#### Case 15-41919-abf11 Claim 1-1 Filed 12/22/15 Desc Main Document Page 1 of 3

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

Debtor 1 G&G Enterprises, LLC

Identify the Claim

Debtor 2

(Spouse, if filing)

United States Bankruptcy Court Western District of Missouri
Case number: 15-41919

Official Form 410 Proof of Claim FILED

U.S. Bankruptcy Court Western District of Missouri 12/22/2015

Paige Wymore-Wynn, Clerk

12/15

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.

Fait I. Identity the Claim	1						
1.Who is the current creditor?	Abraham J. Gustin Revocable Trust dated 12291994						
	Name of the current creditor (the person or entity to be paid I	for this claim)					
	Other names the creditor used with the debtor						
2.Has this claim been acquired from someone else?	<ul> <li>☑ No</li> <li>☑ Yes. From whom?</li> </ul>						
3.Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Abraham J. Gustin Revocable Trust dated 12291994	Where should payments to the creditor be sent? (if different)					
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name %Thomas S. Busch Martin Pringle, et al 9401 Indian Creek Parkway, Bldg 40, Ste 1150 Overland Park, KS 66210	Name					
	Contact phone 913-491-5500	Contact phone					
	Contact email	Contact email					
	Uniform claim identifier for electronic payments in chapter 1	13 (if you use one):					
4.Does this claim amend one already filed?	<ul> <li>No</li> <li>Yes. Claim number on court claims registry (if known</li> </ul>						
		MM / DD / YYYY					
5.Do you know if anyone else has filed a proof of claim for this claim?	<ul> <li>✓ No</li> <li>✓ Yes. Who made the earlier filing?</li> </ul>						
Official Form 410	Proof of Claim	page 1					



		.1 Claim 1-1 Filed at the Claim as of the Date		Desc Ma Is Filed	ain Docu	ment	Page 2 of 3
6.Do you have any number you use to identify the debtor?		No Yes. Last 4 digits of the debtor's a	account or any n	umber you use	to identify the	e debtor:	
7.How much is the claim?	\$		Does this am □ No				•
			Yes. Attac other char	h statement ges required	itemizing ir I by Bankru	nterest, fee ptcy Rule	es, expenses, or 3001(c)(2)(A).
3. 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 b Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information.							
	[	Default on Promissory Note					-
9. Is all or part of the claim secured?		Yes. The claim is secured by Nature of property: Real estate. If the clai	im is secured	by the debto	or's principa Form 410-	I residenc -A) with th	e, file a Mortgage is Proof of Claim.
		Basis for perfection:					
		Attach redacted copies of o interest (for example, a mo document that shows the li	ortgage, lien, o	certificate of t	title, financi	e of perfeonng statem	ction of a security ent, or other
		Value of property:	\$				
		Amount of the claim that secured:	is <sub>\$</sub>			_	
		Amount of the claim that unsecured:	is <u></u>	\$			n of the secured and ad amounts should amount in line 7.)
		Amount necessary to cur date of the petition:	re any defaul	t as of the	\$		
		Annual Interest Rate (whe	en case was f	iled)		%	
		<ul><li>☐ Fixed</li><li>☐ Variable</li></ul>					
10.Is this claim based on a lease?		No Yes. <b>Amount necessary t</b>	to cure any d	efault as of	the date o	f the petit	ion.\$
11.Is this claim subject to a right of setoff?	<b>Y</b>	No Yes. Identify the property:					
Official Form 410		Pro	oof of Claim				page 2

12.Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	⊻	No Yes. Check all that apply:	Amount entitled to priority					
A claim may be partly priority and partly		Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$					
nonpriority. For example, in some categories, the lawl imits the amount entitled to priority.		□ Up to \$2,775* 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 \$12,475*) 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).	\$					
							$\Box$ 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 4/1/16 and every 3 years after that for cases of adjustment.	begun on or after the date					
Part 3: Sign Below								
The person completing	Che	ck the appropriate box:						

The person completing this proof of claim must	Check the appropriate	box:									
sign and date it. FRBP	□ I am the creditor.										
9011(b).	I am the creditor's attorney or authorized agent.										
If you file this claim electronically, FRBP	I am the trustee, o	or the debtor, or their authorized agent. Bankruptcy Rule 3004.									
5005(a)(2) authorizes courts to establish local rules	□ I am a guarantor,	surety, endorser, or other codebtor. Bankruptcy Rule 3005.									
specifying what a signature is.		zed signature on this Proof of Claim serves as an acknowledgment that when calculating e creditor gave the debtor credit for any payments received toward the debt.									
A person who files a fraudulent claim could be fined up to \$500,000,	I have examined the inform and correct.	ation in this Proof of Claim and have a reasonable belief that the information is true									
imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and	I declare under penalty of p	erjury that the foregoing is true and correct.									
3571.	Executed on date	12/22/2015									
		MM / DD / YYYY									
	/s/ s/ Scott B. Haines										
	Signature										
	Print the name of the person who is completing and signing this claim:										
	Name	s/ Scott B. Haines									
	Title	First name Middle name Last name Attorney									
	Company	Martin Pringle, et al.									
		Identify the corporate servicer as the company if the authorized agent is a servicer									
	Address	9401 Indian Crk Pkwy, Bldg 40, Ste 1150									
		Number Street									
		Overland Park, KS 66210									
		City State ZIP Code									
	Contact phone 91	3-491–5500 Email sbhaines@martinpringle.com									

#### of 2

#### **PROMISSORY NOTE**

\$774,903.00

January 24, 2011

FOR VALUE RECEIVED, G & G Enterprises, L.L.C. ("G & G") promises to pay to the order of the Abraham J. Gustin Revocable Trust, dated December 29, 1994 as amended ("Gustin Trust"), the principal sum of Seven Hundred Seventy-Four Thousand Nine Hundred and Three Dollars (\$774,903.00) with interest at the rate of 3.32% per annum on the principal balance from time to time remaining unpaid, beginning on the date hereof and continuing until paid at a rate of 3.32% per annum (calculated on the basis of Three Hundred Sixty (360) day year tables and applied on the basis of Thirty (30) days in each month), payable as follows:

> One Hundred Seventy Nine (179) consecutive monthly installments of Five Thousand Four Hundred Seventy One Dollars and No Cents (\$5,471.00) each, commencing on February 24, 2011, and continuing on the 24th day of each month thereafter until January 24, 2026, when the final payment of Five Thousand Four Hundred Seventy One Dollars and No Cents (\$5,471.00) shall be due and payable together with interest at the rate of Ten Percent (10%) per annum on any amounts not paid when due.

This Note and the obligations of G & G hereunder shall not be subject to any defense, set-off, reduction or counter-claim whatsoever. Until further notice, all payments hereunder shall be sent to Linda Gustin and Eric Hansen, as co-trustees, at Martin, Pringle, Oliver, Wallace & Bauer, L.L.P., 6900 College Boulevard, Overland Park, Kansas 66211.

Upon the failure to pay any installment on the due date thereof, and if the same is not paid within sixty (60) days after receipt of written notice thereof, this Promissory Note shall be in default and the escrow provisions regarding defaulted payments shall apply.

As security for the payment of this Promissory Note, G & G concurrently herewith has deposited with Gene J. Pereira, 6533 Rainbow Ave, Mission Hills, KS 66208 as escrow agent, G& G Enterprises, L.L.C. member's ownership certificate number 1 for twenty-five percent (25%) being all of the ownership interest purchased according to the terms of the First Amendment To The Operating Agreement of G & G Enterprises, L.L.C., duly endorsed in blank for transfer. So long as G & G is not in default in the payment of this Promissory Note, it shall exercise and enjoy all the rights accruing from the ownership of the escrowed membership interest. If G & G defaults in the payment of this Promissory Note and such default continues for sixty (60) days, the escrow agent shall return the escrowed ownership certificate to the Gustin Trust. Upon payment in full of this Promissory Note, the escrow agent shall return all of the ownership certificate deposited with him to G & G without any notice or further consent from the Gustin Trust.

G & G further agrees that any one of the following events, at the option of the Gustin Trust, shall cause all of the remaining principal sum balance and accrued interest to become immediately



due and payable without notice, presentment, or demand for payment, and that the Gustin Trustmay thereupon, without further notice immediately or at any time thereafter, request return of the ownership certificate from the escrow agent: (1) the insolvency of G & G, or the appointment of a receiver of the property of G & G; (2) the filing of a petition in bankruptcy by or against G & G, or the commencement of any proceeding in bankruptcy, or under any acts of the United States Congress relating to the relief of debtors, for the relief or adjustment of any indebtedness of G & G, either through reorganization, composition, extension, or otherwise; or (3) the attachment by creditors of the property of G & G.

At the option of G & G, all or any portion of the unpaid principal sum and accrued interest on this Promissory Note may be prepaid without penalty, the amount of the prepayment to be applied first to accrued interest and the remainder to such unpaid principal installments as G & Gshall designate in a written prepayment notice delivered to the Gustin Trust concurrently with the making of the prepayment.

No delay or failure on the part of the Gustin Trust to exercise any power or rights shall operate as a waiver thereof, and such rights and powers shall be deemed continuous, nor shall a partial exercise preclude full exercise thereof; and no right or remedy of the Gustin Trust shall be deemed abrieged or modified by any course of conduct, and no waiver thereof shall be predicated thereon, nor shall failure to exercise any such power or right subject the Gustin Trust to any liability.

G & G waives presentment for payment, notice of dishonor and protest.

IN WITNESS WHEREOF, G & G has executed and delivered this Promissory Note as of the date first above written.

G & G Enterprises, L.L.C., a Kansas limited liability company...

By:

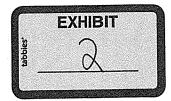
David Géorge General Manager

The undersigned, escrow agent, acknowledges receipt of G & G Enterprises, L.L.C. member's ownership certificate number 1 for twenty-five percent (25%), and agrees to hold, account for, and deliver said certificate in accordance with the provisions of this Promissory Note. The services of the undersigned as escrow agent hereunder shall be rendered without compensation.

Gene J. Pereira Dated: January \_\_\_\_, 2011

# IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS CIVIL COURT DEPARTMENT

ĢREGORY J. GUSTIN, .		)	
and . Plain	tiff,	) ) )	·
LINDA GUSTIN, Trustee o Gustin Revocable Trust dat as Amended,	of the Abraham J. ed December 29, 199	) ) (4, ) )	• • •
Plain and G&G ENTERPRISES, LLC	tiff-Intervenor,	) ) )	Case No. 11CV03966 <i>Consolidated With</i> Case No. 12CV00825
vs.	untary Plaintiff,	) ) )	Court No. 11 Chapter 60
DAVID GEORGE, in his ca Manager of G&G Enterprise DAVID GEORGE, Individu MICHAEL GEORGE, Indiv DAVID GEORGE, Trustee Family Trust dated Novemb	es, LLC; aally; vidually; and of the George	) ) ) )	
	Defendants.	) ) )·	and
LINDA K. GUSTIN, Truste Gustin Revocable Trust date 1994, as Amended,	e of the Abraham J. d December 29, Plaintiff,	) ) ) )	Consolidated With Case No. 14CV05037 Court No. 11
VS.		) )	Chapter 60
G&G ENTERPRISES, LLC,		) )	
	Defendant.	) )	



Case 15-41919-abf11 Claim 1-1 Part 3 Filed 12/22/15 Desc Attachment 2 Page 2 of 11

## SUPPLEMENTED AFFIDAVIT OF CRAIG L. CHANCE

#### STATE OF KANSAS ) ) ss: COUNTY OF JOHNSON )

Craig L. Chance, of lawful age, being first duly sworn upon his oath, states as follows:

1. I am over twenty-one (21) years of age. I have personal knowledge of the facts stated herein and can competently testify to the same.

2. I am a certified public accountant working for the PCM, LLC accounting firm and have an extensive accounting practice.

3. I have reviewed again the terms of the Promissory Note ("Note") attached hereto as Exhibit 1 in regard to default on payment of monthly installments owed under the Note.

4. I have reviewed the factual statements in the Supplemented Affidavit of Linda K. Gustin regarding the attachment of G&G's assets by Wells Fargo Bank National Association on July 25, 2014.

5. Attached as Exhibit 2 is a spreadsheet of my calculation of the principal and interest owed as a result of an acceleration of the Note's balance as of July 25, 2014 and the amount owed as of February 24, 2015 and the per diem interest owed on such sum until paid in full.

6. Attached as Exhibit 3 is a spreadsheet of my calculation of the principal and 6 interest owed as of February 24, 2015 for monthly payments owed and not paid by such date and the per diem interest owed on such sum until paid in full.

2

## FURTHER AFFIANT SAITH NOT.

CRAIG L. CHANCE

SUBSCRIBED AND SWORN TO before me this <u>12th</u> day of February, 2015 by Craig L. Chance.

Notary Public

My commission expires:

自、KELLEY A. WRIGHT 回回 Notary Public - State of Kansas My Appt. Expires 2-8-2010

#### PROMISSORY NOTE

#### \$774,903.00

#### January 24, 2011

FOR VALUE RECEIVED, G & G Enterprises, L.L.C. ("G & G") promises to payto the order of the Abraham J. Gustin Revocable Trust, dated December 29, 1994 as amended ("Justin Trust"), the principal sum of Seven Hundred Seventy-Four Thousand Nine Hundred and Three Dollars (\$774,903.00) with interest at the rate of 3.32% per annum on the principal balance from time to time remaining unpaid, beginning on the date hereof and continuing until paid at ante of 3.32% per annum (calculated on the basis of Three Hundred Sixty (360) day year tables and aplied on the basis of Thirty (30) days in each month), payable as follows:

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This Note and the obligations of G & G hereunder shall not be subject to any defense, set off, reduction or counter-claim whatsoever. Until further notice, all payments hereunder shall besent to Linda Gustin and Eric Hansen, as co-trustees, at Martin, Pringle, Oliver, Wallace & Bauer, LLP., 6900 College Boulevard, Overland Park, Kansas 66211.

Upon the failure to pay any installment on the due date thereof, and if the same is notpaid within sixty (60) days after receipt of written notice thereof, this Promissory Note shall be in default and the escrow provisions regarding defaulted payments shall apply.

As security for the payment of this Promissory Note, G & G concurrently herewith has deposited with Gene J. Pereira, 6533 Rainbow Ave, Mission Hills, KS 66208 as escrow agent, 6 & G Enterprises, L.L.C. member's ownership certificate number 1 for twenty-five percent (25%) being all of the ownership interest purchased according to the terms of the First Amendment To The Operating Agreement of G & G Enterprises, L.L.C., duly endorsed in blank for transfer. So long as G & G is not in default in the payment of this Promissory Note, it shall exercise and enjoy all the rights accruing from the ownership of the escrowed membership interest. If G & G defaults in the payment of this Promissory Note and such default continues for sixty (60) days, the escrow agent shall return the escrowed ownership certificate to the Gustin Trust. Upon payment in full of this Promissory Note, the escrow agent shall return all of the ownership certificate deposited with him to G & G without any notice or further consent from the Gustin Trust.

G & G further agrees that any one of the following events, at the option of the Gustin Trust, shall cause all of the remaining principal sum balance and accrued interest to become immediately

Page 1

EXHIBIT

of 11

due and payable without notice, presentment, or demand for payment, and that the Gustin Traimay thereupon, without further notice immediately or at any time thereafter, request return of the ownership certificate from the escrow agent: (1) the insolvency of G & G, or the appointment of a receiver of the property of G & G; (2) the filing of a petition in bankruptcy by or against G&G, or the commencement of any proceeding in bankruptcy, or under any acts of the United States Congress relating to the relief of debtors, for the relief or adjustment of any indebtedness of G&G, either through reorganization, composition, extension, or otherwise; or (3) the attachment by . creditors of the property of G & G.

At the option of G & G, all or any portion of the unpaid principal sum and accrued interest on this Promissory Note may be prepaid without penalty, the amount of the prepayment to be applied first to accrued interest and the remainder to such unpaid principal installments as 6& G shall designate in a written prepayment notice delivered to the Gustin Trust concurrently with the making of the prepayment.

No delay or failure on the part of the Gustin Trust to exercise any power or rightshall operate as a waiver thereof, and such rights and powers shall be deemed continuous, norshall a partial exercise preclude full exercise thereof; and no right or remedy of the Gustin-Trust shill be many and the second deemed for is a modified by any course of conduct, and no waiver thereof shall be prediated ..... thereon, nor shall failure to exercise any such power or right subject the Gustin Trust to any liability.

G & G waives presentment for payment, notice of dishonor and protest.

IN WITNESS WHEREOF, G & G has executed and delivered this Promissory Notes of the date first above written.

G & G Enterprises, L.L.C., a Kansas limited liability company...

By:

David Géorge General Manager

The undersigned, escrow agent, acknowledges receipt of G & G Enterprises, LLC. member's ownership certificate number 1 for twenty-five percent (25%), and agrees to hold, account for, and deliver said certificate in accordance with the provisions of this Promissory Note The services of the undersigned as escrow agent hereunder shall be rendered without compensation.

Gene J. Pereira Dated: January 2011

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Case 15-41919-abf11 Claim 1-1 Part 3 Filed 12/22/15 Desc Attachment 2 Page 6

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EXHIBIT 2 - SUPPLEMENTAL AFFIDAVIT OF CRAIG L. CHANCE . •

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	••			÷			102			
	· No.	Date	Base	· 9	0 Total			•	· · ·	
	· :	•	Interest		y Interest	P&I				
			Rate		r Rate	Payment	Interect	Dringing	Principal	
							·······································	Principal	Balance	
	•	Beginning Pro	omissory No	te Balano	e.				774 000 00	
-			•••	••••••	••	• • • • • • •			774,903.00	
		1 2/24/2011 2 3/24/2011		0.0000%		% 5,471.00	2,143.90	· 3,327.10	171 575 00	•
		-/-//2022		0.0000%			· · · · · · · · ·	/	771,575.90	
•				0.0000%		6 5,471.00			768,239.59	
	5	£ 5/24/2011		0.0000%			2,116.21	3,354.79	764,894.05 761,539.26	
	6			0.0000%		6 5,471.00	2,106.93	3,364.07	758,175.19	
	7	1 = 1 = 0 = =		0.0000%		6 5,471.00	2,097.62	3,373.38	754,801.80	
		-,,		0.0000%		6 5,471.00	2,088.28	3,382.72	751,419.09	
	8	· / = -/ = •		0.0000%			2,078.93	3,392.07		
	, 9 10			0.0000%		6 5,471.00	2,069.54	3,401.46	748,027.02	
	10	1=11=0222		0.0000%		6 5,471.00	2,060.13	3,410.87	744,625.56	
	11	,		0.0000%		6 5,471.00	2,050.69	3,420.31	741,214.69	
	12	/ ··· / ··· ·		0.0000%		5,471.00	2,041.23	3,429.77	737,794.38	
	13	/ /		0.0000%		5,471.00	2,031.74	3,439.26	734,364.61	
	14	, = , = = = = = =		0.0000%		5,471.00	2,022.23	3,448.77	730,925.36	
	15	4/24/2012	3.32%	0.0000%	3.3200%	5,471.00	2,012.69	. <u>3,458.31</u>	727,476.58	
		Tabal C. C.	•					<u>of 100.01</u>	724,018.27	
		Total for first	15 payments	5	•		31,180.27	50,884.73		
	16	5/24/2012	3.32%	1.00/	12 22000					
	17	6/24/2012	3.32%	10%	13.3200%	•	8,036.60	(2,565.60)	726,583.87	
	18	7/24/2012	3.32%	10%	13.3200%	•	8,065.08	(2,594.08)	729,177.95	
	19	8/24/2012	3.32%		13.3200%	,	8,093.88	(2,622.88)	731,800.83	
	<sup>1</sup> 20	9/24/2012	3.32%	10%	13.3200%	•	8,122.99	(2,651.99)	734,452.82	
	21	10/24/2012	3.32%	10%	13.3200%	5,471.00	8,152.43	(2,681.43)	737,134.24	
	22	11/24/2012	3.32%		13.3200%	5,471.00	8,182.19	(2,711.19)	739,845.43	,
	23	12/24/2012	3.32%	10%	13.3200%		8,212.28	(2,741.28)	742,586.72	
	24	1/24/2013			13.3200%	5,471.00	8,242.71	(2,771.71)	745,358.43	
	25	2/24/2013	3.32%		13.3200%	5,471.00	8,273.48	(2,802.48)	748,160.91	
	26	3/24/2013	3.32%		13.3200%	•	8,304.59	(2,833.59)	750,994.49	
	27	4/24/2013	3.32%		13.3200%	5,471.00	8,336.04	(2,865.04)	753,859.53	
	28	4/24/2013 5/24/2013	3.32%		13.3200%	5,471.00	8,367.84	(2,896.84)	756,756.37	
	29	5/24/2013 6/24/2013	3.32%		13.3200%	5,471.00	8,400.00	(2,929.00)	759,685.37	
	30	-	3.32%		13.3200%	5,471.00	8,432.51	(2,961.51)	762,646.88	
	31	7/24/2013	3.32%		13.3200%	5,471.00	8,465.38	(2,994.38)	765,641.26	
	32	8/24/2013	3.32%		13.3200%	5,471.00	8,498.62	(3,027.62)	768,668.87	
		9/24/2013	3.32%		13.3200%	5,471.00	8,532.22	(3,061.22)	771,730.10	·
	33	10/24/2013	3.32%	10% :	13.3200%	5,471.00	8,566.20	(3,095.20)	774,825.30	
	34	11/24/2013	3.32%	10% :	13.3200%	5,471.00	8,600.56	(3,129.56)	777,954.86	
	35	12/24/2013	3.32%	10% :	13.3200%	5,471.00	8,635.30	(3,164.30)		
	36	1/24/2014	3.32%	10% :	13.3200%	5,471.00	8,670.42	(3,199.42)	781,119.16	
							-,-,-,-,-,-,	(3,133.42)	784,318.59	

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37 38 39 40 41 42 43 44 45 46 47 48 49	2/24/2014 3/24/2014 4/24/2014 5/24/2014 6/24/2014 7/24/2014 8/24/2014 9/24/2014 10/24/2014 11/24/2014 1/24/2015 2/24/2015	3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32%	10%13.3200910%13.3200910%13.3200910%13.3200910%13.3200910%13.3200910%13.3200910%13.3200910%13.3200910%13.3200910%13.3200910%13.3200910%13.3200910%13.3200910%13.3200910%13.3200910%13.3200910%13.3200910%13.32009	6 5,471.00 6 5,471.00 6 5,471.00 6 5,471.00 6 5,471.00 6 0.00 6 0.00 6 0.00 0.00 0.00 0.00	8,705.94 8,741.84 8,778.15 8,814.86 8,851.98 8,889.51 8,927.45 8,927.45 8,927.45 8,927.45 8,927.45 8,927.45 8,927.45 8,927.45	(3,234.94) (3,270.84) (3,307.15) (3,343.86) (3,380.98) (3,418.51) 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	787,553.52 790,824.37 794,131.52 797,475.38 800,856.35 804,274.86 804,274.86 804,274.86 804,274.86 804,274.86 804,274.86 804,274.86 804,274.86
4	otal unpaid inte	erest throug	h February 24, 201	.5	<u>321,646.01</u>		
T	otal unpaid inte	erest due at Icipal plus ur	ce due at February February 24, 2015 npaid accrued inte o lender's declining	rest	ments		804,274.86 <u>321,646.01</u> 1,125,920.87 ( <u>31,180.27)</u>
۲ P ۱	otal due at Febr lus interest on r vith interest on	uary 24, 201 nonthly payı unpaid payn	15 ments due but ung nents compounde	naid			1,094,740.61
Т	otal due at Febr	uary 24, 201	15	a monthly			<u>55,319.59</u> <u>1,150,060.20</u>
С	alculation of per	diem intere	est after February 2	24, 2015			
A Pe	nnual interest ra diem based o	ate Ite due n 360 day ye	crued interest due ear per Promissory due after February	Note terms	24, 2015		1,150,060.20 13.3200% 153,188.02 360 425.52

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of 11 •

G&G Promissoruy Note		CRAIG L. CHANC Annual		Monthly	Number of	Interest Owed on
Gustin Trust	Monthly	Percentage	Divided by 12	Percentage	Months	Unpaid
Monthly Compound	Payment	Rate	-	Rate	Unpaid	Monthly
Interest on Unpaid		•			- ilpuid	Payments
Monthly Note Payments	•		· · · ·	•		
1		• • • • • •	•. • •		• • <sub>•</sub> • • •	
2	8,036.60	13.32%	· 1·2	1.1100%		3,033.01
3.	8,065.08	. 13.32%	12	1.1100%	. 33	
4	8,093.88	13.32%	12	1.1100%	32	2,874.94
: 5	8,122.99		•	1.1100%		2,795.12
6	8,152.43	13.32%	12	1.1100%	30	2,714.76
7 ·	8,182.19	13.32%	12	1.1100%	29	2,633.85
8	8,212.28	13.32%	-12	1.1100%	28	.2,552.38
9	8,242.71	13.32%	12	1.1100%	27	2,470.34
10	8,273.48	13.32%	12	1.1100%	26	2,387.73
11 .	8,304.59	13.32%	12	1.1100%	25	2,304.52
12	8,336.04	13.32%	12	1.1100%	24	2,220.72
13	8,367.84	13.32%	12	1.1100%	23	2,136.31
14	8,400.00 8,432.51	13.32%	12	1.1100%	22	2,051.28
15	8,465.38	13.32%	12	1.1100%	21	1,965.62
16	8,498.62	13.32%	12	1.1100%	20	1,879.31
	8;532.22	13.32%	12	1.1100%	19	1,792.36
18	8,566.20	13.32%	12	1.1100%	18	1,704.74
19	8,600.56	13.32%	12	1.1100%	17	1,616.44
20	8,635.30	13.32% 13.32%	12	1.1100%	16	1,527.46
21	8,670.42		12	1.1100%	15	1,437.78
22	8,705.94	13.32%	12	1.1100%	14	1,347.38
23	8,741.84	13.32%	12	1.1100%	13	1,256.27
24	8,778.15	13.32%	. 12	1.1100%	12	1,164.41
25	8,814.86	13.32%	12	1.1100%	11	1,071.81
26	8,851.98	13.32%	12	1.1100%	10	978.45
27	8,889.51	13.32%	12	1.1100%	9	884.31
28	8,889.91 8,927.45	13.32%	12	1.1100%	8	789.39
29	8,927.45 8,927.45	13.32%	12	1.1100%	7	693.66
30	•	13.32%	12	1.1100%	6	594.57
31	8,927.45 8 027 45	13.32%	12	1.1100%	5	495.47
32	8,927.45	13.32%	12	1.1100%	4	396.38
33	8,927.45	13.32%	12	1.1100%	3	297.28
34	8,9 <u>27.45</u>	13.32%	12	1.1100%	2	198.19
5-	8,927.45	13.32%	12	1.1100%	1	. 99.09

## Total interest on 34 unpaid installments at

Annual Percentage Rate of 13.32%/Monthly Percentage Rate of 1.11%

55,319.59

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## . Case 15-41919-abf11 Claim 1-1 Part 3 Filed 12/22/15 Desc Attachment 2 Page 9 of 11

## EXHIBIT 3 - SUPPLEMENTAL AFFIDAVIT OF CRAIG L. CHANCE

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No.	Date	Base	90	) Total	<sup>.</sup>	. •		• .
		Interest	Day	Interest	P&I	•		Principa <b>l</b>
•		Rate	Libor	Rate	Payment	Interest	Principal	Balance
		·. ·	••••••	· · ·	• • • •		· · · · · · ·	
	Beginning Pro	omissory No	te Balance	e	• •	• • • •	•	774,903.00
1				• •	•			
2		• -	0.0000%		5,471.00	2,143.90	3,327.10	771,575.90
			0.0000%		5,471.00	2,134.69	3,336.31	768,239.59
3 4			0.0000%	• •	5,471.00	2,125.46	3,345.54	764,894.05
. 5			0.0000%	-	5,471.00	2,116.21	3,354.79	761,539.26
. 5			0.0000%		5,471.00	2,106.93	3,364.07	758,175.19
7			0.0000%		5,471.00	2,097.62	3,373.38	754,801.80
8	,,		0.0000%		5,471.00	2,088.28	3,382.72	75 <b>1,</b> 419.09
9			0.0000%		5,471.00	2,078.93	3,392.07	748,027.02
10			0.0000%	• -	5,471.00	2,069.54	3,401.46	744,625.56
11	12/24/2011		0.0000%		5,471.00	2,060.13	3,410.87	741,214.69
12	1/24/2011		0.0000%		5,471.00	2,050.69	3,420.31	737,794.38
13	2/24/2012	•	0.0000%		5,471.00	2,041.23	3,429.77	734,364.61
14	3/24/2012		0.0000% 0.0000%		5,471.00	2,031.74	3,439.26	730 <b>,</b> 925.36
15	4/24/2012			3.3200%	5,471.00	2,022.23	3,448.77	727,476.58
10	4/24/2012	3.32%	0.0000%	3.3200%	5,471.00	<u>2,012.69</u>	<u>3,458.31</u>	724,018.27
	Total for first	15 payment	s		82,065.00	31,180.27	E0 004 70	
		•			02,000.00	51,180.27	50,884.73	
16	5/24/2012	3.32%	10%	13.3200%	5,471.00	8,036.60	(2,565.60)	700 500 07
17	6/24/2012	3.32%		13.3200%	5,471.00	8,065.08	(2,594.08)	726,583.87
18	7/24/2012	3.32%		13.3200%	5,471.00	8,093.88	(2,622.88)	729,177.95
19	8/24/2012	3.32%		13.3200%	5,471.00	8,122.99	•	731,800.83
20	9/24/2012	3.32%		13.3200%	5,471.00	8,152.43	(2,651.99) (2,681.43)	734,452.82
21	10/24/2012	3.32%		13.3200%	5,471.00	8,182.19		737,134.24
22	11/24/2012	3.32%		13.3200%	5,471.00	8,212.28	(2,711.19) (2,741.28)	739,845.43
23	12/24/2012	3.32%		13.3200%	5,471.00	8,242.71	•	742,586.72
24	1/24/2013	3.32%		13.3200%	5,471.00	8,273.48	(2,771.71)	745,358.43
25	2/24/2013	3.32%		13.3200%	5,471.00	8,304.59	(2,802.48)	748,160.91
26	3/24/2013	3.32%		13.3200%	5,471.00	8,336.04	(2,833.59)	750,994.49
27	4/24/2013	3.32%		13.3200%	5,471.00	8,367.84	(2,865.04)	753,859.53
· 28	5/24/2013	3.32%		13.3200%	5,471.00	8,400.00	(2,896.84)	756,756.37
29	6/24/2013	3.32%		13.3200%	5,471.00	8,432.51	(2,929.00)	759,685.37
30	7/24/2013	3.32%		13.3200%	5,471.00	8,452.51 8,465.38	(2,961.51)	762,646.88
31	8/24/2013	3.32%		13.3200%	5,471.00	8,403.58 8,498.62	(2,994.38) (2,027.62)	765,641.26
32	9/24/2013	3.32%		13.3200%	5,471.00	8,532.22	(3,027.62)	768,668.87
33	10/24/2013	3.32%		13.3200%	5,471.00 5,471.00		(3,061.22)	771,730.10
34	11/24/2013	3.32%		13.3200%	5,471.00 5,471.00	8,566.20 8,600 F.C	(3,095.20)	774,825.30
35	12/24/2013	3.32%		13.3200%	5,471.00 5,471.00	8,600.56 8,625.20	(3,129.56)	777,954.86
		2102/0	2070 .	20,020070	J,47 I.UU	8,635.30	(3,164.30)	781,119.16

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36 37 38 39 40 41 42 43 44 45 46 47 48 49	7/24/2014 8/24/2014 9/24/2014 10/24/2014 11/24/2014 12/24/2014 1/24/2015 2/24/2015	3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32% 3.32%	10% 13.3200% 10% 13.3200%	5,471.00 5,471.00 5,471.00 5,471.00 5,471.00 5,471.00 5,471.00 5,471.00 5,471.00 5,471.00 5,471.00 5,471.00 5,471.00 5,471.00	8,670.42 8,705.94 8,741.84 8,778.15 8,814.86 8,851.98 8,889.51 8,927.45 8,965.82 9,004.61 9,043.83 9,083.49 9,123.59 9,164.13 <u>322,466.79</u>	(3,199.42) (3,234.94) (3,270.84) (3,307.15) (3,343.86) (3,380.98) (3,418.51) (3,456.45) (3,494.82) (3,533.61) (3,572.83) (3,612.49) (3,652.59) (3,693.13)	784,318.59 787,553.52 790,824.37 794,131.52 797,475.38 800,856.35 804,274.86 807,731.31 811,226.13 814,759.74 818,332.57 821,945.06 825,597.65 829,290.79
	lst 15 total payr Remaining 34 to		s due				82,065.00 <u>322,466.79</u>
ר נ	fotal unpaid prir .ess interest not	ncipal plus u owed due t	npaid accrued inte o lender's declining	rest g first 15 payn	nents		404,531.79 (31,180.27)
P	otal due at Febr lus interest on r	nonthly pay	ments due but unr	aid			373 <b>,</b> 351.52
1	otal due at Febr	uary 24, 201		monthly			<u>55,343.77</u> <u>428,695.29</u>
C	alculation of no	r diam inton	and fine the second	•	•		

Calculation of per diem interest after February 24, 2015

Unpaid Principal & unpaid accrued interest due on February 24, 2015 Default interest rate Annual interest rate due Per diem based on 360 day year per Promissory Note terms Daily (per diem) interest rate due after February 24, 2015	428,695.29 13.3200% 57,102.21 360
<i>y i i i i i i i i i i</i>	158.62

**G&G Promissoruy Note** 

Monthly Note Payments

Monthly Compound

Interest on Unpaid

**Gustin Trust** 

EXHIBIT 3 - PAGE 2 - SUPPLEMEMTAL CRAIG L. CHANCE AFFIDAVIT

Monthly

Payment

Annual

Rate

Percentage

Filed 12/22/15 Desc Attachment 2 of 11

Page 11

Number of

Months

Unpaid

Interest

Owed on

Unpaid

Monthly

Payments

Divided by 12

•

Monthly

Rate

Percentage

	•	• •				
1.	8,036:60	13.32%	. 10	4 440004		
2 ·	8,065.08	13.32%	12 12	1.1100%	34	• • • • • • • • • • • • • • • • • • • •
3	8,093.88	13.32%	12	1.1100%	33	•
4	8,122.99	13.32%	12 12	1.1100%	32	•
5	8,152.43	13.32%	• • •	1.1100%	-	2,795.12
6	8,182.19	13.32%	12	1.1100%		2,714.76
7	8,212.28	13.32%	12	1.1100%	29	•
8	8,242.71	13.32%	12	1.1100%	28	•
9	8,273.48	13.32%	12	1.1100%	27	•
10	8,304.59	13.32%	12	1.1100%	. 26	2,387.73
11	8,336.04	13.32%	12	1.1100%	25	2,304.52
12	8,367.84	13.32%	12	1.1100%	24	2,220.72
13	8,400.00	13.32%	12	1.1100%	23	2,136.31
14	8,432.51	13.32% 13.32%	12	1.1100%	22	2,051.28
15	8,465.38	13.32%	12	1.1100%	21	1,965.62
16	8,498.62	13.32%	12	1.1100%	20	1,879.31
17	8,532.22	13.32%	12	1.1100%	19	1,792.36
18	8,566.20	13.32%	12	1.1100%	18	1,704.74
19	8,600.56	13.32%	12	1.1100%	17	1,616.44
20	8,635.30	13.32%	12	1.1100%	16	1,527.46
21	8,670.42	13.32%	12	1.1100%	15	1,437.78
22	8,705.94	13.32%	12	1.1100%	14	1,347.38
23	8,741.84		12	1.1100%	13	1,256.27
24	8,778.15	13.32%	12	1.1100%	12	1,164.41
25	8,814.86	13.32%	. 12	1.1100%	11	1,071.81
26	•	13.32%	12	1.1100%	10	978.45
27	8,851.98	13.32%	12	1.1100%	9	884.31
28	8,889.51	13.32%	12	1.1100%	. 8	789.39
29	8,927.45	13.32%	12	1.1100%	7	693.66
30	8,965.82	13.32%	12	1.1100%	6	597.12
31	9,004.61	13.32%	12	1.1100%	5	499.76
	9,043.83	13.32%	12	1.1100%	4	401.55
32	9,083.49	13.32%	12	1.1100%	3	302.48
33	9,123.59	13.32%	12	1.1100%	2	202.54
34	9,164.13	13.32%	12	1.1100%	1	101.72
					-L.	101.12

## Total interest on 34 unpaid installments at

Annual Percentage Rate of 13.32%/Monthly Percentage Rate of 1.11%

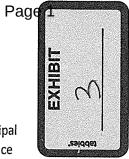
<u>55,343.77</u>

Case 15-41919-abf11 Claim 1-1 Part 4

Filed 12/22/15 Desc Attachment 3 of 2

Pincipal & Interest Calculation Based on Bankruptcy default/acceleration date of July 2015

No.	Date	Base Interest		Total Interest	P&I			
		Rate		Rate	Page Page Page Page Page Page Page Page	Interest	Principal	Principal
					. aymene	merese	Filicipai	Balance
	Beginning Pro	omissory No	te Balance	9				774,903.00
1	• •	3.32%	0.0000%	3.3200%	5,471.00	2,143.90	3,327.10	771,575.90
2	• •	3.32%	0.0000%	3.3200%	5,471.00	2,134.69	3,336.31	768,239.59
3		3.32%	0.0000%	3.3200%	5,471.00	2,125.46	3,345.54	764,894.05
4		3.32%	0.0000%	3.3200%	5,471.00	2,116.21	3,354.79	761,539.26
5	• •	3.32%	0.0000%	3.3200%	5,471.00	2,106.93	3,364.07	758,175.19
6		3.32%	0.0000%	3.3200%	5,471.00	2,097.62	3,373.38	754,801.80
7	8/24/2011	3.32%	0.0000%	3.3200%		2,088.28	3,382.72	751,419.09
8	, , =-==	3.32%	0.0000%	3.3200%		2,078.93	3,392.07	748,027.02
9	10/24/2011	3.32%	0.0000%	3.3200%		2,069.54	3,401.46	744,625.56
10	11/24/2011	3.32%	0.0000%	3.3200%		2,060.13	3,410.87	741,214.69
11	12/24/2011	3.32%	0.0000%	3.3200%		2,050.69	3,420.31	737,794.38
12	1/24/2012	3.32%	0.0000%	3.3200%		2,041.23	3,429.77	734,364.61
13	2/24/2012	3.32%	0.0000%	3.3200%	5,471.00	2,031.74	3,439.26	730,925.36
14	3/24/2012	3.32%	0.0000%	3.3200%	5,471.00	2,022.23	3,448.77	727,476.58
15	4/24/2012	3.32%	0.0000%	3.3200%	5,471.00	<u>2,012.69</u>	<u>3,458.31</u>	724,018.27
					,		<u>0,100.01</u>	724,010.27
	Total for first 2	15 payment	S			31,180.27	50,884.73	
16	5/24/2012	3.32%	10%	13.3200%	5,471.00	8,036.60	(2,565.60)	726,583.87
17	6/24/2012	3.32%	10%	13.3200%	5,471.00	8,065.08	(2,594.08)	729,177.95
18	7/24/2012	3.32%	10%	13.3200%	5,471.00	8,093.88	(2,622.88)	731,800.83
19	8/24/2012	3.32%	10%	13.3200%	5,471.00	8,122.99	(2,651.99)	734,452.82
20	9/24/2012	3.32%	10%	13.3200%	5,471.00	8,152.43	(2,681.43)	737,134.24
21	10/24/2012	3.32%	10%	13.3200%	5,471.00	8,182.19	(2,711.19)	739,845.43
22	11/24/2012	3.32%	10%	13.3200%	5,471.00	8,212.28	(2,741.28)	742,586.72
23	12/24/2012	3.32%		13.3200%	5,471.00	8,242.71	(2,771.71)	745,358.43
24	1/24/2013	3.32%	10%	13.3200%	5,471.00	8,273.48	(2,802.48)	748,160.91
25	2/24/2013	3.32%	10%	13.3200%	5,471.00	8,304.59	(2,833.59)	750,994.49
26	3/24/2013	3.32%	10%	13.3200%	5,471.00	, 8,336.04	(2,865.04)	753,859.53
27	4/24/2013	3.32%	10%	13.3200%	5,471.00	8,367.84	(2,896.84)	756,756.37
28	5/24/2013	3.32%	10%	13.3200%	5,471.00	8,400.00	(2,929.00)	759,685.37
29	6/24/2013	3.32%		13.3200%	5,471.00	8,432.51	(2,961.51)	762,646.88
30	7/24/2013	3.32%		13.3200%	5,471.00	8,465.38	(2,994.38)	765,641.26
31	8/24/2013	3.32%			5,471.00	8,498.62	(3,027.62)	768,668.87
32	9/24/2013	3.32%			5,471.00	8,532.22	(3,061.22)	771,730.10
33	10/24/2013	3.32%			5,471.00	8,566.20	(3,095.20)	774,825.30
34	11/24/2013	3.32%			5,471.00	8,600.56	(3,129.56)	777,954.86
35	12/24/2013	3.32%			5,471.00	8,635.30	(3,164.30)	781,119.16
36	1/24/2014	3.32%			5,471.00	8,670.42	(3,199.42)	
	• • •		_0/0 .			0,070.42	(3,133.42)	784,318.59



of 2

37	2/24/2014	3.32%	10%	13.3200%	5,471.00	8,705.94	(3,234.94)	787,553.52
38	3/24/2014	3.32%	10%	13.3200%	5,471.00	8,741.84	(3,270.84)	790,824.37
39	4/24/2014	3.32%	10%	13.3200%	5,471.00	8,778.15	(3,307.15)	794,131.52
40	5/24/2014	3.32%	10%	13.3200%	5,471.00	8,814.86	(3,343.86)	797,475.38
41	6/24/2014	3.32%	10%	13.3200%	5,471.00	8,851.98	(3,380.98)	800,856.35
42	7/24/2014	3.32%	10%	13.3200%	5,471.00	8,889.51	(3,418.51)	804,274.86
43	8/24/2014	3.32%	10%	13.3200%	5,471.00	8,927.45	(3,456.45)	807,731.31
44	9/24/2014	3.32%	10%	13.3200%	5,471.00	8,965.82	(3,494.82)	811,226.13
45	10/24/2014	3.32%	10%	13.3200%	5,471.00	9,004.61	(3,533.61)	814,759.74
46	11/24/2014	3.32%	10%	13.3200%	5,471.00	9,043.83	(3,572.83)	818,332.57
47	12/24/2014	3.32%	10%	13.3200%	5,471.00	9,083.49	(3,612.49)	821,945.06
48	1/24/2015	3.32%	10%	13.3200%	5,471.00	9,123.59	(3,652.59)	825,597.65
49	2/24/2015	3.32%	10%	13.3200%	5,471.00	9,164.13	(3,693.13)	829,290.79
50	3/24/2015	3.32%	10%	13.3200%	5,471.00	9,205.13	(3,734.13)	833,024.91
51	4/24/2015	3.32%	10%	13.3200%	5,471.00	9,246.58	(3,775.58)	836,800.49
52	5/24/2015	3.32%	10%	13.3200%	5,471.00	9,288.49	(3,817.49)	840,617.98
53	6/24/2015	3.32%	10%	13.3200%	5,471.00	9,330.86	(3,859.86)	844,477.83
54	7/24/2015	3.32%	10%	13.3200%	5,471.00	9,373.70	(3,902.70)	848,380.54
55	8/24/2015	3.32%	10%	13.3200%	0.00	9,417.02	0.00	848,380.54
56	9/24/2015	3.32%	10%	13.3200%	0.00	9,417.02	0.00	848,380.54
57	10/24/2015	3.32%	10%	13.3200%	0.00	9,417.02	0.00	848,380.54
58	11/24/2015	3.32%	10%	13.3200%	0.00	9,417.02	0.00	848,380.54
59	12/24/2015	3.32%	10%	13.3200%	0.00	9,417.02	0.00	848,380.54
٦	Fotal unpaid into Fotal unpaid priv	ncipal balanc	e due a	t December	24, 2015	<u>415,996.66</u>		848,380.54
l	Fotal unpaid inte	erest due at	Decemi	per 24, 2015	5			<u>415,996.66</u>
-	Total unnaid avi	in - i - i	• 1					
	Total unpaid prin							1,264,377.20
L	ess interest not.	. owed due to	o lender	's declining	first 15 pay	/ments		<u>(31,180.27)</u>
	otal due at Dec Plus interest on i			ue but unpa	aid			1,233,196.93
,	with interest on	unpaid payr	nents co	ompounded	monthly			<u>96,904.55</u>
Т	otal due at Dec	ember 24, 2(	015					1,330,101.48
C	alculation of pe	r diem intere	est after	December	24, 2015			
	Inpaid Principal		crued in	terest due o	on Decembe	er 24, 2015		1,330,101.48
Default interest rate					13.3200%			
	nnual interest r							177,169.52
Р	er diem based o	on 360 day ye	ear per l	Promissory	Note terms			360
D	aily (per diem) i	interest rate	due afte	er Decembe	r 24, 2015			492.14

## Western District of Missouri Claims Register

<u>15-419</u>	<u>19-at</u>	of11 G&G	÷	<u>C (JOINT ADMIN-All</u> 15-41915)	Docketing to be
<b>Judge:</b> Arthur B. Federman <b>Office:</b> Kansas City			ansas City	Chapter: 11 Last Date to file clair	ns:
Trustee:		Last Date to file (Govt):			
Creditor:(15585821)Claim No: 1Abraham J. GustinOriginal FiledRevocable Trust datedDate: 12/22/201512291994Original Entered%Thomas S. BuschDate: 12/22/2015Martin Pringle, et al9401 Indian CreekParkway, Bldg 40, Ste 1150Overland Park, KS66210Original Entered		Entered by: ePOC			
Amount	claim	ed: \$133010	1.48		
History:					
<u>Details</u>					
Descriptio	on:				
Remarks.					

#### **Claims Register Summary**

Case Name: G&G Enterprises, LLC (JOINT ADMIN-All Docketing to be done in 15-

41915) Case Number: 15-41919-abf11 Chapter: 11 Date Filed: 07/02/2015 Total Number Of Claims: 1

Total Amount Claimed*	\$1330101.48
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		
Priority		
Administrative		