

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

IN RE:

CURAE HEALTH, INC. *et al.*¹

Debtors.

Case No. 3:18-bk-05665

Judge Walker

Chapter 11

JOINTLY ADMINISTERED

OBJECTION TO PROPOSED CURE AMOUNT

Comes now SpecialCare Hospital Management Corporation, a creditor in this case (“SpecialCare”), and files its Cure Objection as required in the Sales Procedure Order (Docket No 260)² as follows:

1. On August 24, 2018, the Debtors commenced various cases under chapter 11 of the Bankruptcy Code (the “Bankruptcy Cases”).
2. Shortly after the commencement Bankruptcy Cases, the Debtors filed the Sale Procedures Motion seeking authority to sell Gilmore Hospital and establishing sale, bidding, and assumption procedures for the sale.
3. SpecialCare is a party to an executory contract with Amory Regional Medical Center, Inc., d/b/a Gilmore Memorial Hospital (“Amory”) as evidenced by that certain *Agreement*

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 Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); and Clarksdale Regional Physicians, LLC (5311)(the “Debtors”).

² Capitalized terms used in this Objection and not otherwise defined shall have the meanings ascribed to them in the *Order (I) Authorizing and Approving Bidding Procedures for the Sale of Gilmore Medical Center, (II) Authorizing the Sale of Gilmore Medical Center Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (III) Approving Stalking Horse Purchaser, Break-Up Fee, and Overbid Protections, (IV) Establishing Certain Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (V) Scheduling an Auction, (VI) Scheduling a Hearing and Objections Deadlines With Respect to the Sale of Gilmore Medical Center, (VII) Approving the Form and Manner of Notice Thereof, and (VIII) Granting Related Relief* (Docket No. 260)(the “Sale Procedures Order”).

*Between Amory Regional Medical Center, Inc., d/b/a Gilmore Memorial Hospital and SpecialCare Hospital Management Corporation dated May 1, 2018 (the “Agreement”).*³

4. Pursuant to Sales Procedures Order, the Debtors filed, on October 29, 2018, that certain *Notice of: (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Lease of Personal Property, and Unexpired Leases of Nonresidential Real Property; and (II) Cure Amounts Related to the Foregoing* (Docket No. 371)(the “Assumption Notice”), and listed the Agreement as one of the executory contracts that may be assumed and assigned by the Debtors upon the sale of Gilmore Hospital.

5. In the Assumption Notice, Debtors have stated that the cure amount under the Agreement is \$11,370.97. SpecialCare objects to this amount.

6. SpecialCare asserts that the correct cure amount under the Agreement is \$28,805.97 (“Cure Amount”). Amory current owes SpecialCare \$11,370.97 for services rendered from July 17, 2018 through July 31, 2018 as set forth on Invoice No. 7424, and \$17,435.00 for services rendered from August 1, 2018 through August 23, 2018, as set forth on Invoice No. 7455. True and correct copies of Invoice Nos. 7424 and 7455 are attached hereto as Exhibit A.

7. The Cure Amount represents fees incurred prepetition under the Agreement and remain outstanding and unpaid. Pursuant to Section 365(b) of the Bankruptcy Code, the Debtors cannot assume the Agreement unless and until the Cure Amount is satisfied.

WHEREFORE, SpecialCare respectfully requests that the Court condition the Debtors’ attempted assumption and assignment of the Agreement upon their tendering the Cure Amount to SpecialCare and for such other and further relief as may be appropriate.

³ Copies of the Agreement will be directly provided to the specific parties listed in numbered paragraph 3 of the Assumption Notice but will not be filed with this Objection.

Respectfully submitted,

/s/ Ronald G. Steen, Jr.

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CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of October 2018, the foregoing *Objection to Proposed Cure Amount* was filed electronically with the Clerk's office by using the CM/ECF system and served electronically via ECF to all the parties registered to receive electronic notice in the case, and served by U.S. Mail, postage prepaid, and email (where indicated) upon the following parties:

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