

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

Debtor McLeodUSA Telecommunications Services, L.L.C.  
 United States Bankruptcy Court for the: Southern District of New York  
 (State)  
 Case number 19-22355

**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 or 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. <b>Who is the current creditor?</b>	<u>526 BUILDING CORP</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
2. <b>Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. <b>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>  <u>526 BUILDING CORP</u> <u>PO BOX 2457</u> <u>CEDAR RAPIDS, IA 52406-2457</u>	<b>Where should payments to the creditor be sent? (if different)</b>  _____
	Contact phone <u>319-365-9101</u> Contact email <u>cparker@lynchdallas.com</u>	Contact phone _____ Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. <b>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	
5. <b>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? \$ 2000.00. 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.  
Lease- License Agreement

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle 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 amount 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. \$ 0.00

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)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	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.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**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 acknowledgement 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 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 07/11/2019  
MM / DD / YYYY

/s/Cynthia A.M. Parker  
Signature

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

Name Cynthia A.M. Parker  
First name Middle name Last name

Title President

Company 526 Building Corp.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 759-8815 | International (424) 236-7262

<b>Debtor:</b> 19-22355 - McLeodUSA Telecommunications Services, L.L.C.		
<b>District:</b> Southern District of New York, White Plains Division		
<b>Creditor:</b> 526 BUILDING CORP PO BOX 2457  CEDAR RAPIDS, IA, 52406-2457  <b>Phone:</b> 319-365-9101 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> cparker@lynchdallas.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Lease- License Agreement	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 2000.00	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes, 0.00 <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Cynthia A.M. Parker on 11-Jul-2019 7:11:18 p.m. Eastern Time <b>Title:</b> President <b>Company:</b> 526 Building Corp.		



# PAETEC

February 24, 2010

Mr. Patrick J. O'Connell  
Lynch Dallas, P.C.  
526 Second Avenue SE  
Cedar Rapids, IA 52401

RE: License Agreement

Dear Mr. O'Connell:

Enclosed is a fully executed License Agreement between McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services ("PAETEC") and 526 Building Corp. ("526"). Also enclosed is Check No. 1193363 for the first year's rent and a certificate of insurance per Section 5 of the License Agreement.

Feel free to contact me at 319-790-6910 or [michelle.mclaughlin@paetec.com](mailto:michelle.mclaughlin@paetec.com) if you have any questions or would like any additional information regarding PAETEC. Thank you.

Sincerely,

Michelle McLaughlin  
Coordinator, Outside Plant

Enc.

## LICENSE AGREEMENT

This License Agreement ("Agreement"), effective January 31, 2010, is entered into by and between McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services (hereinafter "PAETEC"), and 526 Building Corp. (hereinafter "526").

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. **GRANT OF LICENSE**  
526 hereby grants to PAETEC the use of the 526 building located at 526 Second Avenue SE, Cedar Rapids, IA (the "Premises"), for purposes of installation, operation and maintenance of its communications system and fiber optic cables, subject to consultation with, and pre-approval by, 526 as to the location and placement of said cables. In addition, PAETEC is granted the right of ingress and egress to and from the Premises as needed for the purposes of this Agreement. As it pertains to this Agreement, PAETEC's communication system consists of fiber optic cables and the necessary fixtures and equipment incidental thereto for transmitting light signals carrying certain information including, but not limited to, audio, video or data information. Such use is subject to all restrictions and limitations imposed on or by 526 pursuant to regulation, ordinance, safety code or this Agreement.
2. **TERM**  
The term will begin January 31<sup>st</sup>, 2010 and will continue annually in force and effect unless terminated by either party upon ninety (90) days prior written notice by either company. Upon termination, PAETEC shall, at the written request of 526, remove its facilities from 526's Premises and shall restore all affected property to its previous condition.
3. **LICENSE FEE**  
PAETEC will pay an annual fee of two thousand dollars (\$2000.00) per year, payable in advance, beginning in 2010 and on or before January 31<sup>st</sup> of each following year.
4. **LIABILITY/INDEMNIFICATION**  
Each party hereby releases, and agrees to defend, indemnify and hold harmless the other party and each of its directors, officers, agents, representatives and employees from and against any injury, liability, suits, claims, losses or damages of any kind or nature whatsoever, for bodily injuries, property damage, loss of life or property, and claims of third parties, (all referred to as "Claims"), incurred in connection with a party's negligence or willful misconduct arising out of or in any way connected with a party's activities or access to the Premises, except those Claims

caused or occasioned solely by the negligence or willful misconduct of the indemnified party, or anyone otherwise responsible to the indemnified party, for such Claim.

Each party shall carry insurance in such form as is reasonably satisfactory to the other to protect the parties from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of such loss, injury or damage.

NEITHER PARTY SHALL BE LIABLE TO ONE ANOTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUES, OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER ARISING OUT OF THIS AGREEMENT OR FROM ANY BREACH OR PARTIAL BREACH OF THE PROVISIONS OF THIS AGREEMENT OR ARISING OUT OF ANY ACT OR OMISSION OF ANY OF THE PARTIES, OR ARISING UNDER THEORIES OF STRICT LIABILITY OR TORT, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

5. **INSURANCE**

PAETEC shall maintain, for the duration of this Agreement:

- Comprehensive General Liability insurance coverage with limits not less than: Personal injury - \$1,000,000 each incident, and Property Damage - \$2,000,000 each accident.
- Automobile Liability insurance with limits not less than: Bodily Injury - \$500,000 each person and \$1,000,000 each accident, and Property Damage - \$1,000,000 each accident.

PAETEC shall furnish to 526 certificates of insurance showing policies carried and limits of coverage as required above, which shall endeavor to provide that thirty (30) days notice shall be given to 526 prior to cancellation, non-renewal or any material change in the insurance contract which reduces limits below those set forth above. PAETEC shall list 526 as additional insured for the above stated coverage.

6. **ASSIGNMENT**

Neither party shall assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except either party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this Agreement, in whole or in part, to any entity controlled by, controlling or under common control with a party hereto, or any entity into which a party may be merged or consolidated or which purchases all or substantially all of the assets of such party.

7. NOTICES

Wherever in this Agreement it is required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand will be given in writing by registered U.S. Mail or confirmed overnight delivery, addressed to the parties as follows:

526:  
526 Building Corp.  
P.O. Box 2457  
Cedar Rapids, IA 52406-2457

PAETEC:  
PAETEC Business Services  
One Martha's Way  
Attn: ROW Department  
Hiawatha, IA 52233

8. MISCELLANEOUS

- (a) Independent Contractor. Nothing in this Agreement shall be construed to constitute or create a joint venture, partnership or formal business organization of any kind and the rights and obligations of each party shall be only those expressly set forth herein. Neither party shall have the authority to bind the other, and neither party assumes any liability of the other party.
- (b) Choice of Law. This Agreement will be performed, at least in part, in Cedar Rapids, Iowa, and all matters arising out of or relating to this Agreement shall be governed by, and construed in accordance with the laws of the State of Iowa, excluding its conflict of law provisions.

9. ADDITIONAL CONSIDERATION

PAETEC, as additional consideration for this Agreement, will install along the line of its fiber optic cable a fiber termination panel at a demarcation point for the potential use of data services by 526 and Lynch Dallas, P.C.

526 Building Corp.

by: Scott E. McLeod  
Signature

SCOTT E. McLEOD  
Printed Name

President  
Title



**McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services**

  
\_\_\_\_\_  
Signature

George Spensler  
\_\_\_\_\_  
Printed Name

VP, OSP Construction  
\_\_\_\_\_  
Title

APPROVED

RZ/MM

Law Group

Date 1/18/10