

FILED

FEB 06 2018 9:05

U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF TN

Fill in this information to identify the case:

Debtor 1 Auto Masters of Nashville, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 17-07050

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?	GreatAmerica Financial Services Corporation 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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? GreatAmerica Financial Services Corporation Name ATTN: Peggy Upton P.O. Box 609 Number Street Cedar Rapids IA 52406 City State ZIP Code Contact phone 866-735-1525 Contact email Pupton@greatamerica.com Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<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: 8 8 1 3

7. How much is the claim? \$ 11,348.80. 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.
Unconditional payment obligation under contract(s) constituting chattel paper.

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: Keyper key system
Basis for perfection: UCC Financing Statement
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: \$ 4,201.97
Amount of the claim that is secured: \$ 4,201.97
Amount of the claim that is unsecured: \$ 7,146.83 (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: \$ 304.22

Annual Interest Rate (when case was filed) inclusive %
☒ 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. \$ _____

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 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 \$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).

\$ _____

☐ 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).

\$ _____

☐ 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 4/01/19 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.

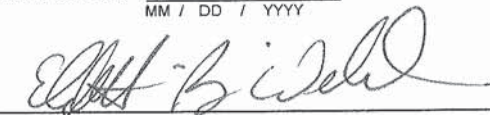
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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 01/31/2018
MM / DD / YYYY



Signature

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

Name Elizabeth "Bea" Wendel
First name Middle name Last name

Title Litigation Specialist

Company GreatAmerica Financial Services Corporation
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address P.O. Box 609
Number Street
Cedar Rapids IA 52406
City State ZIP Code

Contact phone 866-735-1525 Email Pupton@greatamerica.com

Name: Auto Masters of Nashville, LLC
Date: 1/31/2018

Lease No.	1228813
Unpaid Rentals	\$11,320.92
Residual (Purchase Option)	\$0.00
Sales Tax	\$0.00
Insurance Charge	\$27.88
Repossession Charges	\$0.00
Excess Copy Charge	\$0.00
Billed Property Tax	\$0.00
Estimated Property Tax	\$0.00
Accrued Late Charges	\$0.00
Proceeds from Sale of Equipment	\$0.00
Security Deposit on File	\$0.00
TOTAL CLAIM AMOUNT	\$11,348.80

EQUIPMENT FINANCE
AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
634 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 608, CEDAR RAPIDS IA 52406-0008

AGREEMENT NO.: 1228813

CUSTOMER INFORMATION

FULL LEGAL NAME: Auto Masters of Nashville, LLC

ADDRESS: 808 Thompson Ln

Nashville, TN 37204-3607

VENDOR: (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO MAKE OR ALTER ANY PROVISIONS IN THIS AGREEMENT)

KEYper Systems

Harrisburg, NC

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

1 - Keyper Monarch 120 Key System w/ wall mount

EQUIPMENT LOCATION: As Stated Above

TERM IN MONTHS: 48

MONTHLY PAYMENT AMOUNT: \$290.28

ADVANCE PAYMENT: 0.00

EQUIPMENT COST/AMOUNT FINANCED: \$12,000.82

DOCUMENT STAMP (IF APPLICABLE): 0.00

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THE PARTIES AGREE THAT THIS AGREEMENT IS BEING ENTERED INTO AND PERFORMED IN THE STATE OF IOWA AND THAT THIS AGREEMENT AND ANY CLAIMS RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA IN ALL RESPECTS INCLUDING, WITHOUT LIMITATION, IOWA'S USURY LAWS. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS, WAIVE TRANSFER OF VENUE AND ACKNOWLEDGE THAT (A) YOU APPLIED FOR CREDIT WITH US IN IOWA, (B) WE MADE THE DECISION TO EXTEND CREDIT TO YOU IN IOWA, AND (C) THIS AGREEMENT WILL BE INVOICED AND ADMINISTERED IN IOWA (THOUGH YOU MAY BE DIRECTED TO SEND PAYMENTS TO OUR LOCKBOX IN A DIFFERENT STATE). EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO FINANCING SOURCE THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. ONCE YOU SIGN THIS AGREEMENT AND WE ACCEPT IT, YOUR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT ARE NON-CANCELABLE AND IRREVOCABLE FOR THE FULL AGREEMENT TERM.

(As Stated Above)

CUSTOMER

SIGNATURE

Carlos Griffin - Member

PRINT NAME & TITLE

DATE

FINANCING SOURCE (PRINT NAME)

GreatAmerica Financial Services Corporation

SIGNATURE

PRINT NAME & TITLE

DATE

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring Financing Source to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Financing Source related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE:

X

INDIVIDUAL:

DATE:

SIGNATURE:

X

INDIVIDUAL:

DATE:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to provide financing to you pursuant to this Equipment Finance Agreement ("Agreement") in connection with your acquisition of the equipment and/or rights in the software referenced herein ("Equipment") from your Vendor. In consideration of us now paying your Vendor, on your behalf, the amounts your Vendor invoiced you for the Equipment, and, if applicable, related installation, training, and/or implementation costs, you unconditionally agree to pay us the principal amount set forth above as the Equipment Cost/Amount Financed, with interest thereon at the rate implied in the monthly amounts payable under the terms of this Agreement, which you agree to make each month by the due date. This Agreement will begin on the date we pay your Vendor for the Equipment or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs; if any amount payable to us is not paid when due, you will pay us a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you choose to make any payments under this Agreement early, you will not be entitled to take a discount off of the aggregate amount of the monthly payments to be made under this Agreement. We made an investment in this Agreement in reliance on the anticipated stream of cash flows and any early discounted payment would frustrate our purpose in extending you credit under this Agreement. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING YOUR VENDOR FOR THE EQUIPMENT ON YOUR BEHALF BASED ON YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON.

EQUIPMENT USE. Until your obligations under this Agreement are satisfied in full, you agree to keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You must resolve any dispute you may have concerning the Equipment with the manufacturer or your Vendor. You will comply with all laws, ordinances, regulations, requirements, and rules relating to the use and operation of the Equipment. If the Equipment includes any software, we are neither responsible for the software nor the obligations of you or the licensor under any license agreement related to the software.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOOSE THE EQUIPMENT, AND YOUR VENDOR BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR YOUR VENDOR IS PROVIDING.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such terms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under this Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, discounted at 5% per annum.

TAXES. You agree that you will pay when due, either directly or by paying your Vendor, all taxes and fees relating to the Equipment, your purchase of the Equipment or this Agreement. If your Vendor invoices you for taxes, we may include the invoiced taxes in the amounts we finance for you under this Agreement. However, payment of sales, use or property taxes shall not be our responsibility under any circumstances.

OWNERSHIP. You own the Equipment, including any software license rights granted to you, if any, by your Vendor or third-party supplier(s). We do not own the Equipment at any point during the term of this Agreement unless we take possession of it in connection with exercising default remedies. You hereby grant us a security interest in the Equipment to secure your performance under this Agreement, to be released at the end of the term provided you have performed all of your obligations under this Agreement. You represent to us that you signed this Agreement prior to your receipt of any part of the Equipment.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may: (A) require that you surrender the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, discounted at 4% per annum, and (B) use all other legal remedies available to us and seize or repossess the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. In the event of your default, you waive notices of our intent to accelerate the payments, the acceleration of the payments and of the enforcement of our rights under this Agreement. To the extent you are permitted by law, you waive all defenses you would otherwise have under the Uniform Commercial Code, if any, and common law. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its surrender for any reason.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

VG02EFA2_0315

**ORIGINAL**

PAGE 2 OF 2

Agreement No.: 1288612





426445019

FINANCING STATEMENT

A. NAME & PHONE OF CONTACT AT FILER (Optional) GISELLA MELENDEZ 800-331-3282
B. EMAIL OF CONTACT AT FILER (Optional) efiling@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CT LIEN SOLUTIONS P O BOX 29071 GLENDALE, CA 91209-9071

This is a representation of a document created electronically at the Tennessee Secretary of State's web site.

Financing Statement Doc #: 426445019

FILED: 3/3/2017 10:33 AM

Tre Hargett, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

DEBTORS

1. DEBTOR'S NAME			
OR	a. ORGANIZATION'S NAME AUTO MASTERS OF NASHVILLE, LLC		
	b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S) SUFFIX
c. MAILING ADDRESS 609 THOMPSON LN			
d. CITY NASHVILLE	STATE TN	POSTAL CODE 37204-3607	COUNTRY USA

SECURED PARTIES

1. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY)			
OR	a. ORGANIZATION'S NAME GREATAMERICA FINANCIAL SERVICES CORPORATION		
	b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S) SUFFIX
c. MAILING ADDRESS 625 FIRST STREET			
d. CITY CEDAR RAPIDS	STATE IA	POSTAL CODE 52401-2030	COUNTRY USA

COLLATERAL: This financing statement covers the following collateral:

1 - Keyper Monarch 120 Key System w/ wall mount
AND ALL PRODUCTS, PROCEEDS AND ATTACHMENTS.

Maximum principal indebtedness for Tennessee recording tax purposes is:

\$12,005.62

Check only if applicable and check only one box: Collateral is ☐ held in a Trust
☐ being administered by a Decedent's Personal RepresentativeCheck only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting UtilityCheck only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC FilingALTERNATIVE DESIGNATION (if applicable): ☒ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

OPTIONAL FILER REFERENCE DATA:

TN-0-57863473-52913563

NOTE: All information on this form is public record.

MIDDLE DISTRICT OF TENNESSEE

Claims Register

[3:17-bk-07050 Auto Masters of Nashville, LLC](#)

Judge: Charles M Walker

Chapter: 11

Office: Nashville

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (6562564)
GREATAMERICA FINANCIAL
SERVICES
CORPORATION
PO BOX 609
CEDAR RAPIDS IA
52406

Claim No: 4
Original Filed
Date: 02/06/2018
Original Entered
Date: 02/06/2018

Status:
Filed by: CR
Entered by: Intake1
Modified:

Amount claimed: \$11348.80

Secured claimed: \$4201.97

History:

[Details](#) [4-1](#) 02/06/2018 Claim #4 filed by GREATAMERICA FINANCIAL SERVICES, Amount claimed: \$11348.80 (Intake1)

Description: (4-1) Unconditional payment obligation under contract(s) constituting chattel paper.

Remarks:

Claims Register Summary

Case Name: Auto Masters of Nashville, LLC

Case Number: 3:17-bk-07050

Chapter: 11

Date Filed: 10/17/2017

Total Number Of Claims: 1

Total Amount Claimed*	\$11348.80
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured	\$4201.97	
Priority		
Administrative		