

Fill in this information to identify the case:

Debtor 1 Busby Companies  
 Debtor 2 \_\_\_\_\_  
 (Spouse, if filing)  
 United States Bankruptcy Court for the: Middle District of Tennessee  
 Case number 18-05665

**FILED**

JAN 03 2019

U.S. BANKRUPTCY COURT  
 MIDDLE DISTRICT OF TN

Official Form 410

**Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>Busby Companies</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Busby Companies</u> Name <u>Po Box 6439</u> Number Street <u>Laurel</u> <u>MS</u> <u>39441</u> City State ZIP Code Contact phone <u>601-428-4014</u> Contact email <u>leonard.busby@busbycompanies.com</u>	Where should payments to the creditor be sent? (if different) <u>Busby Companies</u> Name <u>Po Box 6439</u> Number Street <u>Laurel</u> <u>MS</u> <u>39441</u> City State ZIP Code Contact phone <u>601-428-4014</u> Contact email <u>leonard.busby@busbycompanies.com</u>
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	
		Filed on _____ MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 6547

7. How much is the claim? \$ 1700.00 Does this amount include interest or other charges? ☒ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  
Services performed - digital advertising

9. Is all or part of the claim secured? ☒ No ☐ Yes. The claim is secured by a lien on property.  
Nature of property:  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_  
Basis for perfection: \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
Value of property: \$ \_\_\_\_\_  
Amount of the claim that is secured: \$ \_\_\_\_\_  
Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_  
Annual Interest Rate (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No ☐ Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

12/28/2018  
MM / DD YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name

Leonard

Middle name

Busby III

Last name

Title

President

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

PO Box 6435

Number Street

Laurel

City

MS

State

39111

ZIP Code

Contact phone

601-428-4014

Email

leonard.busby@busbycompanies.com





<input type="checkbox"/> Check this box if the request includes interest or other charges in addition to the principal amount of the request. Attach itemized statement of all interest or additional charges.	
<b>5. Brief description of claim (attach any additional information):</b>  Type(s) of goods received by debtor within twenty (20) days before the August 24, 2018 petition date:  Shipment date of goods:  Place of delivery of goods: <u>Batesville, MS-digital billboard</u>  Method of delivery of goods: <u>Digital advertising</u>  Name of carrier of goods: <u>Busby Companies</u>  Value of goods: <u>1700.00</u>  Whether the value of goods listed in this claim relates to services and goods: <u>Yes- Services</u>  The percentage of value related to services and the percentage of value related to goods: <u>100% Services</u>  Whether claimant has filed any other claim against debtor relating to goods underlying this claim: <u>NO</u>  <u>Attach supporting materials required by field 8 and instructions below.</u>	
<b>6. Credits, setoffs, and counterclaims:</b> All payments made on this claim by the debtor have been credited and deducted from the amount claimed hereon.  <input type="checkbox"/> This claim is subject to setoff or counterclaim as follows:	<b>7. Assignment:</b>  <input type="checkbox"/> Check this box if claimant has obtained this claim by assignment and attached a copy of assignment.
<b>8. Supporting documents:</b> <u>Attach redacted copies of supporting documents</u> , such as promissory notes, purchaser orders, invoices, itemized statements of running accounts, or contracts.  <u>All proofs of claim for 503(b)(9) claims must be accompanied by copies of: (i) the particular invoices, receipts, bills of lading, and similar materials identifying the goods underlying the claim; (ii) any demand to reclaim the goods under 11 U.S.C. § 546(c); and (iii) documents demonstrating the date the goods were actually received by the debtor.</u>  <u>Any claimant asserting a 503(b)(9) claim must certify that the goods were sold in the ordinary course of the debtor's business.</u>  <u>Do not send original documents. Attached documents may be destroyed after scanning.</u> If the documents are not available, explain. If the documents are voluminous, attach a summary.	
<b>9. Date-stamped copy:</b> To receive an acknowledgement of the filing of your claim, submit a copy of your proof of claim in a self-addressed, stamped return envelope along with your original claim.	
<b>10. Signature:</b> Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent (see Bankruptcy Rule 3004). <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor (see Bankruptcy Rule 3005).  I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.	

Print name: Leonard Busby III  
Title: President  
Company: Busby Companies  
Address and telephone number (if different from notice address above):  
(Signature) [Signature] (Date) 12/28/18  
Telephone number: 601-428-4014 Email: leonard.busby@busbycompanies.com

Penalty for presenting a fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.*

##### Definitions.

##### 503(b)(9) Claim.

A 503(b)(9) claim is a claim entitled to treatment in accordance with 11 U.S.C. § 503(b)(9). Specifically, 503(b)(9) claims are those claims for the "value of any goods received by the debtor, within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business."

##### 503(b)(9) Bar Date.

By order of the United States Bankruptcy Court for the Middle District of Tennessee (Nashville Division), all claimants asserting 503(b)(9) claims must be filed electronically using the Court's CM/ECF by January 21, 2019.

##### Claim.

A claim is the creditor's right to receive payment for a debt owed by the debtor as defined in 11 U.S.C. § 101(5).

##### Creditor.

A creditor is a person, corporation, or other entity to whom the debtor owes a debt.

##### Debtor.

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

##### Proof of Claim.

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor. The creditor must file the form with the claims agent retained in this case as provided below.

##### Redacted.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of healthcare goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential healthcare information.

##### General instructions and filing instructions.

1. Please read this proof of claim form carefully and fill it in completely and accurately.
2. Print legibly. Your claim may be disallowed if it cannot be read or understood.
3. The proof of claim form must be completed in English. The amount of the claim must be denominated in United States currency.
4. Attach additional pages if more space is required to complete the proof of claim.



5. This form should only be used by claimants asserting administrative expense claims arising under 11 U.S.C. § 503(b)(9). All other administrative expense claims must be asserted on a separate form.

6. All proofs of claim for 503(b)(9) claims must set forth with specificity: (i) the amount of the claim; (ii) the type(s) of goods claimant asserts were received by the debtor within twenty (20) days before the August 24, 2018 petition date; (iii) the shipment date of the goods; (iv) the date on which the claimant asserts the relevant debtor received the goods; (v) the place of delivery of the goods; (vi) the method of delivery of the goods; (vii) the name of the carrier of the goods; (viii) the alleged value of the goods; (ix) whether the value of the goods listed in the proof of claim represents a combination of services and goods; (x) the percentage of value related to services and the percentage of value related to goods; and (xi) whether the claimant has filed any other claim against the debtor regard the goods underlying this claim.

In addition, all proofs of claim for 503(b)(9) claims must be accompanied by copies of (x) the particular invoices, receipts, bills of lading, and similar materials identifying the goods underlying the claim; (y) any demand to reclaim the goods under 11 U.S.C. § 546(c); and (z) documents demonstrating the date the goods were actually received by the debtor.

Any claimant asserting a 503(b)(9) claim must certify that the goods were sold in the ordinary course of the debtor's business.

7. To be deemed properly filed, this proof of claim must contain an original signature and must be filed electronically using the Court's CM/ECF by **January 21, 2019**. If the claimant has five (5) or fewer proofs of claim, the claimant may mail this proof of claim form, so as to be actually received on or before **January 21, 2019**, to the following address:

Office of the Clerk of the United States Bankruptcy Court  
for the Middle District of Tennessee  
(Nashville Division)  
Customs House Room 170  
701 Broadway  
Nashville, TN 37203

**Items to be completed in proof of claim form.**

**Creditor's name and address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Debtor's name:**

Check the box next to the debtor from whom the debt is owed.

**Account or other number by which creditor identifies debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**1. Basis for claim:**

State the type of debt or how it was incurred. Examples include goods sold and services performed. If the claim is based on delivering healthcare goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential healthcare information. You may be required to provide additional disclosure if an interested party objects to the claim.

**2. Date debt was incurred:**

State the date or dates on which the debt was incurred.

**3. Date goods received by debtor:**

State the date or dates on which the goods underlying the claim were received by the debtor.



**4. Total amount of claim as of the date the debt was incurred:**

State the total amount owed to the creditor on the date or dates on which the debt was incurred. Check the box if interest or other charges are included in the claim.

**5. Brief description of claim (attach any additional information):**

Briefly describe the nature of the claim and attach any additional relevant information. Claimants must provide all requested information, including (i) the amount of the claim; (ii) the type(s) of goods claimant asserts were received by the debtor within twenty (20) days before the August 24, 2018 petition date; (iii) the shipment date of the goods; (iv) the date on which the claimant asserts the relevant debtor received the goods; (v) the place of delivery of the goods; (vi) the method of delivery of the goods; (vii) the name of the carrier of the goods; (viii) the alleged value of the goods; (ix) whether the value of the goods listed in the proof of claim represents a combination of services and goods; (x) the percentage of value related to services and the percentage of value related to goods; and (xi) whether the claimant has filed any other claim against the debtor regard the goods underlying this claim.

**6. Credits, setoffs, and counterclaims:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt. If claim is subject to setoff or counterclaim, check box and provide an explanation.

**7. Assignment:**

Check box and include copy of assignment if claimant obtained claim by way of assignment.

**8. Supporting documents:**

Attach redacted copies of any documents that show the debt exists. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If claim is based on delivering healthcare goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning. If the documents are not available, provide explanation. If the documents are voluminous, attach a summary.

Claimants must provide all requested supporting documentation, including: copies of (x) the particular invoices, receipts, bills of lading, and similar materials identifying the goods underlying the claim; (y) any demand to reclaim the goods under 11 U.S.C. § 546(c); and (z) documents demonstrating the date the goods were actually received by the debtor.

Claimants must certify that the goods were sold in the ordinary course of the debtor's business.

**9. Date and signature:**

The individual completing this proof of claim must sign and date it. FRBP 9011. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). If your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for the purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.



Busby Companies  
P.O. BOX 6439  
Laurel, MS 39441

8/1/2017

Panola Medical Center  
Missy Hopkins  
303 Medical Center Dr  
Batesville, MS 38606

Case 3:18-bk-05665 Claim 165-1 Filed 01/03/19 Desc Main Document Page 9 of 22

# INVOICE

Date	Invoice #
12/4/2017	16547-5

Bill To
Panola Medical Center Missy Hopkins 303 Medical Center Dr Batesville, MS 38606

Service Period	Terms	Due Date	Contract	Acct. Mgr.
12/4 to 12/31	Net 10	12/14/2017		KLB

Billboard Location / Description	Ad Package	Daily Rate	# Days	Amount
Batesville, MS - Hwy 6 Type of Billboard: LED Digital Face ID# CNL131EBR (Eastbound)	Silver	25.44643	28	712.50
Batesville, MS - Hwy 6 Type of Billboard: LED Digital Face ID# CNL132WBR (Westbound)	Silver	12.05357	28	337.50
Sales Tax - Mississippi		7.00%		0.00

<b>Total</b>	\$1,050.00
<b>Payments/Credits</b>	-\$400.00
<b>Balance Due</b>	\$650.00

Remit to:  
Busby Companies  
PO Box 6439  
Laurel, MS 39441





# INVOICE

Date	Invoice #
1/1/2018	16547-6

Bill To
Panola Medical Center Missy Hopkins 303 Medical Center Dr Batesville, MS 38606

Service Period	Terms	Due Date	Contract	Acct. Mgr.
1/1 to 1/28	Net 10	1/11/2018		KLB

Billboard Location / Description	Ad Package	Daily Rate	# Days	Amount
Batesville, MS - Hwy 6 Type of Billboard: LED Digital Face ID# CNL131EBR (Eastbound)	Silver	25.44643	28	712.50
Batesville, MS - Hwy 6 Type of Billboard: LED Digital Face ID# CNL132WBR (Westbound)	Silver	12.05357	28	337.50
Sales Tax - Mississippi		7.00%		0.00

<b>Total</b>	\$1,050.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$1,050.00

Remit to:  
Busby Companies  
PO Box 6439  
Laurel, MS 39441

# Panola Medical Center

Contract #: 16547

**Campaign Contract For:**  
Panola Medical Center  
Missy Hopkins  
Batesville MS Batesville

**Your Account Manager**  
KaTasha Barron  
kbarron@busbycompanies.com  
(601) 428-4014

\*SILVER Packages: 720 Ads Per Day | GOLD Package: 1440 Ads Per Day

## Locations

Location	Size	Package	Live Date	End Date	Auto Renew	Base Price	Discount	28-Day Price	Daily Rate	# Days	Subtotal
Batesville MS - Hwy 6 near I-55 Eastbound CNL131EBR	11.0' H x 22.0' W	Silver	8/14/17	11/5/17	Y	750.00	-5%	712.50	25.45	84	2,137.50
Batesville MS - Hwy 6 near I-55 Westbound CNL132WBR	11.0' H x 22.0' W	Silver	8/14/17	11/5/17	Y	750.00	-55%	337.50	12.05	84	1,012.50

**Campaign Subtotal: \$4,500.00**  
**Discount: - (30.00%) \$1350.00**  
**Campaign Total: \$3,150.00**

## Invoicing Breakdown

**TOTAL PAYMENTS: 4**

1. 8/14/17 - \$1050
2. 9/11/17 - \$1050
3. 10/9/17 - \$1050
4. 11/6/17 - \$1050

## Terms and Conditions

### Renewal of Term

Busby employs a 13 period calendar year, the term of twenty-eight (28) days shall be used as the Standard Periodic Term ("hereinafter "SPT") for all calculations of "term" herein. Under this accounting method, there are thirteen (13) periods comprised of twenty-eight (28) days within a traditional fiscal year. By electronically executing this Agreement, the Advertiser, or its authorized agent, accepts all applicable terms herein and acknowledges that the SPT will automatically renew on the commencement of the subsequent SPT, and the Advertiser's account will automatically be charged the applicable SPT advertising fee until this Agreement expires per its terms. Busby Companies (hereinafter "Busby") must be notified by Advertiser, in writing, as specified hereinbelow, of its decision of nonrenewal. Busby must receive this written notice at least fourteen (14) days prior to the end of term of this Agreement, or applicable SPT, unless customer specifies non-renewal at time of signing this Agreement. In the event Advertiser gives proper and timely notice to Busby that it desires nonrenewal, Advertiser shall nevertheless remain responsible, and liable for payment in full, for the remaining days within the SPT.

### In-Service Date/ Initial Payments

The applicable In-Service Date shall be defined as the date in which the advertisement is scheduled to commence, or in the case of artwork or vinyl, the date of installation.

### General Billing Policies

Busby dedicates great effort to providing each advertising customer an efficient and cost-effective method of billing.

1. The first STP billing must be paid up-front, and will be due five (5) days prior to In-Service Date.
2. If the negotiated advertising duration is less than the SPT, Advertiser must make payment for all contemplated services in-full at least five (5) days prior to In-Service Date.
3. If the negotiated advertising duration is more than the SPT, an invoice for the subsequent SPT will be sent to Advertiser ten (10) days prior to the end of the SPT and said invoice shall be due upon the first day of the following SPT. In the event that payment in full



Laurel, MS 800-268-3260 Physical Address: 1734 Wansley Rd, Laurel, MS 39440  
Mailing Address: P.O. Box 6439, Laurel, MS 39441

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is not made on the first day of the following SPT, Busby shall reserve the right to pause or suspend the delivery of advertising services to Advertiser until said invoice is paid in full.

4. Busby strives to operate as an environmentally conscious vendor, and accordingly, all invoicing will be delivered to Advertiser via a valid email address of authorized agent of Advertiser that is responsible for accounts payable. This Agreement will not be valid, until Advertiser provides Busby with an authorized email and physical mailing address. Advertiser shall be responsible for notifying Busby in the event the billing email address on file becomes no longer valid.

5. Political Advertisers: Due to the uncertainties associated with campaign financing, all Political Advertisers will be required to pay all advertising billing and fees at least five (5) days prior to In-Service Date. Note: Busby and Political Advertiser herein shall have no exclusivity, nor does this Agreement create any agency or fiduciary relationship between Busby and Political Advertiser. If Political Advertiser desires exclusivity, it shall only be effective if and when both Busby and Political Advertiser execute a separate, written Exclusivity Agreement and additional and separate consideration is exchanged. By executing herein, Political Advertiser acknowledges that this Agreement includes no exclusivity, and no agency or fiduciary relationship between the Parties. This Agreement shall control over any oral or written representations that may be made by an employee of Busby.

#### **Acceptable Payment Methods and Policies**

Busby accepts payment in the form of check, money order, or by credit/debit card (transacted through trusted third-party servicer). For all credit/debit card transactions, Busby will generate an invoice via third-party servicer and deliver said invoice to designated agent of Advertiser via email. The third-party servicer utilized will be a secure, transaction facilitator. Advertiser should refer to third-party servicer's policies and procedures for any questions regarding storage of Advertiser's credit/debit card account data. Busby herein makes no warranties regarding storage or safeguarding of Advertiser's credit/debit card account data, and shall not be held liable in the event a security breach occurs.

**Termination.** In the event that the Advertiser wishes to terminate this Agreement and opt out of any future responsibility required here in, there shall be written notice provided to the Company of the Advertiser's wish to discontinue this Agreement. The Company shall have the discretion to grant or deny the Advertiser's wish to terminate within a reasonable manner. In accordance with this Agreement, any discounted rate provided to the Advertiser by the Company shall be forfeited. The Advertiser shall be responsible for the full advertising rate specific to the services provided for in this Agreement. Any and all discounted rates provided to the Advertiser will no longer be applicable, and the Company shall receive back payment for the previously discounted rate. Once the Company has received back payment in full and termination has been granted per the discretion of the Company, the time remaining per this Agreement will be terminated and both parties will be free of any further responsibility. Termination of this kind shall not be granted to Advertisers with delinquent accounts.

**Past Due Accounts.** In the event that Advertiser, breaches this Agreement by non-payment, the Advertiser shall remain responsible for the full advertising rate provided for in this Agreement exclusive of any discounts extended to Advertiser at the execution of this Agreement. If an account becomes past due, within the discretion of the Company, this Agreement shall be considered breached by the Advertiser. The Advertiser shall receive notice of an account in which has become fourteen (14) days past due and shall be subject to all Late Fees per the terms of this Agreement. Upon notice Advertiser shall have the opportunity to remedy the past due status of the account by immediate payment including any and all applicable Late Fees. If Advertiser's account has remained in delinquent status for 60 days, the Company shall have the right to pause the service and advertisement provided for in this Agreement. If Advertiser's account has not been made current and has remained delinquent for 90 days, Advertiser shall be subject to formal collections and necessary legal action for not only the outstanding balance but also the account balance for the entire life of this Agreement. Advertiser shall be responsible for all attorney's fees, court costs, and collection costs associated with this process.

**Late Fees.** An account that has become fourteen (14) days delinquent for non-payment, shall be subject to Late Fees. A fee of 10% of the existing unpaid balance shall be charged to any account that has become past due for fourteen (14) days or more. Advertiser shall be liable for the previously invoiced balance(s) as well as any Late Fees accrued while the account remained unpaid. Payment is due per the payment terms laid out in this Agreement. The Company shall have discretion to waive applicable Late Fees for any reason the Company so chooses. The Company shall have the exclusive right to deny a waiver of Late Fees, and the Advertiser shall be held responsible for these Fees in full.

**Credit and Debit Card Payments.** Advertiser shall be responsible for any credit card processing fees in addition to the fees already negotiated and laid out here in. Busby shall not be responsible for any fees associated with the use of credit/debit card transactions through a third-party serviceable; instead these fees will be invoiced to Advertiser. In the event that credit/debit card account data provided by Advertiser is inadequate or provided for five (5) days after the payment due date has passed, Busby reserves the right to charge interest per day at a rate reasonable to amount due by Advertiser provided for in this contract.

#### **Breach of Agreement**

Differentiation from any of the above-described Billing Policies will be considered a breach of this Agreement. Further, Advertiser will pay Busby within ten (10) days after receipt of the invoice for, which shall be the first date of the subsequent SPT. If not paid on the first day of the subsequent SPT, Busby, at its option, may declare the entire agreement in breach and pursue the entire amount that would be due over the life of the agreement (e.g. If Advertiser has a 6 month agreement and breaches in month 2 of the agreement, Busby may declare entire agreement in breach and seek the outstanding amount on the 6 month agreement). If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will be liable to Busby for its collection costs, including, but not limited to, reasonable attorney's fees plus monthly interest at the rate of 10% of the outstanding balance of Advertiser, accruing on SPT. Delinquent payment will be considered a breach of this Agreement. Non-designated payments will be applied to the oldest invoices outstanding.

#### **Artwork Approval / Copy Acceptance**



Laurel, MS 800-268-3260

Physical Address: 1734 Wansley Rd, Laurel, MS 39440  
Mailing Address: P.O. Box 6439, Laurel, MS 39441

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Busby, by renting space to Advertiser, does not endorse, recommend or otherwise encourage the use of Advertiser's product. Busby reserves the right to make a determination if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Busby reserves absolute discretion to reject or remove any copy, at any time.

#### **Copyright/Trademark**

Busby, by renting space to Advertiser, does not endorse, recommend or otherwise encourage the use of Advertiser's product. Busby reserves the right to make a determination if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Busby reserves absolute discretion to reject or remove any copy, at any time.

#### **Assignment**

Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without prior written consent of Busby.

#### **Out of Service**

Acceptance of this contract by Busby will be conditioned-upon the prior sale and/or availability of any displays specified. If a location specified in this contract becomes unavailable for any reason during the term of this contract, it may be replaced, at Busby's sole discretion, by a location of equal advertising value, or at Busby's option, this contract may immediately be terminated and/or cancelled without further liability to Advertiser. In the event any display covered by this contract becomes unavailable, either temporarily or permanently, the Advertiser agrees to accept, as compensation for the loss in advertising service, an extension of the contract term beyond the termination date for a period sufficient to equal the period of advertising service lost and/or a service credit, at Busby's sole discretion. Advertiser agrees that any alleged loss of business or business revenue associated to or related with the period of unavailable advertising service is wholly speculative and, as such, Advertiser hereby agrees to waive any claims, suits or causes of action against Busby's for said loss in return for Busby providing the advertising services herein. In the event that a tri-face or LED display is not repaired or placed back in service within 5 working days from notification by Advertiser to Busby, a credit will be issued to Advertiser as per the terms specified herein.

#### **Holiday/After-Hours Service**

Busby maintains regular business service from 8 a.m. until 5 p.m., Monday through Friday. Busby recognizes and adheres to all federal holidays set forth in 5 U.S.C. 6103. In the event Advertiser requires emergency or after-hours service, Advertiser will be responsible for additional costs and fees at an amount to be determined on a case-by-case basis.

#### **Ownership**

Advertising structure is and shall remain at all times the property of Busby, and it is understood that Busby shall have the right to remove it if, for any reason, it becomes necessary to do so.

#### **Technology Change**

Busby reserves the right at any time during the term of this contract to convert the billboard from its present technology to any other outdoor advertising technology (e.g., Tri-Vision, Vinyl, LED Digital or any newly developed technology) and to terminate this contract upon thirty (30) days advance notice to Advertiser. In such event, Advertiser will be given a first right of refusal to enter into a new billboard contract at this location at the new market rate based upon the converted technology.

#### **Written Notice**

Any requirement of written notice under this contract shall mean that notice be in writing and mailed, via certified mail, return receipt requested, to the addresses of the parties listed on this contract or such other addresses as the parties may later designate. Written approval and/or consent by Busby shall not be effective until said approval and/or Advertiser receives consent. For purposes of a notice of termination, the date of mailing, and not the date of receipt, shall be considered the date notice of termination was provided.

#### **Disputes**

This Agreement has been entered into and executed within the Second Judicial District of Jones County, State of Mississippi. In the event any action or suit is brought to enforce or clarify any of the terms and/or conditions of this Agreement, the venue of such said suit or action shall be brought in the Second Judicial District of Jones County, State of Mississippi unless Busby provides Advertiser and/or its attorney with written consent, prior to suit being filed, to a venue other than the Second Judicial District of Jones County, State of Mississippi.

#### **Mailing Lists: Information Collected, How It Will Be Used**

Busby will provide to Advertiser, upon Advertiser's consent, mailings (regular and/or digital) providing news, updates, and promotional materials to Advertiser. Said mailing lists and Advertiser contact information will not be shared with any third party, and shall only be used for marketing and informational purposes. Advertiser may opt-in or opt-out from said mailing list at its discretion.

#### **Entire Agreement**

This Agreement, all pages contained herein, constitutes the entire agreement between Busby and Advertiser. Busby shall not be bound by any stipulations, conditions, or agreements, oral or written, not set forth in this contract.

#### **Waiver**

Busby's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

#### **Severability**

If any provision of this Agreement or its application to any party or circumstance is restricted, prohibited, or unenforceable, such provisions shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition, or unenforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provision in any other jurisdiction or its application to other parties or circumstances.

#### **Exclusivity**



Laurel, MS	800-268-3260	Physical Address: 1734 Wansley Rd, Laurel, MS 39440 Mailing Address: P.O. Box 6439, Laurel, MS 39441
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Ratification of this Agreement in no form or fashion creates any exclusivity between Busby and Advertiser. Busby shall be free to do business with any business, individual, political candidate, or cause, subject to Busby's determination that the advertisement is in good taste and within the moral standards of the individual communities in which it is to be displayed. Furthermore, this Agreement creates no agency relationship between Busby and Advertiser, nor any fiduciary relationship in any form.

Digital Advertisements are computer-generated and played on a content loop. Busby makes no warranty, express or implied, that a competitor or competitors of Advertiser will not have digital advertisements placed on the same digital billboard.

From time to time, subject to Busby's discretion, Busby may agree to an Exclusivity Agreement with Advertiser. If desired by both Busby and Advertiser, any exclusivity shall be set forth in a separate, written agreement that includes separate consideration and additional fees from the terms contained herein. In the event an Exclusivity Agreement is reached, it shall not create an agency or fiduciary relationship between Busby and Exclusive Advertiser. Any separate Exclusivity Agreement shall only be valid if Leonard Busby, III, executes said Exclusivity Agreement.

#### **Acceptance of Contract**

The execution of this Agreement by advertiser shall constitute an offer to contract. Busby will not consider the offer complete until such time as Advertiser tenders payment of all required initial costs. Advertiser's execution herein shall not act as a hold on any advertising space. This contract shall be deemed to have been fully executed and its terms and conditions enforceable only upon the written acceptance by an authorized officer of Busby. Advertiser hereby acknowledges that the Busby representative receiving this Agreement is not authorized to accept this Agreement nor bind Busby to its terms in any way. Advertiser hereby consents and grants to Busby the right to investigate and inquire as to financial status and credit worthiness of Advertiser, before or after commencement of this Agreement. Advertiser also hereby authorizes any bank, credit agency, or other financial institution to divulge financial information to Busby after formal written request by Busby.

## **Vinyl/Tri-Vision Billboards**

### **Artwork Approval**

All artwork or printed vinyl must be approved a minimum of fifteen (15) days prior to commencement of this Agreement. Advertiser shall be responsible for the cost of the full display period contained in this Agreement, even if the bulletin cannot be displayed for the full contract period due to Advertiser's failure to approve artwork or printed vinyl. Advertiser will also be responsible for the cost of the full display period contained in this Agreement, in the event Advertiser's delivery of printed vinyl does not occur at least five (5) days prior to commencement of this Agreement.

### **Customer-Provided Production**

The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for the cost of the full Display Period in the event production does not reach Busby at least five (5) days prior to commencement of this Agreement and Display Period. All materials must be produced in compliance with Busby production specifications including, but not limited to, correct size, bleed, pocket and must come with a 60 day warranty against fading and tearing. Advertiser shall bear all liability for Advertiser's failure to meet these production specifications, and Advertiser shall be subject to the cost of the full Display Period whether artwork or vinyl is placed on the commencement date of this Agreement, or delayed.

### **Production Charges**

Production charges are billed net and not subject to agency commission or discount. Production time is typically ten (10) working days from artwork approval. Production lead-time is subject to change. See Quote details for production cost.

### **Installation**

Installation charges are billed net and not subject to agency commission or discount. A leeway of ten (10) working days from the initial service date is required to complete the installation of all non-digital displays. See Quote details for installation cost.

### **Removal of Advertising Materials**

In the event Advertiser elects to not renew advertising term, and Busby has not secured a subsequent customer for the particular location, Advertiser shall be responsible for all removal costs attributable to removal of the vinyl faces and disposal of same. If Advertiser attempts to breach this Agreement before the expiration of the agreed term, Advertiser shall be responsible for all costs attributable to removal of the vinyl faces and disposal of same in addition to all other fees and costs associated with said breach.

### **Materials/Storage**

Production materials will be held at customer's written request. Storage fees may apply at the discretion of Busby. Busby will provide Advertiser an estimated storage fee, if applicable.



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## Billboard Enhancements

Cutouts/extensions, where allowed, are limited in size to five (5) feet above and two (2) feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum thirteen (13) periods.

## Service Interruptions

If Busby is prevented from posting or maintaining any of the spaces by causes beyond its control, of whatever nature, including, but not limited to: fire loss, acts of God, strikes, work stoppages, picketing, court orders, landowner lease interference, damage or destruction of any of the spaces, or in the event Busby is unable to deliver any portion of the service required in the Agreement, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Busby for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m or \_\_\_\_\_. Busby may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be a value equal to the amount of such credit.

## Digital Billboards - Conditions

### Late Artwork

Advertiser agrees to provide Busby with approved digital artwork a minimum of five (5) days prior to the commencement (In-Service) date of each digital face selected in this Agreement. Advertiser shall be responsible for the full Display Period even if the billboard cannot be displayed for the full contract period due to late delivery artwork or late artwork approval. Advertiser will be billed, whether by invoice or credit/debit card transaction five (5) days prior to commencement (In-Service) date, whether approved artwork has been submitted, or not. Busby reserves absolute discretion to deny content from display, whether approved by Advertiser, or not.

### Customer Supplied Content

When Advertiser desires digital advertising from Busby featuring images, photographs, graphics, text, data or other media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"): the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC. Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing and Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC. Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations. Advertiser shall be solely responsible for the truthfulness, accuracy, integrity and lawfulness of the CSC and/or Third Party CSC. Advertiser shall defend, cover, indemnify and hold Busby harmless for all loss, expenses or damages, of whatever nature, which may be incurred by Busby as a result of any claims or actions in connection with Busby or Busby affiliates and subsidiaries for the use of the CSC or Third Party CSC. Claims or Actions include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Busby and its affiliates or subsidiaries. Advertiser hereby grants Busby a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works, which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants Busby such trademark license right as may be necessary for Busby to use the CSC and Third Party CSC on its digital displays.

### Content Services

- For the purposes of this Section, the following definitions apply: Images are Advertiser-provided graphics to be used on Digital Billboard; Artwork(s) are Busby-designed graphics provided to and approved by Advertiser, to be used on Digital Billboard.
- Generally the Advertiser is expected to provide its own advertising images. Busby can provide artwork at 10.00 per artwork (subject those packages which include artworks, as detailed herein). Advertiser can avoid incurring additional artwork fees by providing its own images.
- Quantity of ad/artwork Advertiser will receive included in its fee is determined by the package contracted for. (e.g., Gold is allowed two (2) artworks, per face contracted, per SPT; Silver is allowed one (1) artwork, per face contracted, per SPT; and the Time Share package carries an initial \$10.00 per artwork charge, and an additional \$10.00 per artwork charge in the event Advertiser seeks revisions.
- Advertiser can select to utilize customer interface and template graphics. Advertiser must check with account executive for feature availability.
- Any changes to content occurring during after-hours or holidays will be subject to additional costs.
- Any one-time display message that interrupts regular In-Service display will be subject to additional costs.



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## Digital Service Interruptions

Busby Companies will strive to provide Advertisers with 100% of the plays contracted for. However, due to problems with power interruptions, internet outages, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Busby Companies is guaranteeing a minimum of one (1) ad copy/image will be displayed an average of 95% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss service. For purposes of determining whether a credit is due, the average number of guaranteed spots per day will be measured over the duration of the contract, e.g., during a four week contract, the available spots during SPT will be calculated and 95% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Busby has provided 95% or greater of available spots, then no credit will be due.

## Discounted Packages Terms and Conditions

Any discount package offered is purely discretionary by Busby. If Busby offers Discounted Advertiser a discounted package, Discounted Advertiser, hereby consents that in the event another customer paying full advertising price contracts with Busby, then Discounted Advertiser understands and agrees that Discounted Advertiser's plays will be paused so as to accommodate the full-price customer. Busby will notify Discounted Advertiser in the event Discounted Advertiser's plays are paused via automated email. Discounted Advertiser will also be notified via automated email when Discounted Advertiser's plays resume when space becomes available. The term of the Agreement between Busby and Discounted Advertiser shall remain unchanged, however, Discounted Advertiser will not be billed for the time that its plays were paused.

## Digital Ad Packages per Face

Ad Package	Description/Ad Requency	Estimated Ad Rotations per Day	Qty. of Images Allowed	Qty. of Busby Artwork(s) Provided
Gold	Qty. One (1) - Eight (8) second Ad every minute	Qty. 1440 - 8 Second Ads	Qty. Four (4)	Qty. Two (2)*
Silver	Qty. One (1) - Eight (8) second Ad every OTHER minute	Qty. 720 - 8 Second Ads	Qty. Two (2)	Qty. One (1)*
Time Share	Time Share Space - Time to be shared equally between other time share customers (Max Customers 6) - Customer could potentially play as much as Silver Package based on space and demand.	Max: 720/Min: 120 - 8 Second Ads	Qty. One (1)	Subject to \$10.00 charge per artwork designed by Busby

\*number of artworks included in package per face; any additional artwork that Busby designs for Advertiser will be subject \$10.00 per artwork.

Advertiser authorizes and instructs Busby to display in good and workmanlike manner, and to maintain for the terms set forth below, outdoor advertising displays described below or on the attached list. In consideration thereof, Advertiser agrees to pay Busby Companies all the contracted amounts per the payment terms set forth in this agreement. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Busby Companies that he/she is the **(Officer/Title)** of the Advertiser and is authorized to execute this contract on the behalf of Advertiser.

BUSBY COMPANIES  
PRINT: KaTasha Barron

COMPANY: Panola Medical Center  
PRINT: Missy Hopkins

Contract was digitally signed:  
By: Missy Hopkins  
On: 2017-08-09 11:22:23  
IP: 204.227.140.116

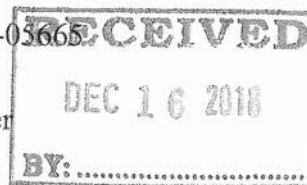


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Mailing Address: P.O. Box 6439, Laurel, MS 39441

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

In re:	)	
	)	Chapter 11
Curae Health, Inc., <i>et al.</i> <sup>5</sup>	)	Case No. 18-05665
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921	)	
Debtors.	)	Jointly Administered



**NOTICE OF DEADLINES FOR FILING CERTAIN  
ADMINISTRATIVE EXPENSE CLAIMS AGAINST THE DEBTORS**

On August 24, 2018 (the “**Petition Date**”), Curae Health, Inc. *et al.* (the “**Debtors**”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the “**Bankruptcy Code**”).

PLEASE TAKE NOTICE THAT on December 11, 2018, the United States Bankruptcy Court for the Middle District of Tennessee (Nashville Division) (the “**Court**”) entered an order (the “**Bar Date Order**”) in the Debtor’s chapter 11 Case establishing the following:

- i. January 21, 2019 as the general bar date (the “**General Bar Date**”), the deadline for all entities and persons (as each is defined in Bankruptcy Code sections 101(15) and 101(41) (each an “**Entity**” and together, “**Entities**”) holding or wishing to assert an unsecured or secured, priority, or nonpriority claim (as defined in Bankruptcy Code section 101(5)) against the Debtors or the Debtors’ bankruptcy estates arising or accruing prior to the Petition Date (each a “**Claim**”), to submit a proof of claim with respect to such Claim, by filing Official Bankruptcy Form 410;
- ii. February 20, 2019 as the governmental bar date (the “**Governmental Bar Date**”), the deadline for governmental entities to submit a proof of claim against the Debtors or the Debtors’ estates (each a “**Governmental Claim**”);

<sup>5</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); and Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); Clarksdale Regional Physicians, LLC (5311).



iii. January 21, 2019 as the 503(b)(9) bar date ("**503(b)(9) Bar Date**", together with the Governmental Bar Date and the General Bar Date, the "**Bar Dates**"), the deadline for all entities and persons to submit a proof of claim against the Debtors or the Debtors' estates for a 503(b)(9) Claim (defined below), by submitting the 503(b)(9) Proof of Claim Form as provided below;

iv. Approving the use of administrative expense proof of claim form substantially in the form attached to the Proposed Order as **Exhibit 1**, and approving the form of the notice of the General Bar Date attached to the Proposed Order as **Exhibit 2** (the "**503(b)(9) Bar Date Notice**") and the manner of notice of the 503(b)(9) Bar Date Notice.

For purposes of this notice, an 503(b)(9) Claim shall be any claim arising pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code that was incurred, accrued, or arose during the period from and including 20 days before the Petition Date and entitled to an administrative expense priority under section 503(b)(9) of the Bankruptcy Code (each a "**503(b)(9) Claim**"). This definition is for illustrative purposes only and without prejudice to the Debtors or any other party in interest's right to assert that any claim or cause of action entitled to priority pursuant to section 503(b)(9) of the Bankruptcy Code was required to be filed by the 503(b)(9) Bar Date.

With respect to 503(b)(9) Claims, claimants are required to submit a proof of claim in the form of the 503(b)(9) Claim form attached to the Bar Date Order as **Exhibit 1** that sets forth with specificity:

- a. the amount of the claim;
- b. the type(s) of goods received by Debtors within twenty (20) days before the Petition Date;
- c. the shipment date of goods;
- d. the place of delivery of goods;
- e. the method of delivery of goods;
- f. the name of carrier of goods;
- g. the alleged value of goods;
- h. whether the value of goods listed in this claim relates to services and goods;
- i. the percentage of value related to services and the percentage of value related to goods; and

- j. whether claimant has filed any other claim against Debtors relating to goods underlying its 503(b)(9) claim.

All proofs of 503(b)(9) Claims must be accompanied by (i) the particular invoices, receipts, bills of lading, and similar materials identifying the goods underlying the claim; (ii) any demand to reclaim the goods under 11 U.S.C. § 546(c); and (iii) documents demonstrating the date the goods were actually received by the Debtors. Finally, any claimant asserting a 503(b)(9) Claim must certify that the goods were sold in the ordinary course of the Debtor's business.

Nothing in the Bar Date Order affects holders of administrative expense claims arising pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code that were incurred, accrued, or arose after the Petition Date. Debtors intend to file a second motion setting a bar date for such claims.

Any documents supporting or evidencing a 503(b)(9) Claim should be attached to the proof of claim. Failure to attach such supporting documents may form the basis of an objection or disallowance of such Claim. Proofs of claim for 503(b)(9) Claims must be submitted separately and shall not be asserted on the same proof of claim as other Claims.

Notwithstanding the foregoing, the following claimants need not file a Proof of Claim prior to the applicable Bar Date:

- (a) Any entity that has already properly filed a motion requesting allowance on account of a claim arising under section 503(b)(9) of the Bankruptcy Code;
- (b) Any Entity (i) that agrees with the nature, classification, and amount of his, her, or its Claim as set forth in the Schedules, and (ii) whose Claim against the Debtors is not listed as "disputed," "contingent," or "unliquidated" in the Schedules;
- (c) Any entity that has already properly filed a Proof of Claim asserting a Claim or Governmental Claim;
- (d) A holder of a 503(b)(9) Claim that previously has been allowed by order of the Court; and



(e) A holder of a Claim, Governmental Claim, or 503(b)(9) Claim that has been paid in full by the Debtors pursuant to the Bankruptcy Code or in accordance with an Order of the Court.

**You should not file a 503(b)(9) Claim if you do not hold a 503(b)(9) Claim. The fact that you received this notice does not necessarily mean that you hold a 503(b)(9) Claim or that either the Debtors or the Court believes that you hold a 503(b)(9) Claim.**

Pursuant to the terms of the Bar Date Order, and except as otherwise provided herein, each person or entity that holds or asserts an 503(b)(9) Claim must file a proof of claim form with original signature, substantially conforming to the 503(b)(9) Proof of Claim Form, attached to the Bar Date Order, as follows:

A claimant or an authorized agent of the claimant must file a 503(b)(9) Proof of Claim either: (a) electronically through the Court's CM/ECF website at: <https://ecf.tnmb.uscourts.gov> or (b) if a claimant has five (5) or fewer Proofs of Claim in all the Chapter 11 Cases, such claimant may file the Proofs of Claim by mailing delivering by overnight courier or messenger to Bankruptcy Clerk's Office, Customs House Room 170, 701 Broadway, Nashville, TN 37203.

Proofs of Claim will be deemed timely filed only if actually received by the Clerk's Office on or before the applicable Bar Date. Further, neither the Debtors nor the Clerk's Office are authorized to accept any Proofs of Claim sent by facsimile, telecopy, or e-mail, and such claims will not be deemed to be properly filed claims.

Copies of the Bar Date Order are available for inspection during regular business hours at the Office of the Clerk, United States Bankruptcy Court for the Middle District of Tennessee (Nashville Division), Customs House Room 170, 701 Broadway, Nashville, Tennessee 37203. In addition, copies of the Bar Date Order may be viewed and downloaded for a fee at the Bankruptcy Court's website (<http://ecf.tnmb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

The Debtors and/or any party in interest reserves the right to dispute or assert offsets or defenses against any filed Claims, Governmental Claims, or 503(b)(9) Claims on any grounds.

**RECIPIENTS OF THIS NOTICE SHOULD CONSULT AN ATTORNEY IF SUCH RECIPIENT HAS ANY QUESTIONS REGARDING ANY CLAIM IT MAY HAVE AGAINST THE DEBTORS, INCLUDING WHETHER SUCH RECIPIENT SHOULD FILE AN 503(b)(9) PROOF OF CLAIM TO PROTECT ITS INTERESTS.**

Dated: December 11, 2018.  
Nashville, Tennessee

**POLSINELLI PC**

/s/ Michael Malone

Michael Malone  
401 Commerce Street, Suite 900  
Nashville, TN 37219  
Telephone: (615) 259-1510  
Facsimile: (615) 259-1573  
[mmalone@polsinelli.com](mailto:mmalone@polsinelli.com)

-and-

David E. Gordon (*Admitted Pro Hac Vice*)  
Caryn E. Wang (*Admitted Pro Hac Vice*)  
1201 West Peachtree Street NW  
Atlanta, Georgia  
Telephone: (404) 253-6000  
Facsimile: (404) 684-6060  
[dgordon@polsinelli.com](mailto:dgordon@polsinelli.com)  
[cewang@polsinelli.com](mailto:cewang@polsinelli.com)

*Counsel to the Debtors and  
Debtors in Possession*



# MIDDLE DISTRICT OF TENNESSEE

## Claims Register

[3:18-bk-05665 Curae Health Inc.](#)

**Judge:** Charles M Walker      **Chapter:** 11  
**Office:** Nashville      **Last Date to file claims:** 01/21/2019  
**Trustee:**      **Last Date to file (Govt):**  
*Creditor:* (6717900)      **Claim No:** 165      *Status:*  
 BUSBY COMPANIES      *Original Filed*      *Filed by:* CR  
 PO BOX 6439      *Date:* 01/03/2019      *Entered by:* Intake1  
 LAUREL, MS 39441      *Original Entered*      *Modified:*  
    *Date:* 01/03/2019

Amount claimed: \$1700.00

*History:*

[Details](#)    [165-1](#)    01/03/2019 Claim #165 filed by BUSBY COMPANIES, Amount claimed: \$1700.00 (Intake1)

*Description:* (165-1) Services performed - digital advertising

*Remarks:*

### Claims Register Summary

**Case Name:** Curae Health Inc.  
**Case Number:** 3:18-bk-05665  
**Chapter:** 11  
**Date Filed:** 08/24/2018  
**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$1700.00
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	Claimed	Allowed
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		