

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§
	§ Chapter 11
	§
NEIGHBORS LEGACY HOLDINGS, INC., et al.,	§ Case No. 18-33836
	§
Debtors.¹	§ (Jointly Administered)
	§

**ORDER REGARDING OBJECTIONS TO THE DEBTORS’ PROPOSED ASSUMPTION
AND ASSIGNMENT OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES PURSUANT TO SALE ORDER**

The above-referenced debtors and debtors-in-possession (collectively, the “Debtors”) filed their motion (the “Motion”)² for entry of an order (this “Order”) approving the sale (the “Sale”) of Debtors’ assets free and clear of all liens, claims, encumbrances, and interests. (Doc. No. 20). On September 12, 2018, the Court entered its *Order (A) Approving the Sale of Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* (the “Sale Order”). (Doc. No. 482).³ Paragraph U of the Sale Order preserved Cure Cost Objections (which was defined to also include adequate assurance of future performance objections) until a hearing before the Court on September 24, 2018.

¹ Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at www.kccllc.net/neighbors. The location of Debtors’ principal place of business and the Debtors’ service address is: 10800 Richmond Avenue, Houston, Texas 77042.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the applicable Purchase Agreement (as defined herein), as applicable; *provided* that in the event of any conflict with respect to the meaning of a capitalized term between the Motion and any Purchase Agreement, the meaning ascribed to such term in the applicable Purchase Agreement shall control.

³ On September 14, 2018, at Docket No. 484, the Court enters its *Supplemental Order (A) Approving the Sale of Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief*, which approves the form of Asset Purchase Agreement for Greater Texas Emergency Centers, LLC.



The Court has jurisdiction over the Motion and Cure Cost Objections pursuant to 28 U.S.C. § 1334 and the Motion and Cure Cost Objections are core proceedings pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order on the Cure Cost Objections. After conducting a hearing on September 24, 2018, and hearing statements and evidence regarding the Cure Cost Objections and, pursuant to agreements reached between the parties that filed Cure Cost Objections and the Debtors, **IT IS ORDERED THAT**

1. All Cure Cost Objections⁴ not individually addressed herein are overruled.
2. Pursuant to 11 U.S.C. § 365(b), the Debtors, and/or the applicable buyer of the Debtors' assets, have provided sufficient evidence of adequate assurance of future performance for all Desired 365 Contracts.
3. The Sale Order is incorporated by reference and applies to all executory contracts and unexpired leases that are the subject of the Cure Cost Objections as if the Sale Order were fully set forth herein.
4. The Court hereby approves the following resolutions to Cure Cost Objections reached by the applicable parties:
 - a. BBVA Compass Financial Corporation ("BBVA") filed its Cure Cost Objection at Docket No. 288. BBVA's Cure Costs shall be \$6,271.10 for contract no. 00529-0002 at NEC Mueller Emergency Center, LP, which fully and finally resolves BBVA's Cure Cost Objection.
 - b. RKMS Lubbock LLC, an affiliate of Read King, Inc. ("RKMS Lubbock"), filed its Cure Cost Objection at Docket No. 290. RKMS Lubbock's Cure Costs shall be \$18,500.01 for the real property lease with NEC Lubbock Emergency Center, which fully and finally resolves RKMS Lubbock's Cure Cost Objection.
 - c. Phoenix HAR Investments, LLC ("Phoenix HAR") filed its Cure Cost Objection at Docket No. 291. Notwithstanding anything to the contrary herein, Phoenix HAR's Cure Cost Objection is continued and shall be

⁴ For the avoidance of doubt, the Cure Cost Objections are filed at Docket Nos. 265, 270, 273, 284, 285, 288, 290, 291, 295, 296, 297, 298, 299, 300, 302, and 303.

carried forward and fully preserved. To the extent necessary, Phoenix HAR's Cure Cost Objection may be presented to the Court for resolution at a later date to be mutually agreed between Tenet Business Services Corporation and Phoenix HAR, and held before any closing on the sale.

- d. Clear Channel Outdoor, Inc. ("Clear Channel") filed its Cure Cost Objection at Docket No. 297. Clear Channel's Cure Costs shall be as follows, which fully and finally resolves Clear Channel's Cure Cost Objection:
 - i. \$317.89 for the Clear Channel contract no. 9947588 at NEC Baytown Emergency Center, LP;
 - ii. \$404.45 for the Clear Channel contract at NEC Kingwood Emergency Center, LP;
 - iii. \$1,854.46 for the Clear Channel contract ending in 7649 at NEC Pasadena Emergency Center, LP; and
 - iv. \$1,089.36 for the Clear Channel contract ending in 7613 at NEC Pasadena Emergency Center, LP.
- e. Spirit MTA REIT, L.P. ("Spirit") filed its Cure Cost Objection at Docket No. 298. Spirit's Cure Cost for the NEC Orange Emergency Center, LP real property lease shall be \$641.51, which fully and finally resolves Spirit's Cure Cost Objection.

5. Notwithstanding anything to the contrary in this Order, all Cure Cost Objections for leases that are subject to assumption by Greater Texas Emergency Centers, LLC are carried forward and fully preserved. To the extent necessary, any such objection may be presented to the Court for resolution at a later date.

Dated: _____, 2018
Houston, Texas

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE