



*Scheduling a Hearing and Objection Deadlines with Respect to the Sale of Gilmore Medical Center, (vii) Approving the Form and Manner of Notice Thereof, and (VIII) Granting Related Relief* [Doc. 79] (the “Sale Motion”).

2. On September 28, 2018, the Court entered its *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, Expense Reimbursement, and Overbid Protections, (IV) Establishing Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (V) Scheduling an Auction, (VI) Scheduling a Hearing and Objection Deadlines With Respect to the Sale of Gilmore Medical Center, (VII) Approving the Form and Manner of Notice Thereof, and (VIII) Granting Related Relief* (Doc. 260) (the “Sale Procedures Order”).

3. On October 29, 2018, the Debtors filed the Notice. Attached as Exhibit 1 to the Notice is a list of contracts and leases to be assumed and assigned by the Debtors in connection with the sale of the Gilmore Medical Center as well as the corresponding cure amounts asserted by the Debtors for contracts and leases listed. Pursuant to the Notice, upon request, the Debtors will provide adequate assurance of future performance with respect to any contract or lease listed in the Notice.

4. The Notice seeks to assume and assign certain unidentified “Real Property Lease (MOB Rent) assignment of Rents and Leases” with CHCT and asserts a cure amount of \$0.00.

5. CHCT and the Debtors are parties to the following leases (collectively the “CHCT Leases”):

### Armory Leases

- Master Lease Agreement dated May 1, 2017 with Armory Regional Medical Center, Inc. for 305 Highway 45 North, Aberdeen, Mississippi;
- Master Lease Agreement dated May 1, 2017 with Armory Regional Medical Center, Inc. for 404 Gilmore Drive, Amory, Mississippi;
- Master Lease Agreement dated May 1, 2017 with Armory Regional Medical Center, Inc. for 1127 Earl Frye Boulevard, Amory, Mississippi;
- Master Lease Agreement dated May 1, 2017 with Armory Regional Medical Center, Inc. for 1107 Earl Frye Boulevard, Amory, Mississippi;

### Batesville Leases

- Master Lease Agreement dated May 1, 2017 with Batesville Regional Medical Center, Inc. for 205 Medical Center Drive, Batesville, Mississippi; and
- Master Lease Agreement dated November 1, 2017 with Batesville Regional Medical Center, Inc. for 155 Keating Road, Batesville, Mississippi.

6. According to CHCT's records, the Debtors have defaulted under the CHCT Leases and are not current on their obligations to CHCT in the combined amount of \$137,456.93, plus all reasonable attorneys' fees incurred by CHCT and all other amounts coming due under the CHCT Leases (collectively, the "CHCT Cure Amount"). Until such time as the CHCT Cure Amount is paid in full, along with the Debtors' compliance with all other provisions of Section 365(b) of the Bankruptcy Code, CHCT objects to the assumption and assignment of the CHCT Leases.

### **LIMITED OBJECTION**

7. At the outset, the Debtors have not identified with sufficient specificity the exact contracts and leases they seek to assume and assign. Absent such identification, CHCT objects to the assumption and assignment of any of the CHCT Leases with the Debtors.

8. CHCT objects to any assumption and assignment of the CHCT Leases unless and until the Debtors pay the entirety of the CHCT Cure Amount to CHCT as required under Section 365(b) of the Bankruptcy Code.

9. CHCT objects to any assumption and assignment of the CHCT Leases unless it is provided with adequate assurance of future performance by the proposed assignee of the CHCT Leases.

WHEREFORE, CHCT respectfully requests the Court enter an order (a) postponing consideration of the assumption and assignment of any Change Agreements until such time as (i) the Debtors specifically identify the CHCT Leases it seeks to assume and assign, (ii) the CHCT Cure Amount is paid, and (iii) CHCT is provided adequate assurance of future performance, and (b) granting such further relief as the Court deems just, equitable and proper.

Date: November 8, 2018.

Respectfully Submitted,

BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC

/s/ Erno Lindner

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**CERTIFICATE OF SERVICE**

I hereby certify that on the 8th day of November, 2018, a copy of the foregoing electronically filed pleading was served on the parties listed below by first-class mail, postage prepaid, unless said party is a registered CM/ECF participant who has consented to electronic notice, and the Notice of Electronic Filing indicates that Notice was electronically mailed to said party:

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