

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
Lafayette Division**

**IN RE:**

**CASE NO. 16-50740**

**PROGRESSIVE ACUTE CARE, LLC, et al.**

**CHAPTER 11**

**DEBTORS**

**JOINTLY ADMINISTERED**

**SECOND NOTICE OF (I) DEBTORS' REQUEST FOR AUTHORITY TO ASSUME  
AND ASSIGN CERTAIN ADDITIONAL EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES, AND (II) DEBTORS' PROPOSED CURE AMOUNTS**

TO CERTAIN ADDITIONAL COUNTERPARTIES TO EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES PLEASE TAKE NOTICE THAT:

PLEASE TAKE NOTICE that on July 14, 2016, the Debtors filed *Motion Under 11 U.S.C. §§ 363(b) and (f) and 365 for: (I) Preliminary Order (i) Approving Bidding Procedures and Stalking Horse Bid and Fee, (ii) Prescribing Notice Requirements, and (iii) Setting Hearing Date, Time and Place for Auction of Debtors' Property; and, for (II) Order Approving Sale of Assets and Assumption and Assignment of Certain Contracts and Leases and Amounts of Cure, if any, Related Thereto* (Docket No. 183) (the "Motion") seeking, among other things, entry of an order (the "Sale Order") authorizing and approving the sale of property and intangible personal property (collectively "the Purchased Assets"), and specifically excluding cash and certain other assets of the Debtors' estates (collectively "the Excluded Assets") and seeking authority to assume and assign certain Contracts ("the Assumed Contracts").<sup>1</sup>

PLEASE TAKE FURTHER NOTICE THAT on July 29, 2016, the Court entered an order (Docket No. 226) (the "Bidding Procedures Order"), approving the Motion. A copy of the Bidding Procedures Order is attached hereto.

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Sale and the assumption and assignment of Assumed Contracts to the Stalking Horse Bidder, or the Successful Bidder, as applicable (the "Sale and Assignment Hearing"), is presently scheduled to take place on August 26, 2016 at 10:00 a.m. (Central Time), or as soon thereafter as counsel may be heard, before the Honorable Robert Summerhays, United States Bankruptcy Judge, Western District of Louisiana, at the United States Bankruptcy Court, 214 Jefferson Street, Suite 100, Lafayette, LA 70501-7050.

---

<sup>1</sup> The Purchased Assets, the Excluded Assets, and Assumed Contracts as those terms are used in this Notice are more particularly described in Sections 2.1 and 2.2 of the Asset Purchase Agreement ("the proposed Stalking Horse APA") attached to the Motion as Exhibit "B." The initial list of Assumed Contracts was previously supplemented on August 5, 2016 [P-240], and is included herewith as the first Supplemental Exhibit A.

PLEASE TAKE FURTHER NOTICE THAT, in addition to the Assumed Contracts, upon the closing of the Sale of Assets, the Debtors also shall seek to assume and assign to the Successful Bidder for the Assets at the Auction (as defined in the Bidding Procedures Order) (the “Assignee”) the additional Contracts and any modifications thereto set forth on **Exhibit A** hereto (collectively, the “Additional Assumed Contracts”). In addition, the cure amounts, if any, necessary for the assumption and assignment of the Additional Assumed Contracts (the “Cure Amounts”) are set forth on **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that Objections, if any, to the assumption and assignment of the Additional Assumed Contracts, including the Cure Amount, must be filed and served no later than 5:00 p.m. (Central Time) on August 24, 2016. Each objection shall state the legal and factual basis of such objection and may be orally supplemented at the relevant hearing. Any objection to the Debtors’ proposed Cure Amount or the provision of adequate assurance of future performance under any Additional Assumed Contract pursuant to Bankruptcy Code § 365 (“Adequate Assurance”) must: (a) be filed and served on or before the deadline set forth above or any such Objection will be deemed waived; (b) identify the Contract(s) or Lease(s) to which the objector is party; (c) describe with particularity any cure the claimant contends is required under Bankruptcy Code § 365 (the “Cure Claim”) and identify the basis of the alleged Cure Claim under the Contract or Lease; (d) attach all documents supporting or evidencing the Cure Claim; and (e) if the response contains an objection to Adequate Assurance, state with specificity what the objecting party believes is required to provide Adequate Assurance.

Dated August 18, 2016.

**STEFFES, VINGIELLO & McKENZIE, L.L.C.**

By: /s/ Barbara B. Parsons  
William E. Steffes (La. Bar No. 12426)  
Barbara B. Parsons (La. Bar No. 28714)  
Noel Steffes Melancon (La. Bar No. 30072)  
STEFFES, VINGIELLO & McKENZIE, LLC  
13702 Coursey Boulevard Building 3  
Baton Rouge, Louisiana 70817  
Telephone: (225) 751-1751  
Facsimile: (225) 751-1998  
E-mail: bparsons@steffeslaw.com  
*Counsel for Progressive Acute Care, LLC,  
Progressive Acute Care Avoyelles, LLC,  
Progressive Acute Care Oakdale, LLC, and  
Progressive Acute Care Winn, LLC, Debtors*

**SECOND SUPPLEMENTAL NOTICE - EXHIBIT A**

**Cure Amount Schedule**

<b>AVOYELLES CONTRACTS AND LEASES</b>			
<b>Debtor Party to Contract</b>	<b>Contract Counterparty</b>	<b>Description of Contract or Lease</b>	<b>Proposed Cure Amount</b>
PAC Avoyelles	Cigna	Managed care contract	-
PAC	GE Capital	Personal property lease no. 7808494-001: Copiers	\$14,464.87 <sup>1</sup>

---

<sup>1</sup> This lease is included in this 2<sup>nd</sup> supplemental notice for the sole purpose of updating the Cure Amount originally scheduled on Exhibit A.

<b>OAKDALE CONTRACTS AND LEASES</b>			
<b>Debtor Party to Contract</b>	<b>Contract Counterparty</b>	<b>Description of Contract or Lease</b>	<b>Proposed Cure Amount</b>
PAC Oakdale	Cigna	Managed care contract	-
PAC	GE Capital	Personal property lease no. 7808494-005: Copier	\$10,256.11 <sup>2</sup>

---

<sup>2</sup>This lease is included in this 2<sup>nd</sup> supplemental notice for the sole purpose of updating the Cure Amount originally scheduled on Exhibit A.

<b>WINN CONTRACTS AND LEASES</b>			
<b>Debtor Party to Contract</b>	<b>Contract Counterparty</b>	<b>Description of Contract or Lease</b>	<b>Proposed Cure Amount</b>
PAC	GE Capital	Personal property lease no. 7808494-006: Copier	\$9,373.18 <sup>3</sup>
PAC Winn	Cigna	Managed care contract	-

---

<sup>3</sup> This lease is included in this 2<sup>nd</sup> supplemental notice for the sole purpose of updating the Cure Amount originally scheduled on Exhibit A.