

Fill in this information to identify the case:

Debtor 1 HRI Holdings

Debtor 2 _____
 (Spouse, if filing)

United States Bankruptcy Court for the: _____ District of _____

Case number _____

FILED
 2020 JAN 30 AM 10:42
 CLERK
 U.S. BANKRUPTCY COURT
 DISTRICT OF DELAWARE

Official Form 410

Proof of Claim

04/19

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? Brightview Landscape Services, Inc.
 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?
 No
 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?	Where should payments to the creditor be sent? (if different)
<u>Brightview Landscape Services, Inc.</u>	<u>Brightview Landscape Services, Inc.</u>
Name	Name
<u>27001 Agoura Road, Suite 350</u>	<u>PO Box 31001-2463</u>
Number Street	Number Street
<u>Calabasas CA 91301</u>	<u>Pasadena CA 91110-2463</u>
City State ZIP Code	City State ZIP Code
Contact phone <u>818-737-2615</u>	Contact phone <u>818-737-2615</u>
Contact email <u>melody.loustalot@brightview.com</u>	Contact email <u>melody.loustalot@brightview.com</u>

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?
 No
 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?
 No
 Yes. Who made the earlier filing? _____

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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: 0 1 5 6

7. How much is the claim? \$ 1,208.77 - 1,036.17 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.
Contracted landscape maintenance services performed

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

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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:

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 \$3,025* 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 \$13,650*) 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 4/01/22 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 01/15/2020

MM / DD / YYYY


Signature

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

Name **Gregory** **Shane** **Rasco**
First name Middle name Last name

Title **Branch Manager South Texas Region**

Company **Brightview Landscape Services, Inc.**
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address **11523 Jones Maltsberger Rd**
Number Street

San Antonio **TX** **78216**
City State ZIP Code

Contact phone **210-627-0417** Email **shane.rasco@brightview.com**

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QUIZZAM CASANOVA CONSULTANTS



INVOICE

Houlihans
Accounts Payable
14601 IH35
Live Oak TX 78233

Customer #: 18992079
Invoice #: 4143822
Invoice Date: 11/1/2019
Cust PO #: 11/7/19 lawn
m aintenance

JobNumber	Description	Amount
335500156	Houlihans	159.44
Total invoice amount		159.44
Taxable amount		159.44
Tax amount		13.15
Balance due		172.59

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 210-870-4523

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 18992079
Invoice #: 4143822
Invoice Date: 11/1/2019

Amount Due: \$172.59

Thank you for allowing us to serve you

Please reference the invoice # on your
check and make payable to

Houlihans
Accounts Payable
14601 IH35
Live Oak TX 78233

BrightView Landscape Services, Inc.
P.O. Box 31001-2463
Pasadena, CA 91110-2463



INVOICE

Sold To: 18992079
 Houlihans
 Accounts Payable
 14601 IH35
 Live Oak TX 78233

Customer #: 18992079
Invoice #: 6541060
Invoice Date: 9/30/2019
Sales Order: 7030348
Cust PO #:

Project Name: HOULIHANS- IRRIGATION
Project Description: APPROVAL FOR IRRIGATION INSPECTION

Job Number	Description	Amount
335500156	Houlihans IRRIGATION INSPECTION TRIP CHARGE	160.00
Total Invoice Amount		160.00
Taxable Amount		160.00
Tax Amount		13.20
Balance Due		173.20

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 210 870-4523

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 18992079
 Invoice #: 6541060
 Invoice Date: 9/30/2019

Amount Due: \$ 173.20

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Houlihans
 Accounts Payable
 14601 IH35
 Live Oak TX 78233

BrightView Landscape Services, Inc.
 P.O. Box 31001-2463
 Pasadena, CA 91110-2463



INVOICE

Houlihans
Accounts Payable
14601 IH35
Live Oak TX 78233

Customer #: 18992079
Invoice #: 6515299
Invoice Date: 10/1/2019
Cust PO #:

Job Number	Description	Amount
335500156	Houlihans Exterior Maintenance For October	318.88
Total invoice amount		318.88
Tax amount		26.31
Balance due		345.19

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 210-870-4523

Please detach stub and remit with your payment

Payment Stub

Customer Account#: 18992079
Invoice #: 6515299
Invoice Date: 10/1/2019

Amount Due: \$345.19

Thank you for allowing us to serve you

Please reference the invoice # on your check
and make payable to:

Houlihans
Accounts Payable
14601 IH35
Live Oak TX 78233

BrightView Landscape Services, Inc.
P.O. Box 31001-2463
Pasadena, CA 91110-2463



INVOICE

Houlihans
Accounts Payable
14601 IH35
Live Oak TX 78233

Customer #: 18992079
Invoice #: 6467633
Invoice Date: 9/1/2019
Cust PO #:

Job Number	Description	Amount
335500156	Houlihans Exterior Maintenance For September	318.88
Total invoice amount		318.88
Tax amount		26.31
Balance due		345.19

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 210-870-4523

Please detach stub and remit with your payment

Payment Stub

Customer Account#: 18992079
Invoice #: 6467633
Invoice Date: 9/1/2019

Amount Due: \$345.19

Thank you for allowing us to serve you

Please reference the invoice # on your check
and make payable to:

Houlihans
Accounts Payable
14601 IH35
Live Oak TX 78233

BrightView Landscape Services, Inc.
P.O. Box 31001-2463
Pasadena, CA 91110-2463

LANDSCAPE SERVICES AGREEMENT

Terms and Conditions (Single Year Agreement)

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of February 8, 2019 between BrightView Landscape Services, Inc. dba Greater Texas Landscape ("BrightView"), and HOUILIHANS ("Client"). If Client is other than the record owner of each property where goods or services will be delivered under this Agreement, then Client is executing and entering into this Agreement on its own behalf and as duly authorized agent for the record owner(s) of those properties.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (defined below), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

2. Term. The "Term" of this Agreement shall be twelve (12) months and shall start on March 1, 2019 and end on February 28, 2019.

3. Work Orders. If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

4. Insurance. During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and

workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

5. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView an annual service fee of **[\$3,826.58.]** (The "Service Fee"), subject to annual adjustments as described below.
- (b) Client shall pay the Service Fee to BrightView in advance through monthly payments according to the attached Billing Information and Schedule (See attached Billing Schedule). If no Billing Information and Schedule is attached to this Agreement or if the attached Billing Information and Schedule does not specify the months and amounts due, then the Service Fee shall be payable in advance in 12 equal monthly installments, beginning in the month of [MARCH.]. Monthly invoices will be dated the 1st of each month for which service is to be performed, and payments are due no later than the 15th calendar day of the month. Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance.

In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting overdue Service Fees, Work Order Charges, and administrative charges.

- (c) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and any Billing Information Schedule attached hereto, the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan and Billing Information and Schedule are implemented for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (d) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 401 Plymouth Road, 5th Floor, Plymouth Meeting, PA 19462 if: (i) Service Fees required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fees, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 30 days prior written notice to the other party.
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fees, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay or cancel Services without further notice to Client, and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the Commonwealth of Pennsylvania will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located in the Commonwealth of Pennsylvania.
- (c) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (d) This Agreement, together with any attached Billing Information and Schedule, attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (e) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (f) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.

(g) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any

way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

(h) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the first paragraph)

By: Thomas Wood

Digitally signed by Thomas Wood
DN: cn=Thomas Wood, o=BrightView
Landscapes, LLC, ou=Management,
email=thomas.wood@brightview.com,
c=US
Date: 2019.02.08 11:19:13 -0600

Name: THOMAS WOODS

Title: VPGM

Date: 2/8/19

CLIENT

By: 

Name: CHAD DEVORAC

Title: SVP

Date: 2/11/19

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or
- Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.

Thank you for your confidence in partnering with BrightView.

JOB # 335500156

ALPHA

This Billing Information and Schedule document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Billing Information and Schedule

Landscape Site Name:*	HOULIHANS	Landscape Site Location:	14601 IH 35 LIVE OAK, TEXAS 78233
Client Business Name:	HOULIHANS	Client Contact Name:	MARK MILLER
Client Contact Telephone:	210-651-4744	Client Contact Email:	MMILLER@HOULIHANS.COM
Billing Business Name:	14601 IH 35 LIVE OAK, TEXAS 78233	Billing Contact Name:	MARK MILLER
Billing Contact Telephone:	210-651-4744	Billing Contact Address:	14601 IH 35 LIVE OAK, TEXAS 78233
BrightView Contact Name:	Shane Rasco, Regional Branch Manager	BrightView Contact Telephone:	210-627-0417

Note: If this Agreement applies to multiple sites, then check here and attach a list of the sites with this information and pricing.

Scope of Landscape Services

Description of Services at this Landscape Site (attach diagrams if necessary):

SUMMARY OF SERVICES:

- 42 visits per contract year
- 2 mulch replenishments per contract year
- 3 fertilizations per contract year
- 2 pre emergent applications
- 2 post emergent applications