

**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
)	Judge Walker
1721 Midpark Road, Suite B200)	Jointly Administered
Knoxville, TN 37921)	
)	Hearing Date & Time: February 21, 2019
Debtors.)	9:00 AM, Courtroom Two

**SUPPLEMENTAL 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 Supplemental Objection to the Order Granting the Debtors’ Motion to Sell the Panola Medical Center Assets, dated November 30, 2018 (Doc. No. 507) (the “Sale Order”), and the two (2) Notices of Intent to Assume/Assign Executory Contracts; namely, one (1) filed by the above-captioned Debtors (“Curae”), dated November 30, 2018 (Doc. No. 513), and one (1) filed by Progressive Medical Management, LLC (“Progressive”), dated December 11, 2018 (Doc. No. 549). In support of this Supplemental Objection, TV respectfully states as follows:

1. Subsequent to the filing of its Objection, dated December 27, 2018 (Doc. No. 601), TV’s counsel has conferred with counsel for Curae and Progressive about either: (a) assuming/assigning the existing executory contracts between TV and Curae and its predecessors in interest to Progressive, including payment of a cure amount and when, and the terms of adequate assurance of future performance; or alternatively, (b) rejection of the existing executory contracts and entering into new executory contracts between TV and Progressive, and the providing of adequate assurance of future performance. The terms to assume/assign the existing executory contracts are

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).

much more favorable to Progressive than entering new executory contracts. Under either alternative, TV requires the payment of certain amounts and the execution of new agreements *prior to* the effective date of the sale of the Panola Medical Center.

2. If Curae rejects the existing executory contracts, then the terms of new industrial power contracts between TV (a non-debtor entity) and Progressive (also, a non-debtor entity) are beyond the scope of the jurisdiction of this Court.

3. To date, no negotiated agreement exists among the parties.

4. Curae and Progressive have notified TV that: (a) the Effective Date of the Sale of the Panola Medical Center from Curae to Progressive is 11:59 PM on February 28, 2019; (b) as of the Effective Date, Curae no longer will be the customer of record for the accounts by which TV now provides electricity at the Panola Medical Center; and (c) Progressive would like to become the customer of record for those accounts.

5. TV is the monopoly provider of electricity to the Panola Medical Center, located in Batesville, MS. No other public utility provides electricity there.

6. Without an executed agreement with Progressive as to the terms by which TV will continue to provide electricity to the Panola Medical Center (including executing all written agreements, payment of the cure amount, if applicable, and payment of a security deposit), TV will terminate providing electricity as of the Effective Date.

7. TV thought it prudent to inquire of this Court why it would approve the sale of a hospital as an ongoing business operation without the provision by Curae and Progressive for the continued providing of electricity.

8. Without TV's electricity, the Panola Medical Center will be unable to operate on and after the Effective Date.

9. TV reserves the right to amend and/or supplement this Supplemental Objection.

WHEREFORE, TV respectfully prays as follows:

The Court not approve the Motion to Sell the Panola Medical Center Assets until provision is made to: either (a) assume/assign the TV/Curae executory contracts to Progressive; pay the cure amount due 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; or (b) prior to permitting the occurrence of an Effective Date, make authorization of the sale of the Panola Medical Center from Curae to Progressive contingent upon Progressive entering all written agreements required by TV and the payment of the security deposit quoted by TV to become the customer of record.

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

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CERTIFICATE OF SERVICE

I hereby certify that on February 12, 2019, 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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