

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION

IN RE: ) CHAPTER 11  
)  
HUTCHESON MEDICAL CENTER, INC. ) Jointly Administered Under  
and HUTCHESON MEDICAL DIVISION, ) CASE NO. 14-42863-pwb  
INC., )  
)  
Debtors.

**REQUEST FOR ALLOWANCE AND PAYMENT OF  
ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503**

COMES NOW the claimant identified below and hereby requests the allowance of an administrative expense claim pursuant to Section 503 of the Bankruptcy Code, arising from November 20, 2014 through November 20, 2015, showing the following:

CLAIMANT'S NAME AND ADDRESS: D + S Outdoor Advertising  
926 Mt. Pisgah Rd.  
Ringgold, GA. 30736

Amount of 11 U.S.C. § 503 Administrative Expense \$ 16,700.00

1. The undersigned holds an administrative expense claim pursuant to 11 U.S.C. § 503 in the amount identified above against the following Debtor identified in these bankruptcy cases:

- ☒ Hutcheson Medical Center, Inc.  
☐ Hutcheson Medical Division, Inc.

2. The consideration for this debt (or ground for this liability owed by the Debtor is as follows:

Past Due Bal. before Nov. 20, 2014 (+ \$4,700.00) 16,700.00  
Dec. 2014 - NOV. 2015 (12 months) @ = 12,000.00  
Total Due \$ 16,700.00 TWO BILLBOARDS

3. The administrative expense is entitled to administrative priority under 11 U.S.C. § 503(b) and 11 U.S.C. § 507(a)(2) because:

Outdoor Advertising on 2 billboards (1) 14 x 48 (2) 12 x 24  
New Contracts signed for 2 yrs 8.1.14 thru 8.1.16  
New artwork and vinyl ordered for 2 boards  
The cost is for only 1/2 of contract signed

RECEIVED

MAR 04 2016

BMC GROUP

Hutcheson Med POC  
00428

4. A copy of the writing (invoice, purchase order, lease agreement, etc.) on which the administrative expense is founded, if any, is attached hereto or cannot be attached for the reason set forth in the statement attached hereto.

5. The amount of all payments on the administrative expense have been credited and deducted for the purpose of making this request.

6. The undersigned is aware that under 18 U.S.C. §§ 152 and 3571, the penalty for presenting a fraudulent claim in a bankruptcy case includes a fine of up to \$500,000 or imprisonment for up to five years, or both.

**WHEREFORE**, the undersigned requests that the Court allow the administrative expense or expenses requested herein, to be paid in accordance with the priorities set forth in the Bankruptcy Code and based upon availability of funds.

Dated: March 1, 2016

Name of Claimant: D+S Outdoor Advertising

Signed: Karen S. Schmidt

By (if appropriate): \_\_\_\_\_

As Its (if appropriate): \_\_\_\_\_

**INSTRUCTIONS:**

Mail the completed form by March 7, 2016, to the Clerk, United States Bankruptcy Court, Northern District of Georgia, Room 339, 600 East First Street, Rome, Georgia 30161, with a copy served on Trustee's Claims Agent: (i) if by overnight or hand delivery: BMC Group, Attn: Hutcheson Medical Center, Inc. Claims Processing, 300 Continental Blvd., #570, El Segundo, CA 90245; (ii) if by first class mail: BMC Group, Attn: Hutcheson Medical Center, Inc. Claims Processing, PO Box 90100, Los Angeles, CA 90009.

OUTDOOR ADVERTISING  
926 MT. PISGAH RD.  
RINGGOLD GA. 30736  
706-937-3176



CONTRACT NO.

NEW RENEWAL ☒

GENTLEMAN, WE CONTRACT FOR TWO PAINTED ADVERTISING DISPLAY (S) UPON THE FOLLOWING TERMS AND CONDITIONS

PANEL number	LOCATION OF DISPLAY	NON ILL.	ILL.	FACE SIZE	PRICE PER MONTH	PAINTS YEARLY
LHR THREE NOTCH	BATTLE FIELD PKWY.- @ THREE NOTCH RD. SOUTH SIDE OF HWY. 2-A, 100' WEST OF THREE NOTCH RD. L.H R. FOR WEST BOUND TRAFFIC		X	14'X48'	\$700	0
LHR 41	HWY 41 @ .2-A EAST SIDE OF HWY. 41 L.H R. FOR SOUTH BOUND TRAFFIC		X	12'X24.5'	\$300	0

8-1-14

DISPLAY PERIOD: EACH DISPLAY SHALL BE MAINTAINED IN SERVICE FOR A PERIOD BEGINNING ON THE DATE OF COMMENCEMENT OF SERVICE AND TERMINATING 24 MONTHS AFTER THE DATE OF COMMENCEMENT OF SERVICE.

COPY: ALL COPY SHALL BE SOLELY FOR THE BENEFIT OF

HUTCHESON MEDICAL CENTER

ADVERTISING SAME

(FIRM NAME OF ADVERTISING)

AND MAY BE REJECTED IF, IN GOOD FAITH, WE BELIEVE IT IS UNLAWFUL OR DETRIMENTAL TO ADVERTISING.

TERMS: NET CASH FOR SAID ONE PAINTED DISPLAYS, WE PROMISE TO PAY THE TOTAL SUM OF \$ \$20,000 PAYABLE IN MONTHLY INSTALLMENTS IN ADVANCE AT THE SPECIFIED PRICE ABOVE. THE FIRST MONTHLY INSTALLMENT TO BEGIN ON THE DATE OF COMMENCEMENT OF SERVICE ON SUCH DISPLAYS. (THE DATE AS SPECIFIED IN PARAGRAPH NUMBERED ONE). ADVERTISER AGREES TO PAY WHEN BILLED THE AMOUNT OF THE MONTHLY INSTALLMENT ALLOCABLE TO DISPLAYS ON WHICH SERVICE HAS COMMENCED. UPON ADVERTISERS FAILURE TO PAY ANY INSTALLMENTS DUE, WE HAVE THE RIGHT TO DECLARE THE REMAINING MONTHLY INSTALLMENTS IMMEDIATELY DUE AND PAYABLE. AND ADVERTISERS FAILURE TO PAY THE AMOUNT OF SAID REMAINING BALANCE ON DEMAND SHALL AT OUR OPTION BE DEEMED A COMPLETE BY ADVERTISER OF THIS CONTRACT, WHEREUPON WE MAY IN ADDITION TO ITS OTHER LEGAL RIGHTS RECOVER JUDGEMENT AGAINST ADVERTISER FOR SAID REMAINING BALANCE AND REMOVE ADVERTISERS COPY FROM ALL DISPLAYS.

THE TERMS AND CONDITIONS OF THIS CONTRACT CONSIST OF THE PROVISIONS WRITTEN HEREOF AND ON ANY PAGE ATTACHED HERETO AND SIGNED BY BOTH PARTIES, WHICH ARE ALL OF THE AGREEMENTS AND REPRESENTATIONS AS TO THIS CONTRACT MADE BY EITHER PARTY HERETO. THIS CONTRACT CAN BE CANCELED ONLY BY MUTUAL CONSENT, IN WRITING, OF THE PARTIES HERETO AND SHALL BE BINDING ON THE HEIRS, ASSIGNS, OR SUCCESSORS IN BUSINESS OF THE PARTIES HERETO.

ACCEPTED:

**D & S**  
**OUTDOOR ADVERTISING**  
**706-937-3176**

BY Karen Schmitt Partner  
(SIGNATURE) (TITLE)

DATE 10/10/14

SALESMAN K. Schmitt

HUTCHESON MEDICAL CENTER

(FIRM NAME)

BY Sharon VP  
(SIGNATURE) (TITLE)

DATE 10/10/14

ADDRESS 100 GROSS CRESCENT CIRCLE

CITY FT. OGLETHORPE STATE GA ZIP CODE 30742

706-858-2000

12 x 24 Billboard 8.14.2014

D+S Outdoor Adv.

926 Mt. Pisgah Rd.

Ringgold, GA. 30736

(706) 937.3176

Save Lives.

Save Jobs.

SaveHutcheson.com

4 Billboard 8.14.2014

-S Outdoor Adv.

6 Mt. Pisgah Rd.

Aspen, Ga. 30736

937.3176

Save Lives. Save Jobs.  
SaveHutcheson.com