

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

In re)
) **Chapter 11**
CURAE HEALTH, INC., et al.,) **Case No. 18-05665**
)
) **Judge Walker**
Debtors.)
) **Jointly Administered**

**OBJECTION BY BRENTWOOD ACQUISITIONS, INC. TO NOTICE
OF (I) DEBTOR’S INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL
PROPERTY AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL
PROPERTY; AND (II) CURE AMOUNTS RELATED TO THE FOREGOING**

Comes now Brentwood Acquisition, Inc. d/b/a Brentwood Behavioral Healthcare of Mississippi (“Brentwood”), by and through its undersigned counsel, and files this Objection (the “Objection”) to the Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property; and (II) Cure Amounts Related to the Forgoing [Doc. No. 513] (the “Assumption Notice”). In support of the Objection, Brentwood states the following:

1. Pursuant to a Lease Agreement dated September 30, 2005, as amended (the “Lease”), Brentwood leases certain adult acute psychiatric beds to Batesville Regional Medical Center, Inc. (“Batesville”).
2. Pursuant to the Assumption Notice, Batesville provided notice of its intent to assume and assign the Lease.
3. Exhibit 1 to the Assumption Notice lists a proposed cure amount for the Lease of \$297,581.00.¹

¹ Exhibit 1 to the Assumption Notice includes reference to four (4) separate leases each identified as an “Equipment Lease.” Brentwood has confirmed with counsel for Batesville that the Lease (and three amendments thereto) is the only lease between Brentwood and Batesville.

4. Brentwood objects to this proposed cure amount. The correct amount to cure existing defaults under the Lease is no less than \$327,488.00 which amount is comprised of (i) past due rent of \$297,581.00; (ii) pre-petition interest in the amount of \$23,555.00; and (iii) post-petition interest in the amount of \$6,352.00 as of December 7, 2018. Interest continues to accrue.

5. Brentwood reserves the right to assert additional amounts necessary to cure defaults under the Lease.

WHEREFORE, PREMISES CONSIDERED, Brentwood requests entry of an order determining the cure amount under the Lease to be no less than \$327,488.00 plus accrued interest. Brentwood seeks such other and different relief as the Court deems just and equitable.

Dated: December 10, 2018

/s/ Jeremy L. Retherford

Jeremy L. Retherford

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing was electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel who are CM/ECF participants on December 10, 2018.

I hereby certify that a copy has been mailed to the following by U.S. Mail, postage prepaid, on December 10, 2018:

Curae Health Inc.
1721 Midpark Road, Suite B200
Knoxville, TN 37921

Amory Regional Medical Center, Inc.
1105 Earl Frye Blvd
Amory, MS 38821

Batesville Regional Medical Center Inc.
303 Medical Center Drive
Batesville, MS 38606

Clarksdale Regional Medical Center Inc.
1970 Hospital Drive
Clarksdale, MS 38614

Amory Regional Physicians, LLC
1721 Midpark Road, Suite B200
Knoxville, TN 37921

Batesville Regional Physicians, LLC
1721 Midpark Road, Suite B200
Knoxville, TN 37921

Clarksdale Regional Physicians, LLC
1721 Midpark Road, Suite B200
Knoxville, TN 37921

Quentin Whitwell
Harper Whitwell PLLC
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Oxford, MS 38655

MidCap Financeil
c/o David E. Lemke
Waller Lansden Dortch & Davis LLP
511 Union Street, Suite 2700
Nashville, TN 37219

ServisFirst Bank
c/o David G. Thompson
Neal & Harwell PLC
1201 Demonbreun Street, Suite 1000
Nashville, TN 37203

Official Committee of Unsecured Creditors
c/o Andrew Sherman
Sills Cummis & Gross, P.C.
One Riverfront Plaza
Newark, NJ 07102

I hereby certify that a copy has been sent via electronic mail to the following participants by email on December 10, 2018:

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