

**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 STALKING HORSE PURCHASER'S INTENT TO  
ASSUME EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

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 Stalking Horse Purchaser's Intent to Assume Executory Contracts and Unexpired Leases [Doc. No. 549] (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 notice filed with the court by Batesville [Doc. No. 513] Batesville provided notice of its intent to assume and assign the Lease and listed a proposed cured amount of \$297,581.00.

3. Brentwood filed its objection to the proposed cure amount [Doc. No. 542]. 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.

4. Progressive Medical Management of Batesville, LLC filed the Assumption Notice in which it indicates it intends to assume the Lease, but the Assumption Notice states the cure amount is “0.00.”

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: January 2, 2019.

/s/ Jeremy L. Retherford

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**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing has been filed on the Court’s CM/ECF system on the 2nd day of January, 2018, to all parties receiving electronic notices in this bankruptcy case.

/s/ Jeremy L. Retherford

Of Counsel