

**Fill in this information to identify the case:**

Debtor 1 <u>Amory Regional Medical Center, Inc.</u>
Debtor 2 (Spouse, if filing)
United States Bankruptcy Court <b>MIDDLE DISTRICT OF TENNESSEE</b>
Case number: <b>18-05675</b>

FILED  
U.S. Bankruptcy Court  
MIDDLE DISTRICT OF TENNESSEE  
1/21/2019  
MATTHEW T. LOUGHNEY, Clerk

**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**

<b>1. Who is the current creditor?</b>	<u>HENRY SCHEIN</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>HENRY SCHEIN</u> Name  <u>135 DURYEA ROAD</u> <u>MELVILLE, NY 11747</u>  Contact phone <u>631-843-5769</u> Contact email <u>abe.thomas@henryschein.com</u>  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	_____ Name  _____ Contact phone _____ Contact email _____
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<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?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>7035</u>
7. How much is the claim?	\$ <u>702.34</u> <b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> 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 healthcare information. <u>Goods Sold</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____  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.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

<b>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	<b>Amount entitled to priority</b>
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> 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).	\$ _____
	<input type="checkbox"/> 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).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> 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 1/21/2019  
MM / DD / YYYY

/s/ Abraham Thomas

Signature

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

Name Abraham Thomas

First name Middle name Last name

Title Shared Services Credit Analyst

Company Henry Schein Inc

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

Address 135 Duryea Road

Number Street

Melville, NY 11747-3834

City State ZIP Code

Contact phone 631-843-5769 Email abe.thomas@henryschein.com

Debtor: 2367035 Gilmore Memorial Reg Med Ctr.

Invoice Date	Type	Invoice#	1-inv/ 2-backord	Doc#	PO#	Gross Amt	Open Amt	
8/17/2018	RI	56448610	01	56448610	01909	\$1,473.23	\$702.34	
					<b>TOTAL =</b>	<b>1,473.23</b>	<b>702.34</b>	<b>0.00</b>



Corporate Office  
135 Duryea Road  
Melville, NY 11747

Customer Service  
1-800-472-4346

**Invoice**

Invoice #	:	56448610
Invoice Date	:	08/17/18
Amount	:	1,473.23
Terms	:	Statement date + 20 days
Due Date	:	09/21/18

Address Service Requested

Bill To:

Page 1 of 2

Gilmore Memorial Reg Med Ctr  
1105 Earl Frye Blvd  
Amory, MS 388215500

Ship To / Sold To:

Gilmore Memorial Reg Med Ctr  
1105 Earl Frye Blvd  
Amory MS 388215500

Cust # : 02367035	Ship Date : 08/17/18	Sls Ord # : 66979857
Cust P O # : 01909	Ship Via : UPS JACKSON MS SORT ZN 2	Sls Ord Dt : 08/17/18
		Sls Rep : E454

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
7770454	6	0	3/Pk	RelyX Luting Plus Automix Value Pac	228.6000	1,371.60	T
** special contract price **							
Please refer to back of paperwork for Disclosures/Terms of Sale							
This order has been processed by our Southwest Dist Ctr HSI, 1001 Nolen Dr Ste 400, Grapevine, TX 760518623							

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.  
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	1,371.60
Tax	96.38
Shipping and/or Handling	5.25
<b>Total Amount</b>	<b>1,473.23</b>

Tax ID # 11-3136595 DUNS # 01-243-0880

Remittance Section



010000236703556448610110000000001473230817180

Cust #	:	02367035
Invoice #	:	56448610
Invoice Date	:	08/17/18
Amount	:	1,473.23
Terms	:	Statement date + 20 days
Due Date	:	09/21/18

Remit To:

Henry Schein  
Dept CH 10241  
Palatine, IL 60055-0241

Please put your account number on the check.

# Medical Terms & Conditions

## THE HENRY SCHEIN PRICE POLICY:

We endeavor to maintain prices for the duration of a catalog, but we reserve the right to make price adjustments in response to manufacturers' price increases or extraordinary circumstances. Prices are subject to change without notice.

Henry Schein, Inc. ("Henry Schein") and customer agree that the terms and conditions hereinafter set forth shall govern the relationship between Henry Schein and the customer to the extent that the parties do not have a written agreement in effect that conflicts with such terms and conditions. Customer acknowledges and accepts all such terms and conditions by placing an order for goods with Henry Schein, and upon Henry Schein's delivery of the order to the customer.

## DISCOUNTS, REBATES AND DISCLOSURES:

Invoice or statement prices may reflect or be subject to a bundled discount or rebate pursuant to a purchase offer, promotion, or discount program. You must fully and accurately report to Medicare, Medicaid, Tricare and/or any other federal or State program, upon request by such program, the discounted price(s) or net price(s) for each invoiced item, after giving effect to any applicable discounts or rebates, which price(s) may differ from the extended prices set forth on your invoice. Accordingly, you should retain this invoice and all relevant information for your records. It is your responsibility to review any agreements or other documents, including offers or promotions, applicable to the invoiced products/prices to determine if your purchase(s) are subject to a bundled discount or rebate. Any such discounts must be calculated pursuant to the terms of the applicable purchase offer, promotion, or discount program. Participation in a promotional discount program is only permissible in accordance with discount program rules. By participation in such program, you agree that, to your knowledge, your practice complies with the discount program requirements.

## DELIVERY TERMS:

Unless otherwise agreed, freight terms are FOB Shipper's Dock ("Ex Works" outside North America). Title passes at the time the shipment is loaded at the shipper's dock, Continental U.S.:

All orders will be subject to a handling charge. This charge includes freight, except for additional carrier charges related to special delivery services and hazardous material shipments. Special orders are subject to additional freight charges.

### Alaska, Hawaii & Pacific Protectorates:

Standard shipping methods provide direct, reduced cost, expedited air delivery service to all accounts in Alaska and Hawaii. Customers in the Pacific Protectorates are offered direct surface transport, or postal services for reliable delivery.

No additional surcharges apply, except when special services are requested. Low-level hazardous items (dangerous goods in accepted quantities and Consumer Commodity ID 8000) are now available via UPS 2nd-day air.

### Guam, Puerto Rico, U.S. Trust Territories & Virgin Islands:

● All orders will be subject to a handling charge. This charge includes freight through the United States Postal Service (USPS).

● Special delivery orders and hazardous material shipments can be shipped via United Parcel Services (UPS) for an additional charge. No minimum order amount or weight applies. Speak to your International Representative for details.

### Outside U.S. (50 states):

If your order is being shipped outside the U.S. (50 states), please refer to the International Terms & Conditions at henryschein.com. Unless otherwise agreed, freight terms are FOB Shipper's Dock ("Ex Works" outside North America).

Title passes at the time the shipment is loaded at the shipper's dock. Customer is responsible for compliance with any applicable import requirements.

## RX PRODUCTS & CONTROLLED SUBSTANCES:

Regulations require us to limit the sale of Rx and controlled substances only to registered, licensed healthcare professionals. If you are a new customer or have recently moved, please furnish us with a copy of your updated state DEA registration. For controlled substances, furnish a copy of your DEA registration verifying your shipping address.

Please note that all orders for controlled substances are subject to a due diligence review process. Schedule II controlled substances can be ordered electronically or by mail.

For information on our Controlled Substance Ordering System please visit [www.henryschein.com/e222](http://www.henryschein.com/e222); if you prefer to continue using Federal 222 Forms to order Schedule II controlled substances, please mail the form to:

Henry Schein, Inc. ● Suite 300, 5315 West 74th Street ● Indianapolis, IN 46268

## REGULATORY REQUIREMENT:

Local regulatory requirements may apply to use or installation of certain products. Be sure to understand and comply with any such requirements prior to purchase, use, or installation of products.

To arrange for a product return, simply call Customer Service as noted below:

### Henry Schein Medical

Customer Service: 1.800.472.4346 8am9pm, et.

Place an Order: 1.800.772.4346 8am9pm, et.

Fax an Order: 1.800.329.9109 24 Hours.

Internet: [www.henryschein.com/medical](http://www.henryschein.com/medical)

E-Mail: [custserv@henryschein.com](mailto:custserv@henryschein.com)

### 340B Program

Customer Service: 1.877.344.3402 8:30am5:30pm, et.

Place an Order: 1.877.344.3402 8:30am5:30pm, et.

Fax an Order: 1.888.885.2253 24 Hours.

E-Commerce Support: 1.800.711.6032 8am8pm, et.

Internet: [www.henryschein.com/340B](http://www.henryschein.com/340B)

E-Mail: [customer.support@henryschein.com](mailto:customer.support@henryschein.com)

### Henry Schein Medical/EMS

Customer Service: 1.800.845.3550 8:30am5:30pm, et.

Place an Order: 1.800.845.3550 8:30am5:30pm, et.

Fax an Order: 1.800.533.4793 24 Hours.

Internet: [www.henryschein.com/ems](http://www.henryschein.com/ems)

E-Mail: [scott.bruner@henryschein.com](mailto:scott.bruner@henryschein.com)

Please see: <http://www.Henryschein.com/US-EN/Medical/LegalTerms.ASPX> for Conditions & Exceptions.

## RETURNS:

WE CANNOT ACCEPT ANY RETURNS WITHOUT PRIOR AUTHORIZATION.

To arrange for a return, simply call our Customer Service department or contact your Sales Consultant. The following conditions must be complied with:

- All returns must be accompanied by a copy of your invoice and a reason for the return.
- Merchandise must be returned in its original unopened container, unmarked, and properly packaged.
- Returned products must have been purchased within the previous thirty (30) days. Any returns past thirty (30) days are subject to a restocking fee.
- Shortages or errors in shipments must be reported within seven (7) days of invoice date to issue credit (if applicable).
- Shipping charges will apply on all returns.

### Exceptions:

The following special, customized, or government-regulated items are not returnable: ● Immune globulin products ● Special order items (products that we do not ordinarily stock) ● Personalized and imprinted items ● Opened computer hardware and software ● Controlled substances ● Hazardous materials ● Expired products ● Items that cannot be returned to the manufacturer ● Any item marked nonreturnable

### Equipment:

Opened and used equipment may not be returned for credit. Before opening equipment, we suggest that you check the shipping container and packing list to ensure that you are getting exactly what you ordered. Equipment must be returned in the original unopened packaging, unmarked and properly packaged. Special order equipment is not returnable. All equipment returns are subject to a restocking fee. Equipment is backed by the manufacturer's repair or replacement warranty. Please read and return all warranty information required immediately upon taking delivery of your new equipment. Open or defective equipment is subject to the manufacturer's warranty.

### Prescription Drug Returns:

Please note that, in order to comply with Federal and State Pedigree requirements, Henry Schein's policy on the return of Rx Drugs is as follows:

Rx Drugs which Henry Schein has purchased from wholesalers are not returnable. These items will be identified in your invoice with the code WH.

Rx Drugs which are purchased by Henry Schein directly from the manufacturer may be returned providing that the following key elements are met:

- 1) Only returns due to error in order or delivery will be allowed.
- 2) Returns of Rx Drugs will only be accepted if HSI is notified within 14 calendar days of receipt of the shipment and valid return authorization is issued by HSI.
- 3) The Prescription Drug Marketing Act requires any customer returning Rx Drugs to complete and return a Prescription Drug Return Authorization form. Federal law requires that the healthcare entity returning Rx Drugs document that the product was kept under proper storage and handling conditions while in their possession and during the return of the product. To get a copy of the form and proper return authorization, please contact Customer Service.
- 4) In addition, Pedigree regulations require that the healthcare entity returning Rx Drugs certifies that the product being returned is the same exact product purchased from HSI.
- 5) Henry Schein will not issue credit for any returned Rx Drugs which have been tampered with, are out of date or where the labeling has been altered in any way.

## CHOOSE YOUR PAYMENT METHOD

**2% Cash Back or Maximum Rewards on all purchases with the Henry Schein Credit Card. To apply now, call: 1.866.398.9296 or online [www.henryschein.com/creditcard](http://www.henryschein.com/creditcard) Reduce the cost and administration of paying Henry ScheinPay electronically (ACH Debit) or set up AutoPay.**

**Please call Customer Service for details.**

For your convenience, we provide several payment alternatives. Orders billed to your account may be paid by ACH Debit, Check by Phone, or Check. If you prefer, you may use your Henry Schein Credit Card, American Express, Visa, MasterCard or Discover Card when placing your order. All sales are subject to our normal terms and conditions. All sales are subject to credit approval. Invoices are payable within agreed terms of sale.

### Open Accounts Receivable:

All unpaid accounts receivable past due are subject to a 1.5% finance charge.

# MIDDLE DISTRICT OF TENNESSEE

## Claims Register

[3:18-bk-05675 Amory Regional Medical Center, Inc.](#)

<b>Judge:</b> Charles M Walker	<b>Chapter:</b> 11
<b>Office:</b> Nashville	<b>Last Date to file claims:</b>
<b>Trustee:</b>	<b>Last Date to file (Govt):</b>
<i>Creditor:</i> (6731910)	<b>Claim No:</b> 63
HENRY SCHEIN	<i>Original Filed</i>
135 DURYE A ROAD	<i>Date:</i> 01/21/2019
MELVILLE, NY 11747	<i>Original Entered</i>
	<i>Date:</i> 01/21/2019

*Status:*  
*Filed by:* CR  
*Entered by:* admin  
*Modified:*

Amount claimed: \$702.34

*History:*

[Details](#) [63-1](#) 01/21/2019 Claim #63 filed by HENRY SCHEIN, Amount claimed: \$702.34 (admin)

*Description:*

*Remarks:* (63-1) Account Number (last 4 digits):7035

### Claims Register Summary

**Case Name:** Amory Regional Medical Center, Inc.  
**Case Number:** 3:18-bk-05675  
**Chapter:** 11  
**Date Filed:** 08/24/2018  
**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$702.34
<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>		