

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re)	
)	Case No. 18-05665
Curae Health, Inc., <i>et.al</i> ¹ ,)	Chapter 11
)	
1721 Midpark Road, Suite B200)	Judge Walker
Knoxville, TN 37921)	
)	Jointly Administered
Debtors.)	

**THE DEADLINE FOR FILING A TIMELY RESPONSE IS: January 2, 2019.
THE HEARING WILL BE: January 11, 2019, at 9:00 a.m. Central Standard Time in
Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.**

**OBJECTION OF TALLAHATCHIE VALLEY ELECTRIC POWER ASSOCIATION TO
ORDER REGARDING PROPOSED SALE OF PANOLA MEDICAL CENTER ASSETS AND
TO CURE AMOUNTS**

Comes Tallahatchie Valley Electric Power Association (“TV”), and respectfully submits this Objection to the Order Granting the Debtors’ Motion to Sell it Panola Medical Center Assets, dated November 30, 2018 (Doc. No. 507) (the “Sale Order”), and specifically, the two (2) Notices of Intent to Assume/Assign Executory Contracts; namely, one (1) filed by the above-captioned Debtors, dated November 30, 2018 (Doc. No. 513), and one (1) filed by the Stalking Horse Bidder [and now the prevailing Purchaser; namely, Progressive Medical Management, LLC (“Progressive”)], dated December 11, 2018 (Doc. No. 549), because neither Notice includes reference to inclusion of executory contracts which TV has with the Debtors and their predecessor in interest for providing electricity to the Panola Medical Center. Without the assumption/assignment of the TV contracts, the payment of cure amounts owed thereunder, and the providing of terms of adequate assurance of

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Curae Health, Inc. (5638); Amory Regional Medical Center, Inc. (2640); Batesville Regional Medical Center, Inc. (7929); Clarksdale Regional Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); and Clarksdale Regional Physicians, LLC (5311).

future performance, the Panola Medical Center will be unable to operate without TV's electricity. In support of this Objection, TV respectfully states as follows:

1. Pre-and post-petition, TV has been providing electricity at multiple accounts to the Debtors at the Panola Medical Center. As for some of the pre-petition invoices and for all post-petition charges to date, TV has issued invoices for the accounts, has sent them to the Debtors, and the Debtors have paid same. However, some of the pre-petition charges to the accounts have not been paid. For the two (2) largest accounts, there exist executory contracts, entered between TV and the Debtors' predecessor in interest, which still are in the name of the predecessor in interest as the customer of record and remain in effect. Under the contracts, there are continuing obligations upon TV and the customer of record which continue to the current time.

Without TV's electricity, the Panola Medical Center will be unable to operate.

2. Pursuant to the procedures set forth in the Motion to Sell the Panola Medical Center Assets and the aforesaid Sale Order, the prevailing Purchaser is Progressive.

3. TV, the Debtors, and Progressive are involved in pending settlement negotiations about the reason for the instant Objection; however, to date, those negotiations have not finalized.

4. Currently, there remain \$188,384.19 of unpaid, pre-petition charges due and owing on the accounts by which TV provides electricity to the Debtors.

5. TV objects to the Sale Order, because TV is not listed therein. TV further objects to the two (2) aforesaid Notices filed by the Debtors and Progressive, to assume and assign executory contracts, because TV is likewise not listed in said Notices. Consequently, there is no cure amount listed for TV, and neither the Debtors nor Progressive has proposed any terms for adequate assurance of future performance for the assumption/assignment of the contracts to Progressive pursuant to the Sale Order and the Motion to Sell the Panola Medical Center Assets. TV requires a large commercial customer such as Curae or Progressive, which seeks to purchase large amounts of electricity required to operate the Panola Medical Center, either to post a two (2) month security

deposit or provide an alternative form of tangible, assurance of payment to help insure that TV will not incur a pecuniary loss if the new customer of record fails to pay for electricity on and after the effective date of the sale of the Panola Medical Center Assets.

6. TV reserves the right to amend and/or supplement this Objection, including, without limitation, to include additional amounts that arise or become known to TV prior to assumption of the TV contracts, to add or supplement Objections, and to raise additional objections.

WHEREFORE, TV respectfully prays as follows:

The Court not approve the Sale of the Motion to Sell the Panola Medical Center Assets until provision is made to: assume/assign the TV contracts to Progressive; pay the cure amount of \$188,384.19 (and unpaid post-petition charges, if any), pursuant to Section 365(b)(1)(A) of the Bankruptcy Code; and provide for the terms of future performance of the TV contracts, pursuant to Section 365(b)(1)(C) of the Bankruptcy Code.

TV requests that the Court grant such other, further, and general relief as is just.

/s/ Thomas H. Forrester

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CERTIFICATE OF SERVICE

I hereby certify that on December 27, 2018, a true and correct copy of the foregoing document was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's electronic filing system. The foregoing document also was served by electronic mail upon the following:

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