Fill in this information to identify the case:
Debtor 1 Gas-Mart USA, Inc.
Debtor 2 (Spouse, if filing)
United States Bankruptcy Court **Western District of Missouri**
Case number: **15-41915**

FILED
U.S. Bankruptcy Court
Western District of Missouri
12/29/2015
Paige Wymore-Wynn, Clerk

Official Form 410
Proof of Claim

12/15

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?

Pelia II, LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Pelia II, LLC	
Name	Name
1044 Main Street, Suite 500 Kansas City, MO 64105	
Contact phone 8162218855	Contact phone
Contact email victor@merrickbakerstrauss.com	Contact email

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

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing?

Gas-Mart USA, Inc. POC
00315

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
- ☑ No
- ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. **How much is the claim?** $ 72000.00

Does this amount include interest or other charges?
- ☑ No
- ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as healthcare information.

Breach of Contract

9. **Is all or part of the claim secured?**
- ☑ No
- ☐ Yes. The claim is secured by a lien on property.

Nature of property:
- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410−A) with this *Proof of Claim*.
- ☐ Motor vehicle
- ☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $ _____

Amount of the claim that is secured: $ _____

Amount of the claim that is unsecured: $ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $ _____

Annual Interest Rate (when case was filed) _____ %
- ☐ Fixed
- ☐ Variable

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

11. **Is this claim subject to a right of setoff?**
- ☑ No
- ☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**	☑ No ☐ Yes. *Check all that apply*:	**Amount entitled to priority**
A claim may be partly priority and partly nonpriority. For example, in some categories, the lawl imits the amount entitled to priority.	☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
	☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
	☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
	☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
	☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
	☐ Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	$

* Amounts are subject to adjustment on 4/1/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

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

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

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

Check the appropriate box:

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

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

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

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

Executed on date 12/29/2015
MM / DD / YYYY

/s/ Victor F. Weber
Signature

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

Name: Victor F. Weber
First name Middle name Last name

Title: Attorney

Company: Merrick, Baker & Strauss, P.C.
Identify the corporate servicer as the company if the authorized agent is a servicer

Address: 1044 Main Street, Suite 500
Number Street

Kansas City, MO 64105
City State ZIP Code

Contact phone 8162218855 Email victor@merrickbakerstrauss.com

Store Number: 86

GAS-MART USA, INC.

BRANDED RETAILER SUPPLY AGREEMENT

THIS BRANDED RETAILER SUPPLY AGREEMENT ("Agreement") is made and entered into by and between Seller and Retailer (both hereinafter defined), whereby Seller and Retailer desire to set out the terms and conditions under which Seller shall sell to Retailer and Retailer shall purchase exclusively and receive exclusively from Seller various ConocoPhillips Brands petroleum products for resale by Retailer to its customers upon the terms, conditions and provisions set forth below.

PARTIES:

SELLER: Gas-Mart USA, Inc., a Missouri corporation and affiliated with Aving-Rice, LLC

RETAILER: Pelia 2 LLC, a Illinois limited liability company,

EFFECTIVE DATE: The date of acceptance on the last signature of this Agreement.

RECITALS:

Seller is a branded marketer for the ConocoPhillips Company and is engaged in the business of marketing to independent retailers ConocoPhillips Brand petroleum products; and

Seller has made a significant investment over the years in promoting and assisting independent retailers in the promotion of the ConocoPhillips Brands; and

Retailer recognizes that Seller has obligations to ConocoPhillips and a protectible business interest in ensuring that Retailer's distribution of branded ConocoPhillips products under this Agreement will be accomplished in a manner which respects the high standards, reputation and integrity of the ConocoPhillips Brands which ConocoPhillips has created over the years; and

Seller's ability to recover its costs and investment in its relationship with Retailer is dependent on its exclusive sales of Products to Retailer under this Agreement, and it is specifically understood and agreed by Retailer that the minimum volume requirements set forth in Section 4 are reasonable and of material significance to this Agreement; and

Retailer's failure to carry out its responsibilities hereunder jeopardizes the obligations of Seller to protect the reputation of ConocoPhillips, and Retailer acknowledges that adherence to the terms of this Agreement is a matter of mutual importance and consequence to itself, to Seller, to ConocoPhillips, and to all other branded ConocoPhillips retailers.

CERTAIN DEFINED TERMS.

"Brand, Branded, and Licensed Brand" means the Phillips 66 trademark, the ConocoPhillips Brand or ConocoPhillips Brands and service marks, logotypes, emblems and other commercial symbols identified in the Branded Marketer Agreement. A Product is considered "branded" if the brand is on the Products or its containers or is displayed in association with the Products.

"Branded Marketer Agreement" means the agreement between ConocoPhillips Company and Seller dated March 1, 2004, as amended. The Agreement covers the use of trademarks, trade names and service marks for ConocoPhillips Brands and the sale, payment, and marketing of said Brands.

"Calendar Year" means a twelve month period from January 1st to December 31st.

"CP" means ConocoPhillips Company, a Delaware corporation.

"Products" means those petroleum products, including gasoline and diesel fuel bearing the Licensed ConocoPhillips Brand sold by Seller to Retailer under this Agreement.

"Rack Price" means the CP Chicago per gallon rack price from various approved terminals published by CP on a daily basis from Monday through Friday.

"Seller's Supply Agreement with CP" means the Branded Marketer Agreement and exhibits between CP and Seller. The Branded Marketer Agreement is periodically revised and amended by CP and Seller.

"Store Location" or "Store" means, individually and collectively, the gas station/convenience store located at the common street address of 902 N Mulberry Street, Mount Carmel, IL 62863 and designated by Seller as Store Number: 86.

AGREEMENT TERMS: In consideration of the mutual covenants hereinafter contained, Seller and Retailer agree as follows:

Section 1 Term. The term of this Agreement shall begin on the Effective Date and end on September 30, 2027 (the "Term"). Seller may terminate this Agreement upon any default by Retailer or may cancel or suspend deliveries during default, and may terminate this Agreement for Retailer's default of the provisions Section 3 and Section 10, or for any reason permitted by the Petroleum Marketing Practices Act (the "PMPA") 15 U.S.C. 2801 et seq. Seller will provide Retailer with written notice of such termination, which notice shall contain the effective date of the termination.

Section 2 Letter of Credit. Buyer shall post an irrevocable bank letter of credit in an amount equal to Twenty-Five Thousand Dollars ($25,000.00) in favor of Seller, in a form acceptable to Seller in Seller's sole discretion. If Buyer is late in any payment to Seller, Seller has the right to immediately draw funds on the letter of credit to satisfy such payment.

Section 3 Brand Image and Signage.

3.1 Retailer shall only be allowed to display CP's trademarks, signs, brand name, etc., and agrees that no other brands of petroleum products will be sold under the Brand or any other CP name, trademark, symbol, etc. Retailer acknowledges that CP has retained the right in the Branded Marketer Agreement, subject to requirements of law, to withdraw CP names, trademarks, signs, symbols, etc. at any time notwithstanding any request or demand by Seller or Retailer to the contrary. Upon termination of this Agreement or immediately upon Retailer ceasing to sell CP

branded Products, Retailer shall discontinue the posting, mounting, display or any other use of CP's names, trademarks, symbols, etc.

3.2 Retailer shall not intentionally mix or in any way intentionally change the composition of any of the products purchased and resold under CP's trademark. Seller and CP shall have the right to enter any Store at any time and examine Retailer's books and records relating to purchases from Seller and the contents of tanks or containers in which product is being stored or sold from and take samples for examination. If in Seller or CP's opinion, any sample is deemed to not be in the condition in which Seller delivered to Retailer, Seller may, in its reasonable discretion, terminate this Agreement. Retailer agrees that it will handle all Products with the strictest of care and follow all federal, state and local laws. Retailer understands that it is an owner and operator for purposes of 40 C.F.R. parts 280-281. Retailer's failure to follow such laws shall entitle Seller to terminate this Agreement.

3.3 Retailer agrees to utilize all CP branded programs, to accept all credit cards CP accepts, to participate in CP promotions and to maintain the image of the Store Location to CP's standards, each which may be amended from time to time by CP. Retailer further agrees not to take any action would could diminish or dilute the value of CP's trademark or other trademarks owned or used by CP.

3.4 Retailer shall maintain, at its expense, all signs and poles displaying the Licensed ConocoPhillips Brands at the Store Location in good condition and repair. Retailer further agrees to keep clean all such signs and promptly replace, at its expense, all burned out or defective lamps illuminating said signs. Seller reserves the right at any and all times to enter upon the Store Location premises to inspect any or all of the Licensed ConocoPhillips Brands to:

3.4.1 Determine if the obligations of Retailer are being fulfilled hereunder with regard to the display of the Licensed ConocoPhillips Brands, and

3.4.2 Maintain and/or repair any or all of the displayed Licensed ConocoPhillips Brands, at Retailer's expense, in the event Retailer fails to maintain as required.

3.5 Retailer further agrees not to initiate any de-branding of any Store during the Term.

3.6 Retailer shall, at its sole cost and expense, perform all brand image upgrades on the Store Location as may be required by CP.

3.7 Retailer shall use CP "Endorsed" or "Limited-Endorsed" Electronic Point of Sale ("EPOS") equipment and shall have and use the most current version software for such EPOS equipment. Such "Endorsed" or "Limited-Endorsed" EPOS equipment and software are listed on the CP marketing website.

3.8 Upon the termination or nonrenewal of this Agreement, Retailer shall immediately cease holding itself out to the public as a Branded ConocoPhillips retailer; and upon such termination or nonrenewal, or the debranding for any reason of the Store Location, Retailer shall immediately discontinue the use of the Licensed ConocoPhillips Brand or Licensed ConocoPhillips Brands and the related trade dress, and remove from the premises and surrender to Seller, at Retailer's risk and expense, any and all ConocoPhillips Brand identification, including credit card imprinters, which makes it appear that Retailer is an authorized branded ConocoPhillips retail dealer. If Retailer fails to remove such ConocoPhillips Brand identification from the Store Location, Seller may enter and remove it at the expense of Retailer, including any reasonable attorneys' fees and costs.

Section 4 Product Quantities. Retailer shall purchase exclusively from Seller, at a minimum, 594,200 gallons of Products per Calendar Year (the "Minimum Gallons"). If for any reason Retailer fails to purchase the Minimum Gallons for any Calendar Year, Retailer agrees to pay to Seller .02¢ per gallon for every gallon by which the Minimum Gallons exceed the actual number of gallons purchased by Retailer during such Calendar Year. Payment, if any, shall be made on January 31st of each year, for the preceding Calendar Year, or as soon thereafter as Seller can calculate and determine the number of gallons actually purchased by Retailer for the preceding Calendar Year.

In the Branded Marketer Agreement, Seller has elected to determine the quantities of Products delivered by volumetric measurements of Products as actually loaded and measured at the supply source ("Gross"). Retailer's invoices will reflect quantities of Products under the Gross method of measurement.

Section 5 Retailer Rebate Allowance. During the Term of this Agreement, Seller shall pay to Retailer a Rebate Allowance of .01¢ per gallon for all gasoline Product purchased. The Rebate Allowance shall be determined on a monthly basis and paid on a quarterly basis within thirty days (30) after the end of the quarter. Seller reserves the right to change, alter or amend this rebate schedule if CP changes, alters or amends Seller's existing rebate schedule with CP under the Branded Marketer Agreement. In addition, Retailer will not earn and/or receive a Rebate Allowance if Retailer is in default under this Agreement.

Section 6 Delivery of Products. Seller will provide or arrange for delivery of Products to Retailer at the Store Location. Delivery shall be completed upon unloading of the transport truck at the appropriate Store Location. Delivery charges will be billed directly to Retailer by Seller. Retailer shall be responsible for back-haul charges if Retailer without justification fails to accept all or part of any delivery.

Section 7 Purchase Price and Payment. The purchase price for all Products purchased during the Term shall be .01¢ per gallon above the Rack Price. Product charges (in addition to any tax or duty not included in the price or otherwise paid by Retailer) now or hereafter imposed directly by the United States and/or state and/or county and/or municipality, and/or any other governmental authority) will be billed to Retailer from Seller and will be due and payable within seven (7) days after delivery of Products. If Retailer is late in payment for Product or delivery charges, Seller may immediately draw on the Letter of Credit and/or withhold Retailer's credit card funds. Seller may also assess a delinquency charge on all overdue sums owing to Seller from Retailer. Such delinquency charge shall be determined in accordance with applicable law and Seller's established delinquency charge policy in effect on the date of delivery. If Retailer fails to comply with the payment requirements, Seller may suspend deliveries until Retailer pays all sums due hereunder. If Seller places an overdue sum for collection, Retailer shall pay all reasonable fees and costs ("the Collection Costs") Seller incurs in such collection efforts, including reasonable attorneys' fees and costs, in addition to the amount due and any delinquency charge.

Section 8 Liquidated Damages. This Agreement is exclusive between the Parties and Retailer agrees to purchase petroleum products and CP Branded Products only from Seller. Retailer shall be in default of this Agreement if Branded Products under the CP trademarks cease to be sold at the Store Location, or Retailer ceases to purchase petroleum products or Branded Products from Seller. The Retailer and Seller agree that it may be difficult, if not impossible, to accurately determine the amount of damages that Seller may incur by Retailer's default. Accordingly, Retailer agrees to immediately pay Seller liquidated damages equal to .02 ¢ per gallon on the Minimum Gallons times the number of years remaining on the Term of this Agreement. The parties further agree that the damages set forth above are reasonable, and not a penalty, based upon the facts and circumstances of the parties at the time of entering this Agreement, and with due regard to future expectations.

Section 9 Taxes: Retailer shall pay any tax, duty, fee, assessment or other governmental charge now or hereafter levied on or in connection with any product delivered hereunder, or on any of its constituent materials; or on amounts required to be paid or collected by Seller by reason of the purchase, receipt, importation or manufacture of such product or constituent materials by Seller; or the sale, transportation, storage, delivery, resale, or use of the product, insofar as the same is not expressly included in the price hereunder. If Retailer undertakes to pay directly any tax or other governmental charge normally remitted by Seller as the product seller, Seller may at its option require Retailer to provide bond or other security deemed necessary to protect Seller against loss arising from nonpayment of such tax or charge.

Section 10 Handling of Products: Retailer acknowledges that the petroleum products being sold under this agreement by their nature, requires special precautions and handling and that Retailer, its employees and agents are fully informed as to governmental regulations and approved procedures relating thereto. Retailer is solely responsible for compliance with all laws, rules, regulations, and orders relative to receiving, storing, pricing, selling products covered hereunder. Retailer is also solely responsible for the proper disposal of waste materials generated at Retailer's facility.

Retailer further agrees to comply with all laws, rules, regulations, whether Federal, State or Local, pertaining to underground storage tanks and lines which hold petroleum products sold to Retailer pursuant to this agreement including, but not limited to, those of financial responsibility and/or pollution insurance requirements.

Section 11 Insurance:

11.1 Retailer shall purchase and maintain, from an insurance company rated no less than B+ VIII by Best's Insurance Reports, General Commercial Liability and Completed Operations Insurance coverage with a specific limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate annually, including blanket contractual liability insurance. The(se) insurance policy(ies) shall provide coverage for bodily injury and property damage, and be subject to no more than nominal deductibles (to be paid by Retailer). Retailer shall have such policy(ies) endorsed to name Seller and all of its subsidiaries and affiliates" as Named Additional Insured with respect to such insurance (with coverage to Seller at least as broad as that which is provided to Retailer and not lessened or avoided by endorsement).

11.2 Retailer shall comply with the federal and state UST financial responsibility regulations by obtaining UST/AST tank and system insurance of no less than $1,000,000 per release. Retailer shall have such policy(ies) endorsed to name Seller and all of its subsidiaries and affiliates" as Named Additional Insured with respect to such insurance (with coverage to Seller at least as broad as that which is provided to Retailer and not lessened or avoided by endorsement). Retailer shall comply with the federal and state UST financial responsibility regulations by obtaining UST/AST tank and system insurance of no less than $1,000,000 per release.

11.3 Retailer shall submit to Seller within 30 days following execution of this Agreement, and thereafter to keep on file with Seller, a current Certificate of Insurance clearly evidencing compliance with each and every insurance requirement set forth above, as well as any requirement included in amendments to this Agreement. Such Certificate of Insurance shall obligate the insurer to provide Seller, not less than thirty (30) days prior written notice of cancellation, material change in, or intent not to renew the insurance. The insurance obligations contained herein shall remain in full force and effect during the term of this Agreement and for three years thereafter. The insurance obligations in this section are separate from, and not in lieu of, any indemnification obligations in this Agreement. Failure to obtain and maintain these insurance policies shall be deemed terminable non-compliance of this Agreement.

Section 12 Indemnity:

12.1 Retailer hereby releases and agrees to indemnify and hold Seller, its agents, employees, successors and assigns, harmless from and against any and all claims, suits, losses, obligations, liabilities, injuries, and damages, including attorneys' fees and costs of litigation, for death, personal injury, property damage or other claim arising out of any failure by Retailer to perform, fulfill or observe any obligation or liability of Retailer set forth herein or any negligent act or omission by Retailer or any cause or condition of any kind directly or indirectly arising in connection with the use, occupancy, maintenance, upkeep, repair, replacement or operation of any place of business, service station or marketing premises (including but not limited to adjacent sidewalks, drives, curbs, signs, poles and all other fixtures and equipment located thereon) which place of business, service station or marketing premise is or was either directly or indirectly owned, leased, operated, supplied, franchised, or licensed by or through Retailer.

12.2 Retailer hereby releases and agrees to indemnify and hold Seller, its agents, employees, successors and assigns, harmless from and against any and all claims, suits, losses, injuries, liabilities and damages, including attorneys' fees and costs of litigation, resulting from the shipment, delivery, use, storage, handling, and sale of petroleum products, including, but not limited to, the seepage or leakage of any petroleum products and fire or explosion at any place of business, service station or marketing premises, including, but not limited to, the storage tanks, piping and pumps located thereon which place of business, service station or marketing premises is or was either directly or indirectly owned, leased, operated, supplied, franchised or licensed by or through Retailer. Retailer's indemnification under this paragraph is limited to Retailer's acts and events that occurred at the Store Location during the time Retailer owned, leased or operated Store.

12.3 Retailer shall defend, indemnify and hold Seller, its agents, employees, successors, and assigns, harmless from and against any fines, penalties, taxes, judgments, charges, or expenses, (including attorneys' fees and costs of litigation), for violations of any law, ordinance or regulation caused by any act or omission, whether negligent or otherwise, of Retailer or its agents, employees, contractors, Retailers, franchisees or licensees.

12.4 Notwithstanding the foregoing provisions, Retailer will not be responsible for violations of any law, ordinance or regulation by Seller, nor for any acts or omissions arising from the sole negligence of Seller, its agents, or employees.

Section 13 Warranties. Seller does not make any warranties, either express or implied, regarding the Products sold to Retailer under this Agreement; however, Seller agrees to pass-through, to the extent possible, any warranty claim Seller may have against CP related to the Products.

Section 14 Force Majeure.

14.1 If either party is prevented from performing any of its obligations under this Agreement by Force Majeure, such obligations shall be suspended during the period of Force Majeure, and such party shall incur no liability for not performing such obligations. Force Majeure does not extend the term of this Agreement.

14.2 Force Majeure shall include all causes beyond the control of the presented party, including storm, flood, or other acts of God, fire, war, terrorism, rebellion, insurrection, riot, strikes or labor disputes or plant failure which cause interruption in the supply of Products or the receipt, use or consumption of Products by Retailer.

Section 15 Assignment, Binding Effect. Retailer may not assign any of its rights or obligations under this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed; provided, however, that no consent shall be required for

an assignment by Retailer. In all respects, this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

Section 16 Confidentiality. Seller and Retailer recognize the confidential nature of the terms of this Agreement. The parties agree not to disclose the terms to any unrelated third party without the other's consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the preceding sentence, Seller shall have the right to disclose the terms of this Agreement to CP.

Section 17 Notices. All notices and other communications hereunder (hereinafter collectively referred to as "notices") required to be given or which may be given hereunder shall be in writing and shall be by (1) certified or registered mail, return receipt requested, postage prepaid, (2) national prepaid overnight delivery service, (3) facsimile, or (4) personal delivery with receipt acknowledged in writing, directed to the addresses set forth below. Either party may designate, by notice given to the other in accordance with the terms of this Section, additional or substitute parties or addresses to which notices should be sent hereunder:

Retailer:	Seller:
Pelia 2 LLC	Gas-Mart USA, Inc.
902 N Mulberry St	10777 Barkley Street, Suite 220
Mount Carmel, IL 62863	Overland Park, Kansas 66211
Phone: 572-73-0431	Phone: 913-599-5800
Facsimile: _____	Facsimile 913-599-5798
Attention: Dilbag Singh	Attention: David George

Section 18 Repurchase Option. Retailer acknowledges and agrees that Retailer has granted to Aving-Rice LLC, an affiliate of Seller an Option to Repurchase the Fee Property upon the terms and conditions contained in Addendum 1 of that certain Purchase And Sale Agreement dated June 7, 2012 (the "Agreement").

Section 19 Entire Agreement. This Agreement sets forth the complete and entire agreement and understanding between Seller and Retailer concerning the sale and purchase of Products from Seller to Retailer and this Agreement voids, cancels and supersedes all previous written or oral supply agreements.

Section 20 Modifications. No subsequent modification, amendment, or addition to this Agreement shall be binding upon Seller or Retailer unless made in a written document signed by the party against which enforcement is sought.

Section 21 Waiver. No delay or failure to exercise any right or remedy accruing to Seller upon any breach by Retailer under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter. The waiver of any condition or the breach of any term or condition herein shall not be deemed to be a waiver of any other condition or of any subsequent breach of any term, covenant or condition herein.

Section 22 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument.

Section 23 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their respective signatures.

Retailer	**Seller**
Pelia 2 LLC	Gas-Mart USA, Inc.
By: _____	By: _____
Name: Dilbag Singh	Name: David George
Title:	Title: President
Dated: September ____, 2012	Dated: September ____, 2012

Western District of Missouri
Claims Register

15-41915-abf11 Gas-Mart USA, Inc.

Judge: Arthur B. Federman **Chapter:** 11
Office: Kansas City **Last Date to file claims:** 12/29/2015
Trustee: **Last Date to file (Govt):**

Creditor: (15587699) Pelia II, LLC 1044 Main Street, Suite 500 Kansas City, MO 64105	**Claim No: 113** *Original Filed Date*: 12/29/2015 *Original Entered Date*: 12/29/2015	*Status:* *Filed by:* CR *Entered by:* ePOC *Modified:*
Amount claimed: $72000.00		

History:

Details	113-1	12/29/2015	Claim #113 filed by Pelia II, LLC, Amount claimed: $72000.00 (ePOC)

Description:

Remarks:

Claims Register Summary

Case Name: Gas-Mart USA, Inc.
Case Number: 15-41915-abf11
Chapter: 11
Date Filed: 07/02/2015
Total Number Of Claims: 1

Total Amount Claimed*	$72000.00
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		