



Charles M. Walker  
U.S. Bankruptcy Judge  
Dated: 2/21/2019



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

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

**AGREED ORDER REGARDING: ASSUMPTION/ASSIGNMENT OF EXECUTORY CONTRACTS AMONG TALLAHATCHIE VALLEY ELECTRIC POWER ASSOCIATION, THE DEBTORS, AND PROGRESSIVE MEDICAL MANAGEMENT OF BATESVILLE, LLC; CURE AMOUNT; AND ADEQUATE ASSURANCE OF FUTURE PERFORMANCE RELATED TO SALE OF PANOLA MEDICAL CENTER**

Before this Court is the Supplemental Objection of Tallahatchie Valley Electric Power Association (“TV”), dated February 12, 2019 (Doc. No. 757) to the Order Granting the Debtors’ Motion to Sell the Panola Medical Center and the Objection of TV, dated December 27, 2018 (Doc. No. 601) 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 of Batesville, LLC (“Progressive”), dated December 11, 2018 (Doc. No. 549). Based upon the signatures of counsel below, and pursuant to Section 365 of the Bankruptcy Code, TV, the Debtors, and Progressive agree: (1) effective on and after 12:01 am prevailing Central time on March

<sup>1</sup> 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).

5, 2019, Progressive is the assignee of three (3) industrial power contracts executed between TV and Curae and its predecessors in interest to provide electricity at the Panola Medical Center, dated February 21, 2001, January 26, 1977, and November 25, 2013 (the “Contracts”); (2) Curae assumes and assigns all of its interests to Progressive under the Contracts; (3) TV consents to the assumption and assignment of the Contracts; (4) Progressive shall pay to TV by wire transfer payment on or before March 4, 2019 the amount of \$150,000.00 as the cure amount for such assumption/assignment (the “Cure Amount”); (5) any remaining claim of TV for the unpaid, pre-petition electric charges it provided to Curae at the Panola Medical Center, as set forth in its general, unsecured claim, dated January 18, 2019 (Claim No. 222), and its Section 503(b)(9) administrative expense claim, dated January 18, 2019 (Claim No. 223), shall be resolved via the claims adjudication process later in this case; (6) pursuant to the terms of the Adequate Assurance Agreement between Curae and TV, dated November 12, 2018 (the “Agreement”), Curae shall be legally responsible to pay for all electric charges provided by TV to the Panola Medical Center between the petition date of August 24, 2018 and March 4, 2019, and Curae shall pay such amounts to TV; (7) as adequate assurance of future performance of the Contracts, Progressive shall pay to TV by wire transfer payment on or before March 4, 2019 the amount of \$45,000.00 as a cash security deposit (the “Security Deposit”), and on or before March 4, 2019, Progressive and TV shall execute an adequate assurance agreement (the “New Agreement”), with terms and provisions comparable to the Agreement; and (8) failure by Progressive to pay timely and fully the Cure Amount and the Security Deposit and to execute the New Agreement shall result in default and the automatic voiding of the assumption/assignment of the Contracts. Therefore

IT IS ORDERED

1. Effective on and after 12:01 AM prevailing Central time on March 5, 2019, Progressive is the assignee of the Contracts.
2. Curae assumes and assigns all of its interests to Progressive under the Contracts.

3. TV consents to the assumption and assignment of the Contracts.
4. Progressive shall pay to TV by wire transfer payment on or before March 4, 2019 the amount of \$150,000.00 as the Cure Amount for such assumption/assignment.
5. Any remaining claim of TV for the unpaid, pre-petition electric charges it provided to Curae at the Panola Medical Center, as set forth in its general, unsecured claim, dated January 18, 2019 (Claim No. 222), and its Section 503(b)(9) administrative expense claim, dated January 18, 2019 (Claim No. 223), shall be resolved via the claims adjudication process later in this case.
6. Pursuant to the terms of the Agreement, Curae shall be legally responsible to pay for all electric charges provided by TV to the Panola Medical Center between the petition date of August 24, 2018 and March 4, 2019, and Curae shall pay such amounts to TV.
7. As adequate assurance of future performance of the Contracts, Progressive shall pay to TV by wire transfer payment on or before March 4, 2019 the amount of \$45,000.00 as a cash security deposit (the "Security Deposit"), and on or before March 4, 2019, Progressive and TV shall execute an adequate assurance agreement (the "New Agreement"), with terms and provisions comparable to the Agreement.
8. Failure by Progressive to pay timely and fully the Cure Amount and the Security Deposit and to execute the New Agreement shall result in default and the automatic voiding of the assumption/assignment of the Contracts.

***This Order Was Signed And Entered Electronically  
As Indicated At The Top Of The First Page***

**Approved for Entry:**

/s/ Thomas H. Forrester

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*Counsel to Progressive Medical  
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### **CERTIFICATE OF SERVICE**

I hereby certify that on this 20<sup>th</sup> day of February 2019, a true and correct copy of the foregoing document was filed electronically. Notice of this filing was 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.

/s/ Thomas H. Forrester  
Thomas H. Forrester