

Fill in this information to identify the case:

Debtor 1 CFO Management Holdings, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Texas

Case number 19-40426

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?** Martin Roustio
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? _____

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>Martin Roustio</u> Name <u>2700 County Road 600</u> Number Street <u>Farmersville TX 75442</u> City State ZIP Code Contact phone <u>214-425-6006</u> Contact email <u>marty@roustio.com</u>	_____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____

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Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____

4. **Does this claim amend one already filed?** No
 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?** No
 Yes. Who made the earlier filing? _____

Date Stamped Copy Returned
 No self addressed stamped envelope
 No copy to return



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? \$ 54,500⁰⁰ ~~54,000.00~~ 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.

Cash investment

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: \$ ~~54,000.00~~ 54,500⁰⁰
 Amount of the claim that is secured: \$ ~~54,000.00~~ 54,500⁰⁰
 Amount of the claim that is unsecured: \$ 0.00 (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) 9.00 %
 Fixed
 Variable

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10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition: \$ _____

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:
- | | |
|---|---|
| <input type="checkbox"/> 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
\$ _____ |
| <input type="checkbox"/> 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). | \$ _____ |
| <input type="checkbox"/> 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). | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies. | \$ _____ |

* 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.

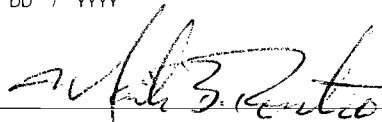
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

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 09/24/2019
MM / DD / YYYY

Martin Roustio
Signature



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

Name Martin B Roustio
First name Middle name Last name

Title N/A

Company N/A
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2700 County Road 600
Number Street

Farmersville TX
City State ZIP Code

Contact phone 214-425-6006 Email 75442

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KURTZMAN CARSON CONSULTANTS

THIS NOTICE OF AGREEMENT & ACKNOWLEDGEMENT WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), NOR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS AND HAS BEEN TAKEN FOR CONTRIBUTION PURPOSES ONLY. IT MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN AUTHORIZATION FROM THE GENERAL MANAGER OF NORTH FORTY DEVELOPMENT, LLC (COMPANY).

FOR VALUE RECEIVED, party hereby agrees to invest principal amount of \$ 54,500..00 to North Forty Development, LLC, and, in accordance with the terms below, hereby unconditionally promises to pay to the order of North Forty Development, LLC in lawful money of the United States of America, the principal sum of FIFTY FOUR THOUSAND FIVE HUNDRED dollars (\$ 54,500..00) (the "Principal Amount"). Simple interest shall accrue from the funding date of the principal amount on the principal at a rate equal to nine percent (9%) per annum.

1. Repayment

Principal shall become due **24 months** from the funding date. Eight (8) simple interest-only payments will be issued on the outstanding Principal Amount. Interest earnings shall be paid on a quarterly basis by the first day of the second month of each calendar quarter. This rate equals nine percent (9%) per annum.

Principal shall become due **12 months** from the funding date. No interest is paid until principal is due. This is paid at a rate of nine percent (9%) per annum.

All earnings shall be made in lawful money of the United States of America. Said earnings shall be credited first to interest then due and payable and the remainder applied to principal. North Forty Development, LLC may prepay the Principal Amount, in whole or in part, without premium or penalty, and without prior written notice.

2. Successors and Assigns; Assignment. The provisions of this Agreement & Acknowledgement shall take effect, to the benefit of and be binding on any successor to North Forty Development, LLC and shall extend to any holder hereof. In event of death of Holder, a new contract for the same Principal Amount and Interest will be issued to, and registered in the name(s) of the Beneficiary(s), for duration of original contract.

3. Officers and Directors Not Liable for market conditions, "Acts of God", terrorist attacks, or any other acts or conditions which any prudent persons would consider beyond reasonable control. No member, general manager, officer, employee, affiliate or family member of North Forty Development, LLC and/or its affiliates, shall be liable for any amounts due or payable pursuant to this Agreement & Acknowledgement, and make no representations, warranties, or other guarantees, regarding future conditions.

4. Governing Law. This agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, constructed, and interpreted in accordance with the laws of the State of Texas, without giving effect to principals of conflicts of law.

5. Notices. Any notice required or permitted to be given hereunder shall be in effect upon receipt by the Holder at the address shown below, or at such other location as indicated subsequently by one party to the other by written notice.

6. **Amendments and Waivers.** Any term of this Agreement & Acknowledgement may be amended only with the written consent of both of the parties hereto.

7. **Maturity and renewal.** This agreement will automatically renew at the end of the term set forth for a like term, under the provisions of the most recently revised contract, unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term. Upon maturity, through written request, principal and interest will be repaid in full in lawful money of the United States of America.

8. **30-Day Cancellation.** Either party has 30 days to cancel this agreement and must be in written request only. North Forty Development, LLC, at the board's direction, reserves the right to defer principal payment up to 90 days, with interest, without causing default, under this agreement, if excess withdrawals are deemed to threaten the liquidity resources of the company.

9. **All assets collected are received in good faith** to protect the interest of holder, the company(s) and all interested parties with prejudice as to all rights reserved. Assets are backed by the pooling of properties held primarily in Frisco, McKinney, and Prosper Texas, by North Forty Development LLC. Texas First Financial, LLC provides updates on properties held. Values of said properties are security for this agreement. In the event of default for payment on this agreement, holder is hereby granted authority to file lien(s) against current properties held.

This Agreement & Acknowledgement is dated effective by and between the parties hereto as of

11/20/2016 (signature date).

11/20/2016 (funding date).

North Forty Development, LLC:

Signed: _____

By: **Bob Guess**

Print: _____

Address: 5300 Town & Country Blvd. #190

Address: _____

Frisco, TX 75034

Initial: _____ I approve to have my interest delivered via ACH to the account used to fund this investment.

THIS IS NOTICE BENEFICIAL UNIT AGREEMENT & ACKNOWLEDGEMENT WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), NOR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS AND HAS BEEN TAKEN FOR CONTRIBUTION PURPOSES ONLY. IT MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN AUTHORIZATION FROM THE GENERAL MANAGER OF TEXAS CASH COW INVESTMENTS, LLC (COMPANY).

BENEFICIAL UNIT AGREEMENT
&
ACKNOWLEDGEMENT

\$ 50,000.00

FOR VALUE RECEIVED, Member hereby agrees to invest principal amount of \$ 50,000.00 to Texas Cash Cow Investments LLC, and, in accordance with the terms of Section 1, hereby unconditionally promises to pay to the order of Texas Cash Cow Investments LLC in lawful money of the United States of America and in immediately available funds, within seven (7) calendar days from the effective date of the Beneficial Unit Agreement and Acknowledgement the principal sum of fifty thousand dollars (\$ 50,000.00) (the "Principal Amount"). Simple interest shall accrue from the funding date on the unpaid principal amount on the Beneficial Units at a rate equal to nine percent (9%) per annum. Interest shall be calculated on the basis of a 365-day or 366-day year, as the case may be, for the actual number of days elapsed and shall be paid as provided in Section 1 of this Beneficial Unit Agreement & Acknowledgement since funding date.

1. **Repayment.**

The Principal amount shall become due **24 months** from the date hereof. 8 simple interest-only earnings per unit will be paid on the outstanding Principal Amount. Interest earnings shall be paid on a quarterly basis by the first day of the second month of each calendar quarter. This is at a rate equal to nine percent (9%) per annum.

Principal shall become due **12 months** from the date hereof. No interest is paid until principal is due. This is paid at a rate of nine percent (9%) per annum.

All earnings per unit shall be made in lawful money of the United States of America at such place as Member may from time to time designate in writing to Texas Cash Cow Investments LLC. All earnings per unit shall be credited first to interest then due and payable and the remainder applied to principal. Texas Cash Cow Investments LLC may prepay the Principal Amount, in whole or in part, without premium or penalty, without prior written notice to Member.

2. **Successors and Assigns; Assignment.** The provisions of this Beneficial Unit Agreement & Acknowledgement shall inure to the benefit of and be binding on any successor to Texas Cash Cow Investments LLC and shall extend to any holder hereof. Member may assign their Beneficial Interest to any of its affiliates, but to no other person or entity without the prior written consent of Texas Cash Cow Investments LLC. Any attempted assignment in violation of this Section shall be null and void *ab initio*. Subject to the preceding sentence, this Beneficial Interest may be transferred only upon the surrender of the original Beneficial Units for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to Texas Cash Cow Investments LLC. Thereupon, new Beneficial Units for the same Principal Amount and Interest will be issued to, and registered in the name of the Transferee. Interest and principal are payable only to the registered holder of Beneficial Units.

3. **Beneficial Unit Holders, Officers and Directors Not Liable.** No Beneficial unit holder, Member, or General Manager of Texas Cash Cow Investments LLC shall be liable for any amounts due or payable pursuant to this Beneficial Unit Agreement & Acknowledgement, in the absence of fraud.

4. **Governing Law.** This Beneficial Interest and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, constructed, and interpreted in accordance with the laws of the State of Texas, without giving effect to principals of conflicts of law. Exclusive venue for disputes arising or relating to this Beneficial Interest shall be handled through America Arbitration Resolution.

5. **Notices.** Any notice required or permitted to be given hereunder shall be in effect upon receipt by the other party at the address shown below the signatures of the parties shown below, or at such other location as indicated subsequently by one party to the other by written notice.

6. **Amendments and Waivers.** Any term of this Beneficial Unit Agreement & Acknowledgement may be amended only with the written consent of both of the parties hereto. Any amendment or waiver affected in accordance with this Section shall be binding upon Texas Cash Cow Investments LLC, Member and each transferee of any Beneficial Interest.

7. **Loss of Beneficial Units.** Upon receipt by Texas Cash Cow Investments LLC of evidence satisfactory to it of the loss, theft, destruction or mutilation of Beneficial Units or any Beneficial Interest exchanged for it, and indemnity satisfactory to Borrow (in case of loss, theft or destruction) or surrender and cancellation of such Beneficial Units (in the case of mutilation), Texas Cash Cow Investments LLC will make and deliver in lieu of such Beneficial Units a new Beneficial Certificate of like tenor.

8. **30 day cancellation.** Parties have 30 days to cancel and must be in written request only.

9. All assets received are received in good faith to protect the interest of our clients, the companies, and all interested parties with prejudice as to all rights reserved and are protected by appropriate deeds of trust.

This Beneficial Agreement & Acknowledgement is dated effective by and between the parties hereto as of

11/16/2015 (signature date).

11/20/2015 (funding date).

Texas Cash Cow Investments LLC:

Bob Guess

By: **Bob Guess**

Address: 5300 Town & Country Blvd. #190

Frisco, TX 75034

MEMBER:

Signed _____

Prudential Trust Group LLC
Print: F130 Martin Rouffo IRA

Address: 8880 W Sunset Rd #250

Las Vegas NV 89108