

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

In re:

Curae Health, Inc., et al.

**1721 Midpark Road, Suite B200
Knoxville, TN 37921**

Debtors.

**Chapter 11
Case No. 18-05665**

Judge Walker

Jointly Administered

**OBJECTION BY WINTHROP RESOURCES TO DEBTORS' NOTICE OF INTENT TO
CURE AMOUNTS RELATED TO WINTHROP RESOURCES' UNEXPIRED LEASE OF
PERSONAL PROPERTY**

Comes now Winthrop Resources ("Winthrop"), and objects to the notice filed by the above-captioned Debtors ("the Debtors") to cure amounts related to Winthrop's unexpired lease of personal property for the following reasons:

1. On August 24, 2018 the Debtors, including the Debtor Curae Health, Inc. ("Curae"), commenced a case under Chapter 11 of the Bankruptcy Code.
2. On October 29, 2018, the Debtors filed a notice of intent to, among other things, assume and assign certain unexpired leases of personal property and cure deficiency amounts related to these leases. The leases listed to be assumed and assigned included a lease of various equipment between Curae, as the assignee from Health Management Associates, Inc., and Winthrop. The notice further identified the total current deficient amount owed by Curae to Winthrop as \$47,020.12.
3. Winthrop is the lessor under a certain lease agreement for medical equipment used in Curae's operation of several health care facilities. This agreement specifically identifies

the equipment leased to and currently being used by Curae in Curae's business operations at Scheduled 020R, 025R, 059R and 047R of the agreement. A copy of this Lease Agreement and Assignment of the Lease is attached hereto as Exhibit A.

4. Winthrop does not object to the Debtors' request to assume and assign this lease agreement. Winthrop however asserts that the total deficiency amount as of November 1, 2018, is \$73,497.96, as detailed in the attached Exhibit B. This deficiency remains uncured as of the present date. Furthermore, this total deficiency does not include attorneys' fees and expenses incurred by Winthrop in pursuing the collection of this deficiency, which Curae is required to pay under Section 18 of the lease agreement, as well as any further deficiency amounts that have accrued after November 1, 2018. Winthrop asserts that all of these deficiency amounts must be paid to Winthrop in order for Curae to assign and assume this lease agreement.

5. Debtors' counsel and Winthrop agreed to extend the time for Winthrop to file this objection until November 21, 2018, in the hopes that the parties could resolve their dispute before that date. However, the parties have been unable to resolve their dispute and, since the Debtors are unwilling to grant any further extension of time for Winthrop to file an objection, Winthrop is compelled to file this objection with the Court.

WHEREFORE, Winthrop objects to the total deficiency amount identified by the Debtors in their notice of their intent to assume and assign Winthrop's lease agreement.

Respectfully submitted,

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Attorneys for Winthrop Resources Corporation

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of November, 2018 a copy of the foregoing electronically filed Motion and any exhibit attached thereto was served via U.S. mail, postage prepaid or electronic mail upon the United States Trustee, and all parties who have requested to receive notice in this case as well as the parties identified in paragraph 3 of the Debtors' Notice filed with this Court on October 29, 2018.

/s/ Pablo A. Varela