under the case number of the applicable Debtor. Any Counterparty asserting a CHS Rejection Claim against more than one Debtor is required to file a separate Proof of Claim with respect to each such Debtor. Neither the Trustee nor the Clerk’s Office shall be required to accept Proofs of Claim sent by facsimile, telecopy, or electronic mail transmission. All Proofs of Claim must be in the English language and denominated in lawful United States currency.

25. Pursuant to Bankruptcy Rule 3003(c)(2), the Trustee proposes that, unless otherwise ordered by the Court, any Counterparty asserting a CHS Rejection Claim against the Debtors’ estates who fails to file a Proof of Claim in accordance with the Proposed Order on or

before the CHS Rejection Bar Date shall be forever barred, estopped, and enjoined from asserting such claim against any of the Debtors (or subsequently filing a Proof of Claim with respect thereto) and shall not be treated as a creditor with respect to such claim for the purposes of distribution under the terms of the Plan.

III. CHS Rejection Bar Date Notice Procedures

26. The proposed form of CHS Rejection Bar Date Notice, attached as **Exhibit 1** to the Proposed Order, is reasonable and appropriate in the context of these cases. The proposed CHS Rejection Bar Date Notice is easy to comprehend, provides clear notice of the CHS Rejection Bar Date, and contains information regarding who must file a Proof of Claim, the procedure for filing a Proof of Claim, and the consequences of failure to timely file a Proof of Claim. The form is similar to those used effectively in other large and complex cases and is likewise appropriate in these cases.

27. In light of the foregoing, the Trustee believes that good cause exists to grant the relief requested in this Motion, and that fixing the CHS Rejection Bar Date will assist in the efficient administration of the Debtors' estates. Accordingly, the relief requested in this Motion is in the best interest of the Debtors and their estates and should be approved.

28. Notwithstanding anything to the contrary set forth in this Motion or the Proposed Order, to the extent that any claim is or was subject to a previously-established bar date in these cases, such previously-established bar date shall be deemed to remain in effect and will not be deemed extended or modified by virtue of this Motion or the Proposed Order. Any claim subject to any previously-established bar date not filed by the applicable bar date is and shall continue to be, in accordance with such bar date, forever barred, released, satisfied, discharged, disallowed, and expunged without the need for further application to or order of the Court.

RESERVATION OF RIGHTS

29. Nothing in this Motion or the Proposed Order shall impair, prejudice, waive, or otherwise affect the rights of the Trustee to object to, dispute, or assert offsets or other defenses to any CHS Rejection Claim or to object to any other claim on any basis, including as to amount, liability, or characterization.

NOTICE AND PRIOR APPLICATIONS

30. Notice of this Motion is being served via First Class U.S. Mail and/or CM/ECF to the following parties listed on **Exhibit B**: (a) the U.S. Trustee; (b) the Counterparties identified on the Rejection Notice; (c) all counterparties identified on the *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* [Docket No. 970] who are not also identified on the *Notice of Filing Amended Final Listing of Assumed Executory Contracts and Unexpired Leases* [Docket No. 1191]; (d) counsel to CHS; and (e) counsel to the Debtors.

31. No previous application for the relief requested herein has been made to this or any other Court.

WHEREFORE, the Trustee respectfully requests entry of an order substantially in the form of the Proposed Order attached hereto as **Exhibit A**: (i) establishing the CHS Rejection Bar Date; (ii) approving the form and manner of the CHS Rejection Bar Date Notice; and (iii) granting such other and further relief as the Court deems just and proper.

Dated: July 26, 2019
Nashville, Tennessee

Respectfully submitted,

MANIER & HEROD, P.C.

/s/ Michael E. Collins

Michael E. Collins (Bar No. 16036)
Robert W. Miller (Bar No. 31918)
1201 Demonbreun Street, Suite 900
Nashville, TN 37203
Telephone: (615)-244-0030
Facsimile: (615) 242-4203
mcollins@manierherod.com
rmiller@manierherod.com

and

SILLS CUMMIS & GROSS P.C.

Andrew H. Sherman (admitted *pro hac vice*)
Boris I. Mankovetskiy (admitted *pro hac vice*)
One Riverfront Plaza
Newark, NJ 07102
Telephone: (973) 643-7000
Facsimile: (973) 643-6500
asherman@sillscummis.com
bmankovetskiy@sillscummis.com

Co-Counsel to the Trustee

CERTIFICATE OF SERVICE

I hereby certify that on July 26, 2019, a copy of the foregoing was sent via ECF to all parties registered to receive electronic notice in the case and via U.S. mail, postage prepaid, to the parties listed on the mailing matrix attached as **Exhibit B**.

/s/ Michael E. Collins
Michael E. Collins

Exhibit A

Proposed CHS Rejection Bar Date Order

**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> ⁴	)	Case No. 18-05665
)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921)	
Debtors.	)	Jointly Administered

**ORDER ESTABLISHING DEADLINE FOR FILING PROOFS
OF CLAIM FOR DAMAGES ARISING FROM REJECTION OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES
AND APPROVING FORM AND MANNER OF NOTICE THEREOF**

Upon the motion (the “Motion”)⁵ of Steven D Sass LLC, in its capacity as Liquidating Trustee and Debtor Representative (the “Trustee”) for the estates of the above-captioned debtors and debtors in possession (the “Debtors”), seeking entry of an order establishing a deadline for filing proofs of claim for damages arising from the rejection of executory contracts pursuant to Section 2.5 of the *Asset Purchase Agreement by and Among Clarksdale Regional Medical*

⁴ 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).

⁵ All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

Center, Inc., Clarksdale Regional Physicians, LLC, Curae Health, Inc., and CHS/Community Health Systems, Inc. [Docket No. 1065, Ex. 1] (the “Clarksdale APA”) and paragraph 26 of the *Findings of Fact, Conclusions of Law, and Order Confirming the Joint Chapter 11 Plan of Liquidation of Curae Health, Inc., et al.* [Docket No. 1074] (the “Confirmation Order”) and approving the form and manner of notice thereof; and due and sufficient notice of the Motion having been given; and it appearing that the relief requested by the Motion is in the best interest of the Debtors’ estates, the Debtors’ creditors, and other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein; and the Court having reviewed the Motion and any responses thereto and considered the arguments made at the hearing on the Motion, if applicable; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED**.

Establishment of CHS Rejection Bar Date

2. The deadline by which each counterparty (collectively, the “Counterparties”) to an executory contract or unexpired lease that was designated for possible assumption and assignment in connection with the sale of Northwest Mississippi Regional Medical Center (the “Clarksdale Sale”) and subsequently rejected by CHS/Community Health Systems, Inc. (“CHS”) pursuant to Section 2.5 of the *Asset Purchase Agreement by and Among Clarksdale Regional Medical Center, Inc., Clarksdale Regional Physicians, LLC, Curae Health, Inc., and CHS/Community Health Systems, Inc.* [Docket No. 1065, Ex. 1] (the “Clarksdale APA”) and paragraph 26 of the *Findings of Fact, Conclusions of Law, and Order Confirming the Joint Chapter 11 Plan of Liquidation of Curae Health, Inc., et al.* [Docket No. 1074] (the

“Confirmation Order”) (collectively, the “CHS Rejection Contracts”) who asserts a claim for damages arising from the rejection of such CHS Rejection Contract consistent with section 502(g) of the Bankruptcy Code (a “CHS Rejection Claim”), including, but not limited to, any Counterparty identified in the June 28, 2019 *Notice by CHS/Community Health Systems, Inc. and Clarksdale HMA, LLC of Rejection of Executory Contracts and Unexpired Leases* [Docket No. 1171], must file a proof of claim (a “Proof of Claim”) is **4:00 p.m. (prevailing Central Time) on the date that is thirty (30) days after the entry of this Order** (the “CHS Rejection Bar Date”).

CHS Rejection Claim Filing Procedures

3. For a CHS Rejection Claim to be properly and validly filed, an original of the applicable Proof of Claim, on Official Bankruptcy Form 410, signed by the Counterparty or an authorized agent of the Counterparty, and accompanied by any supporting documentation required by Bankruptcy Rules 3001(c) and (d), must be actually received on or before the CHS Rejection Bar Date by the Office of the Clerk of the United States Bankruptcy Court for the Middle District of Tennessee (Nashville Division) (the “Clerk’s Office”).

4. Each Counterparty or authorized agent asserting a CHS Rejection Claim is required to file a Proof of Claim either: (a) electronically through the Court’s ePOC website at <https://ecf.tnmb.uscourts.gov/cgi-bin/autoFilingClaims.pl>; (b) electronically through the Court’s CM/ECF website at: <http://ecf.tnmb.uscourts.gov>; or (c) by mailing or delivering such Proof of Claim by overnight courier or messenger to Bankruptcy Clerk’s Office, 2nd Floor Customs House, 701 Broadway, Nashville, TB 37203.

5. All electronically filed Proofs of Claim must be filed under the case number of the applicable Debtor. Any Counterparty asserting a CHS Rejection Claim against more than one

Debtor is required to file a separate Proof of Claim with respect to each such Debtor. Neither the Trustee nor the Clerk's Office shall be required to accept Proofs of Claim sent by facsimile, telecopy, or electronic mail transmission. All Proofs of Claim must be in the English language and denominated in lawful United States currency.

6. Any Counterparty asserting a CHS Rejection Claim against the Debtors' estates who fails to file a Proof of Claim in accordance with the Proposed Order on or before the CHS Rejection Bar Date shall be forever barred, estopped, and enjoined from asserting such claim against any of the Debtors (or subsequently filing a Proof of Claim with respect thereto) and shall not be treated as a creditor with respect to such claim for the purposes of distribution under the terms of the Plan.

CHS Rejection Bar Date Notice Procedures

7. The CHS Rejection Bar Date Notice, substantially in the form annexed hereto as **Exhibit 1**, is hereby approved.

8. The Trustee shall mail the CHS Rejection Bar Date Notice to (a) the counterparties identified on the *Notice by CHS/Community Health Systems, Inc. and Clarksdale HMA, LLC of Rejection of Executory Contracts and Unexpired Leases* [Docket No. 1171] and (b) the counterparties identified on the *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* [Docket No. 970] who are not also identified on the *Notice of Filing Amended Final Listing of Assumed Executory Contracts and Unexpired Leases* [Docket No. 1191] on or before the date that is five (5) business days after the date of entry of this Order, which service shall constitute good and sufficient notice to all Counterparties who may have CHS Rejection Claims of the CHS Rejection Bar Date

and the need to file a Proof of Claim by the CHS Rejection Bar Date in order to preserve rights and obligations in connection with such CHS Rejection Claim.

9. The Trustee is authorized and empowered to take such actions as may be necessary and appropriate to implement the terms of this Order.

10. Nothing in this Order shall impair, prejudice, waive or otherwise affect the rights of the Trustee to object to, dispute, or assert offsets or other defenses to any CHS Rejection Claim or to object to any other claim on any basis, including as to amount, liability or characterization.

11. Notwithstanding anything to the contrary set forth in this Order, to the extent that any claim is or was subject to a previously-established bar date in these cases, such previously-established bar date shall be deemed to remain in effect and will not be deemed extended or modified by virtue of the Proposed Order. Any claim subject to any previously-established bar date not filed by the applicable bar date is and shall continue to be, in accordance with such bar date, forever barred, released, satisfied, discharged, disallowed, and expunged without the need for further application to or order of the Court.

12. Entry of this Order is without prejudice to the rights of the Trustee to seek a further order of this Court fixing the date by which holders of claims not subject to the CHS Rejection Bar Date established herein or any previously-established bar date must file such claims against the Debtors or be forever barred from receiving any payment or distribution of property from the Debtors, the Debtors' estates, or their successors or assigns with respect to such claims, and from asserting such claims against the Debtors, the Debtors' estates, or their successors or assigns.

13. The Court retains jurisdiction over all matters arising from or related to the implementation or interpretation of this Order.

This Order was Signed and Entered Electronically as Indicated at the Top of the First Page.

APPROVED FOR ENTRY:

MANIER & HEROD, P.C.

/s/ Michael E. Collins

Michael E. Collins (Bar No. 16036)

Robert W. Miller (Bar No. 31918)

1201 Demonbreun Street, Suite 900

Nashville, TN 37203

Telephone: (615)-244-0030

Facsimile: (615) 242-4203

mcollins@manierherod.com

rmiller@manierherod.com

and

SILLS CUMMIS & GROSS P.C.

Andrew H. Sherman (admitted *pro hac vice*)

Boris I. Mankovetskiy (admitted *pro hac vice*)

One Riverfront Plaza

Newark, NJ 07102

Telephone: (973) 643-7000

Facsimile: (973) 643-6500

asherman@sillscummis.com

bmankovetskiy@sillscummis.com

Co-Counsel to the Trustee

Exhibit 1

Proposed CHS Rejection Bar Date Notice

**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> ⁶	)	Case No. 18-05665
)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921)	
Debtors.	)	Jointly Administered

**NOTICE OF DEADLINES FOR FILING PROOFS OF
CLAIM FOR DAMAGES ARISING FROM REJECTION OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE THAT on August [*], 2019, the United States Bankruptcy Court for the Middle District of Tennessee (Nashville Division) (the “Court”) entered an order (the “CHS Rejection Bar Date Order”) in the Debtors’ chapter 11 cases establishing **4:00 p.m. (prevailing Central Time) on [*], 2019** (the “CHS Rejection Bar Date”) as the deadline by which each counterparty (collectively, the “Counterparties”) to an executory contract or unexpired lease that was designated for possible assumption and assignment in connection with the sale of Northwest Mississippi Regional Medical Center (the “Clarksdale Sale”) and subsequently rejected by CHS/Community Health Systems, Inc. (“CHS”) pursuant to Section 2.5 of the *Asset Purchase Agreement by and Among Clarksdale Regional Medical Center, Inc., Clarksdale Regional Physicians, LLC, Curae Health, Inc., and CHS/Community Health Systems, Inc.* [Docket No. 1065, Ex. 1] (the “Clarksdale APA”) and paragraph 26 of the *Findings of Fact, Conclusions of Law, and Order Confirming the Joint Chapter 11 Plan of Liquidation of Curae*

⁶ 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) (collectively, the “Debtors”).

Health, Inc., et al. [Docket No. 1074] (the “Confirmation Order”) (collectively, the “CHS Rejection Contracts”) who asserts a claim for damages arising from the rejection of such CHS Rejection Contract consistent with section 502(g) of the Bankruptcy Code (a “CHS Rejection Claim”), including, but not limited to, any Counterparty identified in the June 28, 2019 *Notice by CHS/Community Health Systems, Inc. and Clarksdale HMA, LLC of Rejection of Executory Contracts and Unexpired Leases* [Docket No. 1171], must file a proof of claim (a “Proof of Claim”).

You are receiving this notice because you are one of the parties identified as a potential Counterparty to a CHS Rejection Contract. The Court previously established other deadlines for filing proofs of claim in these cases for all other claims not related to rejection of a CHS Rejection Contract [Docket Nos. 544, 834].

You should not file a CHS Rejection Claim if you do not hold a CHS Rejection Claim. The fact that you received this notice does not necessarily mean that you hold a CHS Rejection Claim or that either the Trustee or the Court believes that you hold a CHS Rejection Claim.

Pursuant to the terms of the CHS Rejection Bar Date Order, each Counterparty asserting a CHS Rejection Claim must file an Official Bankruptcy Form 410 Proof of Claim with original signature as follows:

Each Counterparty or authorized agent asserting a CHS Rejection Claim is required to file a Proof of Claim either: (a) electronically through the Court’s ePOC website at <https://ecf.tnmb.uscourts.gov/cgi-bin/autoFilingClaims.pl>; (b) electronically through the Court’s CM/ECF website at: <http://ecf.tnmb.uscourts.gov>; or (c) by mailing or delivering such Proof of Claim by overnight courier or messenger to Bankruptcy Clerk’s Office, 2nd Floor Customs House, 701 Broadway, Nashville, TB 37203.

All electronically filed Proofs of Claim must be filed under the case number of the applicable Debtor. Any Counterparty asserting a CHS Rejection Claim against more than one Debtor is required to file a separate Proof of Claim with respect to each such Debtor. Neither the Trustee nor the Clerk's Office shall be required to accept Proofs of Claim sent by facsimile, telecopy, or electronic mail transmission. All Proofs of Claim must be in the English language and denominated in lawful United States currency.

Any Counterparty asserting a CHS Rejection Claim against the Debtors' estates who fails to file a Proof of Claim in accordance with the Proposed Order on or before the CHS Rejection Bar Date shall be forever barred, estopped, and enjoined from asserting such claim against any of the Debtors (or subsequently filing a Proof of Claim with respect thereto) and shall not be treated as a creditor with respect to such claim for the purposes of distribution under the terms of the Plan.

Copies of the CHS Rejection Bar Date Order are available for inspection during regular business hours at the Office of the Clerk, United States Bankruptcy Court for the Middle District of Tennessee (Nashville Division), 2nd Floor Customs House, 701 Broadway, Nashville, Tennessee 37203. In addition, copies of the CHS Rejection Bar Date Order may be viewed and downloaded for a fee at the Bankruptcy Court's website (<http://ecf.tnmb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

Notwithstanding anything to the contrary set forth in the CHS Rejection Bar Date Order, to the extent that any claim is or was subject to a previously-established bar date in these cases, such previously-established bar date shall be deemed to remain in effect and will not be deemed extended or modified by virtue of the Proposed Order. Any claim subject to any previously-established bar date not filed by the applicable bar date is and shall continue to be, in accordance

with such bar date, forever barred, released, satisfied, discharged, disallowed, and expunged without the need for further application to or order of the Court.

RECIPIENTS OF THIS NOTICE SHOULD CONSULT AN ATTORNEY IF SUCH RECIPIENT HAS ANY QUESTIONS REGARDING ANY CLAIM IT MAY HAVE AGAINST THE DEBTORS, INCLUDING WHETHER SUCH RECIPIENT SHOULD FILE AN PROOF OF CLAIM TO PROTECT ITS INTERESTS.

Dated: August [*], 2019
Nashville, Tennessee

MANIER & HEROD, P.C.

/s/ Michael E. Collins

Michael E. Collins (Bar No. 16036)
Robert W. Miller (Bar No. 31918)
1201 Demonbreun Street, Suite 900
Nashville, TN 37203
Telephone: (615)-244-0030
Facsimile: (615) 242-4203
mcollins@manierherod.com
rmiller@manierherod.com

and

SILLS CUMMIS & GROSS P.C.

Andrew H. Sherman (admitted *pro hac vice*)
Boris I. Mankovetskiy (admitted *pro hac vice*)
One Riverfront Plaza
Newark, NJ 07102
Telephone: (973) 643-7000
Facsimile: (973) 643-6500
asherman@sillscummis.com
bmankovetskiy@sillscummis.com

Co-Counsel to the Trustee

Exhibit B

Mailing Matrix

All Source Recruiting Group, Inc.
d/b/a Ardor Health Solutions
5830 Coral Ridge Drive, Ste. 120
Coral Springs, FL 33076-3388

LBMC
201 Franklin Road
Brentwood, TN 37027

Alliance Oncology
581 Medical Drive
Clarksdale, MS 38614-6733

Medhost
6550 Carothers Parkway, Ste. 100
Franklin, TN 37067-6370

CHCT Mississippi, LLC
3326 Aspen Grove Drive, Ste. 150
Franklin, TN 37067-2870

Meditract
1208 King St. Fl. 4
Chattanooga, TN 37403-4331

Dothan Security, Inc.
d/b/a DSI Security Services
600 W. Adams St.
Dothan, AL 36303-4306

Microsoft
PO Box 842103
Dallas, TX 75284-2103

Lakeview Properties, LLC
621 Desoto Avenue
Clarksdale, MS 368614-5218

Midpark Knoxville, LLC
c/o Emersons Commercial Mgmt.
17776 Preston Road, Ste. 10
Dallas, TX 75252-5736

Aquapure Water Systems, LLC
PO Box 5810
Huntsville, AL 35814-5810

Milliman
1301 Fifth Avenue, Ste. 3800
Seattle, WA 98101-2646

EyeMed
4000 Luxottica Place
Mason, OH 45040-8114

Mississippi Lions Eye Bank
431 Katherine Drive
Flowood, MS 39232-9781

Pascal Metrics
1025 Thomas Jefferson Street NW
Suite East
Washington, DC 20007-5241

Paul G. Jennings
Bass, Berry & Simms PLC
150 Third Ave South, Ste 2800
Nashville, TN 37201-2017

PGN Technologies, LLC
Vince Jarnagin
PO Box 231
Louisville, TN 37777-0231

Russell E. Stair
Bass, Berry & Sims PLC
1700 Riverview Tower
900 S Gay Street
Knoxville, TN 37902

PGN Technologies, LLC
PO Box 231
Louisville, TN 37777-0231

Office of the United States Trustee
Megan Seliber
318 Customs House
701 Broadway
Nashville, TN 37203

Polsinelli
Michael Malone
401 Commerce Street, Ste 900
Nashville, TN 37219

Polsinelli,
David E. Gordon/Caryn Wang
1201 West Peachtree Street, 1100
Atlanta, GA 30309

Pitney Bowes
2225 American Drive
Neenah, WI 54956-1005

Talentwise
19800 Northcreek Parkway, Ste. 200
Bothell, WA 98011-8206

Polestar
PO Box 737
Coldwater, MI 49036-0737

Thomas and Company
One Vantage Way, Suite A-105
Nashville, TN 37228-1586

Sun Life
PO box 7247-7184
Philadelphia, PA 19170-0001

TIS
PO Box 10328
Knoxville, TN 37939-0328

Tutwiler Clinic
205 Alma Street
Tutwiler, MS 38963-5004

Your Care Universe
6550 Carothers Parkway, Ste 100
Franklin, TN 37067-6370

Virtual Radiologic Corporation
25983 Network Place
Chicago, IL 60673-1259

Account Resolution Team, Inc.
PO Box 503
Morristown, TN 37816-1503

Account Resolution Team, Inc.
221 East Main Street
Morristown, TN 37816

BMC Copiers
3132 Morris Avenue
Knoxville, TN 37909

Omega Technology Group
140 Midway Drive
Cornelia, GA 30531

Advanced Health Systems, Inc.
3545 Lakeland Drive
Flowood, MS 39232

Central Defense Services, LLC
6084 Apple Tree Drive, Ste. 1
Memphis, TN 38115

Central Defense Services, LLC
50 Vintage Way, Suite 251
Nashville, TN 37228

Central Defense Services, LLC
201 W. Broadway, Suite C
North Little Rock, AR 72114

First American Commercial Bancorp
255 Woodcliff Drive
Fairport, NY 14450

Priority Anesthesia PLLC
1236 Knoxville Highway
Wartburg, TN 37887

Priority Anesthesia, LLC
5665 New Northside Drive NW, Ste. 320
Atlanta, GA 30328-5831

Priority Anesthesia, PLLC
1338 Papermill Pointe Way
Knoxville, TN 37909

Priority Anesthesia, LLC
3200 Downwood Circ. NW, Suite 670
Atlanta, GA 30327