


**Fill in this information to identify the case:**

Debtor 1 ~~CEO Management Holdings LLC~~ NORTH AC DEV

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Texas 

Case number ~~19-10430~~ 19-10430

**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? Alric B. Simon  
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>Alric B. Simon</u> Name <u>8603 Forest Glen Dr</u> Number Street <u>Irving TX 75063</u> City State ZIP Code Contact phone <u>214.287.4600</u> Contact email <u>Alric831@gmail.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? \_\_\_\_\_



**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? \$ 59,000.00 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.  
Investment in Real Estate

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:** \$ 59,000.00 (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

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: \_\_\_\_\_

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**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  
\$ \_\_\_\_\_
  - 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. \$ \_\_\_\_\_

\* 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:

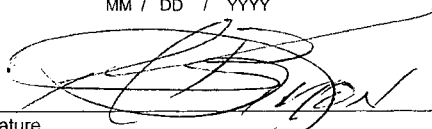
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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 04/12/2019  
MM / DD / YYYY

  
\_\_\_\_\_  
Signature

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

Name	<u>Alric</u>	<u>Blair</u>	<u>Simon</u>
	First name	Middle name	Last name
Title	_____		
Company	_____		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>8603 Forest Glen Dr</u>		
	Number	Street	
	<u>Irving</u>	<u>TX</u>	<u>75063</u>
	City	State	ZIP Code
Contact phone	<u>214.287.4600</u>	Email <u>alric831@gmail.com</u>	

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From: alric simon alricsimon@aol.com  
Subject: Documentation of Loss, NORTH FORTY DEVELOPMENT  
Date: Oct 8, 2019 at 5:21:35 PM  
To: Alric Simon alricsimon@aol.com

2/9/16. Invested \$50,000. (Principal)

2/9/17. Interest paid. \$4,500

2/9/18. Interest due. 4,500

2/9/19. Interest due. 4,500

Total Loss. \$59,000

Sent from my iPad

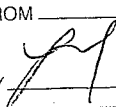
Al Simon

Please keep these copies for your records.  
Thank you,



Texas First Financial  
5300 Town & Country Blvd, Suite 190  
Frisco, TX 75034  
1-866-590-2555  
Fax 817-590-2528  
www.Texas1stFinancial.com

RECEIPT

DATE	2/9/2016	No.	151946
RECEIVED FROM	Alric Simon		\$50,000.00
	Fifty Thousand		DOLLARS
<input type="radio"/> FOR RENT	North Forty Development		
<input checked="" type="radio"/> FOR			
ACCOUNT #	1002	<input type="radio"/> CASH	FROM _____ TO _____
PAYMENT		<input type="radio"/> MONEY ORDER	
BAL. DUE		<input checked="" type="radio"/> CHECK	BY 
		<input type="radio"/> CREDIT CARD	

© 2008 1182

Fidelity® Cash Management Account **1002**  
80-5688/1012

ALRIC B SIMON  
8603 FOREST GLEN DR  
IRVING, TX 75063

3/2/2018

Pay to the Order of NORVA FIDELITY INVESTMENTS \$ 27,000.00  
NET INVESTMENT

Dollars

**Fidelity**  
INVESTMENTS  
UMB Bank, N.A.  
Warren, MO

For Stacy Rose Brown  
4776

Fidelity

**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 \$ 50,000.00 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 THOUSAND & NO/100S dollars (\$ 50,000.00) (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.** 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 real estate market 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 received are received in good faith to protect the interest of Holders, the companies, and all interested parties with prejudice as to all rights reserved and are protected by appropriate deeds of trust.

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

10 Feb 2010 (signature date).

9 FEB 2014 (funding date).

North Forty Development, LLC:

By: **Bob Guess**

*Bob Guess*

Address: 5300 Town & Country Blvd. #190

Frisco, TX 75034

Signed: \_\_\_\_\_



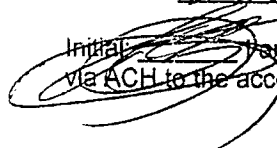
Print: \_\_\_\_\_

*Bob Guess*

Address: \_\_\_\_\_

*8603 FOREST CROWN  
IRVING, TX 75063*

Initial: \_\_\_\_\_



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



PROMISSORY NOTE

Maker: North Forty Development Capital Account

Address: 7002 Lebanon Rd., Ste 101  
Frisco, TX 75034

Payee: Name: Alric Simon

Address: 8603 Forest Glen

IRVING, TX 75063

Tax ID/ SS: 

Telephone: (214) 287-4600

Place for Payment: Bank Name: BANK OF AMERICA

Routing #: 111 0000 25

Account #: 

Principal Amount: \$50,000<sup>00</sup>

Interest Rate on Unpaid Principal from Date: Nine percent (9.0%) per annum.

Terms of Payment (principal and interest):

Please initial one of the following:

**One-year term:** The Maker and Payee agree the principal amount of this Note will be paid to Payee one (1) year from funding date (contract date). Contract will automatically renew for additional one-year term if no request is made by Payee.

**Two-year term:** Quarterly Interest payments will be made until full Note amount plus interest is paid to the Payee. Initial payment will be pro-rated based on calendar quarter. Contract will automatically renew for additional two-year term if no request is made by Payee.

5300 TOWN & COUNTRY DR  
190  
FRISCO 75034

This Note may be pre-paid in whole or in part at any time without penalty.

**Maker** promises to pay to the order of **Payee** at the place for payment and according to the terms of payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

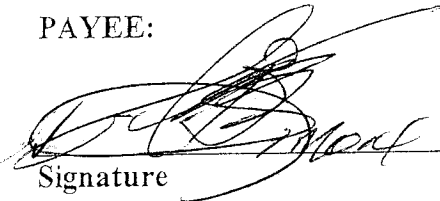
The **Maker** is responsible for all obligations represented by this **Note**.

**MAKER:**

\_\_\_\_\_  
Signature

North Forty Development Capital Account

**PAYEE:**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

*Alric Simon*  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Signature Date: 2/9/17

Funding Date: 2/9/17