

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

Debtor 1 <u>Fayette Memorial Hospital Association, Inc.</u>
Debtor 2 (Spouse, if filing)
<u>United States Bankruptcy Court Southern District of Indiana</u>
Case number: <u>18-07762</u>

**FILED**  
 U.S. Bankruptcy Court  
 Southern District of Indiana  
 10/16/2018  
 Kevin P. Dempsey, 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>Indiana Motor Lodge of Columbus</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>Indiana Motor Lodge of Columbus</u>	_____
	Name _____	Name _____
	<u>DBA Sprague Outdoor PO Box 508 Columbus, IN 47202</u>	
	Contact phone <u>812-379-2173 x 201</u>	Contact phone _____
Contact email <u>gerri@jrbillboards.com</u>	Contact email _____	
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<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?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 15216.00 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 healthcare information.  
 Goods Sold – Outdoor 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. \$ 3170.00

11. Is this claim subject to a right of setoff?  No  
 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 10/16/2018  
MM / DD / YYYY

/s/ Gerri Wilson

Signature

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

Name Gerri Wilson

First name Middle name Last name

Title Office Mnager

Company Indiana Motor Lodge of Columbus

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

Address 430 2nd Street

Number Street

Columbus, IN 47201

City State ZIP Code

Contact phone 8123792173 Email gerri@jrbillboards.com

Indiana Motor Lodge of Columbus, LP D.B.A.

# Sprague Outdoor

P.O. Box 508, Columbus, IN 47202  
 (P) 812-379-2173 / (F) 812-799-0100  
 JRPromotionsLLC@comcast.net

## BILLBOARD CONTRACT

DATE: December 06, 2017

ADVERTISER: Fayette Regional Health System

ADDRESS: 1941 Virginia Ave, Connersville, IN, 47331

PHONE: 765-827-8038 E-MAIL: \_\_\_\_\_

CONTACT: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTRACT #: 001634 NEW/RENEWAL: Renewal

DISPLAY DATE: March 01, 2018 DISPLAY PERIOD: 24 Months

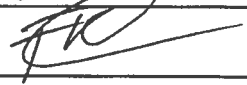
PANEL	CITY	SIZE	RATE PER MONTH	SPACE COST	PRODUCTION/ INSTALLATION	TOTAL PRICE
1060-ENB	Cambridge City	12' x 24.5'	\$317.00	\$7,608.00	\$0.00	\$7,608.00
E/S SR-1, S/O SR-40, ENB						
1060-ENT	Cambridge City	12' x 24.5'	\$317.00	\$7,608.00	\$0.00	\$7,608.00
E/S SR-1, S/O SR-40, ENT						
			\$634.00	\$15,216.00	\$0.00	\$15,216.00

**SPECIAL INSTRUCTIONS:**

if customer wishes to replace vinyls the charge will be \$500.00 per billboard.

↓  
Total Contract

COMPANY: Sprague Outdoor

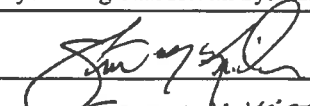
Signature: 

Print Name: FRANK STRICKEN

Title: SME

Date: 1/18/18

ADVERTISER: Fayette Regional Health System

Signature: 

Print Name: STEVEN M KRIDER

Title: MARKETING DIR.

Date: 1/18/18

Indiana Motor Lodge of Columbus, LP D.B.A.

# *Sprague Outdoor*

## TERMS AND CONDITIONS

1. As used in this herein, Company shall mean Sprague Outdoor and Advertiser shall mean and be deemed to include, in addition to Advertiser, any advertising agency or any other agent or licensee of Advertiser (collectively, "Advertiser").
2. Invoicing will be rendered monthly in advance dating from the commencement date. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items state unless Company receives written objection within fifteen (15) days thereof. Non-receipt of invoices or lack of invoicing, shall not impact Advertiser's liability hereunder. Any discounts given shall be forfeited/reversed for invoices not paid within sixty (60) days from the date thereof. All rates and adjustments are computed on the basis of thirty (30) days to the month, unless a different period is specified on the face hereof. Invoices shall be due fifteen (15) days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid within fifteen (15) days of due date shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% annual), or such lesser rate permitted by law.
3. Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of the Company, and unless same is promptly paid, the Company may, at its option, discontinue without notice the outdoor advertising contracted for herein; provided, however, that such discontinuance shall not relieve the Advertiser or agency of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed one and one-half percent (1.5%) per month. In addition, Advertiser shall pay Company all costs and expenses of exercising its rights under this contract, including reasonable attorney's fees of not less than twenty five percent (25%) of the amount due, or \$250.00, whichever is greater, and all reasonable collection agency fees.
4. This contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligation of either party hereto. This contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company.
5. If Company is requested by Advertiser to submit artwork, then artwork submitted by Company must be approved or advertiser shall furnish substitute artwork within ten (10) days of submission. In the event of default in furnishing or approval of artwork by Advertiser, then the date of installation posting for purposes of commencement of the first invoice shall be deemed to occur on the date on which the various spaces are available for service.
6. Company reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Advertising copy shall be subject to approval by Company and by location owner or third party controlling location. If after installation of display any of these parties disapproves of advertisement or if adverse publicity results, Company shall have the right to remove the advertisement and at its option, either terminate this contract or request new, acceptable copy from Advertiser.
7. Advertiser shall pay all attorney's fees, court costs, and collection agency fees in the event Sprague Outdoor finds it necessary to employ an attorney or collection agency as a result of any violations of the terms of this lease.
8. Where illuminated displays are provided, illumination will be from dusk to midnight unless otherwise specified in the special instructions section of this contract. If illumination is halted or reduced for any reason, including but not limited to operation of law or malfunction of equipment. Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of twenty-five percent (25%) of the contract price for the impacted period, provided Advertiser shall have first given written notice to Company of the illumination problem and same continues for more than five (5) days after Company's receipt of such notice.
9. Posting materials should be supplied to Company fifteen (15) days prior to posting date.
10. Extensions, where allowed, are limited in size to four (4) feet above, two (2) feet to the sides and one (1) foot below the normal display area of the board and will be billed at a rate of \$20 per square foot. Creative with mechanical, inflatable, or other extraneous pieces will be quoted upon request.

Advertiser Initials



## Indiana Motor Lodge of Columbus

## Customer Ledgers

For the Period From Jan 1, 2018 to Oct 31, 2018

Filter Criteria includes: 1) IDs from FAYET to FAYET. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer	Date	Trans No	Type	Debit Amt	Credit Amt	Balance
FAYET	1/1/18	Balance Fwd				618.00
Fayette Regional Health System	1/1/18	3074	SJ	618.00		1,236.00
	2/1/18	3146	SJ	618.00		1,854.00
	3/1/18	3218	SJ	634.00		2,488.00
	4/1/18	3290	SJ	634.00		3,122.00
	5/1/18	3367	SJ	634.00		3,756.00
	5/21/18	143227	CRJ		618.00	3,138.00
	5/29/18	143426	CRJ		3,138.00	0.00
	6/1/18	3446	SJ	634.00		634.00
	7/1/18	3522	SJ	634.00		1,268.00
	8/1/18	3602	SJ	634.00		1,902.00
	9/1/18	3675	SJ	634.00		2,536.00
	10/1/18	3757	SJ	634.00		3,170.00
Report Total				6,308.00	3,756.00	3,170.00

Current due

# Southern District of Indiana Claims Register

[18-07762-JJG-11 Fayette Memorial Hospital Association, Inc.](#)

**Judge:** Jeffrey J. Graham      **Chapter:** 11  
**Office:** Indianapolis      **Last Date to file claims:**  
**Trustee:**      **Last Date to file (Govt):**

*Creditor:* (15027356)  
 Indiana Motor Lodge of Columbus  
 DBA Sprague Outdoor  
 PO Box 508  
 Columbus, IN 47202

**Claim No:** 5  
*Original Filed*  
*Date:* 10/16/2018  
*Original Entered*  
*Date:* 10/16/2018

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

Amount claimed: \$15216.00

*History:*

[Details](#)      [5-1](#)      10/16/2018 Claim #5 filed by Indiana Motor Lodge of Columbus, Amount claimed: \$15216.00 (adm)

*Description:*

*Remarks:*

## Claims Register Summary

**Case Name:** Fayette Memorial Hospital Association, Inc.  
**Case Number:** 18-07762-JJG-11  
**Chapter:** 11  
**Date Filed:** 10/10/2018  
**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$15216.00
<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>		