

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 09/09/2020
Claim # 357

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?** Kuyrkendall Investments, LP
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?** No
 Yes. From whom? _____

<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p>	<p>Where should payments to the creditor be sent? (if different)</p>
	<p><u>Wade Hayden</u> Name</p> <p><u>7750 BROADWAY ST</u> Number Street</p> <p><u>SAN ANTONIO TX 78209</u> City State ZIP Code</p> <p>Contact phone <u>(210) 826-7750 x1010</u></p> <p>Contact email <u>whayden@7750law.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): -----</p>	<p><u>Don Kuyrkendall</u> Name</p> <p><u>12040 Colwick</u> Number Street</p> <p><u>San Antonio TX 78216</u> City State ZIP Code</p> <p>Contact phone <u>(210) 979-0800</u></p> <p>Contact email <u>don@kuyrkendall.com</u></p>

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) 278 Filed on 09/01/2020
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 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: 1 2 2 2

7. How much is the claim? \$ 188,872.68 . 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.
Real Estate Lease

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. \$ 31,579.76

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)?

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 09/09/2020
MM / DD / YYYY

Wade Hayden

Signature

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

Name Wade Hayden
First name Middle name Last name

Title Attorney at Law

Company Hayden & Cunningham, PLLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

City State ZIP Code

Contact phone _____ Email _____

Exhibit).pdf

Attachment 1 - 9337-001 Second Amended Proof of Claim (Official Form 410) (w Summary and Description -

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

Case number 20-31318-hdh

Official Form 410 Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Kuyrkendall Investments, LP</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>Kuyrkendall Investments, LP</u> Name <u>12040 Colwick</u> Number Street <u>San Antonio TX 78216</u> City State ZIP Code Contact phone <u>210-979-0800</u> Contact email <u>don@kuyrkendall.com</u>	Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
	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>214</u>	Filed on <u>08/05/2020</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: 1 2 2 2

7. How much is the claim? \$ 188,872.68. 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.
Breach of Lease - Arrearages and Lease rejection

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) 5.00 %
 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. \$ 31,579.76

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)?

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 \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

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

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

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

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

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

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/31/2020
MM / DD / YYYY

ISI

Signature

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

Name D. Wade Hayden
First name Middle name Last name

Title Attorney at Law

Company Hayden & Cunningham, PLLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 7750 Broadway
Number Street
San Antonio TX 78209
City State ZIP Code

Contact phone 210-826-7750 Email whayden@7750law.com

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE:	§	
	§	
GGI HOLDINGS, LLC	§	CASE NO. 20-31318-hdh
	§	
DEBTOR	§	CHAPTER 11

SUMMARY OF EXHIBITS

Exhibit A **Renewal, Extension and/or Modification Agreement dated January 1, 2015 between Kuyrkendall Investments, LP as Landlord and Gold's Texas Holdings Group, Inc. as Tenant.**

April Rent (\$12,899.41 plus 10%):	\$ 14,189.35
May Rent:	\$ 12,899.41
Delinquent CAM (repaid over 9 months)	\$ 4,491.00
Total arrearages:	\$ 31,579.76
Attorney fees:	\$ 2,500.00
Lease rejection damages:	\$154,792.92
TOTAL CLAIM:	\$188,872.68

Plus interest at the statutory rate of 5% per annum from May 3, 2020.

FOR A COMPLETE COPY OF THE LEASE, YOU MAY CONTACT:

D. Wade Hayden
Hayden & Cunningham, PLLC
7750 Broadway
San Antonio, Texas 78209
(210) 826-7750
whayden@7750law.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Amended Proof of Claim was served by electronic filing or other means on the 31st day of August, 2020, to the parties listed below and to the parties receiving electronic notice via CM/ECF:

Debtor's Attorney:

Aaron Michael Kaufman
Dykema Gossett PLLC
1717 Main Street, Suite 4200
Dallas, Texas 75201

U.S. Trustee:

United States Trustee
1100 Commerce Street, Room 976
Dallas, Texas 75202



D. WADE HAYDEN

EXHIBIT “A”

EXHIBIT “A”

**RENEWAL, EXTENSION AND/OR MODIFICATION
AGREEMENT**

THIS RENEWAL, EXTENSION AND/OR MODIFICATION AGREEMENT (the "Modification") is made by and between KUYRKENDALL INVESTMENTS, LP ("Landlord") and GOLD'S TEXAS HOLDINGS GROUP, INC. ("Tenant") (collectively the "Parties").

WHEREAS, Landlord and Tenant desire to renew, extend and/or modify that certain lease agreement (the "Lease"), which the Parties executed in connection with the herein described leased premises;

WHEREAS, Landlord and Tenant desire to set forth such agreements with respect to the Lease;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Description of Leased Premises ("Leased Premises"):

15759 San Pedro Ave.
San Antonio, Texas 78232

2. Effective Date of Modification:

January 1, 2015

3. New Expiration date of Lease:

June 30, 2023

4. New Base Rental:

January 1, 2015 – June 30, 2019; \$ 100,000.00 per yr, \$ 8,333.33 per month.
July 1, 2019 – June 30, 2023; \$ 110,000.00 per yr. \$ 9,166.66 per month

5. New CAM/Tax, Insurance Payment (estimated) (if no change, leave blank or indicate no change):

Estimated \$ 3,732.75 per month.

6. **Lease In Good Standing And No Claims, Defenses Or Offsets:** Tenant acknowledges and stipulates that the Lease is in good standing and that, to Tenant's actual knowledge as of the date this Modification is executed by Tenant, Tenant has no claims, defenses or offsets there under against the payment of rent thereunder or against Landlord.

CM

7. **Rules and Regulations:** It is acknowledged and stipulated that no waiver of any default on the part of Tenant or Landlord or breach of any of the provisions of the Lease shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers of Landlord or Tenant, that are set forth under the Lease shall be construed as a waiver of such rights and powers, and likewise no exercise of enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time without waiver of limitation.

8. **Lease Continues in Full Force and Effect:** It is expressly agreed and stipulated that the Lease shall continue in full force and effect without change and modification or amendment, except as expressly set forth herein. Each party hereto ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Lease represents the valid and enforceable obligations of such party, and each party further acknowledges and represents that such party shall comply with the terms of the Lease, including the Modification. It is expressly acknowledged and stipulated that the foregoing warranties, representations and agreements are being made to induce the Parties to rely upon same and to enter into this Modification.

9. **No Oral Agreements:** THIS MODIFICATION AND THE LEASE REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES HERETO.

10. **Binding Effect:** This Modification is binding on the parties hereto and their respective heirs, successors and assigns.

EXECUTED THIS 22nd DAY OF April, 2014

Kuyrkendall Investments, LP

By: 
Donald J. Kuyrkendall, Managing Partner

Tenant; Gold's Texas Holdings Group, Inc.

By: 

Its: VP, Real Estate & Acquisitions