

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

IN RE:

CURAE HEALTH, INC. *et al.*,¹

Debtors.

Case No. 3:18-bk-05665

Judge Walker

Chapter 11

JOINTLY ADMINISTERED

OBJECTION TO PROPOSED CURE AMOUNT

Comes now Aesynt Incorporated, a wholly owned subsidiary of Omnicell, Inc., a creditor in this case (“Aesynt”), and files its Cure Objection as required in the Sales Procedure Order (Docket No 260)² as follows:

1. On August 24, 2018, the Debtors commenced various cases under chapter 11 of the Bankruptcy Code (the “Bankruptcy Cases”).

2. Shortly after the commencement Bankruptcy Cases, the Debtors filed the Sale Procedures Motion seeking authority to sell Gilmore Hospital and establishing sale, bidding, and assumption procedures for the sale.

3. Aesynt is a party to an executory contract with Amory Regional Medical Center, Inc., d/b/a Gilmore Memorial Hospital (“Amory”) as evidenced by that certain *Master Agreement* between Amory Regional Medical Center, Inc., d/b/a Gilmore Memorial Hospital and Omnicell, Inc., a Delaware corporation, and its assigns and wholly owned subsidiaries, as applicable, dated

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); Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); and Clarksdale Regional Physicians, LLC (5311)(the “Debtors”).

² Capitalized terms used in this Objection and not otherwise defined shall have the meanings ascribed to them in the *Order (I) Authorizing and Approving Bidding Procedures for the Sale of Gilmore Medical Center, (II) Authorizing the Sale of Gilmore Medical Center Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (III) Approving Stalking Horse Purchaser, Break-Up Fee, and Overbid Protections, (IV) Establishing Certain Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (V) Scheduling an Auction, (VI) Scheduling a Hearing and Objections Deadlines With Respect to the Sale of Gilmore Medical Center, (VII) Approving the Form and Manner of Notice Thereof, and (VIII) Granting Related Relief* (Docket No. 260)(the “Sale Procedures Order”).

December 15, 2017 (the “Master Agreement”) as well as, among other things, that certain Statement of Work, entered into by and between Aesynt and Amory Regional Medical Center, Inc., d/b/a Gilmore Memorial Hospital and dated January 24, 2018 (together with the Master Agreement, the “Agreement”).³

4. Pursuant to Sales Procedures Order, the Debtors filed, on October 29, 2018, that certain *Notice of: (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Lease of Personal Property, and Unexpired Leases of Nonresidential Real Property; and (II) Cure Amounts Related to the Foregoing* (Docket No. 371) (the “Assumption Notice”), and listed the Agreement as one of the executory contracts that may be assumed and assigned by the Debtors upon the sale of Gilmore Hospital.

5. In the Assumption Notice, Debtors have stated that the cure amount under the Agreement is \$0.00.⁴ Aesynt objects to this amount.

6. Aesynt asserts that the correct cure amount under the Agreement is \$25,176.22 (“Cure Amount”). True and correct copies of invoices related to the professional services for customization of the “Connect-RX” software platform for the Acudose automated dispensing cabinets, as provided under the Agreement and reflecting the Cure Amount, are attached hereto as Exhibit A. In addition, \$3,151.04 is due and owing through the date of this objection under the terms of the Agreement, for late fees and service charges. Aesynt reserves its right to update the Cure Amount through the date of assumption and assignment.

³ Copies of the Agreement will be directly provided to the specific parties listed in numbered paragraph 3 of the Assumption Notice but will not be filed with this Objection.

⁴ The Stalking Horse bidder filed its Notice of Intent to Assume Executory Contracts and Unexpired Leases listing the Agreement with a \$0.00 cure amount at Doc. No. 446.

7. The Cure Amount represents fees incurred prepetition under the Agreement which remain outstanding and unpaid. Pursuant to Section 365(b) of the Bankruptcy Code, the Debtors cannot assume the Agreement unless and until the Cure Amount is satisfied.

WHEREFORE, Aesynt respectfully requests that the Court condition the Debtors' attempted assumption and assignment of the Agreement upon their tendering the Cure Amount to Aesynt and for such other and further relief as may be appropriate.

Respectfully submitted,

/s/ Ronald G. Steen, Jr.
Ronald G. Steen, Jr. (BPR No. 20536)
THOMPSON BURTON PLLC
6100 Tower Circle, Suite 200
Franklin, TN 37067
(615) 465-6010 Fax: (615) 807-3048
ronn.steen@thompsonburton.com

Attorney for Aesynt Incorporated, a wholly owned subsidiary of Omnicell, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of November 2018, the foregoing *Objection to Proposed Cure Amount* was filed electronically with the Clerk's office by using the CM/ECF system and served electronically via ECF to all the parties registered to receive electronic notice in the case, and served by U.S. Mail, postage prepaid, and email (where indicated) upon the following parties:

David Gordon
Polsinelli PC
1201 West Peachtree St., Ste. 1100
Atlanta, GA 30309
dgordon@polsinelli.com

David W. Houston, IV
Burr & Forman
222 2nd Ave. S., Ste. 2000
Nashville, TN 37201
dhouston@burr.com

David E. Lemke
Waller, Lansden Dortch & Davis
511 Union St., Ste. 2700
Nashville, TN 37219
David.lemke@wallerlaw.com

David G. Thompson
Neal & Harwell, PLC
1201 Demonbreun St., Ste. 1000
Nashville, TN 37203
dthompson@nealharwell.com

Andrew Sherman
Sills Cummis & Gross P.C.
One Riverfront Plaza
Newark, NJ 07102
asherman@sillscummis.com

/s/ Ronald G. Steen, Jr.
Ronald G. Steen, Jr.