UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

PROOF OF CLAIM

Name of Debtor:	Case Number:
Gulf Packaging, Inc.	**15-15249**

NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):
Merchants and Manufacturers Bank

Name and address where notices should be sent:
Locke Lord LLP
Attn: Brian A. Raynor
111 S Wacker Drive
Chicago, IL 60606

Creditor Telephone Number (312) 443-0700 email: braynor@lockelord.com

RECEIVED
JUL 29 2015
BMC GROUP

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

Name and address where **payment** should be sent (if different from above):

Payment Telephone Number ( ) email:

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box to indicate that this claim amends a previously filed claim.
Court Claim Number (If known):
Filed on:

1. AMOUNT OF CLAIM AS OF DATE CASE FILED $ $ Not less than $ 1,587.75 (see addendum)

If all or part of your claim is secured, complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM: (See instruction #2) Secured credit card debt

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

3a. Debtor may have scheduled account as: s1002 (See instruction #3a)

3b. Uniform Claim Identifier (optional): (See instruction #3b)

4. SECURED CLAIM: (See instruction #4)

Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff:
Describe:

☐ Real Estate ☐ Motor Vehicle ☒ Other Equipment

Value of Property: $

Annual Interest Rate: % ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: $ See Addendum

Basis for Perfection: See Addendum

Amount of Secured Claim: $ Not less than $ 1,587.75

Amount Unsecured: $ 0

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

Amount entitled to priority: $

You MUST specify the priority of the claim:

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

☐ 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 filing of the bankruptcy petition or cessation of the debtor's business, 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 applicable paragraph of 11 U.S.C. § 507(a) ( ).

** Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

Gulf Packaging, Inc. POC
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7. DOCUMENTS: *Attached are redacted copies of documents that support the claim,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and definition of "redacted").

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (NEITHER FAXES NOR E-MAILS WILL BE ACCEPTED) so that it is actually received no later than 5:00 pm, prevailing Central Time on July 31, 2015 for all Entities other than Governmental Units OR no later than 5:00 pm, prevailing Central Time on October 26, 2015 for all Governmental Units.

BY MAIL TO:
BMC Group, Inc.
Attn: Gulf Packaging, Inc. Claims Processing
PO Box 90100
Los Angeles, CA 90009

BY MESSENGER OR OVERNIGHT DELIVERY TO:
BMC Group, Inc.
Attn: Gulf Packaging, Inc. Claims Processing
300 N. Continental Blvd., #570
El Segundo, CA 90245

8. SIGNATURE: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☒ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information providedin this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Steven M. Davis
Title: Senior Vice President
Company: Merchants and Manufacturers Bank

(Signature) 7/27/15 (Date)

Address and telephone number (if different from notice address above):
See above

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Global Addendum to Secured Proofs of Claim of Merchants & Manufacturers Bank

In re Gulf Packaging, Case No. 15-15249 (Bankr. N.D. Illinois)

Merchants and Manufacturers Bank (the "**Claimant**") hereby asserts its three secured proofs of claim (each, a "**Claim**") for amounts owed to it by the debtor Gulf Packing, Inc. (the "**Debtor**"). Pre-petition, the Claimant provided the Debtor with fully-secured loans that the Debtor used to purchase equipment. Two of the Claimant's three Claims arise out of these transactions. The third Claim arises out of a credit card issued by the Claimant to the Debtor.

Claim 1: **Not Less than *$ 53,932.30***

$ 44,260 in Principal and Pre-Petition Interest

$ 1,171.80 in Post-Petition Interest (as of July 31, 2015)

$ 8,500.50 in Post-Petition Attorney's Fees (as of June 1, 2015)

Claimant hereby asserts its first claim ("**Claim 1**") in a fully-secured amount of not less than $ ***53,932.30***.

On or around March 27, 2013, the Claimant extended the Debtor a $ 40,000 line of credit. The Debtor's obligations to the Claimant are evidenced by a provided a promissory executed by the Debtor on March 27, 2013 (the "**March Note**").[1] In May of 2013, the line of credit was increased to $ 150,000. Debtor's obligations thereunder are evidenced by a promissory note, which the Debtor executed on May 30, 2013 in the amount of $ 150,000 (the "**May Note**"). Both the March Note and the May Note contain an attorney's fees provision that requires the Debtor to pay Claimant the attorneys' fees and expenses incurred by the Claimant to collect amounts due under the Notes. *See* March Note, p. 2; *see also* May Note, p. 2.

The Debtor granted the Claimant a security interest in the underlying collateral associated with the March Note and the May Note by executing that certain Commercial Security Agreement on March 27, 2013 ("**Security Agreement 1**"). The Claimant perfected its security interest by filing a UCC Financing Statement number 13-130009818393 ("**UCC Statement 1**") with the Secretary of State for Texas. The amounts owed under the March Note and the May Note are also secured by personal guaranties issued by Mr. Carl M. Fleck and Ms. Carol P. Cutshall.

As of the Petition Date, $ 44,260 in principal and interest was outstanding under the March Note and the May Note. As of July 31, 2015, $ 1,171.80 in post-petition interest has accrued under the March Note and the May Note. As of June 1, 2015, the Claimant has incurred not less than $ 8,040.50 in attorneys' fees in its collection efforts for these amounts. These amounts total the $ 53,932.30 asserted in Claim 1.

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[1] Copies the Notes, Security Agreements, UCC Statements, and the Agreement referenced in this Addendum will be made available to Debtor's counsel upon request.

Claim 2: **Not Less than *$ 110,052.62***

$ 98,870 in Principal and Interest

$ 2,682.12 in Post-Petition Interest (as of July 31, 2015)

$ 8,500.50 in Post-Petition Attorney's Fees (as of June 1, 2015)

Claimant hereby asserts its second claim ("**Claim 2**") in a fully-secured amount of not less than **$ 110,052.62**.

On July 29, 2013, the Debtor executed a promissory note in favor of the Claimant in the principal amount of $ 300,000 (the "**July Note**"). The July Note contains an attorney's fees provision that requires the Debtor to pay Claimant the attorneys' fees and expenses that the Debtor incurs to collect amounts due under Note. *See* July Note, p. 2.

The Debtor granted the Claimant a security interest in the underlying collateral associated with the July Note by executing that certain Commercial Security Agreement on July 29, 2013 ("**Security Agreement 2**"). The Claimant perfected its security interest by filing a UCC Financing Statement number 13-0027033403 ("**UCC Statement 2**") with the Secretary of State for Texas. The amounts owed under the July Note are also secured by personal guaranties issued by Mr. Carl M. Fleck and Ms. Carol P. Cutshall.

As of the Petition Date, $ 98,870 in principal and interest was outstanding under the July Note. As of July 31, 2015, $ 2,682.12 in post-petition interest has accrued under the July Note. As of June 1, 2015, the Claimant has incurred not less than $ 8,040.50[2] in attorneys' fees in its collection efforts. These amounts total the $ 110,052.62 asserted in Claim 2.

Claim 3: **Not Less than *$ 1,587.75***

Pre-petition, the Claimant provided the Debtor with a credit card account (the "**Account**") that was subject to the terms of that certain Business Card Agreement (the "**Agreement**").

Outstanding amounts owed under the Agreement and the Account established thereby are fully secured by the collateral pledged by Security Agreement 1 and Security Agreement 2. *See* Agreement, p. 8, ¶ 27 (" ... this Agreement, the Accounts, and the Debt shall be secured by a security interest (s) granted by [Debtor] to the [Claimant] in and to all of the 'Collateral' as is defined and described in that certain Commercial Security Agreements from [Debtor] to the [Claimant] dated March 27, 2013 and July 29, 2013). These amounts are also secured by personal guaranties issued by Mr. Carl M. Fleck and Ms. Carol P. Cutshall in connection with the March Note, the May Note, and the July Note. *Id.*

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[2] The attorney's fees and expenses asserted in Claim 1 and Claim 2 total $ 8,040.50. The Claimant is not seeking double recovery for these amount. Therefore, to the extent the Claimant recovers any such amount pursuant to either Claim 1 or Claim 2, the amount asserted by the other Claim shall be reduced accordingly.

As of the Petition Date, the Debtor's outstanding debt under the Agreement was $ 3,357.66. As of July 31, 2015, the amount due under the Agreement, and thus the amount of this claim, is approximately $ 1,587.75 ("**Claim 3**").

Reservation of Rights

The filing of these Claims is not and shall not be deemed or construed as: (a) a waiver or release by the Claimant of any rights against any person, entity or property; (b) a consent by the Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving the Claimant; (c) a waiver or release of the Claimant's right to trial by jury in this Court or any other court in any other proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) consent by the Claimant to a jury trial in this Court or any other court in any proceedings as to any and all matters so triable herein or in any case, controversy or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of the Claimant's rights to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of the Claims, any objection thereto or other proceeding which may be commenced in this case or otherwise involving any of the Claimant; or (g) an election of remedies.

Moreover, the Claimant specifically reserves its right to amend its Claims to include any additional amounts owed to it by the Debtor or for any other purpose.

Locke Lord LLP

Attorneys & Counselors

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Chicago, IL 60606
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July 28, 2015

BY FED EX OVERNIGHT

BMC Group Inc.
Attn: Gulf Packaging Claims Processing
300 N. Continental Blvd., Suite #570
El Segundo, CA 90245

Re: In re Gulf Packaging, Inc. (Case No. 15-15249) (Bankr. N.D. Ill.)
Secured Claims of Merchants and Manufacturers Bank

Dear Recipient,

Enclosed please find three (3) secured proofs of claim submitted by Merchants and Manufacturers Bank in the above-captioned case. Should you have any questions, please feel free to contact me.

Regards,

Brian A. Raynor

BR:crv
Enclosures