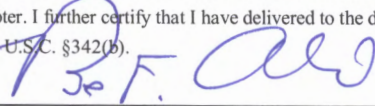


B1 (Official Form 1) (12/11)

<b>United States Bankruptcy Court</b> <b>EASTERN DISTRICT OF ARKANSAS</b>				<b>Voluntary Petition</b>	
Name of Debtor (if individual, enter Last, First, Middle): <b>B &amp; K Group, Inc.,  an Arkansas Corporation</b>			Name of Joint Debtor (Spouse)(Last, First, Middle):		
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): <b>NONE</b>			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):		
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): <b>71-0850280</b>			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):		
Street Address of Debtor (No. & Street, City, and State): <b>3700 South Division OR  Blytheville, AR</b>			Street Address of Joint Debtor (No. & Street, City, and State):		
<div style="border: 1px solid black; float: right; width: 100px; text-align: center;">             ZIPCODE  <b>72315</b> </div>			<div style="border: 1px solid black; float: right; width: 100px; text-align: center;">             ZIPCODE </div>		
County of Residence or of the Principal Place of Business: <b>Mississippi</b>			County of Residence or of the Principal Place of Business:		
Mailing Address of Debtor (if different from street address): <b>SAME</b>			Mailing Address of Joint Debtor (if different from street address):		
<div style="border: 1px solid black; float: right; width: 100px; text-align: center;">             ZIPCODE </div>			<div style="border: 1px solid black; float: right; width: 100px; text-align: center;">             ZIPCODE </div>		
Location of Principal Assets of Business Debtor (if different from street address above): <b>SAME</b>			<div style="border: 1px solid black; float: right; width: 100px; text-align: center;">             ZIPCODE </div>		
<b>Type of Debtor</b> (Form of organization) (Check <b>one</b> box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (if debtor is not one of the above entities, check this box and state type of entity below		<b>Nature of Business</b> (Check <b>one</b> box.) <input type="checkbox"/> Health Care Business <input checked="" type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other		<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Chapter 7  <input type="checkbox"/> Chapter 9  <input checked="" type="checkbox"/> Chapter 11  <input type="checkbox"/> Chapter 12  <input type="checkbox"/> Chapter 13 </div> <div> <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding   <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding </div> </div>	
<b>Chapter 15 Debtors</b> Country of debtor's center of main interests:  Each country in which a foreign proceeding by, regarding, or against debtor is pending:		<b>Tax-Exempt Entity</b> (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		<b>Chapter 11 Debtors:</b> <b>Check one box:</b> <input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).  <b>Check if:</b> <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000 .  <b>Check all applicable boxes:</b> <input type="checkbox"/> A plan is being filed with this petition <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).	
<b>Filing Fee</b> (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.  <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.				(Continued from above)	
<b>Statistical/Administrative Information</b> <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.					THIS SPACE IS FOR COURT USE ONLY
<b>Estimated Number of Creditors</b> <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000					
<b>Estimated Assets</b> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion					
<b>Estimated Liabilities</b> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion					

B1 (Official Form 1) (12/11)

FORM B1, Page 2

<b>Voluntary Petition</b> <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): <b>B &amp; K Group, Inc.,</b> <b>an Arkansas Corporation</b>	
<b>All Prior Bankruptcy Cases Filed Within Last 8 Years</b> (If more than two, attach additional sheet)			
Location Where Filed:	Case Number:	Date Filed:	
<b>NONE</b>			
Location Where Filed:	Case Number:	Date Filed:	
<b>Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor</b> (If more than one, attach additional sheet)			
Name of Debtor:	Case Number:	Date Filed:	
<b>NONE</b>			
District:	Relationship:	Judge:	
<b>Exhibit A</b> (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under Chapter 11)  <input checked="" type="checkbox"/> Exhibit A is attached and made a part of this petition		<b>Exhibit B</b> (To be completed if debtor is an individual whose debts are primarily consumer debts) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. §342(b). <b>X</b>  Signature of Attorney for Debtor(s) <span style="float: right;">6/ 4/2012</span> Date	
<b>Exhibit C</b> Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No			
<b>Exhibit D</b> (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)  <input type="checkbox"/> Exhibit D, completed and signed by the debtor, is attached and made part of this petition. If this is a joint petition: <input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
<b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b> (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ (Name of landlord that obtained judgment)			
_____ (Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

B1 (Official Form 1) (12/11)

FORM B1, Page 3

**Voluntary Petition**

(This page must be completed and filed in every case)

Name of Debtor(s):

**B & K Group, Inc.,  
an Arkansas Corporation****Signatures****Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b)

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X**

Signature of Debtor

**X**

Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.☐ Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.**X**

(Signature of Foreign Representative)

(Printed name of Foreign Representative)

(Date)

**X**

Signature of Attorney

Signature of Attorney for Debtor(s)

**Ben F. Arnold 68001**

Printed Name of Attorney for Debtor(s)

**Ben F. Arnold**

Firm Name

**Attorney at Law**

Address

**111 Center Street, Suite 1200****Little Rock, AR 72201****501-374-2225**

Telephone Number

**6/ 4/2012**

Date

\*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X**

Signature of Authorized Individual

**Kuldip Khatrao**

Printed Name of Authorized Individual

**President**

Title of Authorized Individual

**6/ 4/2012**

Date

**Signature of Non-Attorney Bankruptcy Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

**X**

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.*

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF ARKANSAS  
Jonesboro DIVISION**

In re *B & K Group, Inc.*  
an Arkansas Corporation

Case No.  
Chapter 11

Debtor(s)

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Name of Creditor and Complete Mailing Address Including Zip Code	Name, Telephone Number and Complete Mailing Address, Including Zip Code, of Employee, Agent, or Department of Creditor Familiar with Claim Who May Be Contacted	Nature of Claim (Trade Debt, Bank Loan, Government Contract, etc.)	Indicate if Claim is Contingent, Unliquidated, Disputed, or Subject to Setoff	Amount of Claim (If Secured Also State Value of Security)
1 <i>Direct Capital Corporation</i> 155 Commerce Way Portsmouth NH 03801	Phone: <i>Direct Capital Corporation</i> 155 Commerce Way Portsmouth NH 03801	<i>Arrearage on Executory Contract</i>		\$ 51,744.00
2 <i>Nationwide Asset Management Group, LLC</i> c/o William Dean Overstreet Little Rock AR 72201	Phone: <i>Nationwide Asset Management Group, LLC</i> c/o William Dean Overstreet Little Rock AR 72201	<i>Receiver Fees</i>		\$ 14,538.00
3 <i>Farmers Bank &amp; Trust</i>  P.O. Box 688 Blytheville AR 72315	Phone: <i>Farmers Bank &amp; Trust</i> 400 West Main Street P.O. Box 688 Blytheville AR 72315	<i>Loan for Purchase of Furniture</i>		\$ 12,039.89
4 <i>Reid Burge, Prevallet &amp; Coleman</i> Attorneys at Law Blytheville AR 72315	Phone: <i>Reid Burge, Prevallet &amp; Coleman</i> Attorneys at Law Blytheville AR 72315	<i>Professional fees/Attorneys</i>		\$ 9,210.00
5 <i>Mississippi County Tax Collector</i> 200 West Walnut Blytheville AR 72315	Phone: <i>Mississippi County Tax Collector</i> 200 West Walnut Blytheville AR 72315	<i>2010 Delinquent Real Estate Taxes</i>		\$ 7,920.76

Debtor(s)

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

Name of Creditor and Complete Mailing Address Including Zip Code	Name, Telephone Number and Complete Mailing Address, Including Zip Code, of Employee, Agent, or Department of Creditor Familiar with Claim Who May Be Contacted	Nature of Claim (Trade Debt, Bank Loan, Government Contract, etc.)	Indicate if Claim is Contingent, Unliquidated, Disputed, or Subject to Setoff	Amount of Claim (If Secured Also State Value of Security)
6 Mississippi County Tax Collector 200 W. Walnut Street Blytheville AR 72315	Phone: Mississippi County Tax Collector 200 W. Walnut Street Blytheville AR 72315	2011 Real Estate Taxes		\$ 7,569.20
7 Best Western International, Inc. P.O. Box 53505 Phoenix AZ 85072-3505	Phone: Best Western International, Inc. P.O. Box 53505 Phoenix AZ 85072-3505	Franchise Fees & Commissions		\$ 7,223.49
8 Arkansas DF&A  P.O. Box 8092 Little Rock AR 72203-8092	Phone: Arkansas DF&A Sales & Use Tax Section P.O. Box 8092 Little Rock AR 72203-8092	Unpaid Sales & Use Tax/Tax Lien		\$ 6,731.72
9 Mississippi County Tax Collector 200 West Walnut Blytheville AR 72315	Phone: Mississippi County Tax Collector 200 West Walnut Blytheville AR 72315	2006 Delinquent Per. Prop. Taxes		\$ 4,236.59
10 Westfield Bank 4992 Foote Road Medina OH 44256	Phone: Westfield Bank 4992 Foote Road Medina OH 44256	Insurance premium		\$ 3,631.43
11 Mississippi County Tax Collector 200 West Walnut Blytheville AR 72315	Phone: Mississippi County Tax Collector 200 West Walnut Blytheville AR 72315	2007 Delinquent Per. Prop. Taxes		\$ 3,389.08
12 Reid, Burge, Prevallet & Coleman 417 North Broadway Blytheville AR 72315	Phone: Reid, Burge, Prevallet & Coleman 417 North Broadway Blytheville AR 72315	Professional fees/Attorneys		\$ 3,200.00
13 Entergy Arkansas, Inc. P.O. Box 8101 Baton Rouge LA 70891-8101	Phone: Entergy Arkansas, Inc. P.O. Box 8101 Baton Rouge LA 70891-8101	Utility Bills		\$ 3,145.38



Debtor(s)

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

Name of Creditor and Complete Mailing Address Including Zip Code	Name, Telephone Number and Complete Mailing Address, Including Zip Code, of Employee, Agent, or Department of Creditor Familiar with Claim Who May Be Contacted	Nature of Claim (Trade Debt, Bank Loan, Government Contract, etc.)	Indicate if Claim is Contingent, Unliquidated, Disputed, or Subject to Setoff	Amount of Claim (If Secured Also State Value of Security)
14 First Citizen Bank P.O. Box 370 Dyersburg TN 38025-0370	Phone: First Citizen Bank	Overdraft Fees		\$ 2,922.11
15 Mississippi County Tax Collector 200 West Walnut Blytheville AR 72315	Phone: Mississippi County Tax Collector 200 West Walnut Blytheville AR 72315	2009 Delinquent Per. Prop. Taxes		\$ 2,502.56
16 Mississippi County Tax Collector 200 West Walnut Blytheville AR 72315	Phone: Mississippi County Tax Collector 200 West Walnut Blytheville AR 72315	2010 Delinquent Per. Prop. Taxes		\$ 2,326.85
17 Mississippi County Tax Collector 200 W. Walnut Street Blytheville AR 72315	Phone: Mississippi County Tax Collector 200 W. Walnut Street Blytheville AR 72315	2011 Personal Property Taxes		\$ 1,569.96
18 Gilbow & Company, Inc. P.O. Box 2012 Blytheville AR 72316-2012	Phone: Gilbow & Company, Inc. P.O. Box 2012 Blytheville AR 72316-2012	Professional fees/Accountant		\$ 1,380.00
19 Dogwood Community Water Association 1500 Kari Lane Blytheville AR 72315	Phone: Dogwood Community Water Association 1500 Kari Lane Blytheville AR 72315	Utility Bills		\$ 756.36
20 Entergy Arkansas, Inc. P.O. Box 8101 Baton Rouge LA 70891-8101	Phone: Entergy Arkansas, Inc. P.O. Box 8101 Baton Rouge LA 70891-8101	Utility Bills		\$ 468.09

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Debtor(s)

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**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS****DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION**

I, *Kuldip Khatrao*, *President* of the *Corporation* named  
as debtor in this case, declare under penalty of perjury that I have read the foregoing List of Creditors Holding Twenty Largest Unsecured Claims and that  
they are true and correct to the best of my knowledge, information and belief.

Date: *6/4/2012*

Signature \_\_\_\_\_

Name: *Kuldip Khatrao*Title: *President*

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF ARKANSAS  
JONESBORO DIVISION**

In re *B & K Group, Inc.*,  
*an Arkansas Corporation*

Case No.  
Chapter *11*

\_\_\_\_\_/ Debtor  
Attorney for Debtor: *Ben F. Arnold*

**VERIFICATION OF CREDITOR MATRIX**

The above named Debtor(s) hereby verify that the attached list of creditors is true and correct to the best of our knowledge.

Date: 6/ 4/2012

\_\_\_\_\_  
Debtor



Bahadur S. Dhillon  
3724 S. Trent Road  
Blytheville, AR 72315

Best Western International, In  
6201 North 24h Parkway  
Phoenix, AZ 85016-2023

Chase Cardmember Service  
P.O. Box 94014  
Palatine, IL 60094-4014

Direct Capitol  
135 Commerce Way  
Atlanta, GA 303801

First Citizen Bank  
P.O. Box 370  
Dyersburg, TN 38025-0370

Great American Insurance Compa  
c/o King & Assoc. Ins., LLC  
1585 Mallory Lane, Ste. 205  
Brentwood, TN 37027

Kuldip K. Khatrao  
3724 S. Trent Road  
Blytheville, AR 72315

Landmark American Insurance Co  
c/o King & Assoc. Ins., LLC  
1585 Mallory, Ste. 205  
Brentwood, TN 37027

Life Corporation of NJ, Inc. (  
5074 American Way  
Memphis, TN 38115

Orchard Bank/HSBC Card Service  
P.O. Box 80084  
Salinas, CA 93912-0084

Ritter Communications  
P.O. Box 7510  
Jonesboro, AR 72403-7510

SourceGas Arkansas, Inc.  
P.O. Box 13288  
Fayetteville, AR 72703-1002

Southwestn International Hotel  
1930 E. Meadowmere  
Suite 101  
Springfield, MO 65804

Walmart/GECRB  
P.O. Box 530927  
Atlanta, GA 30353-0927

Zions First National Bank  
c/o William Dean Overstreet  
425 W. Capitol, Suite 2700  
Little Rock, AR 72201

Arkansas DF&A  
Sales & Use Tax Section  
P.O. Box 8092  
Little Rock, AR 72203-8092

Best Western International, Inc.  
P.O. Box 53505  
Phoenix, AZ 85072-3505

Direct Capital Corporation  
155 Commerce Way  
Portsmouth, NH 03801

Dogwood Community Water Associ  
1500 Kari Lane  
Blytheville, AR 72315

Entergy Arkansas, Inc.  
P.O. Box 8101  
Baton Rouge, LA 70891-8101

Farmers Bank & Trust  
400 West Main Street  
P.O. Box 688  
Blytheville, AR 72315

First Citizen Bank

Gilbow & Company, Inc.  
P.O. Box 2012  
Blytheville, AR 72316-2012

Mississippi County Tax Collect  
200 West Walnut  
Room 104  
Blytheville, AR 72315

Mississippi County Tax Collect  
200 W. Walnut Street  
Room 104  
Blytheville, AR 72315

Nationwide Asset Management Gr  
c/o William Dean Overstreet  
425 W. Capitol, Suite 3700  
Little Rock, AR 72201

Reid Burge, Prevallet & Colema  
Attorneys at Law  
417 North Broadway  
Blytheville, AR 72315

Reid, Burge, Prevallet & Colem  
417 North Broadway  
Blytheville, AR 72315

Westfield Bank  
4992 Foote Road  
Medina, OH 44256

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF ARKANSAS  
JONESBORO DIVISION**

In re *B & K Group, Inc., an Arkansas Corporation*

Case No.  
Chapter **11**

\_\_\_\_\_/ Debtor

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	Attached (Yes/No)	No. of Sheets	ASSETS	LIABILITIES	OTHER
A-Real Property	<b>Yes</b>	<b>1</b>	\$ <b>1,600,000.00</b>		
B-Personal Property	<b>Yes</b>	<b>6</b>	\$ <b>42,699.61</b>		
C-Property Claimed as Exempt	<b>No</b>	<b>0</b>			
D-Creditors Holding Secured Claims	<b>Yes</b>	<b>1</b>		\$ <b>1,333,913.63</b>	
E-Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	<b>Yes</b>	<b>3</b>		\$ <b>32,317.52</b>	
F-Creditors Holding Unsecured Nonpriority Claims	<b>Yes</b>	<b>5</b>		\$ <b>114,292.21</b>	
G-Executory Contracts and Unexpired Leases	<b>Yes</b>	<b>1</b>			
H-Codebtors	<b>Yes</b>	<b>1</b>			
I-Current Income of Individual Debtor(s)	<b>No</b>	<b>0</b>			\$ <b>0.00</b>
J-Current Expenditures of Individual Debtor(s)	<b>No</b>	<b>0</b>			\$ <b>0.00</b>
TOTAL		<b>18</b>	\$ <b>1,642,699.61</b>	\$ <b>1,480,523.36</b>	

B6 Declaration (Official Form 6 - Declaration) (12/07)

In re B & K Group, Inc., an Arkansas Corporation  
Debtor

Case No. \_\_\_\_\_  
(if known)

## DECLARATION CONCERNING DEBTOR'S SCHEDULES

### DECLARATION UNDER PENALTY ON BEHALF OF A CORPORATION

I, Kuldip Khatrao, President of the Corporation  
named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 19 sheets,  
and that they are true and correct to the best of my knowledge, information, and belief.

Date: 6/1/2012

Signature: Kuldip Khatrao  
Name: Kuldip Khatrao  
Title: President

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.



In re B & K Group, Inc.,

Debtor(s)

Case No. \_\_\_\_\_

(if known)

**SCHEDULE A-REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G-Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband--H Wife--W Joint--J Community--C	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Lot Two (2) of CHW Commercial Addition to the City of Bytheville, Mississippi County, Arkansas as shown by recorded plan in Plat Book 5, Page 54	Fee Simple		\$1,600,000.00	\$1,333,913.63
<b>TOTAL \$</b>			1,600,000.00	

No continuation sheets attached

(Report also on Summary of Schedules.)

In re B & K Group, Inc.,

Case No. \_\_\_\_\_

Debtor(s)

(if known)

**SCHEDULE B-PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G-Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	None	Description and Location of Property	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption
		Husband--H Wife--W Joint--J Community--C	
1. Cash on hand.		<i>Cash in hotel drawer seized by Receiver</i> <i>Location: In Receiver's possession</i>	\$194.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		<i>Farmers Bank &amp; Trust checking account # 189149</i> <i>Location: In Receiver's possession</i>	\$145.97
		<i>First Citizen Bank Checking Account # 1993526</i> <i>This account is overdrawn in the amount of -\$2922.11</i> <i>Location: In debtor's possession</i>	\$0.00
		<i>Southern Bancorp</i> <i>Checking account # 115476 D</i>  <i>Location: In debtor's possession</i>	\$49.38
		<i>Entergy security deposit to be returned to Debtor in June or July, 2012</i> <i>Customer Account No. 53061198</i> <i>Location: Entergy's possession</i>	\$245.49
3. Security deposits with public utilities, telephone companies, landlords, and others.		<i>Security Deposit with Direct Capital Corporation</i> <i>Location: In creditor's possession</i>	\$1,056.00

Case No. \_\_\_\_\_  
(if known)

## Debtor(s)

(if known)

4. Household goods and furnishings, including audio, video, and computer equipment.	X		
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X		
6. Wearing apparel.	X		
7. Furs and jewelry.	X		
8. Firearms and sports, photographic, and other hobby equipment.	X		
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		<p><i>Great American Insurance Company</i>  <i>Property &amp; Casualty Insurance Policy No. MAC</i>  <i>0-24-50-57-00</i>  <i>This Policy was cancelled by Receiver on May</i>  <i>14, 2012, but per advice from Debtor's</i>  <i>insurance agent, this policy is subject to</i>  <i>reinstatement upon Receiver being removed</i>  <i>and Debtor placed in possession of hotel</i>  <i>property</i>  <i>Balance of Premium owed to Westfield Bank</i>  <i>Location: In debtor's possession</i></p> <p><i>Landmark American Insurance Company</i>  <i>Liability Insurance Policy No. LBA094537-00</i>  <i>Location: In debtor's possession</i></p>	<p><i>Unknown</i></p> <p><i>Unknown</i></p>
10. Annuities. Itemize and name each issuer.	X		
11. Interest in an education IRA as defined in 26 U.S.C. 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. 521(c).)	X		
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X		
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X		
14. Interests in partnerships or joint ventures. Itemize.	X		
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	X		

In re B & K Group, Inc.,Case No. \_\_\_\_\_  
(if known)

Debtor(s)

**SCHEDULE B-PERSONAL PROPERTY**

(Continuation Sheet)

Type of Property	N o n e	Description and Location of Property	Husband--H Wife--W Joint--J Community--C  Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption
16. Accounts Receivable.		<p><i>BNSF MOW Corporate Lodging</i> <i>8111 E 32nd Street North, Suite 300</i> <i>Wichita, KS 67226</i> <i>(316) 636-5055</i> <i>Location: In debtor's possession, subject to</i> <i>security interest</i></p> <p><i>BNSF TYE Corporate Lodging</i> <i>8111E 32nd Street North, Suite 300</i> <i>Wichita, KS 67226</i> <i>(316) 636-5055</i>  <i>Location: In debtor's possession, subject to</i> <i>security interest</i></p> <p><i>Delta Asphalt of Ark.</i> <i>11719 Hwy. 412 West</i> <i>Paragould, AR 72450</i> <i>(870) 573-6882</i> <i>Location: In debtor's possession, subject to</i> <i>security interest</i></p> <p><i>Spartan Construction</i> <i>c/o Diane Broster</i> <i>1619 Distribution Dr.</i> <i>Burlington, KY 41005</i> <i>Location: In debtor's possession, subject to</i> <i>security interest</i></p> <p><i>Tuboscope</i> <i>P.O. Box 868</i> <i>Lone Star, TX 75668</i> <i>(903) 639-3438</i> <i>Location: In debtor's possession, subject to</i> <i>security interest</i></p>	<p>\$561.10</p> <p>\$1,066.99</p> <p>\$4,853.28</p> <p>\$241.80</p> <p>\$1,627.08</p>
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X		

In re B & K Group, Inc.,Case No. \_\_\_\_\_  
(if known)

Debtor(s)

**SCHEDULE B-PERSONAL PROPERTY**

(Continuation Sheet)

Type of Property	N o n e	Description and Location of Property	Husband--H Wife--W Joint--J Community--C	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	X			
20. Contingent and non-contingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as described in 11 U.S.C. 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment and supplies used in business.	X			
30. Inventory.		<i>10 48-inch writing desks with no drawers Per Master Lease Agreement # 08-80982 Location: In Receiverr's possession</i>		<i>\$1,375.00</i>
		<i>2 coffee tables Per Master Lease Agreement # 08-80982 Location: In Receiver's possession</i>		<i>\$875.00</i>
		<i>2 Queen headboards Per Master Lease Agreement 08-80982 Location: In Receiver's possession</i>		<i>\$204.54</i>

In re B & K Group, Inc.,Case No. \_\_\_\_\_  
(if known)

Debtor(s)

**SCHEDULE B-PERSONAL PROPERTY**

(Continuation Sheet)

Type of Property	N o n e	Description and Location of Property		Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption
		<div data-bbox="1143 411 1289 506"> Husband--H Wife--W Joint--J Community--C </div>		
		30 Platinum activity tables - jewel mohagony Per Master Lease Agreement # 08-80982 Location: In Receiver's possession		\$875.00
		40 3-drawer chests, combo fridge with microwave unit Per Master Lease Agreement # 08-80982 Location: In Receiver's possession		\$17,045.20
		50 Nightsands Per Master Lease Agreement 08-80982 Location: In Receiver's possession		\$5,738.50
		60 Full XL Headboards Per Master Lease Agreement 08-80982 Location: In Receiver's possession		\$5,590.80
		New inventory purchased 5-16-2011 Location: In Receiver's possession		\$954.48
		Hotel furniture, fixtures and equipment See attached Exhibits "1", "2" and "3" attached hereto. Also see Schedule A as the value shown thereon includes value of furniture, fixtures and equipment. Location: In Receiver's possession		Unknown
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			



In re B & K Group, Inc.,Case No. \_\_\_\_\_  
(if known)

Debtor(s)

**SCHEDULE B-PERSONAL PROPERTY**

(Continuation Sheet)

Type of Property	N o n e	Description and Location of Property		Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption
			Husband--H Wife--W Joint--J Community--C	
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			
		<b>Total ➡</b>		\$42,699.61

(1)

**BEST WESTERN INVENTORY****Front Desk**

- Epson LX 300 printer
- Tel-electronics machine
- Laser Jet Printer
- Dell computer with monitor and key board
- Cash drawer
- Hypercom Credit card machine with printer
- Unisonic calculator
- Tesa keymaker
- Gold Crown Printer
- Security Camera
- Superswitch phone system
- Bellsouth cordless phone
- Clock
- Paper Basket
- six cabinets with drawers
- picture

**Office**

- Desk
- Calculator
- Chair
- Phone
- Small shelves
- Security monitor with VCR
- Safe
- Paper basket
- Files case
- Two high chairs

**Lobby**

- Desk with chair
- Small lamp
- Fireplace
- Two statues
- Two candle holders



(2)

- Tea table
- Side Table
- Sofa
- Love Seat
- Two breakfast Tables
- Five chairs
- Six cabinets with drawers
- Security camera
- Toaster
- Two coffee makers with four pots
- Emerson microwave
- Metal waste basket
- Four glass cereal jars
- 7 plastic containers for creamers, sugars...
- One bread basket
- Two Small baskets for plates and bowls
- 3 baskets for donuts, bagels, and muffins
- One basket of apples
- 4 natural potted plants
- 3 plants (fake)
- 1 tree (fake)
- sink
- refrigerator
- restroom
- 2 pictures

#### **Back room**

- Audiobox stereo and cd player
- Canon PC 320 copier machine
- Sharp fax machine
- Optiquess computer with monitor, mouse, and keyboard used for reservations
- Personal Earth Station 5000
- Okidata 9 pin printer
- 16 cabinets
- 8 drawers
- one shelf
- Sharp TV
- Fire extinguisher
- Time cards' shelves
- Time card machine
- Alarm security system
- 1 security camera

(3)

- two chairs
- one table
- paper basket

#### **Laundry room**

- Long table
- Chair
- 2 dryers
- 1 washer
- heater
- 3 shelves
- 2 housekeeper's carts
- 2 laundry baskets
- Big garbage can
- 2 vacuums
- sink

#### **Misc. Outside**

- 2 Washing machines
- 1 soda machine
- 1 snack machine
- 1 ice machine
- Workout room with tread mill and workout machine, water fountain, TV, and meter
- swimming pool with two tables, 8 chairs, and 2 recliners
- 4 garbage containers

#### **In rooms**

- 8 king size beds
- 2 single beds
- 60 queen size beds
- 1 sofa
- 40 irons
- 40 ironing boards
- 40 hair dryers
- 40 luggage racks
- 40 ice buckets
- 40 trays
- 320 hangers
- 40 pens and pads
- 40 telephone books

(4)

- 40 best western directories
- 40 phones
- 40 alarm clocks
- 40 televisions
- 40 bedroom mirrors
- 80 trash cans
- 40 stationary racks
- 80 pictures
- 80 night stands
- 40 dressers
- 40 desks
- 40 desk chairs
- 40 lamps
- 80 wall lamps
- 40 bibles

#### **Storage**

- Best western directories
- 2 boxes of soap
- 2 boxes of toilet paper
- 2 extra blankets
- 1 extra king size bed spread
- 1 box napkins
- 3 hair dryers
- 2 boxes facial tissue
- 1 box of knives
- 1 box of spoons
- 1 box of bowls
- 1 box of paper plates
- 1 box of trays
- 1 box of ice containers
- 1 box bibles
- 2 boxes of shampoo
- one fan
- one roll away bed
- one crib

#### **Breakfast storage**

- 5 gallons of milk
- 6 cartons of orange juice
- 1/2 box of butter

(5)

- 1/2 box of jelly
- 2 bags of bagels
- 2 loafs of bread
- 1 box of donuts
- 1 box plastic gloves
- 4 boxes of cereals
- 1 box of plastic wrap
- 2 cans of coffee
- 2 cans of dec. coffee
- 1 box of tea
- 2 stacks of filters
- 1/2 box of creamer
- 1/2 box of sugars
- 1/2 box of sweet and low
- 2 boxes of coffee stirers
- 2 boxes of muffins
- 1/2 box of apples
- 1 box of coffee cups
- 1 box of coffee cups' lids

#### **Upstairs Storage**

- One crib
- One roll away bed
- 2 boxes of pillows
- 2 boxes of bed spreads
- Christmas tree
- Christmas decorations



**MISSISSIPPI COUNTY**

Number: 47-000046254

COMMERCIAL PERSONAL PROPERTY ASSESSMENT - 2011

**PLEASE READ CAREFULLY!**

Between January 1st and the 31st day of May of each year, the individual taxpayer has the legal responsibility of reporting to the assessor all personal property in his possession as of January 1st or acquired between January 1st and May 31st. A ten percent (10%) late assessment penalty will be charged on personal property assessed after May 31st if it was acquired before that date. (unless it was acquired May 2nd through May 31st, then the owner has thirty (30) days from the date of acquisition to assess it without penalty).

**B&K GROUP, INC**  
**DBA BEST WESTERN BLYTHEVILLE INN**  
 1101 KARI LN  
 BLYTHEVILLE AR 72315

**HARLEY L. BRADLEY, ASSESSOR**  
 200 W. WALNUT  
 BLYTHEVILLE AR 72315  
 (870) 763-6860

Telephone:

District: 5N BLYTHEVILLE CITY

Property Type:	Value	Assessed Value		
Vehicles				
Inventory				
Furniture-Fixtures				
Machinery-Equipment	151493	30300		
Miscellaneous				
PROPERTY DESCRIPTION			VALUE	PENALTY
<b>Machinery-Equipment:</b>	<b>YEAR</b>	<b>COST</b>	<b>DEPR.</b>	<b>MARKET</b>
AUTO EQUIP	2002	1633	.32	523
AGRICULTURAL M&E	1	AGRICULTURAL M&E		
	2001	600260	.25	150065
HOTEL & MOTEL	1	OTHER F&E		
	2002	1139	.32	364
HOTEL & MOTEL	1	OTHER F&E		
	2002	1690	.32	541
HOTEL & MOTEL	1	OTHER F&E		
	2002	1690	.32	541

This is to certify that the above listed vehicles have been assessed for the current year.

**TOTAL VALUE:** 30300 30300

**THIS IS NOT A TAX BILL**

This is to certify that the above individual paid personal property taxes due for the tax year 2009

Receipt:

Date:

Amount:

Collector:

**PATRICIA A CALDWELL****PER AGENT**

(Signature)

I hereby swear or affirm that this is a true and complete list of all the personal property that, by law, I am required to list for taxation, and that the values rendered are true and accurate to the best of my knowledge.

Sworn before and subscribed to before me on: 7/05/2011

Deputy: LMC

Real Estate Parcel Number: 305-01658-101

Source: A

First Assessment in Arkansas: N

Date Rendition Returned: 7/05/2011

Date last updated: 7/05/2011

LMC



P.16/1800

To: 501 221 3201

MAY-29-2012 12:28 From: MSCD ASSESSOR B

# Depreciation and Amortization

## (Including Information on Listed Property)

OMB No. 1545-0172

2011

Attachment  
Sequence No. 179Department of the Treasury  
Internal Revenue Service (99)

▶ See separate instructions.

▶ Attach to your tax return.

Name(s) shown on return

Business or activity to which this form relates

Identifying number

B&amp;K GROUP INC

FORM 1120

**Part I Election To Expense Certain Property Under Section 179**

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions) . . . . .	1	
2	Total cost of section 179 property placed in service (see instructions) . . . . .	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions) . . . . .	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0- . . . . .	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions . . . . .	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29 . . . . .	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7 . . . . .	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8 . . . . .	9	
10	Carryover of disallowed deduction from line 13 of your 2010 Form 4562 . . . . .	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions) . . . . .	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11 . . . . .	12	
13	Carryover of disallowed deduction to 2012. Add lines 9 and 10, less line 12 . . . . .	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

**Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)**

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions) . . . . .	14	37,987
15	Property subject to section 168(f)(1) election . . . . .	15	
16	Other depreciation (including ACRS) . . . . .	16	

**Part III MACRS Depreciation (Do not include listed property.) (See instructions.)****Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2011 . . . . .	17	29,705
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here . . . . .		

**Section B - Assets Placed in Service During 2011 Tax Year Using the General Depreciation System**

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	

**Section C - Assets Placed in Service During 2011 Tax Year Using the Alternative Depreciation System**

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

**Part IV Summary (See instructions.)**

21	Listed property. Enter amount from line 28 . . . . .	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions . . . . .	22	67,692
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs . . . . .	23	

For Paperwork Reduction Act Notice, see separate instructions.

EEA

Form 4562 (2011)



B6D (Official Form 6D) (12/07)

In re B & K Group, Inc.

Debtor(s)

Case No. \_\_\_\_\_  
(if known)**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

Creditor's Name and Mailing Address Including ZIP Code and Account Number (See Instructions Above.)	Co-Debtor H--Husband W--Wife J--Joint C--Community	Date Claim was Incurred, Nature of Lien, and Description and Market Value of Property Subject to Lien	Contingent	Unliquidated	Disputed	Amount of Claim Without Deducting Value of Collateral	Unsecured Portion, If Any
Account No:	X	April 9, 2002				\$ 1,333,913.63	\$ 0.00
Creditor # : 1 Zions First National Bank c/o William Dean Overstreet 425 W. Capitol, Suite 2700 Little Rock AR 72201		Mortgage/Security Agreement  Firt mortgage lien on hotel property and hotel personal property per Security Agrmt.  Value: \$ 1,600,000.00					
Account No:							
		Value:					
No continuation sheets attached						Subtotal \$ (Total of this page)	\$ 1,333,913.63
						Total \$ (Use only on last page)	\$ 1,333,913.63

(Report also on Summary of Schedules.)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data)

In re B & K Group, Inc.,

Case No. \_\_\_\_\_

Debtor(s)

(if known)

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts NOT entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)☐ **Domestic Support Obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,775\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,600\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amounts are subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

In re B & K Group, Inc. ,

Case No. \_\_\_\_\_

Debtor(s)

(if known)

## SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

Type of Priority for Claims Listed on This Sheet: **Taxes and Certain Other Debts Owed to Governmental Units**

Creditor's Name, Mailing Address Including ZIP Code, and Account Number (See instructions above.)	Co-Debtor	Date Claim was Incurred and Consideration for Claim	Contingent	Unliquidated	Disputed	Amount of Claim	Amount Entitled to Priority	Amount not Entitled to Priority, if any
Account No: -SLS Creditor # : 1 Arkansas DF&A Sales & Use Tax Section P.O. Box 8092 Little Rock AR 72203-8092	H--Husband W--Wife J--Joint C--Community	4/11/2011 Unpaid Sales & Use Tax/Tax Lien Unpaid Sales & Use Taxes for Period Ending 12-31-2009				\$ 6,731.72	\$ 6,731.72	\$ 0.00
Account No: 6254 Creditor # : 2 Mississippi County Tax Collector 200 West Walnut Room 104 Blytheville AR 72315		2010 2010 Delinquent Per. Prop. Taxes				\$ 2,326.85	\$ 2,326.85	\$ 0.00
Account No: 6254 Creditor # : 3 Mississippi County Tax Collector 200 West Walnut Room 104 Blytheville AR 72315		2009 2009 Delinquent Per. Prop. Taxes				\$ 2,502.56	\$ 2,502.56	\$ 0.00
Account No: 6254 Creditor # : 4 Mississippi County Tax Collector 200 West Walnut Room 104 Blytheville AR 72315		2007 2007 Delinquent Per. Prop. Taxes				\$ 3,389.08	\$ 3,389.08	\$ 0.00
Account No: Creditor # : 5 Mississippi County Tax Collector 200 West Walnut Room 104 Blytheville AR 72315		2010 2010 Delinquent Real Estate Taxes				\$ 7,920.76	\$ 7,920.76	\$ 0.00

Sheet No. 1 of 2 continuation sheets  
attached to Schedule of Creditors Holding Priority Claims

**Subtotal \$**  
(Total of this page)

**22,870.97 22,870.97 0.00**

**Total \$**  
(Use only on last page of the completed Schedule E. Report total also  
on Summary of Schedules)

**Total \$**  
(Use only on last page of the completed Schedule E. If applicable,  
report also on the Statistical Summary of Certain Liabilities and



In re B & K Group, Inc., \_\_\_\_\_,

Case No. \_\_\_\_\_

Debtor(s)

(if known)

## SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

Type of Priority for Claims Listed on This Sheet: **Taxes and Certain Other Debts Owed to Governmental Units**

Creditor's Name, Mailing Address Including ZIP Code, and Account Number (See instructions above.)	Co-Debtor H--Husband W--Wife J--Joint C--Community	Date Claim was Incurred and Consideration for Claim	Contingent	Unliquidated	Disputed	Amount of Claim	Amount Entitled to Priority	Amount not Entitled to Priority, if any
Account No: <b>Creditor # : 6</b> <b>Mississippi County Tax</b> <b>Collector</b> <b>200 West Walnut</b> <b>Room 104</b> <b>Blytheville AR 72315</b>		<b>2009</b> <b>2009 Delinquent Real Estate Taxes</b>				\$ 307.39	\$ 307.39	\$ 0.00
Account No: <b>6254</b> <b>Creditor # : 7</b> <b>Mississippi County Tax</b> <b>Collector</b> <b>200 W. Walnut Street</b> <b>Room 104</b> <b>Blytheville AR 72315</b>		<b>1-1-2012</b> <b>2011 Personal Property Taxes</b> <b>2011 Mississippi County</b> <b>Personal Property Taxes</b>				\$ 1,569.96	\$ 1,569.96	\$ 0.00
Account No: <b>Creditor # : 8</b> <b>Mississippi County Tax</b> <b>Collector</b> <b>200 W. Walnut Street</b> <b>Room 104</b> <b>Blytheville AR 72315</b>		<b>1-1-2012</b> <b>2011 Real Estate Taxes</b> <b>Parcel No. 305-01658-101</b> <b>Parcel No. 305-01658-102</b>				\$ 7,569.20	\$ 7,569.20	\$ 0.00
Account No:								
Account No:								
Account No:								
<b>Subtotal \$</b> (Total of this page)						<b>9,446.55</b>	<b>9,446.55</b>	<b>0.00</b>
<b>Total \$</b> (Use only on last page of the completed Schedule E. Report total also on Summary of Schedules)						<b>32,317.52</b>		
<b>Total \$</b> (Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and							<b>32,317.52</b>	<b>0.00</b>

Sheet No. 2 of 2 continuation sheets  
attached to Schedule of Creditors Holding Priority Claims



B6F (Official Form 6F) (12/07)

In re B & K Group, Inc.,Case No. \_\_\_\_\_  
(if known)

Debtor(s)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedules. Report this total also on the Summary of Schedules, and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

Creditor's Name, Mailing Address including Zip Code, And Account Number (See instructions above.)	Co-Debtor	Date Claim was Incurred, and Consideration for Claim. If Claim is Subject to Setoff, so State.	Contingent	Unliquidated	Disputed	Amount of Claim
Account No: 4101 Creditor # : 1 Best Western International, Inc. P.O. Box 53505 Phoenix AZ 85072-3505	H--Husband W--Wife J--Joint C--Community	5-1-2012 Franchise Fees & Commissions				\$ 7,223.49
Account No: 2553 Creditor # : 2 Chase Cardmember Service P.O. Box 94014 Palatine IL 60094-4014		6/5/2012 Credit Card Purchases				Unknown
Account No: N/A Creditor # : 3 Direct Capital Corporation 155 Commerce Way Portsmouth NH 03801		5/22/2012 Arrearage on Executory Contract UCC Financing Statement				\$ 51,744.00
4 continuation sheets attached						Subtotal \$
						\$ 58,967.49
						Total \$
(Use only on last page of the completed Schedule F. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related						

B6F (Official Form 6F) (12/07) - Cont.

In re B & K Group, Inc.,Case No. \_\_\_\_\_  
(if known)

Debtor(s)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

Creditor's Name, Mailing Address including Zip Code, And Account Number (See instructions above.)	Co-Debtor	Date Claim was Incurred, and Consideration for Claim. If Claim is Subject to Setoff, so State.	Contingent	Unliquidated	Disputed	Amount of Claim
Account No: 1119 Creditor # : 4 Dogwood Community Water Association 1500 Kari Lane Blytheville AR 72315		5-14-2012 Utility Bills				\$ 756.36
Account No: 1198 Creditor # : 5 Entergy Arkansas, Inc. P.O. Box 8101 Baton Rouge LA 70891-8101		5-15-2012 Utility Bills				\$ 468.09
Account No: 6823 Creditor # : 6 Entergy Arkansas, Inc. P.O. Box 8101 Baton Rouge LA 70891-8101		5-15-2012 Utility Bills				\$ 3,145.38
Account No: 7270 Creditor # : 7 Farmers Bank & Trust 400 West Main Street P.O. Box 688 Blytheville AR 72315	X	2/16/2012 Loan for Purchase of Furniture				\$ 12,039.89
Account No: 3526 Creditor # : 8 First Citizen Bank P.O. Box 370 Dyersburg TN 38025-0370		Unknown Overdraft Fees				\$ 2,922.11

Sheet No. 1 of 4 continuation sheets attached to Schedule of  
Creditors Holding Unsecured Nonpriority ClaimsSubtotal \$ \$ 19,331.83

Total \$

(Use only on last page of the completed Schedule F. Report also on Summary of  
Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related

B6F (Official Form 6F) (12/07) - Cont.

In re B & K Group, Inc.,Case No. \_\_\_\_\_  
(if known)

Debtor(s)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

Creditor's Name, Mailing Address including Zip Code, And Account Number (See instructions above.)	Co-Debtor H--Husband W--Wife J--Joint C--Community	Date Claim was Incurred, and Consideration for Claim. If Claim is Subject to Setoff, so State.	Contingent	Unliquidated	Disputed	Amount of Claim
Account No: Creditor # : 9 Gilbow & Company, Inc. P.O. Box 2012 Blytheville AR 72316-2012		5-22-2012 Professional fees/Accountant				\$ 1,380.00
Account No: 7-00 Creditor # : 10 Great American Insurance Company c/o King & Assoc. Ins., LLC 1585 Mallory Lane, Ste. 205 Brentwood TN 37027		10/06/2011 Insurance premium Premiums owed to Westfield Bank Insurance policy cancelled 5-14-2012				Unknown
Account No: 3700 Creditor # : 11 Landmark American Insurance Company c/o King & Assoc. Ins., LLC 1585 Mallory, Ste. 205 Brentwood TN 37027		9/19/2011 Insurance premium Premiums owed to Westfield Bank Insurance policy cancelled by Receiver on 5/14/2012				Unknown
Account No: N/A Creditor # : 12 Life Corporation of NJ, Inc. (Hotel/Motel Supply) 5074 American Way Memphis TN 38115		4/17/2012 Hotel Supplies Invoice #5204				\$ 430.48
Account No: 6254 Creditor # : 13 Mississippi County Tax Collector 200 West Walnut Room 104 Blytheville AR 72315		2006 2006 Delinquent Per. Prop. Taxes				\$ 4,236.59

Sheet No. 2 of 4 continuation sheets attached to Schedule of  
Creditors Holding Unsecured Nonpriority ClaimsSubtotal \$ \$ 6,047.07

Total \$

(Use only on last page of the completed Schedule F. Report also on Summary of  
Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related

B6F (Official Form 6F) (12/07) - Cont.

In re B & K Group, Inc.,Case No. \_\_\_\_\_  
(if known)

Debtor(s)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

Creditor's Name, Mailing Address including Zip Code, And Account Number (See instructions above.)	Co-Debtor H--Husband W--Wife J--Joint C--Community	Date Claim was Incurred, and Consideration for Claim. If Claim is Subject to Setoff, so State.	Contingent	Unliquidated	Disputed	Amount of Claim
Account No: <i>N/A</i> Creditor # : 14 Nationwide Asset Management Group, LLC c/o William Dean Overstreet 425 W. Capitol, Suite 3700 Little Rock AR 72201		5/16/2012 Receiver Fees				\$ 14,538.00
Account No: 7462 Creditor # : 15 Orchard Bank/HSBC Card Services P.O. Box 80084 Salinas CA 93912-0084		6/3/2012 Credit Card Purchases				Unknown
Account No: <i>N/A</i> Creditor # : 16 Reid Burge, Prevallet & Coleman Attorneys at Law 417 North Broadway Blytheville AR 72315		5/22/2012 Professional fees/Attorneys				\$ 9,210.00
Account No: <i>N/A</i> Creditor # : 17 Reid, Burge, Prevallet & Coleman 417 North Broadway Blytheville AR 72315		4/24/2012 Professional fees/Attorneys				\$ 3,200.00
Account No: 63-1 Creditor # : 18 Ritter Communications P.O. Box 7510 Jonesboro AR 72403-7510		6-1-2012 Telephone, Cable TV, Internet				\$ 329.32

Sheet No. 3 of 4 continuation sheets attached to Schedule of  
Creditors Holding Unsecured Nonpriority ClaimsSubtotal \$ **\$ 27,277.32**

Total \$

(Use only on last page of the completed Schedule F. Report also on Summary of  
Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related

B6F (Official Form 6F) (12/07) - Cont.

In re B & K Group, Inc.,Case No. \_\_\_\_\_  
(if known)

Debtor(s)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

Creditor's Name, Mailing Address including Zip Code, And Account Number (See instructions above.)	Co-Debtor	Date Claim was Incurred, and Consideration for Claim. If Claim is Subject to Setoff, so State.	Contingent	Unliquidated	Disputed	Amount of Claim
Account No: 4001 Creditor # : 19 SourceGas Arkansas, Inc. P.O. Box 13288 Fayetteville AR 72703-1002		Utility Bills				\$ (962.93)
Account No: 3480 Creditor # : 20 Walmart/GEGRB P.O. Box 530927 Atlanta GA 30353-0927		6/2/2012 Credit Card Purchases				Unknown
Account No: Creditor # : 21 Westfield Bank 4992 Foote Road Medina OH 44256		5/14/2012 Insurance premium Insurance policies for insureds listed as "BNK Group", cancelled 5-14-2012				\$ 3,631.43
Account No:						
Account No:						

Sheet No. 4 of 4 continuation sheets attached to Schedule of  
Creditors Holding Unsecured Nonpriority ClaimsSubtotal \$ \$ 2,668.50Total \$ \$ 114,292.21(Use only on last page of the completed Schedule F. Report also on Summary of  
Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related

In re B & K Group, Inc.

/ Debtor

Case No. \_\_\_\_\_

(if known)

**SCHEDULE G-EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State the nature of debtor's interests in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if the debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract.	Description of Contract or Lease and Nature of Debtor's Interest. State whether Lease is for Nonresidential Real Property. State Contract Number of any Government Contract.
<i>Best Western International, Inc. 6201 North 24h Parkway Phoenix AZ 85016-2023</i>	Contract Type: <i>Franchise Agreement</i> Terms: Beginning date: <i>4/2/2001</i> Debtor's Interest: <i>Purchaser</i> Description: <i>Best Western Hotel Franchise and Membership Agreement in possession of Receiver</i> Buyout Option:
<i>Direct Capitol 135 Commerce Way Atlanta GA 303801</i>	Contract Type: <i>Equipment Lease</i> Terms: Beginning date: <i>5/27/2011</i> Debtor's Interest: <i>Lessee</i> Description: <i>Furniture Lease See Exhibit "4"</i> Buyout Option:
<i>Southwestn International Hotel Brokers 1930 E. Meadowmere Suite 101 Springfield MO 65804</i>	Contract Type: <i>Real estate sales contract</i> Terms: <i>Three (3) months</i> Beginning date: <i>5/9/2012</i> Debtor's Interest: <i>Purchaser</i> Description: <i>Exclusive Right to Sell Contract with Missouri Brokerage Firm/Southwest International Hotel Brokers for sale of Best Western Blytheville Inn</i> Buyout Option:



4/19/2011 13:57

KCC

Andrew Cole

6/7

DIRECTCAPITAL<sup>®</sup>

## EQUIPMENT SCHEDULE 38084

Master Lease Agreement 28-82987

This Equipment Schedule incorporates the terms and conditions of the referenced Master Lease. Each capitalized term has the same meaning given to it in the referenced Master Lease unless otherwise defined here. You have reviewed and acknowledge all terms of this Lease. Please sign or authenticate where noted.

**LESSEE INFORMATION** Please verify this section and complete any missing information

Lessee: B &amp; K Group, Inc. DBA Best Western

Billing Address: 1101 Kari Lane

City: Blytheville

State: AR

Zip: 72315

County:

Federal Tax ID:

State of Incorporation

Phone: 870-762-6200

Fax: 870-763-2580

Email:

**EQUIPMENT DESCRIPTION**

All personal property as set forth on the below invoice numbers dated as listed, including all attachments, accessories and inclusions per invoice and all replacement parts, additions, repairs, accessories, attachments and accessories now or hereafter incorporated in or affixed to it, the "Equipment".

Supplier(s) and Invoice Number(s):

*Readrunner Furnishings Inc - Invoice #29345  
DATED 5-16-2011*

See the attached invoices for Equipment listing purposes only. You acknowledge that You are choosing to lease this Equipment over time per the payment schedule and terms and conditions of this Lease rather than the cash price listed on the invoice.

Equipment Location (if different from billing): 1101 Kari Lane Blytheville, AR 72315

**LEASE TERMS and CONDITIONS**

Your Rent is set forth below and is due in advance on the due date to be established by Us on our Lease acceptance. This Lease shall commence upon Our written acceptance on the Commencement Date. This is a noncancelable, irrevocable agreement; it cannot be cancelled or terminated.

LEASE TERM:	MONTHLY RENT:	UPFRONT PAYMENT AMOUNTS:	END OF LEASE OPTION:
60 Months (term is monthly unless otherwise indicated)	\$967.00 (inclusive of sales tax)	Security Deposit \$ 1,056.45 Advance Pmt w/Tax \$ 1,056.45 Processing Fees \$ 359.00	\$1  Rate Factor: 0.02512

End of Lease Option: Provided no Default under the Lease has occurred or is continuing, You may, at the end of the Lease term, purchase the Equipment for the amount listed under End of Lease Option above, on an "as is where is" basis, with all faults and without representation by or warranty from Us. This end of lease option overrides the purchase option outlined in the Master Lease.

Delivery Guaranty Option: In reliance on your promise to pay Us and subject to Lease terms, We may, at your verbal direction and subject to credit approval, pay Supplier(s) prior to Equipment delivery. In such case, You understand that despite the fact that some or all of the Equipment has not been delivered or installed, You authorize Us to pay Supplier(s) and Your obligations under this Lease will commence immediately. You understand and agree that if You are not satisfied with any part of the Equipment, You will only look to persons other than Us, such as the Supplier, manufacturer, vendor, installer or carrier and shall not assert against Us any claim or defense that You may have with the Equipment, installation or delivery.

Assignment of Invoice: For each Supplier that has directly invoiced You for any Equipment, You agree that each and every invoice pursuant to this Lease is hereby sold, assigned and transferred to Us, including all of your rights, title and interest in and to the Invoice and the covered Equipment.

Lease Rate Factor: Each monthly rent includes, in addition to reimbursement of Equipment cost, a return on Our investment expressed as the rate factor which can be characterized as a finance charge. Equipment cost is the payment divided by the Rate Factor. The total dollar amount of the finance charge is equal to the payment times the Term plus the Processing Fees less Equipment cost.

**EQUIPMENT DELIVERY & ACCEPTANCE**

You certify that all Equipment has been furnished and delivery and installation and other work necessary prior to use has been fully completed to your satisfaction. Equipment is in good condition, working order and repair and in compliance with your requirements. You authorize Us to pay the Equipment Supplier(s) pursuant to the attached Invoice(s) any and all amounts not previously paid pursuant to the Delivery Guaranty Option. Upon signing below your promises herein will be irrevocable and unconditional in all respects and you irrevocably accept the Equipment "as is", "where is" and without recourse, representation or warranty of any kind express or implied.

Lessee: B &amp; K Group, Inc.

x *Kuldeep Khatri*  
Kuldeep Khatri

President

Date of Delivery: 5/27/2011

VERBAL DELIVERY VERIFICATION: You authorize, if you are not available to verify delivery and acceptance of the Equipment, the persons listed below to complete the verbal check performed by Us or your behalf

is authorized to verify the delivery and acceptance of the Equipment.

**LEASE ACCEPTANCE**

Lessee: B &amp; K Group, Inc.

x *Kuldeep Khatri*  
Kuldeep Khatri

President

Lessor: Direct Capital Corporation

x *[Signature]*  
Authorized Representative

Commencement Date: 5/27/2011





**DIRECTCAPITAL<sup>®</sup>****MASTER LEASE AGREEMENT 08-80982**

155 Commerce Way, Portsmouth, NH 03801 | Ph: 800-989-9942 | F: 800-875-6312

**Page 1 of 3****LESSOR:** Please verify this section and complete any missing information:

Lessee: B &amp; K Group, Inc. DBA Best Western

Address: 1101 Kari Lane

City: Blytheville

State: AR

Zip: 72315

County: MISSISSIPPI

Federal Tax ID: [REDACTED]

State of Incorporation:

Home Phone:

Business Phone: 870-762-5300

Fax: 870-763-2590

Email:

**INSTRUCTIONS:** The words "You" and "Your" refer to the Lessee (the party who is leasing the Equipment). "We", "Us" and "Our" refer to Direct Capital Corporation and its assigns, the Lessor. Please complete and/or verify information and sign or authenticate where noted. If You have any questions please call.

**1. MASTER LEASE & SCHEDULES:** You agree to lease the Equipment described in each Equipment Schedule ("Schedule") executed in accordance with this Master Lease. Each Schedule shall constitute a separate agreement distinct from this Master Lease, except that all terms contained herein are deemed part of each Schedule. In the event of a conflict between this Master Lease and a Schedule, the provisions of the Schedule, or its Addendum, shall prevail. The term "Lease" when used herein means a Schedule and, solely by reference, this Master Lease. The term of this Master Lease begins on the first Schedule's Commencement Date and continues as long as any Schedule remains unpaid. You authorize Us to insert or correct information on the Lease including Your proper legal name, address, dates and Equipment description. All notices shall be in writing addressed to You at Your address stated herein or to Us at 155 Commerce Way Portsmouth, NH 03801.

**2. EQUIPMENT:** You have chosen the Equipment. You acknowledge that the Equipment is leased to You solely for commercial or business purposes and not for personal family or household purposes, if the Equipment is unsatisfactory. Your only remedy is against its supplier or manufacturer and You have no remedy for damages against Us. Your confirmation to Us, by phone or execution or authentication of Equipment Acceptance, of the delivery of the Equipment shall constitute Your acknowledgement that You have inspected the Equipment, found it satisfactory in all respects and have accepted it. You will maintain Equipment location records and provide Equipment location to Us upon demand. You are responsible for keeping the Equipment in good repair, condition and working order, except for normal wear and tear. You are responsible for complying with all laws relating to the Equipment or its use and to protect the Equipment from damage, seizure or loss. You will continue to make payments if any damage, seizure or loss occurs to any part of the Equipment, even if the Equipment is completely destroyed or, at Our option, pay Us the amount described in the Defaults and Remedies section of this Lease on the next payment date. We are not responsible for any losses, damages or injuries caused by the installation or use of the Equipment or from any other loss while You have the Equipment and You agree to hold Us harmless and defend Us against any claim for loss, damages or injuries, including attorney's fees and related costs.

**3. NO WARRANTY:** We are leasing the Equipment to You "AS IS" "WHERE IS" AND WITH ANY AND ALL FAULTS. As We did not select, manufacture, supply or inspect the Equipment, WE MAKE NO WARRANTY OR REPRESENTATION, either express or implied as to the condition of the Equipment, its merchantability, its fitness or suitability for any particular purpose, its design, its capacity, its quality, or any other characteristics of the Equipment. We are not responsible for packaging, delivery, installation or testing of the Equipment. You agree that You have selected the supplier and each item of equipment based on Your own judgment and disclaim any reliance upon any statements or representations made by Us. The supplier is not an agent of Ours and nothing the supplier states can affect Our obligation under this agreement. You will continue to make all payments under this Lease regardless of any claim or complaint against any supplier.

**4. REPRESENTATIONS:** You represent and warrant that You and each of the individuals signing or authenticating this Lease, have the lawful power and authority to enter into this Lease by entering into this Lease. You will not violate any law or other agreement, and the location of Your chief executive office, state of incorporation or organization, exact legal name, place of residence and Federal Tax ID number are accurately listed in this Lease. This Lease will constitute Your legal, valid and binding obligation enforceable against You in accordance with the terms hereof. If a corporation, You are duly organized, duly authorized, validly existing and in good standing. **THIS LEASE CANNOT BE TERMINATED OR CANCELED BY YOU FOR ANY REASON.** Your obligation to make payments under this Lease is absolute and unconditional.

**5. ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE. You understand that We, without prior notice, have the right to assign, sell or otherwise transfer this Lease. You understand that Our assignee will

have the same rights and benefits but They do not have to perform any of Our obligations. You agree that the rights of Our assignee will not be subject to any claims, defenses or setoff that You may have against Us.

**6. SECURITY DEPOSIT:** The security deposit, listed on the Schedule, is payable upon execution, is non-interest bearing, will be commingled with Our other funds and secures Your performance under this Lease. We may apply the security deposit to satisfy any amounts owed by You, in which event You will promptly restore the security deposit to its full amount. If all conditions are fully complied with and You have not ever been in default, the security deposit will be refunded to You after the proper return of the Equipment.

**7. INDEMNITY:** You indemnify Us and Our shareholders, directors, officers, employees, agents and assignees against any claims, actions, damages, fines, penalties, causes of action, suits or other legal proceedings or liabilities including all attorney fees, arising out of or connected with the Lease or any Equipment, without limitation. Such indemnification shall survive expiration, cancellation or termination of this Lease.

**8. LAW:** This is a "true" lease. You hereby agree to waive any and all rights and remedies granted to You by Sections 2A-508 through 2A-522 of the UCC. This Lease is governed exclusively by the laws of New Hampshire. You agree and consent to the exclusive jurisdiction and venue of any State or Federal Court in Rockingham County, New Hampshire or, if this agreement is assigned, in any court in the state of the assignee's principal place of business. You waive any right to challenge the jurisdiction or venue for any reason; You waive the defense of Forum Non Conveniens. This Lease is intended to constitute a valid and enforceable legal instrument and no provision of this Lease that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect. This Lease constitutes the entire agreement between the parties. **YOU AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.**

**9. TAXES:** You agree to pay when due or at a frequency set by Us all taxes (including sales, use, personal property tax, fines and penalties) and fees relating to this Lease or the Equipment. If We make payment on any of the above, You agree to reimburse Us. You agree to pay the Property Tax Administration fee of \$79 per year.

**MASTER GUARANTY:** As consideration for Us entering into the Lease, the undersigned Guarantor ("You", "Your"), jointly and severally, unconditionally personally guarantees that the Lessee will make all payments and meet all obligations required under the Lease fully and promptly. You agree that We, Direct Capital Corporation, the Lessor may make other arrangements including compromise or settlement with the Lessee and You will waive all defenses and notices of those changes and will remain responsible for the payment and obligations of this Lease. We do not have to notify You if the Lessee is in default. If the Lessee defaults, You will immediately pay in accordance with the default provision of the Lease all sums due under the terms of the Lease and will perform all the Lease obligations. If it is necessary for Us to proceed legally to enforce the guaranty, You expressly consent to the jurisdiction of the court set out in the "Law" paragraph in the Master Lease and agree to pay all costs including attorney's fees incurred in enforcement of this guaranty. It is not necessary for Us to proceed first against the Lessee or the Equipment before enforcing this guaranty. You grant Us continuing authority to access, review and update, from time to time credit reference information, including credit bureau reports. All financial providers are hereby directed and authorized to release to Us any and all information pertaining to any of Your accounts.

Signature or authentication of the Guarantor (an individual)

x Kuldip Khatri (NO TITLE)  
Kuldip Khatri

Signature or authentication of the Guarantor (an individual)

x Bahadur Dhillon (NO TITLE)  
Bahadur Dhillon



**DIRECTCAPITAL<sup>®</sup> MASTER LEASE AGREEMENT, page 2 of 3: 08-80982**

**10. INSURANCE:** You agree to keep the Equipment fully insured against loss, theft, damage, destruction with Us as loss payee and additional insured in an amount not less than the original cost of the Equipment for the term of this Lease. You also agree to obtain a general public liability insurance policy from a provider and in amounts acceptable to Us and name Us as an insured on the policy. You agree to provide Us certificates or other evidence of insurance acceptable to Us before this Lease commences, prior to each insurance renewal and within 10 days of Our request. You agree that if said insurance is not received by Us, is cancelled or expires and is not replaced, We have the right, but not the obligation, to (a) enroll You in Our property damage coverage program and bill You a monthly property damage surcharge of up to .0035 of the original equipment cost as a result of Our increased administrative cost and credit risk or (b) secure insurance on the Equipment from a carrier of Our choosing in such forms and amounts as We deem reasonable to protect Our interest. Insurance We secure will not name You as an insured and may not fully protect Your interests and You will pay Us an insurance charge that will include a premium, which may be substantially higher than the premium that You would pay if placed independently. In addition to the premium, You will pay Us a fee that will include an interest charge and administrative and processing fees, which will result in profit to Us and Our agents. At any time, You can avoid these costs by delivering the required proof of insurance to Us. Nothing in this paragraph will relieve You of Your responsibility for liability insurance coverage on the Equipment. We may negotiate and settle for Our benefit all property damage claims and all liability claims involving Us or the Equipment and may sign or endorse Your name on any draft, check or instrument representing insurance proceeds covering the Equipment. We shall retain any physical damage insurance proceeds arising out of a theft, loss or damage up to the full amount owed under this Lease. You will remain responsible for any deficiency.

**11. RENT, INTERIM RENT, FEES & OTHER CHARGES:** You agree to pay Us the rental payments for the term (including any extensions) of this Lease in accordance with the Schedule plus any applicable sales tax, use tax or property tax. We have the right to apply all sums received from You to any amounts due Us pursuant to this Lease. You agree to pay Us a nonrefundable documentation fee plus all other reasonable fees associated with this Lease, including, but not limited to, credit inquiry, site inspection, appraisal, UCC search and filing, filing fees and costs, including a termination fee of \$378.00 payable upon termination of this Lease. Your signature or other authentication is an irrevocable offer to enter into this Lease. In the event that You sign or otherwise authenticate this Lease, but the Lease is not commenced, the advance payments, documentation fee and security deposit may be retained by Us to compensate for Our documentation, processing and other expenses. A late payment charge of 15% of amount due will be assessed on any payment not paid within 3 days of due date; interest on any delinquent amount due will be charged from the due date until paid at the highest legal rate. You also agree to pay Our standard NSF fee for each payment returned for insufficient funds. You agree to pay Us, upon receipt of Your first invoice, Interim Rent, a partial rent for the use of the Equipment prior to the first regular payment due date. Interim Rent shall be in an amount equal to 1/30th of the monthly Rent, multiplied by the number of days from the Commencement Date to the first payment due date payable upon receipt of invoice.

**12. COMPUTER SOFTWARE:** Notwithstanding any other terms of this Lease, You agree that as to software only, We have not had, do not have, nor will have any title to such software. You have executed or will execute or otherwise authenticate a separate software license agreement and We are not a party to and have no responsibilities whatsoever in regard to such license agreement. You have selected the software as per the Equipment paragraph of this Lease and We make no warranties of merchantability, data accuracy, system integration or fitness for use and take absolutely no responsibility for the function or defective nature of such software.

**13. EQUIPMENT OWNERSHIP:** We are the owner of the Equipment and have sole title to the Equipment (excluding software) regardless of any payment to any supplier. You agree to keep the Equipment free and clear of all liens, claims and encumbrances. We have the right to inspect the Equipment at any time. You may, after written notice to Us not less than 60 days but not more than 90 days prior to the end of the initial or any renewal term of the Lease and provided You are not in Default, purchase all but not less than all of the Equipment for fair market value. Fair market value, defined as fair market replacement value, the cost of replacing the Equipment with new exact or similar equipment in place and in use, but depreciated by the term of the Schedule shall be initially determined by Us. If You disagree with Our determination, You have the right to pay for and appoint a personal property appraiser from the Credit Managers Association of New England to issue an opinion as to fair market value and You must also pay for any personal property appraiser We select from the Credit Managers Association of New England and those two appraisers may reach a final dollar amount for the fair market value of the Equipment. In the event You fail to exercise this right, then Our initial determination of fair market value shall prevail in a court of law. Any purchase shall be on an "as is, where is" basis, with all faults and without representation by or warranty from Us. If You elect to return the Equipment to Us, it must be returned at Your expense to the location that We designate in good repair (ordinary wear and tear excepted), properly packed and ready for shipment. If You do not deliver written notice of Your intent to purchase or return the Equipment, the Lease Term shall be extended automatically for successive one month terms until We receive written Notice from You as to return or purchase of the Equipment.

**14. UCC FILINGS:** You hereby grant Us a first priority security interest in the Equipment and authorize Us to file UCC Financing Statements or similar instruments in Our name or that of Our secured party representative to perfect such interest (in case this Lease is deemed a secured transaction). You hereby grant Us a security interest in all goods, inventory, equipment, accounts, accounts receivable, investment property, securities, fixtures and other property, now or hereafter belonging to You or in which You have an interest, and in all proceeds, including insurance proceeds, thereof ("Collateral") and authorize Us to file UCC Financing Statements or similar instruments in Our name or that of Our secured party representative to record such interest.

**15. DEFAULT & REMEDIES:** You will be in default if You fail to make any required payment under the Lease when due, You fail to perform any other obligation of this Lease or other agreement with Us, any representation or warranty made by You is false, a material adverse change (as determined by Us) occurs in Your financial condition or We believe the prospect of payment is impaired, You enter or have entered against You insolvency, bankruptcy or similar proceedings, a personal guarantor dies or You attempt to repudiate or revoke any agreement with Us ("Default"). If You are ever in Default, We, with or without notice to You, may retain Your security deposit; terminate or cancel this Lease or any of Our obligations to You, require that You pay the unpaid rental payments (discounted at 4% per annum), the amount of any purchase option and late charges, taxes, fees and interest on the same; sue for and recover from You any and all amounts due Us; enter the Equipment location and repossess and remove, without requirement of any bond or surety, or render unusable, the Equipment and Collateral; require You to make the Equipment and Collateral available to Us at a location determined by Us, and/or re-lease the Equipment to any party without notice under such terms and conditions as We alone shall determine; refer this Lease to an attorney for collection and pursue all other remedies available to Us under any agreement, any applicable law or the UCC. You agree to pay all costs and expenses related to collection or repossession, including, but not limited to, fees for telephone calls, emails, letters and site visits. You agree that any delay or failure to enforce Our rights under this Lease does not prevent Us from enforcing any rights at a later time. You agree that We will not be responsible to pay You any consequential or incidental damages for any default by Us under this Lease.

**16. FAX & ELECTRONIC DOCUMENTS:** No modification to this Lease as supplied by Us to You shall be effective unless agreed to in writing or other authentication by Us. A fax or copy version of Your signature or other authentication on this Lease when received by Us shall be binding on You for all purposes as if originally signed. This Lease shall only become binding against Us when actually signed or otherwise authenticated by Us. Both You and We agree that the written version of this Lease containing Our original signature and Your original, fax or copy signature may constitute the original authoritative version, and that the Electronic Original of this Lease which has been authenticated by You and Us in accordance with applicable law and controlled by the current Owner (as reflected in the eOriginal transfer audit record) shall constitute the original authoritative version of this Lease; provided that if the "Paper Out" process shall have occurred pursuant to the eOriginal Product Reference Guide, and there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this Lease, then the "Paper Out" printed version of this Lease as identified in the eOriginal audit record and corresponding affidavit shall constitute the sole authoritative version. Both You and We hereby agree that this Lease may be authenticated by electronic means, and expressly consent to the use of the electronic version of this Lease to embody the entire agreement and the understanding between You and Us. You wish to continue to receive information at Your fax and/or email addresses. This Lease may be executed in any number of counterparts, and all such counterparts, taken together, shall constitute one and the same instrument. References herein to eOriginal shall mean eOriginal, Inc., Baltimore, MD, or any successor electronic custodian appointed by Us.

**17. CELL PHONE CONSENT:** Customer agrees that by providing Us with a telephone number for a cellular phone or other wireless device, Customer is expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from Lessor or Secured Party, or its assigns, and its affiliates and agents at that number. This express consent applies to each such telephone number that you provide to Us now or in the future.

**ACCEPTED:**

Lessee: B &amp; K Group, Inc. DBA Best Western

X *Buddha Khatri*  
Buddha Khatri President

Lessor: Direct Capital Corporation

X *[Signature]*  
Direct Capital Authorized Representative

**ROADRUNNER FURNISHINGS, INC.**

1712 E. Belt Line Rd.

CARROLLTON, TEXAS 75006

(972) 446-2261 office (972) 446-9885 Fax

ron@roadrunnerfurnishings.com

**INVOICE**

NO. #29345

DATE 5.16.2011

P.O.#

BILL TO: Direct Capital Corp.

SHIP TO Best Western

ADDRESS 155 Commerce Way

ADDRESS 1101 Karl Dr.

CITY, STATE, ZIP Portsmouth, NH. 03801

CITY, STATE, ZIP Blytheville, Ar. 72315-5191

REMARKS Contact :Andrew Cole (Finance Manager)

TERMS 50 % Deposit Required and

V # 603-433-9435 Fax# 603-373-1475 aco le@directcap ital.com

final bal due @ ship time

SALSPERSON		DATE	DATE REQUIRED	F.O.B.	
King		Best Way	AS AP	Factory	
QUANTITY	STOCK NUMBER / DESCRIPTION			PRICE	PER AMOUNT
1	Prime Hospitality				
2	"Platinum Series" Furniture				
3	8	#40132 King Head boards, 6/6, 78" x 36" H		\$119.31	ea \$954.48
4	2	#40131 Queen Headboards, 5/0, 62" x 36" H		\$102.27	ea \$204.54
5	60	#40130 Full XL Headboards, 4/6, 56" x 36" H		\$93.18	ea \$5,590.80
6	50	#40100, Nightstands, 23" x 18" x 24" (Check with Bob on size to fit)		\$114.77	ea \$5,738.50
7	10	#40111A, 48" Writing desk w/ no drawer, 48" W x 28" x 30" H		\$137.50	ea \$1,375.00
8	40	#40125 3 drawer chest, Combo fridge/Microwave Unit, 56" W x 23" D x 43" H		\$426.13	ea \$17,045.20
9	30	#40152 Platinum activity tables - Jewel Mohogany		\$125.00	ea \$875.00
10	2	#40150A Coffee Table, 42" x 22" x 17"		\$120.45	ea \$875.00
11					
12					
13					
30					
31					
32					
33					
34	X	THIS ORDER TO BE INVOICED BY SOURCE DIRECTLY TO "SOLD TO"		SUBTOTAL	\$ 32,658.52
35		ROADRUNNER IS ACTING AS SOURCE'S REPRESENTATIVE.		Freight	\$ 5,835.36
MAKE CHECK PAYABLE TO:		Road runner Furnishings, Inc.		TAX	out of state
BUYER SIGNATURE:				TOTAL	\$ 38,493.88

Best Western - Blytheville Arkansas - Mr. Bob Singh  
 Case goods Submission

In re *B & K Group, Inc.*

/ Debtor

Case No. \_\_\_\_\_

(if known)

**SCHEDULE H-CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtors spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if the debtor has no codebtors.

Name and Address of Codebtor	Name and Address of Creditor
<b>Kuldip K. Khatrao</b> <b>aka Kuldip Dhaliwal</b> <b>3724 S. Trent Road</b> <b>Blytheville AR 72315</b>	<b>Farmers Bank &amp; Trust</b> <b>400 West Main Street</b> <b>P.O. Box 688</b> <b>Blytheville AR 72315</b>  <b>Zions First National Bank</b> <b>c/o William Dean Overstreet</b> <b>425 W. Capitol, Suite 2700</b> <b>Little Rock AR 72201</b>
<b>Bahadur S. Dhillon</b> <b>3724 S. Trent Road</b> <b>Blytheville AR 72315</b>	<b>Farmers Bank &amp; Trust</b> <b>400 West Main Street</b> <b>P.O. Box 688</b> <b>Blytheville AR 72315</b>



**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF ARKANSAS  
JONESBORO DIVISION**

In re: **B & K Group, Inc.,  
an Arkansas Corporation**

Case No.

**STATEMENT OF FINANCIAL AFFAIRS**

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Questions 1-18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19-25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

**DEFINITIONS**

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within the six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor may also be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporation debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. §101.

**1. Income from employment or operation of business**

None ☐ State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

**Year to date: \$161,900**  
**Last Year: \$461,787**  
**Year before: \$504,452**

**Total Gross Sales from Best Western Blytheville Inn, 3700  
South Division Street, Blytheville, AR 72315**

**2. Income other than from employment or operation of business**

None ☒ State the amount of income received by the debtor other than from employment, trade, profession, operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

**3. Payments to creditors**

None Complete a. or b., as appropriate, and c.



a. Individual or joint debtor(s) with primarily consumer debts: List all payments on loans, installment purchases of goods or services, and other debts to any creditor, made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None



b. Debtor whose debts are not primarily consumer debts: List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850\*. If the debtor is an individual, indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

\* Amounts are subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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*Various creditors: Debtor has made payments in the ordinary course of business to various creditors for franchise fees, utilities, mortgage payments, vendor services, insurance, pest control, supplies, employee benefits, breakfast supplies, maintenance, repairs and taxes*

None



c. All debtors: List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
<i>Creditor: Kuldeep Khatrao and Bahadur S. Dhillon</i>	<i>5/1/2011</i>	<i>\$2,000.00</i>	<i>\$4,000.00</i>
	<i>6/1/2011</i>	<i>\$2,000.00</i>	
<i>Address: 3724 S. Trent Road</i>	<i>7/1/2011</i>	<i>\$2,000.00</i>	
<i>Blytheville, AR 72315</i>	<i>8/1/2011</i>	<i>\$2,000.00</i>	
<i>Relationship: Shareholder operators</i>	<i>9/1/2011</i>	<i>\$2,000.00</i>	
<i>Amounts paid were for monthly</i>	<i>10/1/2011</i>	<i>\$2,000.00</i>	
<i>combined salary and payroll taxes.</i>	<i>11/1/2011</i>	<i>\$2,000.00</i>	
	<i>12/1/2011</i>	<i>\$2,000.00</i>	
	<i>1/1/2012</i>	<i>\$2,000.00</i>	
	<i>2/1/2012</i>	<i>\$2,000.00</i>	
	<i>3/1/2012</i>	<i>\$2,000.00</i>	
	<i>4/1/2012</i>	<i>\$2,000.00</i>	
	<i>5/1/2012</i>	<i>\$2,000.00</i>	
	<i>6/1/2012</i>	<i>\$2,000.00</i>	

**Creditor: Cherry Tree Convenience Store**  
**Address: 1044 Chickasawba Street**  
**Blytheville, AR 72315**  
**Relationship: Kuldop Khatrao d/b/a**  
**Cherry Tree Convenience Store was**  
**paid different amounts from time to**  
**time (every two (2) weeks) by Debtor**  
**for gasoline and food items**  
**purchased by B & K employees. The**  
**Cherry Tree store is owned and**  
**operated by shareholder Kuldip**  
**Khatrao, individually.**

#### 4. Suits and administrative proceedings, executions, garnishments and attachments

None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
<b>Zions First National Bank v. B &amp; K Group, Inc., et al., Case No. CV-2012-80 (JF)</b>	<b>Foreclosure action</b>	<b>In the Circuit Court of Mississippi County, Arkansas, Chicasawba District</b>	<b>Receiver appointed May 11, 2012</b>

None ☐ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
<b>Name: Zions First National Bank</b> <b>Address: c/o William Dean</b> <b>Overstreet, Esq.</b> <b>Cover, Dixon Horne, PLLC</b> <b>425 W. Capitol, Suite 3700</b> <b>Little Rock, AR 72201</b>	<b>5-11-2012</b>	<b>Description: Hotel, real estate,</b> <b>and personal property seized and</b> <b>now being operated by Nationwide</b> <b>Asset Management Group, LLC as</b> <b>Receiver in foreclosure action</b> <b>listed in # 4(a) above.</b> <b>Value: \$1,600,000.00</b>

#### 5. Repossessions, foreclosures and returns

None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

#### 6. Assignments and receiverships

None ☐ a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
<b>Name: Nationwide Asset Management Group, Inc.</b> <b>Address: c/o William Dean Overstreet, Esq.</b> <b>Dover Dixon Horne, PLLC</b> <b>425 W. Capitol, Suite 3700</b> <b>Little Rock, AR 72201</b>	<b>Receiver Appointed</b> <b>5-11-2012</b>	<b>See Response to # 4(a) and 4(b) above</b> <b>Mississippi County Circuit Court, Chickasawba Division</b> <b>Case No. CV-2012-80 (JF)</b>

None ☐ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT, CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
<b>Name: Nationwide Asset Management Group, LLC</b> <b>Address: c/o William Dean Overstreet, Esq.</b> <b>Address: Dover, Dixon Horne, PLLC</b> <b>Address: 425 W. Capitol, Suite 2700</b> <b>Little Rock, AR 72201</b>	<b>Court: Circuit Court of Mississippi County, Chickasawba District</b> <b>Address: 200 W. Walnut Street</b> <b>Address: Room 202</b> <b>Title: Zions First National Bank v. B &amp; K Group, Inc., et al</b> <b>Case#: CV-2012-80 (JF)</b>	<b>5-11-2012</b>	<b>Description: See response to 4(a) and 4(b) above.</b> <b>Receiver has been in possession of all hotel real and personal property since the date of its appointment on May 11, 2012.</b> <b>Value: \$1,600,000.00</b>

### 7. Gifts

None ☒ List all gifts or charitable contributions made within one year immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

### 8. Losses

None ☒ List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

### 9. Payments related to debt counseling or bankruptcy

None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
<b>Payee: Ben F. Arnold</b> <b>Address:</b> <b>Attorney at Law</b> <b>111 Center Street, Suite 1200</b> <b>Little Rock, AR 72201</b>	<b>Date of Payment: 5/21/2012</b> <b>Payor: Shareholders on behalf of B &amp; K Group, Inc.</b>	<b>The individual shareholders of Debtor on May 21, 2012, advanced to Ben F. Arnold and Keech Law Firm the sum of \$30,000 of which included the \$1,046 filing</b>

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
		<i>fee.</i>

**10. Other transfers**

None ☒ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None ☒ b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

**11. Closed financial accounts**

None ☒ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

**12. Safe deposit boxes**

None ☒ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

**13. Setoffs**

None ☒ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

**14. Property held for another person**

None ☒ List all property owned by another person that the debtor holds or controls.

**15. Prior address of debtor**

None ☒ If the debtor has moved within three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

**16. Spouses and Former Spouses**

None ☒ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within eight years immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.



**17. Environmental Information**

None



For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to disposal sites.

"Hazardous Material" means anything defined as hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law:

a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

None



b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

None



c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law, with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

**18. Nature, location and name of business**

None



a. If the debtor is an individual, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within six years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
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**B & K Group, Inc.  
an Arkansas  
Corporation**

**TaxPayer ID:  
71-0850280**

**3700 South  
Division OR**

**Blytheville AR,  
72315**

Form 7 (04/10)

None ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME

ADDRESS

**Best Western Blytheville Inn**

**3700 Division Street  
Blytheville, AR 72315**

*[If completed on behalf of a partnership or corporation]*

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information, and belief.

Date 6/ 4/2012

Signature



Kuldip Khatrao

President

Print Name and Title

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

\_\_\_\_ continuation sheets attached

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years or both, 18 U.S.C. §§ 152 and 3571.*

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF ARKANSAS  
JONESBORO DIVISION**

In re *B & K Group, Inc., an Arkansas Corporation*

Case No.  
Chapter 11

\_\_\_\_\_/ Debtor  
Attorney for Debtor: *Ben F. Arnold*

**STATEMENT PURSUANT TO RULE 2016(B)**

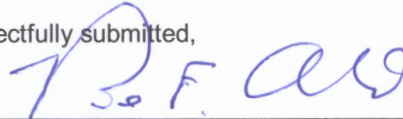
The undersigned, pursuant to Rule 2016(b), Bankruptcy Rules, states that:

1. The undersigned is the attorney for the debtor(s) in this case.
2. The compensation paid or agreed to be paid by the debtor(s), to the undersigned is:
  - a) For legal services rendered or to be rendered in contemplation of and in connection with this case . . . . . \$ 28,954.00
  - b) Prior to the filing of this statement, debtor(s) have paid . . . . . \$ 28,954.00
  - c) The unpaid balance due and payable is . . . . . \$ 0.00
3. \$ 1,046.00 of the filing fee in this case has been paid.
4. The Services rendered or to be rendered include the following:
  - a) Analysis of the financial situation, and rendering advice and assistance to the debtor(s) in determining whether to file a petition under title 11 of the United States Code.
  - b) Preparation and filing of the petition, schedules, statement of financial affairs and other documents required by the court.
  - c) Representation of the debtor(s) at the meeting of creditors.
5. The source of payments made by the debtor(s) to the undersigned was from earnings, wages and compensation for services performed, and  
*The above fees and the filing fee were paid and advanced by the Shareholders, Kuldip Khatrao and Bahadur S. Dhillon since a receiver is operating the business of Debtor.*
6. The source of payments to be made by the debtor(s) to the undersigned for the unpaid balance remaining, if any, will be from earnings, wages and compensation for services performed, and  
*/or from the Shareholders.*
7. The undersigned has received no transfer, assignment or pledge of property from debtor(s) except the following for the value stated:  
*None*
8. The undersigned has not shared or agreed to share with any other entity, other than with members of undersigned's law firm, any compensation paid or to be paid except as follows:  
*Kevin Keech, Esq., Co-Counsel for Debtor  
Keech Law Firm  
4800 West Commercial  
North Little Rock, AR 72116*  
  
*A portion of the pre-petition retainer advanced by the Shareholders in the amount of \$7,500 to Ben F. Arnold has been paid to Kevin Keech on June 1, 2012, for services rendered and to be rendered in this Chapter 11 proceeding.*

Rule 2016(b) (8/91)

Dated: 6/ 1/2012

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "B.F. Arnold", is written over a horizontal line.

X

Attorney for Petitioner: **Ben F. Arnold**  
**Ben F. Arnold**  
**Attorney at Law**  
**111 Center Street, Suite 1200**  
**Little Rock AR 72201**  
**501-374-2225**  
**ben@bfalaw.net**

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF ARKANSAS**

In re: **B & K Group, Inc.**

Case No.

Chapter **11**

**BUSINESS INCOME AND EXPENSES**

FINANCIAL REVIEW OF THE DEBTOR'S BUSINESS (NOTE: ONLY INCLUDE information directly related to the business operation.)

PART A - GROSS BUSINESS INCOME FOR PREVIOUS 12 MONTHS:		
1. Gross Income For 12 Months Prior to Filing:		\$ <b>459,208.73</b>
PART B - ESTIMATED AVERAGE FUTURE <u>GROSS</u> MONTHLY INCOME:		
2. Gross Monthly Income:		\$ <b>38,482.25</b>
PART C - ESTIMATED FUTURE MONTHLY EXPENSES:		
3. Net Employee Payroll (Other Than Debtor)	\$ <b>8,566.25</b>	
4. Payroll Taxes	<b>2,280.92</b>	
5. Unemployment Taxes	<b>0.00</b>	
6. Worker's Compensation	<b>0.00</b>	
7. Other Taxes	<b>4,992.50</b>	
8. Inventory Purchases (Including raw materials)	<b>1,215.00</b>	
9. Purchase of Feed/Fertilizer/Seed/Spray	<b>0.00</b>	
10. Rent (Other than debtor's principal residence)	<b>0.00</b>	
11. Utilities	<b>3,170.58</b>	
12. Office Expenses and Supplies	<b>70.75</b>	
13. Repairs and Maintenance	<b>1,328.67</b>	
14. Vehicle Expenses	<b>0.00</b>	
15. Travel and Entertainment	<b>0.00</b>	
16. Equipment Rental and Leases	<b>97.58</b>	
17. Legal/Accounting/Other Professional Fees	<b>0.00</b>	
18. Insurance	<b>0.00</b>	
19. Employee Benefits (e.g., pension, medical, etc.)	<b>0.00</b>	
20. Payments to Be Made Directly By Debtor to Secured Creditors For Pre-Petition Business Debts (Specify):		
<b>Zions First National Bank</b>	\$ <b>12,000.00</b>	
	<b>0.00</b>	
	<b>0.00</b>	
21. Other (Specify)		
<b>Best Western Franchise Fees</b>	\$ <b>3,878.08</b>	
<b>Interest on Loans</b>	<b>8,754.00</b>	
<b>Hotel Supplies, Advertising, Bank Serv. Chgs., Cre</b>	<b>3,386.91</b>	
22. Total Monthly Expenses		\$ <b>49,741.24</b>
PART D - ESTIMATED AVERAGE <u>NET</u> MONTHLY INCOME:		
23. AVERAGE NET MONTHLY INCOME (Subtract Item 22 from Item 2)		\$ <b>-11,258.99</b>

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF ARKANSAS  
JONESBORO DIVISION**

**IN RE: B & K GROUP, INC.**  
**an Arkansas corporation, DEBTOR**

**CASE NO: \_\_\_\_\_**  
**CHAPTER 11**

**STATEMENT OF CORPORATE OWNERSHIP**

Comes now Debtor, B & K Group, Inc., an Arkansas corporation in good standing (“Debtor”) by and through its undersigned attorneys, and for its Statement of Corporate Ownership, states:

1. Debtor, B & K Group, Inc., is ninety-nine percent (99%) owned by Kuldip Khatrao a/k/a Kuldip Dhaliwal a/k/a Kuldip Kaur, and one percent (1%) owned by her husband, Bahadur S. Dhillon.

Respectfully submitted,

B & K Group, Inc., an Arkansas  
corporation, Debtor-in-Possession

By: /s/ Ben F. Arnold  
Ben F. Arnold, Sup. Ct. # 68001  
Attorney for Debtor  
111 Center Street, Suite 1200  
Little Rock, AR 72201  
(501) 374-2225 telephone  
(501) 374-3390 Facsimile  
[ben@bfalaw.net](mailto:ben@bfalaw.net)

AND

By: /s/ Kevin P. Keech  
Kevin P. Keech  
Keech Law Firm, P.A.  
4800 West Commercial  
North Little Rock , AR 72116  
(501) 221-3200  
Attorney for Debtor

**CERTIFICATE OF SERVICE**

I, Ben F. Arnold, certify that a true and correct copy of the foregoing pleading has been mailed electronically this 4<sup>th</sup> day of June, 2011, to the creditors found in the Debtor's mailing matrix and listed on ECF as of the date of this filing including the twenty (20) largest creditors. The Debtor has included in such mailing the proposed Order granting this Motion.

Charles Tucker  
Assistant U.S. Trustee  
U.S. Trustee's Office  
Bank of America Building  
200 W. Capitol Ave, Suite 1200  
Little Rock, AR 72201

Dept. of Finance & Administration  
Legal Division  
P.O. Box 1272  
Little Rock, AR 72203

William Dean Overstreet, Esq.  
Dover, Dixon, Horne, PLLC  
425 West Capitol Avenue, Suite 3700  
Little Rock, AR 72201

Richard A. Reid, Esq.  
Reid, Burge, Prevallet & Coleman  
417 North Broadway  
Blytheville, AR 72315-2705

Employment Security Division  
Legal Division  
P.O. Box 2981  
Little Rock, AR 72202

Internal Revenue Service  
Special Procedures Staff  
Stop 5700 – 700 West Capitol Avenue  
Little Rock, AR 72201

U.S. Attorney, Eastern District  
P.O. Box 122  
Little Rock, AR 72203

U.S. Attorney, Western District  
P.O. Box 5124  
Ft. Smith, AR 72902

Nationwide Asset Management Group,  
LLC, Receiver  
c/o William Dean Overstreet, Esq.  
Dover Dixon Horne, PLLC  
425 West Capitol Avenue, Suite 3700  
Little Rock, AR 72201

/s/ Ben F. Arnold, Esq.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF ARKANSAS  
JONESBORO DIVISION**

**IN RE: B & K GROUP, INC.**  
**an Arkansas corporation, DEBTOR**

**CASE NO: \_\_\_\_\_**  
**CHAPTER 11**

**STATEMENT REGARDING CORPORATE RESOLUTION**

The undersigned is President of B & K Group, Inc., an Arkansas corporation eligible for Chapter 11 relief under Title 11, Chapter 11, U.S. Code, as amended. The following resolution was duly adopted by the shareholders of the corporation.

“WHEREAS, it is in the best interest of this corporation to file a voluntary petition in the United States Bankruptcy Court, pursuant to Chapter 11 of Title 11 of the United States Code;

“NOW, THEREFORE, BE IT RESOLVED, that the President of this corporation, be and hereby is authorized and directed to execute and deliver to its counsel all documents necessary to perfect the filing of a Chapter 11 voluntary bankruptcy case in the United States Bankruptcy Court on behalf of the corporation; and

“BE IT FURTHER RESOLVED, that the President, Kuldrip Khatrao, of this corporation, be and hereby is authorized and directed to appear in all such bankruptcy proceedings on behalf of the debtor corporation, and to otherwise do and perform any and all acts and deeds and to execute and deliver all necessary documents on behalf of the corporation in connection with said bankruptcy proceedings; and

“BE IT FURTHER RESOLVED, that the President of this corporation, be and hereby is, authorized and directed to employ attorneys Ben F. Arnold and Kevin Keech to represent the corporation in said bankruptcy proceedings”.

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION**

Date 06-01-12

Signature Kuldip Khatrao  
Kuldip Khatrao, President

**Attest:**

Bahadur S. Dhillon  
Bahadur S. Dhillon, Secretary