

Fill in this information to identify the case:

Debtor 1 GGI Holdings, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas, Dallas Division

Case number 20-31318-hdh11

E-Filed on 09/02/2020
Claim # 281

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?	<u>Argo Partners as Assignee of Advanced Elevator Cor</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. Has this claim been acquired from someone else?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. From whom? <u>Advanced Elevator Corporation</u>	
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? <u>Paul S. Berg, SVP</u> Name <u>12 West 37th Street, 9th Floor</u> Number Street <u>New York</u> <u>NY</u> <u>10018</u> City State ZIP Code Contact phone <u>(212) 643-5457</u> Contact email <u>paul@argopartners.net</u> 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: _____

7. How much is the claim? \$ 5,560.00. 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.
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

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 one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ 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.

Amount entitled to priority

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

* 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 09/02/2020
MM / DD / YYYY

Paul S. Berg

Signature

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

Name Paul S. Berg
First name Middle name Last name

Title SVP

Company Argo Partners
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address
Number Street

City State ZIP Code

Contact phone Email

Attachment 1 - AdvancedElevator_Invoices.pdf

Description -

Advanced Elevator Corporation

P O Box 530

Lothian, Md 20711

Invoice

Date	Invoice #
2/1/2020	65226

Bill To

Gold's Gym International
Accounts Payable
4001 Maple Ave., Suite 200
Dallas, TX 75219

P.O. No.	Terms	Due Date
	Net 30 Days	3/1/2020

Description	Qty	Rate	Amount
Preventive Maintenance		4,070.00	4,070.00
Semi-annual invoice for preventive maintenancè. Escalator & elevator.			
Sales Tax		5.00%	0.00
Store # 46019-11674 A-B Plaza America Dr., Reston, VA		Total	\$4,070.00

Phone #

301-627-1133

Advanced Elevator Corporation

P O Box 530

Lothian, Md 20711

Invoice

Date	Invoice #
3/17/2020	x66168 ✓

Bill To
Gold's Gym International Accounts Payable 4001 Maple Ave., Suite 200 Dallas, TX 75219

P.O. No.	Terms	Due Date
226524 WEB-225736	Net 30 Days	4/17/2020

Description	Qty	Rate	Amount
Service		1,490.00	1,490.00
Provide and replace handrail track sections.			
Sales Tax		5.00%	0.00
11674 A-B Plaza America Dr., Reston, VA		Total	\$1,490.00

Phone #
301-627-1133

ADVANCED ELEVATOR CORP.

5101 Branchville Road
College Park, MD 20740

Phone 301-627-1133
Toll Free 1-866-4ELEVATOR
Fax 301-627-4320
Email: advancedelevator@msn.com

September 27, 2019

Customer Information:

Gold's Gym
4001 Maple Ave., Suite 200
Dallas, TX 75219

Equipment Location:

Gold's Gym
11674 Plaza America Drive
Reston, VA 20190

Re: Escalator handrail curve track replacement

Attn: Mr. Derek Haynes,

The handrail top curve track sections on the escalator are damaged. These need to be replaced with the handrail replacement. The price to provide and replace these track sections is **\$1,490.00**. All work to be performed during the normal days and hours of the elevator trade.

Proposed by:

Rodney A. Smentkowski

Rodney A. Smentkowski
Service Manager

Accepted By: _____

Date: _____

Title: _____

PO #: _____

ADVANCED ELEVATOR CORP.

P.O. BOX 530 • LOTHIAN, MD 20711 • (301) 627-1133 • (301) 599-0785 FAX

BUILDING NAME Golds Gym
 ADDRESS 11674 Plaza America Drive UNIT OR BLDG. NUMBER _____
 CITY Boston STATE VA ZIP _____ MACHINE NUMBER Esc
 EQUIPMENT MANUFACTURER O&K
 EQUIPMENT DESCRIPTION Escalator 121868

1) EMPLOYEE NAME

Justin Kirby

EMPLOYEE TIME SHEET

TIME CLASSIFICATION

HOURS WORKED

WED THURS FRI SAT SUN MON TUES

MILEAGE:

NA

STRAIGHT

OVERTIME X 1.5

OVERTIME X 1.7

OVERTIME X 2.0

TRAVEL TIME @ST / @

STRAIGHT

OVERTIME X 1.5

OVERTIME X 1.7

OVERTIME X 2.0

TRAVEL TIME @ST / @

2) EMPLOYEE NAME

Eric Russi

MILEAGE:

NA

PARTS AND MATERIALS INSTALLED

EMPLOYEE EXPENSES / COMMENTS

ZONE -

MISC. -

ORDER FOR JOB STOCK:

MATERIAL -

WORK COMPLETED

YES ☒ NO ☐

KEYS RETURNED

YES ☒ NO ☐ N/A ☐

TOOLS PICKED UP

YES ☒ NO ☐

UPDATED CHECK CHARTS

YES ☐ NO ☒ N/A ☐

TESTING ONLY

STICKER / CAT YES ☐ NO ☐

TEST TAGS YES ☐ N/A ☐

TEST FORMS YES ☐ NO ☐

FIRE DEVICES

SHUNT TRIP YES ☐ NO ☐

MR YES ☐ NO ☐

HOISTWAY YES ☐ NO ☐

FIRE SVS YES ☐ NO ☐

TECH 1

TECH 2

TIME IN 7:00 AM

TIME OUT 4:30 PM

MAINTENANCE

CONSTRUCTION

BILLABLE

OTCB

MISHANDLING

SERVICE

MODERNIZATION

MISUSE

ABUSE

VANDALISM

PROBLEM REPORTED / WORK PERFORMED:

Provide to replace damaged handrail guide.
Provide to replace damaged handrail.
Assist w/ handrail vulcanizing.
Left part of service for adhesives to set.

PLEASE SEE THAT THE ITEMS SHOWN ARE CORRECT BEFORE SIGNING. ALL CHARGES ARE MADE FROM THIS TICKET. THE TERMS OF THE CONTRACT SHALL APPLY IN BILLING. THE CUSTOMER AGREES TO PAY ALL CHARGES NOT COVERED BY THE SERVICE CONTRACT. SEE BACK OF TICKET FOR ADDITIONAL TERMS.

CUSTOMER'S SIGNATURE

TODAY'S DATE

MECHANIC'S SIGNATURE

CUSTOMER'S P.O. NUMBER / TRACKING AND AUTH. CODE

WEEK END. DATE

JOB NUMBER

Attachment 2 - Advanced Elevator F.pdf

Description -

United States Bankruptcy Court

Northern District of Texas

In re Gold's Holdings Corp., Case No. 20-31320

JOINTLY ADMINISTERED UNDER

GGI Holdings, LLC, Case No. 20-31318

Court ID (Court use only)_____

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives notice pursuant to Rule 3001(e)(1), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this notice.

Name of Transferee

Argo Partners

Name of Transferor

Advanced Elevator Corporation

Name and Address for notices and payments:

12 West 37th Street, 9th Floor

New York, NY 10018

Phone:(212) 643-5457

Court Record Address of Transferor

(Court Use Only)

Name & Current Address of Transferor

Advanced Elevator Corporation

POB 530

Lothian, MD 20711

Phone: (301) 627-1133

Court Claim #

Sched F \$5,560.00

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:/s/ Paul S. Berg

Transferee/Transferee's Agent

Date: July 30, 2020

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

~DEADLINE TO OBJECT TO TRANSFER~

The transferor of claim named above is advised that this Notice of Transfer of Claim Other Than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objections must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date:_____

CLERK OF THE COURT

ASSIGNMENT OF CLAIM

Advanced Elevator Corporation, having a mailing address at **POB 530 , Lothian, MD 20711** ("Assignor"), in consideration of the sum of \$ **(the "Purchase Price")**, or of the Claim (the "Purchase Rate"), does hereby transfer to Argo Partners, which includes Argo Partners II LLC and Argo Partners Fund III LLC, having an address at 12 West 37th Street, 9th Fl. New York, NY 10018 ("Assignee") all of Assignor's right, title and interest in and to claim or claims of Assignor, as more specifically set forth (the "Claim") against Gold's Holding Corp. Case No. 20-31320, ("Debtor") Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Northern District of Texas (the "Court"), jointly administered under GGI Holdings, LLC Case No. 20-31318 in the currently outstanding amount of not less than **\$5,560.00** and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim identified below and Assignor's rights to receive all interest, penalties and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party and all cash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim, together with voting and other rights and benefits arising from, under or relating to any of the foregoing. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest. For the avoidance of doubt, the Claim shall include, without limitation, any and all cure claims, reclamation claims and administrative priority claims that may arise out of the same underlying contracts or facts and circumstances that give rise to the Claim.

The term "Proof of Claim" shall mean any and all proofs of claim that may be filed in respect of the Claim or any part thereof, whether formal or informal and whether previously or hereafter filed (including without limitation, that certain proof of claim in the amount of \$, which has been duly and timely filed in the Proceedings and which has not been revoked or superseded, a true and correct copy of which is annexed to this Assignment of Claim). For the avoidance of doubt, if the Proof of Claim amount differs from the Claim amount set forth above, Assignee shall nevertheless be deemed the owner of the entire Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that: the amount of the Claim is not less than **\$5,560.00**; the Claim in that amount is valid and enforceable; no objection to the Claim exists; the Claim is listed by the Debtor on its schedule of liabilities as amended to date ("Schedule") as such; no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the Claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignee receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment per dollar of claim than other unsecured creditors; the Claim is not subject to any factoring agreement; Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part; Assignor owns and has title to the Claim free of any and all liens, security interests or encumbrances of any kind or nature whatsoever; and it is not subject to any offset, defenses or subordination that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value. Assignor agrees to indemnify Assignee from all losses, damages and liabilities, including attorneys fees and expenses, which result from Assignor's breach of any representation, warranty or covenant set forth herein, or from any action, proceedings, objection or investigation relating to any attempt or threatened attempt to avoid, disallow, reduce, subordinate or otherwise impair the Claim or otherwise delay payments or distributions in respect of the Claim. Neither party hereto assumes or shall be responsible for any obligations or liabilities of the other party related to or in connection with this Assignment of Claim.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignee assumes all of the recovery risk in terms of the amount paid on the Claim. Assignee does not, however, assume the risk that all or any part of the Claim may become, becomes, or is disallowed, avoided, reduced, disputed, objected to or otherwise impaired in any way (any of the occurrences or conditions described is referenced herein singularly and/or collectively as an "Impairment"). In the event of Impairment, Assignor agrees to immediately refund an amount equal to the portion of the Claim Amount subject to the Impairment multiplied by the Purchase Rate.

In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assignor is hereby deemed to sell to Assignee, and Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignee shall remit such payment to Assignor upon Assignee's satisfaction in its sole discretion that the Claim has been allowed in the higher amount and that neither the Claim nor distributions thereon is subject to any potential objection or reduction by the Debtor.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignee full authority to do all things necessary to enforce the claim and its rights thereunder pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as Assignee may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days after receipt thereof) deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to

transfer such property to Assignee. The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be enforceable by Assignor, Assignee and their respective successors and assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representations, warranties, indemnities and agreements made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

CONSENT AND WAIVER

Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives its right to raise any objections thereto and its right to receive notice pursuant to Rule 3001 of the Rules of Bankruptcy Procedure.

IN WITNESS WHEREOF, the undersigned **Assignor** hereunto sets its hand this 27 day of July 2020.

ATTEST:

By: Stan Smentkowski

Signature

Telephone #

301-627-1133

Stan Smentkowski / President

Print Name/Title

Fax #

301 599-0785

advancedelevator@msn.com

E-mail

Advanced Elevator Corporation

IN WITNESS WHEREOF, the undersigned **Assignee** hereunto sets its hand this 30th day of July 2020.

ATTEST:

By: Paul Berg

Paul S. Berg

Argo Partners

(212) 643-5457

(212)-643-6401 Fax

Jonathan Fam