

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

In re:)
)
CURAE HEALTH INC., *et al.*) Case No. 3:18-bk-05665
) Chapter 11
Debtors.) Judge Charles M. Walker
)
) (Jointly Administered)
)

OBJECTION OF CHS PSC, LLC TO NOTICE OF: (I) DEBTORS' INTENT TO ASSUME OR ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY; AND (II) CURE AMOUNTS RELATED TO THE FOREGOING

COMES NOW CHS PSC, LLC (“CHS”), by and through its undersigned counsel, and hereby respectfully submits this Objection (the “Objection”) to the Notice of (I) Debtors’ Intent to Assume or Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property; and (II) Cure Amounts Related to the Foregoing [Doc. No. 513] (the “Assumption Notice”). In support of its Objection, CHS states as follows:

1. On November 30, 2018, the Debtors filed their Assumption Notice identifying executory contracts the Debtors might assume and assign in connection with their proposed sale of the Panola Medical Center in Batesville, Mississippi, along with proposed cure amounts.

2. The Debtors’ Assumption Notice included two executory contracts (or groups of executory contracts) with CHS, both of which are described in Exhibit 1 to the Assumption Notice as “Confidentiality and Non-Disclosure Agreements.” The first group of “Confidentiality and Non-Disclosure Agreements” identified in Exhibit 1 references a purported proposed cure amount of \$278,908.00, and the second group of “Confidentiality and Non-Disclosure Agreements” references a purported proposed cure amount of \$0.

3. On December 11, 2018, the stalking horse purchaser for Panola Medical Center filed a Notice of Stalking Horse Purchaser's Intent to Assume Executory Contracts and Unexpired Leases [Doc. No. 549], which indicated that the stalking horse purchaser intends to assume the "Confidentiality and Non-Disclosure Agreements" with a cure amount of \$0, and reject the "Confidentiality and Non-Disclosure Agreements" with a cure amount of \$278,908.00.

4. At this time, CHS has been unable to determine the specific "Confidentiality and Non-Disclosure Agreements" to which the Debtors' Assumption Notice refers. CHS is working with the Debtors to attempt to obtain the information needed to identify and evaluate the specific agreements at issue.

5. However, CHS objects to the Debtors' Assumption Notice and the proposed cure amounts on the grounds that the agreements at issue are not adequately described, thereby impairing CHS's ability to evaluate the accuracy of the proposed cure amounts.

6. In addition to CHS's objection on the grounds that the agreements are not adequately described, CHS reserves all rights to supplement and amend this Objection upon obtaining additional information from the Debtors regarding the agreements proposed to be assumed and rejected by the stalking horse purchaser. CHS specifically reserves the right to assert that additional amounts are owed to cure any defaults under the agreements proposed to be assumed by the stalking horse purchaser.

DATED: December 13, 2018

/s/ Paul G. Jennings
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Inc. and CHSPSC, LLC*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was filed December 13, 2018, and served electronically upon all parties in interest or their counsel as indicated on the receipt issued by the Court's electronic filing system.

/s/ Paul G. Jennings

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