

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

In re:)	
)	Chapter 11
Curae Health, Inc., et al.¹)	Case No. 18-05665
)	
1721 Midpark Road, Suite B200)	Judge Walker
Knoxville, TN 37921)	
Debtors.)	Jointly Administered

**COAHOMA COUNTY, MISSISSIPPI’S OBJECTION TO NOTICE OF
(I) DEBTORS INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY
CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY AND UNEXPIRED
LEASES OF NON-RESIDENTIAL PROPERTY; AND (II) CURE AMOUNTS RELATED
TO THE FOREGOING (DKT. #970)**

Coahoma County, Mississippi (“Coahoma County”), a creditor and party-in-interest in this proceeding, and the counter party to a non-residential real property lease with Curae Health, Inc. (“Curae”) files its objection to the Debtors Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Leases of Non-Residential Property; and (II) Cure Amounts Related to the Foregoing (Dkt. #970) (“Cure Motion”) as follows:

1. Coahoma County is the owner of certain real property located in Coahoma County, Mississippi and referred to generally as the Clarksdale Hospital.
2. On December 28, 1995, Coahoma County entered into a lease agreement of the Clarksdale Hospital with Clarksdale HMA, Inc. and HMA, Inc. as the Guarantor (“Lease”). The

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).

Lease was subsequently amended and assigned to the Debtor pursuant to a certain assumption and assignment of lease dated November 1, 2017.

3. The Debtor has filed a motion to sell substantially all of the assets of the Clarksdale Hospital to Community Health Services, Inc. (“CHS”) (“Sale Motion”). As a part of the sale motion, the Debtor is seeking to assume and assign certain executory contracts and unexpired leases for re-assignment to CHS. The lease is one such contract and indicates that the cure amount for the Lease is \$0. This is incorrect. Specifically, the Debtors owe the pre-petition personal property ad valorem taxes due under the Lease for 2018 in the amount of \$271,184.11, plus statutory interest, the post-petition annual rent payment of \$500,000 which was due January 1, 2019, and post-petition property ad valorem taxes for the period January 1, 2019 through May 9, 2019 in the amount of \$95,843.15. Accordingly, the cure amount for the assumption of this Lease is \$95,843.15. This amount must be paid to assume and assign the Lease. Accordingly, Coahoma County requests that any assumption of the Lease require the payment of the pre and post-petition defaults in the amount of \$867,027.26 as required by 11 U.S.C. §365.

WHEREFORE, PREMISES CONSIDERED, Coahoma County respectfully requests that the Court require payment of the cure amounts set forth herein as a condition of the assumption and assignment of the Lease to CHS.

April 30, 2019

Respectfully submitted,

/s/Erika R. Barnes

Erika R. Barnes (BPR #28628)

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Counsel for Coahoma County, Mississippi

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of April, 2019, a true and correct copy of the foregoing document was filed electronically. Notice of this filing was sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's electronic filing system.

/s/ Erika R. Barnes

Erika R. Barnes