

Fill in this information to identify the case:

Debtor 1 Gold's Texas Holdings Group, Inc.

Debtor 2 _____
(Spouse, if filing)

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

Case number 20-31337-hdh11

E-Filed on 02/08/2021
Claim # 436

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>Nabers Eaton Properties</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 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?
	Where should payments to the creditor be sent? (if different)
	<u>Marquis Eaton Nabers</u> Name
	<u>2915 Hidden Elm</u> Number Street
	<u>San Antonio TX 78261</u> City State ZIP Code
	Contact phone <u>(210) 667-0749</u>
	Contact email <u>marknabers@gmail.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>325</u>	
Filed on <u>09/08/2020</u> 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? \$ 63,710.19. 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.

Contact Obligations _____

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. \$ 5,000.00

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).

Amount entitled to priority

\$ 0.00

☐ 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).

\$ 0.00

☐ 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).

\$ 0.00

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ 0.00

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ 0.00

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ 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 02/08/2021
MM / DD / YYYY

Marquis Eaton Nabers

Signature

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

Name Marquis Eaton Nabers
First name Middle name Last name

Title Managing Partn

Company Nabers Eaton Properties
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 - AmendedProofOfClaim.2.8.2021.pdf

Description -

AMENDED PROOF OF CLAIM 2/8/2021

Lease Agreement Termination Date - 6/30/2023; Monthly Rental - \$2500/month

Triple Net Lease Contact (Lessor pays Taxes, Insurance, & Maintenance)

Gold's Bankruptcy Petition Date - 5/4/2020

BCAD 2020 Property Taxes - \$21,085.08 (\$1,757.09/month)

Property Liability Insurance 6/10/20 - 6/10/21 - \$651.00 (\$54.25/month)

	<u>Unpaid Rent</u> <u>up to Petition</u> <u>Date</u>	<u>12 Months</u> <u>Rent after</u> <u>Petition Date</u>	<u>Property Taxes up</u> <u>to Petition Date</u>	<u>12 Months</u> <u>Property Taxes</u> <u>after Petition Date</u>	<u>12 Months Property</u> <u>Liability Insurance</u> <u>after Petition Date</u>
January-20			\$1,757.09		
February-20			\$1,757.09		
March-20			\$1,757.09		
April-20	\$2,500.00		\$1,757.09		
May-20	\$2,500.00			\$1,757.09	
June-20		\$2,500.00		\$1,757.09	\$54.25
July-20		\$2,500.00		\$1,757.09	\$54.25
August-20		\$2,500.00		\$1,757.09	\$54.25
September-20		\$2,500.00		\$1,757.09	\$54.25
October-00		\$2,500.00		\$1,757.09	\$54.25
November-20		\$2,500.00		\$1,757.09	\$54.25
December-20		\$2,500.00		\$1,757.09	\$54.25
January-21		\$2,500.00		\$1,757.09	\$54.25
February-21		\$2,500.00		\$1,757.09	\$54.25
March-21		\$2,500.00		\$1,757.09	\$54.25
April-21		\$2,500.00		\$1,757.09	\$54.25
May-21		\$2,500.00			
TOTALS	\$5,000.00	\$30,000.00	\$7,028.36	\$21,085.08	\$596.75
GRAND TOTAL			\$63,710.19		

Attachment 2 - Gold'sContract.6.16.2017.pdf

Description -

Case Name: GGI Holdings, LLC, et al
Case #: 20-31337-hd11
Claim #

GROUND LEASE AGREEMENT

This Ground Lease Agreement (the "Lease") is made and entered into this 16th day of June, 2017, by and between NABERS-EATON PROPERTIES (the "Landlord"), and GOLD'S TEXAS HOLDINGS GROUP, INC. (the "Tenant"), who agree as follows:

1. PREMISES. Tenant leases from Landlord for the term, at the rental and upon the conditions set forth below that certain parcel of real property located in the City of San Antonio, Bexar County, Texas, and all appurtenances, easements and privileges pertaining thereto (the "Premises"), said real property being more particularly described on the legal description attached hereto as Exhibit "A".

2. TERM. The term of this lease shall commence at 12:01 am on the Commencement Date (as defined in Paragraph 3 below) and shall end at 12:01 a.m. on the Termination Date (as defined in Paragraph 3 below).

3. COMMENCEMENT AND TERMINATION DATES OF LEASE. The commencement date of this Lease (the Commencement Date) shall be May 10, 2017. Landlord agrees to deliver the Premises to Tenant on or before May 10, 2017. The termination date of this Lease (the Termination Date) shall be June 30, 2023. Tenant agrees to vacate the Premises on or before June 30, 2023, and remain vacated.

4. USE. Tenant shall have the right to use and occupy the Premises for purposes of operation of a parking lot only.

5. RENTAL. As rental (the "Rental") for the Premises during the Term of this Lease, it is the agreement of the parties that Tenant shall pay to Landlord the following sums: \$2,500.00 per month

Rental shall be payable on the first day of the month; provided, however that in the event that this Lease should commence, expire or terminate on a day other than the first day of the month, then the Rental shall be prorated accordingly.

6. MAINTENANCE OF PREMISES. Throughout the term of this Lease, Tenant, at its sole expense, shall maintain all portions of the Premises.

7. ASSIGNMENT AND SUBLETTING. Tenant shall not have the right to assign this Lease or sublet the whole or any part of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

8. BINDING EFFECT. This Lease shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns, where applicable.

9. NO SALE DURING TERM. Landlord shall not sell the property during the term hereof, so long as Tenant is not in default.

10. TENANT AGREES TO:

- (a) Pay a late charge of five percent (5%) of any rent not received by Landlord by the 20th day of the month in which the rent is due.
- (b) Maintain public liability insurance for the premises and the conduct of the Tenant's business, naming Landlord as an additional insured in the amount of \$3,000,000.00 for death and bodily injury and \$100,000.00 for property damage.
- (c) Tenant agrees to use its best good faith efforts to protect and preserve the trees remaining on the premises during the term of the lease.
- (d) Tenant shall pay the ad valorem taxes due on the property when presented with the annual ad valorem tax statement by Landlord (Landlord agrees to cooperate with Tenant on reasonable objections to increases in valuation by the Bexar Appraisal District and any other taxing authorities on the property). It is understood by both parties hereto that Section 41.413 of the Property Tax Code provides that the Tenant is entitled to pursue an administrative protest before the Appraisal Review Board if the Landlord fails to file a valuation protest. Landlord agrees to forward a copy of any reappraisal notice received to Tenant. If the reappraisal notice is not forwarded to Tenant, Tenant's payment on ad valorem taxes shall not increase over the prior year.

11. INDEMNIFICATION. Landlord shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the leased premises, or caused by or arising from any act or omission of Tenant, or of any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the land, or occasioned by the failure of Tenant to maintain the premises in safe condition. Tenant waives all claims and demands on its behalf against Landlord for such loss, damage, or injury, and agrees to indemnify and hold Landlord entirely free and harmless from all liability for any such loss, damage, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any such loss, damage, or injury.

12. NOTICES. This Lease designates the following addresses for notices to Tenant and Landlord:

Tenant: Gold's Gym c/o E Smith Realty Partners
16000 North Dallas Parkway, Suite 550
Dallas, Texas 75248

With a copy to:

Gold's Texas Holdings Group, Inc.
4001 Maple Avenue, Suite 200
Dallas, Texas 75219
Attention: Real Estate Department

Landlord: Nabers-Eaton Properties
2915 Hidden Elm
San Antonio, Texas 78261
Attention: Marquis Eaton Nabers and Bradford Claude Nabers

13. Landlord and Tenant hereby acknowledge and agree that if that certain Lease dated June 30, 1999 by and between Realty Income Texas Properties 1, LLC, as landlord, and Gold's Texas Holdings Group, Inc., as tenant, for the lease of certain property located at 5025 Prue Road, San Antonio, Texas ("Facility Lease"), is terminated for any reason other than as a result of a Tenant default under the Facility Lease, then Tenant may elect to terminate this Lease upon at least thirty (30) days prior written notice to Landlord.

[Signature Page to Immediately Follow]

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto on the day and year first above written.

TENANT:

GOLD'S TEXAS HOLDINGS GROUP, INC.

BY: 

NAME: Brandon Bean

TITLE: CEO

LANDLORD:

NABERS-EATON PROPERTIES

BY: 

NAME: Marquis Eaton Nabers

TITLE: Managing Partner

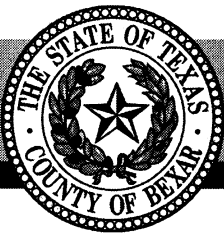
BY: 

NAME: Bradford Claude Nabers

TITLE: Managing Partner

Attachment 3 - Invoice,2020PropertyTaxes.NabersEatonProperties.pdf

Description -



ALBERT URESTI, MPA, PCC
Bexar County Tax Assessor - Collector

**** IMPORTANT NOTICE ****

10/03/2020
28981

2020 REAL PROPERTY

14862-000-1003
(ACCOUNT NUMBER)

LEGAL DESCRIPTION:

NCB 14862 BLK LOT P-7E & P-30

*Bexar App. District
210 224 8514*

OWNER:

NABERS-EATON PROPERTIES
2915 HIDDEN ELM
SAN ANTONIO TX 78261-2016

No PM

Rcvd 10/15/20

ACREAGE: 00002.3610

LOCATION: 5353 PRUE RD

APPRAISED VALUE		CAP VALUE		HOMESTEAD VALUE		NON-QUAL VALUE	
LAND	IMPR						
							814,400
AGR. MKT VALUE		PROD VALUE				ASSESSED VALUE	
							814,400
TAXING UNIT		EXEMPTIONS		TAXABLE VALUE		TAX RATE	TAX AMOUNT
ROAD AND FLOOD	0	0	0	0	814,400	.02366800	192.75
ALAMO COMM COLLEGE	0	0	0	0	814,400	.14915000	1,214.68
HOSPITAL DISTRICT	0	0	0	0	814,400	.27623500	2,249.66
BEXAR COUNTY	0	0	0	0	814,400	.27742900	2,259.38
SA RIVER AUTHORITY	0	0	0	0	814,400	.01858000	151.32
CITY - SAN ANTONIO	0	0	0	0	814,400	.55827000	4,546.55
NORTHSIDE ISD	0	0	0	0	814,400	1.2857000	10,470.74

TAXES FOR 2020: \$21,085.08

Pod. 10/21/2020 ck# 1046 - \$21,085.08

IF YOU BELIEVE THIS STATEMENT WAS MAILED TO YOU IN ERROR, PLEASE CALL OUR OFFICE AT (210) 335-2251.

ASSESSMENT RATIO FOR ALL UNITS IS 100%. SEE BACK OF STATEMENT OR NEWSLETTER FOR IMPORTANT TAX INFORMATION.

Attachment 4 - LiabilityInsurance.Policy.pdf

Description -



Risk location zip code is: 78240
COMMON POLICY DECLARATIONS

THIS POLICY IS ISSUED BY THE COMPANY NAMED BELOW

COMPANY NAME: Covington Specialty Insurance Company (A New Hampshire Stock Company)
BRANCH ADDRESS: Executive Offices: 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160
POLICY NO.: VBA761575 00 **PRIOR POLICY:** NEW

NAMED INSURED & MAILING ADDRESS:

NABERS EATON PROPERTIES
2915 HIDDEN ELM
SAN ANTONIO, TX 78261

RETAIL AGENCY NAME / ADDRESS:

DUNN INSURANCE INC
19210 HUEBNER RD STE 105
SAN ANTONIO, TX 78258

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium. William P. Pinson Jr. Surplus Lines Broker, 3060 South Church Street, Burlington, NC 27215.

POLICY PERIOD: From 6/10/2020 to 6/10/2021 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS		PREMIUM	
Commercial Property		\$	Not Covered
Commercial General Liability		\$	500.00 (MP)
Liquor Liability		\$	Not Covered
Commercial Inland Marine		\$	Not Covered
Commercial Professional Liability		\$	Not Covered
Annual Minimum and Deposit Premium		\$	500.00
Audit Period: Annual unless otherwise stated:			
SL taxes and fees	Policy Fee = \$120.00 State Tax = \$30.07 Stamping Fee = \$0.93		
Terrorism Premium		\$	--Excluded--
Other			
Other charges (SL taxes, fees)		\$	151.00
TOTAL POLICY PREMIUM		\$	651.00

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS – GBA900002

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

AGENCY NAME / ADDRESS:

WILLIAM P. PINSON, JR. 1561101
Tapco Underwriters Inc., A Division of CRC Insurance Services, Inc.
GALLERIA NORTH, TOWER ONE, 13737 NOEL RD., 10TH FLOOR
DALLAS, TX 75240

Countersigned: 6/18/2020

Date

By:

Authorized Representative

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services, Inc., 1984.

Fill in this information to identify the case:

Debtor 1 Gold's Texas Holdings Group, Inc.

Debtor 2 _____
(Spouse, if filing)

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

Case number 20-31337-hdh11

E-Filed on 09/08/2020
Claim # 325

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>Nabers Eaton Properties</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 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?		Where should payments to the creditor be sent? (if different)
	<u>Marquis Eaton Nabers</u> Name <u>2915 Hidden Elm</u> Number Street <u>San Antonio TX 78261</u> City State ZIP Code Contact phone <u>(210) 667-0749</u> Contact email <u>marknabers@gmail.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		 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? \$ 161,238.99. 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.

Contract Obligations

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
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☐ 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. \$ 5,000.00

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).

Amount entitled to priority

\$ 0.00

☐ 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).

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\$ 0.00

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ 0.00

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ 0.00

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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 09/08/2020
MM / DD / YYYY

Marquis Eaton Nabers

Signature

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

Name Marquis Eaton Nabers
First name Middle name Last name

Title Managing Partner

Company Nabers Eaton Properties
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 - Gold'sContract.6.16.2017.pdf

Description -

Case Name: GGI Holdings, LLC, et al
Case #: 20-31337-hd11
Claim #

GROUND LEASE AGREEMENT

This Ground Lease Agreement (the "Lease") is made and entered into this 16th day of June, 2017, by and between NABERS-EATON PROPERTIES (the "Landlord"), and GOLD'S TEXAS HOLDINGS GROUP, INC. (the "Tenant"), who agree as follows:

1. PREMISES. Tenant leases from Landlord for the term, at the rental and upon the conditions set forth below that certain parcel of real property located in the City of San Antonio, Bexar County, Texas, and all appurtenances, easements and privileges pertaining thereto (the "Premises"), said real property being more particularly described on the legal description attached hereto as Exhibit "A".

2. TERM. The term of this lease shall commence at 12:01 am on the Commencement Date (as defined in Paragraph 3 below) and shall end at 12:01 a.m. on the Termination Date (as defined in Paragraph 3 below).

3. COMMENCEMENT AND TERMINATION DATES OF LEASE. The commencement date of this Lease (the Commencement Date) shall be May 10, 2017. Landlord agrees to deliver the Premises to Tenant on or before May 10, 2017. The termination date of this Lease (the Termination Date) shall be June 30, 2023. Tenant agrees to vacate the Premises on or before June 30, 2023, and remain vacated.

4. USE. Tenant shall have the right to use and occupy the Premises for purposes of operation of a parking lot only.

5. RENTAL. As rental (the "Rental") for the Premises during the Term of this Lease, it is the agreement of the parties that Tenant shall pay to Landlord the following sums: \$2,500.00 per month

Rental shall be payable on the first day of the month; provided, however that in the event that this Lease should commence, expire or terminate on a day other than the first day of the month, then the Rental shall be prorated accordingly.

6. MAINTENANCE OF PREMISES. Throughout the term of this Lease, Tenant, at its sole expense, shall maintain all portions of the Premises.

7. ASSIGNMENT AND SUBLETTING. Tenant shall not have the right to assign this Lease or sublet the whole or any part of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

8. BINDING EFFECT. This Lease shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns, where applicable.

9. NO SALE DURING TERM. Landlord shall not sell the property during the term hereof, so long as Tenant is not in default.

10. TENANT AGREES TO:

- (a) Pay a late charge of five percent (5%) of any rent not received by Landlord by the 20th day of the month in which the rent is due.
- (b) Maintain public liability insurance for the premises and the conduct of the Tenant's business, naming Landlord as an additional insured in the amount of \$3,000,000.00 for death and bodily injury and \$100,000.00 for property damage.
- (c) Tenant agrees to use its best good faith efforts to protect and preserve the trees remaining on the premises during the term of the lease.
- (d) Tenant shall pay the ad valorem taxes due on the property when presented with the annual ad valorem tax statement by Landlord (Landlord agrees to cooperate with Tenant on reasonable objections to increases in valuation by the Bexar Appraisal District and any other taxing authorities on the property). It is understood by both parties hereto that Section 41.413 of the Property Tax Code provides that the Tenant is entitled to pursue an administrative protest before the Appraisal Review Board if the Landlord fails to file a valuation protest. Landlord agrees to forward a copy of any reappraisal notice received to Tenant. If the reappraisal notice is not forwarded to Tenant, Tenant's payment on ad valorem taxes shall not increase over the prior year.

11. INDEMNIFICATION. Landlord shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the leased premises, or caused by or arising from any act or omission of Tenant, or of any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the land, or occasioned by the failure of Tenant to maintain the premises in safe condition. Tenant waives all claims and demands on its behalf against Landlord for such loss, damage, or injury, and agrees to indemnify and hold Landlord entirely free and harmless from all liability for any such loss, damage, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any such loss, damage, or injury.

12. NOTICES. This Lease designates the following addresses for notices to Tenant and Landlord:

Tenant: Gold's Gym c/o E Smith Realty Partners
16000 North Dallas Parkway, Suite 550
Dallas, Texas 75248

With a copy to:

Gold's Texas Holdings Group, Inc.
4001 Maple Avenue, Suite 200
Dallas, Texas 75219
Attention: Real Estate Department

Landlord: Nabers-Eaton Properties
2915 Hidden Elm
San Antonio, Texas 78261
Attention: Marquis Eaton Nabers and Bradford Claude Nabers

13. Landlord and Tenant hereby acknowledge and agree that if that certain Lease dated June 30, 1999 by and between Realty Income Texas Properties 1, LLC, as landlord, and Gold's Texas Holdings Group, Inc., as tenant, for the lease of certain property located at 5025 Prue Road, San Antonio, Texas ("Facility Lease"), is terminated for any reason other than as a result of a Tenant default under the Facility Lease, then Tenant may elect to terminate this Lease upon at least thirty (30) days prior written notice to Landlord.

[Signature Page to Immediately Follow]

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto on the day and year first above written.

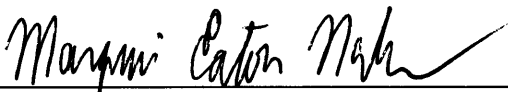
TENANT:


GOLD'S TEXAS HOLDINGS GROUP, INC.

BY: 
NAME: Brandon Bean
TITLE: CEO

LANDLORD:

NABERS-EATON PROPERTIES

BY: 
NAME: Marquis Eaton Nabers
TITLE: Managing Partner

BY: 
NAME: Bradford Claude Nabers
TITLE: Managing Partner

Attachment 2 - Gold's Financial Obligations Spreadsheet.pdf

Description -

Gold's Contract - Financial Obligations with Nabers Eaton Properties

Termination Date - 6/30/2023; Monthly Rental - \$2500/month
Triple Net Lease Contact (Lessor pays Taxes, Insurance, & Maintenance)

	<u>Payments</u> <u>in Default</u>	<u>Remaining</u> <u>Payments</u> <u>under</u> <u>Contract</u>	<u>Estimated</u> <u>Property</u> <u>Taxes</u>
April-20	\$ 2,500.00		
May-20	\$ 2,500.00		
June-20	\$ 2,500.00		
July-20	\$ 2,500.00		
August-20	\$ 2,500.00		
September-20	\$ 2,500.00		
October-00		\$ 2,500.00	
November-20		\$ 2,500.00	
December-20		\$ 2,500.00	
January-21		\$ 2,500.00	\$ 21,246.33
February-21		\$ 2,500.00	
March-21		\$ 2,500.00	
April-21		\$ 2,500.00	
May-21		\$ 2,500.00	
June-21		\$ 2,500.00	
July-21		\$ 2,500.00	
August-21		\$ 2,500.00	
September-21		\$ 2,500.00	
October-21		\$ 2,500.00	
November-21		\$ 2,500.00	
December-21		\$ 2,500.00	
January-22		\$ 2,500.00	\$ 21,246.33
February-22		\$ 2,500.00	
March-22		\$ 2,500.00	
April-22		\$ 2,500.00	
May-22		\$ 2,500.00	
June-22		\$ 2,500.00	
July-22		\$ 2,500.00	
August-22		\$ 2,500.00	
September-22		\$ 2,500.00	
October-22		\$ 2,500.00	
November-22		\$ 2,500.00	
December-22		\$ 2,500.00	
January-23		\$ 2,500.00	\$ 21,246.33
February-23		\$ 2,500.00	
March-23		\$ 2,500.00	
April-23		\$ 2,500.00	
May-23		\$ 2,500.00	
June-23		\$ 2,500.00	
TOTALS	\$ 15,000.00	\$ 82,500.00	\$ 63,738.99

Case Name: GGI Holdings, LLC, et al
Case #: 2031337-hdhl
Claim #:

GRAND
TOTAL \$161,238.99