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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
ST. FRANCIS' HOSPITAL, POUGHKEEPSIE, NEW YORK, *et al.*	:	Case No.: 13-37725-cgm
Debtors.	:	Jointly Administered

OBJECTION OF NUANCE COMMUNICATIONS, INC.
TO PROPOSED CURE AMOUNT

Nuance Communications, Inc. ("Nuance"), by its undersigned counsel, hereby files its Objection to certain Notice of Proposed Assumption and Assignment of Executory Contracts (the "Notice") served by the Debtors on the grounds that the cure amount set forth in the Notice as to Nuance (the "Listed Cure Amount") does not account for all amounts owed under the contracts proposed to be assumed and assigned pursuant to the Notice. In support of its Objection, Nuance states as follows:

FACTUAL BACKGROUND

1. Nuance licenses and services certain equipment, technology products, programs and software. Nuance and Debtor St. Francis' Hospital are each a party to that certain Healthcare Master Agreement, dated December 30, 2011; that certain Veriphy Products and

Services Addendum, dated December 30, 2011; and that certain Purchase Order, dated December 22, 2011 (collectively, the "Contracts").[1]

2. The Debtors owe Nuance various sums under the Contracts for various services and products provided prepetition and postpetition.

3. As of the filing of this Objection, Nuance is owed $123,612.43 under the Contracts. Attached hereto as Exhibit A are copies of the outstanding invoices.

4. Nuance files this Objection because the Listed Cure Amount – which is erroneously listed as "$100,774.76"– does not correctly reflect the amounts due under the Contracts.

OBJECTION

5. Section 365 of the Bankruptcy Code provides, in part:

> If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—
>
> (A) cures, or provides adequate assurance that the trustee will promptly cure, such default other than a default that is a breach of a provision relating to the satisfaction of any provision (other than a penalty rate or penalty provision) relating to a default arising from any failure to perform nonmonetary obligations under an unexpired lease of real property, if it is impossible for the trustee to cure such default by performing nonmonetary acts at and after the time of assumption, except that if such default arises from a failure to operate in accordance with a nonresidential real property lease, then such default shall be cured by performance at and after the time of assumption in accordance with such lease, and pecuniary losses resulting from such default shall be compensated in accordance with the provisions of this paragraph;

[1] The Contracts are sensitive business documents of which both the Debtors and Nuance have possession. Accordingly, Nuance is not attaching them to this Objection. Nuance will make the Contracts available to the Court for inspection upon request and/or will file the Contracts under seal. Further, the Contracts will be provided as appropriate to any party in interest upon written request and upon implementation of acceptable procedures and agreement designed to protect the confidentiality of the documents.

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1).

6. Under Section 365(b)(1), the Debtors are required to cure, or provide adequate assurance that they promptly will cure (in addition to the adequate assurance the Court has found the Debtors have provided to date), all monetary defaults under the Contracts. The correct cure amount for the Contracts is $123,612.43. Until the Debtors cure such monetary defaults, the Contracts may not be assumed and assigned.

CONCLUSION

7. For the foregoing reasons, Nuance respectfully requests that the Court enter an order determining the cure amount under the Contracts to equal $123,612.43, require the Debtors to fully and timely perform all of their future obligations to Nuance under the Contracts and for such other determinations and remedies as the Court finds appropriate.

Dated: February 10, 2014

VORYS, SATER, SEYMOUR & PEASE LLP

/s/ Tiffany Strelow Cobb

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CERTIFICATE OF SERVICE

I hereby certify that on February 10, 2014, a true and correct copy of the foregoing *Objection of Nuance Communications, Inc. to Proposed Cure Amount* was filed and served electronically through the Court's Electronic Case Filing System upon the following:

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