

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

Debtor 1 Neighbors Legacy Holdings, Inc.

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Texas

Case number 18-33836

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?** Acme Partnership, L.P.  
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor Media Choice

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2. **Has this claim been acquired from someone else?**  No  
 Yes. From whom? \_\_\_\_\_

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3. **Where should notices and payments to the creditor be sent?** **Where should notices to the creditor be sent?** **Where should payments to the creditor be sent? (if different)**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>William T. Peckham, Attorney at Law</u> Name <u>1104 Nueces St., Suite 104</u> Number Street <u>Austin TX 78701</u> City State ZIP Code Contact phone <u>512-472-8126</u> Contact email <u>wpeckham@peckhamlawaustin.com</u>	<u>Acme Partnership, L.P.</u> Name <u>3701 Bee Caves Road, Suite 101</u> Number Street <u>Austin TX 78746</u> City State ZIP Code Contact phone <u>512-693-9905</u> Contact email <u>aatkinson@mediachoice.com</u>
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Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

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4. **Does this claim amend one already filed?**  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

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5. **Do you know if anyone else has filed a proof of claim for this claim?**  No  
 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: 3 2 3 0

7. How much is the claim? \$ 4,000.00. 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.  
Signboard use contract on monthly basis

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. \$ 4,000.00

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:

<input type="checkbox"/> 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 \$ _____
<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 08/08/2018  
MM / DD / YYYY

Annie Atkinson   
Signature

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

Name	<u>Annie</u>	<u>Atkinson</u>
	First name	Last name
Title	<u>Business Analyst</u>	
Company	<u>Acme Partnership, L.P.</u>	
	Identify the corporate servicer as the company if the authorized agent is a servicer.	
Address	<u>3701 Bee Cave Road, Suite 101</u>	
	Number	Street
	<u>Austin</u>	<u>TX 78746</u>
	City	State ZIP Code
Contact phone	<u>512-693-9905</u>	Email <u>aatkinson@mediachoice.com</u>

**CERTIFICATE OF SERVICE**

Signature below certifies that a true and correct copy of the above pleading has been sent as shown below on this the 8<sup>th</sup> day of August, 2018 to the following:

John F. Higgins, IV  
State Bar No. 09597500  
Porter Hedges LLP  
1000 Main St., Suite 3600  
Houston, TX 77002-6336  
Phone: 713-226-6648  
Fax: 713-226-6248  
jhiggins@porterhedges.com  
Attorney for Neighbors Legacy Holdings,  
Inc. and NEC Harlingen Emergency  
Center, L.P.

- certified mail, return receipt requested;
- electronic transmission;
- electronic transmission, where applicable through CM/ECF;
- electronic transmission, where applicable through Texas E-Filing system;
- facsimile transmission;
- regular U. S. Mail;
- hand delivery;
- Federal Express

Neighbors Legacy Holdings, Inc.  
10800 Richmond Avenue  
Houston, TX 77042  
Debtors



\_\_\_\_\_  
WILLIAM T. PECKHAM

9/21/2017

BillboardPlanet Contract Print Version



Media Choice  
 3701 Bee Cave Rd, Suite 101  
 Austin, TX 78746  
 Ph. 512-693-9905  
 Fax: 512-693-9905  
 Email: Dbelzung@mediachoice.com  
 Account Executive: Derek Belzung

Display Agreement	
BP Contract # P308327	Date: 9/21/2017 From: 1/1/2018 To: 12/31/2018
Advertiser: NEC Harlingen Emergency Center, LP	
Product: Hospitals/Health Clinics/Doctors	

**Advertising Space**

Board No.	Location Description	Size (Approx.)	Illum.	Start Date	End Date	Rate Per Month
1. TX363230-01 (01-191A)	802 Scott Brown Hwy 77 (69 E Access Road) [Southeast] Right Read	14' x 48'	<input checked="" type="checkbox"/>	1/1/2018	12/31/2018	\$2,000.00
<b>Net Total</b>						<b>\$2,000.00/mo</b>

**Production**

Location # / Description	Qty	Size	Artwork Name / Description	Amortization Month	Rate per Month	Cost	
<b>Production Total</b>							<b>\$0.00</b>

**Special Instructions:**  
 This agreement will be billed through Acme Partnership, LP per the terms on the second page of this contract.  
 Neighbors has the option to cancel this contract with 90 day written notice.

**Bill To: NEC Harlingen Emergency Center, LP**

Contact Name: Allison Virgadamo  
 Address: 10800 Richmond Ave  
 Houston, TX 77042  
 Email: avirgadamo@nec24.com  
 Phone: 713-436-5200

Name: SEE ATTACHED SIGNATURE PAGE Title: \_\_\_\_\_

Signature X \_\_\_\_\_ Date \_\_\_\_\_

**Accepted: Media Choice**

Signature: [Signature] Title: Sales Manager Date: 10/3/17

Contracts transmitted to Media Choice via FAX machines or otherwise are subject to the terms and conditions on all pages.

<b>A/P Contact:</b>		
Name:	Phone:	Email:

EXHIBIT "A", PG 1 OF 5

9/21/2017

BillboardPlanet: Contract Print Version

1.2. Advertiser hereby contracts and agrees for the outdoor advertising services described herein and to the terms set forth and listed as Standard Terms in the attached and following pages. This Contract when transmitted via electronic methods is to be treated as an original contract and is subject to the terms and conditions contained in herein and in the entire document. Accepted and agreed to by:

2.0. Delivery of advertising and production Materials.

2.1. All advertising materials to be displayed ("Content") on the Digital location or Network ("Digital Network") shall at all time meet the specification guidelines provided by the Company from time to time ("Specifications") and shall comply with all applicable laws. All Content and materials furnished by Advertiser to Company (i) shall not be contrary to the public interest, (ii) shall conform to the Company's then existing programming and operating policies and standards, and (iii) are subject to Company's prior approval and continuing right to reject or cause Advertiser to edit the Content. Neither Company nor any of its affiliates, partners, contractors or vendors will be liable for loss or damage to Advertiser's materials or Content, and the services are provided on as "AS IS" basis, with no express or implied warranties.

2.2. (a) Advertiser shall, in accordance with the Specifications and at its sole cost and expense, produce and deliver the Content to Company at least ten (10) days prior to the Start Date shown on the contract. Subject to any Additional Charges specified on the Contract, Company shall, at its own cost, program and install the Content on the Digital Network on the Start Date. If the Content has not been delivered in a timely manner or if it does not conform to the Specifications, Company may, in its sole discretion, (i) install the Content, (ii) display substitute content of any type and install the Content on the Digital Network at a later date and when delivered by Advertiser to Company in conformity with the Specifications or (iii) terminate this contract. If this contract is terminated by the Company, Advertiser will pay to Company an amount equal to 100% of the Total Invoice Amount shown on the face of this contract as liquidated damages therefore. Notwithstanding any failure on the part of Advertiser to comply with the requirements set forth in this Section 2.2., Advertiser shall timely make all payments set forth on the contract, commencing on the Start Date shown on the contract for the entire term hereof.

(b) Upon expiration of this contract, Company has the option to allow an automatic renewal of this Contract on a month to month basis unless Advertiser notifies Company in writing of non-renewal.

2.3. Advertiser acknowledges and agrees that Company has no right to control the materials, form or content of other networks, displays or advertising in the vicinity of a Digital Network and that Company shall, in its absolute discretion (but subject to any exclusivity otherwise granted herein to Advertiser), control the materials, form and content of all other advertising materials and content displays on the Digital Network without Advertiser having any right of consent or approval with respect thereto. The Digital Network shall at no time be deemed to be the property of Advertiser.

2.4. Company will provide Advertiser with a proof of performance report within ten (10) business days after the end of each campaign of this contract. Photographs will not be provided.

3.0. Obligations of the Company.

3.1. In the event of an emergency alert, Company may be required to display the alert. Advertiser agrees to allow the emergency alert to be displayed at no liability to Company. Company guarantees Content will be displayed an average of 92.5% of the Advertiser's contracted time period during the total period contracted.

3.2. Company may reject any Content or other advertising material, art or copy, submitted by Advertiser for any reason. In addition, Company may require any Content or other advertising material, art or copy to be removed at anytime once posted.

3.3. Company retains exclusive control of the maintenance and operation of the Digital Network and the digital network structures on which they are displayed.

4.0. General.

4.1. Termination and Loss of Service.

(a) Any delay or failure by Company to perform hereunder as a result of force majeure, power interruptions, labor dispute, law, government action, warning or order, or similar causes beyond the Company's reasonable control, will not constitute a breach of contract, but Advertiser will be notified immediately and will be entitled, at its election, to service having a value based on circulation reasonably equivalent to the lost serve.

(b) Company may upon notice to Advertiser, terminate this contract at any time (i) upon material breach by Advertiser or (ii) if Company does not receive timely payment on billings. Upon such termination all unpaid, accrued charges hereunder will immediately become due and payable and Advertiser will pay, as liquidated damages, a sum equal to 100% of the Total Invoice Amount shown on the face of this contract.

4.2. Terms of Payment. Company will, from time to time at intervals following commencement of services, bill Advertiser at the address on the face hereof. Advertiser will pay Company in advance, payable no later than the fifth day of each month billing period. If Advertiser fails to pay any invoice when due, in addition to amounts payable there under, Company will be promptly reimbursed its collection costs, including reasonable attorneys' fees, plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law, not to exceed 18% per annum. All performances and payments are due, payable and performable in Austin, Travis County, Texas. This agreement shall be construed and enforced using the laws of the State of Texas.

4.3. Indemnification. Advertiser will hold Company harmless against all liability, including, without limitation, claims, demands, debts, obligations or changes, together with reasonable attorney's fees and disbursements arising out of a breach by Advertiser of this contract or arising out of the Content, advertising material, art or copy furnished by Advertiser.

4.4. Compliance.

(a) Company's obligations hereunder are subject to and subordinate to the terms and conditions of any applicable ground lease for digital network structure and/or billboards and other agreements, licenses and permits held by it and to applicable federal, state and local laws and regulations.

(b) All Content, advertising material, art or copy furnished by Advertiser hereunder will at all times comply with all applicable federal, state and local laws and regulations.

4.5. Entire Agreement. This contract contains the entire understanding between the parties and cannot be changed or terminated orally. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter will govern. Failure of either party to enforce any of the provisions hereof will not be construed as general relinquishment or waiver of that or any other provision. All notices hereunder will be in writing, deemed given on the date of dispatch, and addressed to Advertiser and the Company at the addresses on the face hereof.

Signature: \_\_\_\_\_

EXHIBIT "A", PG 2 OF 5

NEC Harlingen Emergency Center, LP  
By: Neighbors GP, LLC, its General Partner  
By: Neighbors Health, LLC, its Manager

By: Maureen Fuhmann  
Maureen Fuhmann  
Chief Business Development Officer  
Date: 09/25/17

Acme Partnership, LP

3701 Bee Cave Road, Suite 101  
Austin, TX 78746

# Invoice

DATE	INVOICE #
6/1/2018	IN15727

<b>BILL TO</b>
NEC Harlingen Emergency Center, LP 10800 Richmond Ave Houston, TX 77042

<b>BILLBOARD LOCATION</b>

P.O. or Contract ...	DUE DATE	REP	Contract Start Date	Contract End Date
	6/1/2018	DB		

DESCRIPTION	QUANTITY	AMOUNT
Face [01-191A] Media Space: 6/1/2018 - 6/30/2018 802 Scott Brown Hwy 77 (69 E Access Road) (E) Right Read	1	2,000.00

<b>Total</b>	\$2,000.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$2,000.00

Phone #	Fax #	E-mail
512-693-9905	512-693-9904	billing@mediachoice.com

EXHIBIT "A", PG 4 OF 5



Acme Partnership, LP

3701 Bee Cave Road, Suite 101  
Austin, TX 78746

# Invoice

DATE	INVOICE #
7/1/2018	IN16092

<b>BILL TO</b>
NEC Harlingen Emergency Center, LP 10800 Richmond Ave Houston, TX 77042

<b>BILLBOARD LOCATION</b>

P.O. or Contract ...	DUE DATE	REP	Contract Start Date	Contract End Date
	7/1/2018	DB		

DESCRIPTION	QUANTITY	AMOUNT
Face [01-191A] Media Space: 7/1/2018 - 7/31/2018 802 Scott Brown Hwy 77 (69 E Access Road) (E) Right Read	1	2,000.00

<b>Total</b>	\$2,000.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$2,000.00

Phone #	Fax #	E-mail
512-693-9905	512-693-9904	billing@mediachoice.com

EXHIBIT "A", PG 5 OF 1