

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

In re:

Curae Health, Inc., et al.

**1721 Midpark Road, Suite B200
Knoxville, TN 37921**

Debtors.

**Chapter 11
Case No. 18-05665**

Judge Walker

Jointly Administered

**OBJECTION BY TCF EQUIPMENT FINANCE TO DEBTORS' NOTICE OF INTENT
TO CURE AMOUNTS RELATED TO TCF EQUIPMENT FINANCE'S UNEXPIRED
LEASE OF PERSONAL PROPERTY**

Comes now TCF Equipment Finance ("TCF"), and objects to the notice filed by the above-captioned Debtors ("the Debtors") to cure amounts related to TCF's unexpired lease of personal property for the following reasons:

1. On August 24, 2018 the Debtors, including the Debtor Curae Health, Inc. ("Curae"), commenced a case under Chapter 11 of the Bankruptcy Code.
2. On October 29, 2018, the Debtors filed a notice of intent to, among other things, assume and assign certain unexpired leases of personal property and cure deficiency amounts related to these leases. The leases listed to be assumed and assigned included a lease of equipment between Curae and "International Finance Corporation." TCF is advised by the Debtors that the referenced lease is a lease now held by TCF. This lease was assigned to TCF by International Financial Services Corporation. The notice further identified the total current deficient amount owed by Curae on this lease as \$0.00.

3. TCF currently is the lessor under a certain lease agreement for equipment used in Curae's operation of several health care facilities. A copy of this Lease Agreement and Assignment of the Lease is attached hereto as Collective Exhibit A.

4. TCF does not object to the Debtors' request to assume and assign this lease agreement. TCF also does not dispute that the rental amounts due under the lease are current. However, this total deficiency stated by the Debtors does not include attorneys' fees and expenses incurred by TCF in protecting TCF's interests in this bankruptcy proceeding, which Curae is required to pay under Section 17 of the lease agreement. TCF asserts that these deficiency amounts must be paid to TCF for Curae to assign and assume this lease agreement.

5. Debtors' counsel and TCF's counsel agreed to extend the time for Winthrop to file this objection until November 21, 2018, in the hopes that the parties could resolve their dispute before that date. However, the parties have been unable to resolve their dispute and, since the Debtors are unwilling to grant any further extension of time for TCF to file an objection, TCF is compelled to file this objection with the Court.

WHEREFORE, TCF objects to the total deficiency amount identified by the Debtors in their notice of their intent to assume and assign TCF's lease agreement.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of November, 2018 a copy of the foregoing electronically filed Motion and any exhibit attached thereto was served via U.S. mail, postage prepaid or electronic mail upon the United States Trustee, and all parties who have requested to receive notice in this case as well as the parties identified in paragraph 3 of the Debtors' Notice filed with this Court on October 29, 2018.

/s/ Pablo A. Varela