

UNITED STATES BANKRUPTCY COURT Western District of Missouri		PROOF OF CLAIM
Name of Debtor: GAS-MART, INC., et al.	Case Number: 15-41915-abf11	<div style="font-size: 1.2em; font-weight: bold;">RECEIVED</div> <div style="font-size: 1.2em; font-weight: bold;">FEB 29 2016</div> <div style="font-size: 1.2em; font-weight: bold;">BMC GROUP</div> <div style="font-weight: bold; margin-top: 20px;">COURT USE ONLY</div>
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): NOR-AM Service Corporation		
Name and address where notices should be sent: NOR-AM Service Corporation 12520 S. 71 HIGHWAY GRANDVIEW, MISSOURI 64030 Telephone number: (816) 941-2121 email: tom.franklin@tmflaw.com		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): NOR-AM Service Corporation 12520 S. 71 HIGHWAY GRANDVIEW, MISSOURI 64030 Telephone number: (816) 941-2121 email: tom.franklin@tmflaw.com		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>111,664.54</u> <small>(Including \$12,000.00 in in rent; \$24,000 Feb. 2016-May 2016 rent; \$72,028.54 in taxes and; \$3,636.00 in Attorneys' Fees)</small> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Lease</u> <small>(See instruction #2)</small>		
3. Last four digits of any number by which creditor identifies debtor: <div style="text-align: center; font-size: 1.2em;">0 0 0 0</div>	3a. Debtor may have scheduled account as: <u>NASB</u> <small>(See instruction #3a)</small>	3b. Uniform Claim Identifier (optional): _____ <small>(See instruction #3b)</small>
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> 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).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input checked="" type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(2).
Amount entitled to priority:		<u>\$ 87,664.54</u>
<small>*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

Gas-Mart USA, Inc. POC



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

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

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

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

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

Print Name: Thomas M. Franklin
 Title: Attorney
 Company: The Franklin Law Firm
 Address and telephone number (if different from notice address above):
11100 Ash Street, Suite 103
Leawood, Kansas 66211


 (Signature)

02/26/2016
 (Date)

Telephone number: (816) 941-2121 email: tom.franklin@tmflaw.com

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

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.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is entered into as of May 26, 2015, by and between, NOR-AM SERVICE CORPORATION, a Missouri corporation, having an address of 12520 S. 71 Highway, Grandview, Missouri 64030 (collectively "Lessor") and GAS-MART USA, INC., a Missouri corporation, authorized to transact business in the State of Illinois and having a business address of 10777 Barkley Street, Overland Park, Kansas 66211 ("Lessee").

WHEREAS, Lessor is the owner of certain developed real property consisting of approximately one (1±) acre located in and/or at 15809 South Route 59, Plainfield, Will County, Illinois, together with all buildings, improvements, appurtenances and fixtures located on the real property, and more commonly known as Plainfield Citgo; a legal description of which is attached hereto as Exhibit A (the "Premises"); and

WHEREAS, Lessee desires to enter into a lease of the Premises and Lessor hereby leases, demises and rents to Lessee the Leased Premises, together with all existing improvements thereon, all rights and appurtenances thereto, and all rights of ingress and egress pertaining thereto, upon the terms, provisions and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **PREMISES:** Lessee represents and warrants to Lessor that Lessee is currently occupying the Premises and desires to continue occupying and conducting business at the Premises under the terms and conditions set forth in this Agreement. Lessor hereby grants and leases to Lessee and Lessee takes and leases from Lessor the Premises consisting of approximately 43,560 square feet of land located at the northeast corner of South Route 59 (South Division Street) and West Renwick Road, Plainfield, Will County, Illinois, as legally described in the attached Exhibit A and shown on the Site Plan attached as Exhibit B (the "Site Plan"), together with the improvements located thereon, including without limitation, a convenience store with approximately 1,395 square feet of floor area, a fuel island canopy of approximately 9,360 square feet covering eight pump islands, and a car wash building with approximately 1,152 square feet of area, all as shown on the Site Plan.
2. **LEASE TERM AND RENT:** The term of this Agreement shall be for an initial period of approximately one (1) year from May 26, 2015 (the "Commencement Date") through May 31, 2016, subject to all the terms, rents and conditions as set forth below:

- a. The rent during the Initial Term of the Agreement shall be paid as follows:

Term	Rent
Months 1-12	\$6,000/month

- b. Payments shall be due by the 1st day of each month; and
 - c. Payments received after the tenth (10th) business day of each month (with the exception of the May-June 2015 rent (\$7,161), which is due at

the execution of the Agreement or within 3 business days) shall be subject to a late fee in the amount of two percent (2%) of the rent then due.

- d. The Term of the Lease shall terminate earlier than May 31, 2016, or any agreed extension, in the event Lessor enters into a written agreement for sale of the Premises wherein the Premises are being sold to a third party buyer that has executed and delivered a mutually acceptable purchase and sale agreement to Lessor, or if before such a third party sale contract is executed and delivered, Lessee has executed and delivered a mutually acceptable purchase and sale agreement with Lessor. Such a termination of the Term of the Lease because of such a sale of the Premises shall occur no less than the 60th day after Lessor gives written notice of such a sale termination specifying that date of termination, unless the Lessee and Lessor agree in writing otherwise.

This Agreement does not provide an option to renew the lease term.

3. **USE OF LEASED PREMISES:** Lessee (i) may use the Premises for all lawful purposes in connection with its business of operating a retail fuel center for the sale of gasoline, diesel fuel and other related petroleum products, as well as the operation of a convenience food store and car wash. Lessee shall remain in continuous operation during the term of this Agreement. Lessee, subsequent and conditioned upon submission of a written request to Lessor, and subject to Lessor's written approval, may make improvements and/or alterations to the Leased Premises. All improvements made by Lessee shall conform to all permits, civic approvals, and applicable laws, and will be completed in a workmanlike manner.
4. **UTILITIES:** Lessee shall be responsible for the establishment and continued service of electricity, natural gas, water, sewer services, Internet/satellite service, trash removal, environmental servicing and other necessary services for the conduct of business at the site ("Utilities"). Lessee agrees to pay all charges, deposits, fees, and charges for Utilities used by Lessee on the Premises, and such Utilities will be in, and remain in the name of Lessee. All billing statements for Utilities will be directed to Lessee for payment. If Lessor receives Utility billing statements, Lessor shall immediately forward same to Lessee for payment and shall cooperate with Lessee to facilitate having such statements thereafter sent directly to Lessee.
5. **REAL ESTATE, SALES, INCOME, AND PERSONAL PROPERTY TAXES:** Lessee shall be responsible for the payment of all real and personal property taxes, sales and use taxes, and all other taxes and tax-like fees and charges (including interest and penalties) in connection with the Leased Premises and Lessee's use thereof, before or during the term of this Agreement, and any extensions thereof. As a condition and term of this lease of the Premises, Lessee shall bring any pre-Agreement, past-due taxes on or relating to operations of the Premises, of any and all types, current, and shall pay any such taxes, impositions, and assessments when due, or shall provide evidence of an acceptable taxing authority approved payment plan to Lessor no later than 210-days after execution of this Agreement. Taxes, impositions, and assessments of any and all types incurred or accruing for periods after the effective date of the Agreement shall be paid when any such taxes due.
6. **INSURANCE:** Lessee agrees that at all times during the Term of this Lease, or any extensions thereof, it shall, at Lessee's expense, keep in effect, and provide evidence thereof to Lessor,

insurance policies meeting the following requirements: (a) property insurance for all buildings, improvements, furniture, fixtures and equipment at the Leased Premises with all risk replacement cost coverage; and (b) general liability insurance for property damage and personal injury shall be in an amount not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in aggregate. Should there be a cancellation or material change in any policy, Lessee shall immediately provide to Lessor written notice of the same. Upon request by Lessor, Lessee shall furnish Lessor with a certificate of insurance as evidence of the required insurance, and any extensions or renewals of same. Lessee further agrees to defend, indemnify and hold harmless Lessor from any and all claims, actions, damages, liabilities, and expenses, including attorney's fees, in connection with any accident, personal injury, or damage to any personal property arising from, or out of, any occurrence in, upon, or at the Premises.

7. **TRADE AND OTHER FIXTURES:** Subject to the approval of local governing authorities and the acquisition of any required permits, Lessee may install or cause to be installed, at its expense, such equipment, trade and other fixtures as are reasonably necessary for the operation of its business (the "Fixtures"). Lessee, at Lessee's expense, may, subject to the rights of any line claimants, at any time during the term of this lease and/or upon the expiration of the lease term, remove all or any portion of the Fixtures; provided, however, that Lessee shall not remove the HV/AC, any lights or sign structures or frames, which shall become the property of Lessor. Lessee shall repair any damage to the Premises caused by removal of any Fixtures. Any Fixtures not removed by Lessee within 10 days following the expiration or earlier termination of the Agreement shall become the property of Lessor, and Lessee agrees to provide documentation, as Lessor may request in connection with such transfer of the property to Lessor.
8. **PERMITS/LICENSES:** Lessor hereby grants to Lessee the right to apply for and obtain, in Lessor's name or otherwise as Lessor may direct, any permits or licenses required by applicable governmental authorities necessary or desirable for Lessee (a) to perform maintenance, remodeling, alterations and repairs at the Premises including, and; (b) to otherwise use the Premises in accordance with the terms and conditions of this Agreement. Landlord agrees to execute any documents reasonably requested by Lessee in connection therewith. This paragraph applies to the physical structures and drives and walkways, and not to operating permits and licenses.
9. **ENVIRONMENTAL:** Lessor and Lessee agree that it shall be the responsibility of Lessee to comply materially with all applicable federal, state and local environmental laws and valid judicial and written administrative orders related to the Premises or Lessee's business at the Premises, including, but not limited to, any applicable reporting or response requirement triggered by a spill or release of a Hazardous Substance occurring during Lessee's occupancy of the Premises, whether such event may have occurred prior to or after the Commencement Date. In the event of a failure to comply with any such laws, Lessee shall immediately undertake to correct the failure to comply; or take diligent steps to prevent the reoccurrence of the failure to comply; and shall remediate any contamination, damage or other effect caused by such failure to comply; and shall indemnify and hold Lessor, its officers, directors, employees, mortgagees, and contractors harmless from and against any and all costs and expenses, penalties, judgments, liabilities, legal or equitable claims, directions and orders of local, state, and federal governmental authorities, settlements and causes of action, including, without limitation, reasonable attorney's and professional consulting fees incurred in connection with the investigation, evaluation, defense, or settlement thereof arising out of (i) Lessee's failure to comply or (ii) any release of Hazardous Substances caused

by Lessee or which otherwise occurs at the Premises or the migration of such release off the Premises during the period of time wherein Lessee was in occupancy whether under this Agreement or previous to this Agreement. Lessee shall provide written notice to Lessor within ten (10) business days following Lessee's receipt of a written notice of any material environmental claim or any material alleged violation of applicable environmental law or any material incident including, but not limited to, a spill or release of any Hazardous Substances which could give rise to a liability under any environmental law.

10. **INDEMNITY:** Commencing on the date of the full execution and delivery of this Agreement and continuing thereafter throughout the term of this Agreement, and through any extension or modification thereof, Lessee shall indemnify and hold Lessor harmless from any claim, liability, loss, cost or obligation asserted against Lessor by any third party, arising from any damage or injury caused by the use or occupancy of or activity on the Premises by Lessee, its agents, employees or contractors.

11. **REPRESENTATIONS AND WARRANTIES OF LESSOR:** Lessor hereby represents and warrants to Lessee as follows:

- a. **Organization, Power and Authority:** Lessor is a corporation duly organized and validly existing under the laws of the State of Missouri and has all requisite power to own or lease its properties and assets, to carry on its business, to execute and deliver this Agreement and to consummate the transactions contemplated herein. The consummation of the transactions contemplated herein by Lessor have been (or will be) authorized by all necessary corporate action on Lessor's part.
- b. **Use of the Premises:** Lessor has full right to lease the Premises to Lessee upon execution of this Agreement, without interference by or infringing upon the rights of any third party, except for any easements or restrictions of record which are approved by Lessee under this Agreement. Lessee can use the Premises for the purpose for which it is intended and there are no restrictions, easements, and/or encumbrances which would hinder, impair, or prohibit such use.
- c. **Enforceability:** This Agreement is, and each of the agreements, documents and instruments contemplated herein to be executed and delivered by the Lessor will be a valid and binding obligation of the Lessor, enforceable in accordance with its terms.

12. **REPRESENTATIONS AND WARRANTIES OF LESSEE:** Lessee represents and warrants to the Lessor that:

- a. **Organization, Power and Authority:** Lessee is a company duly organized under the laws of the State of Missouri, is qualified to do business in the state where the Premises are located and has all requisite power to own its properties and assets, to carry on its business, lease the Premises from Lessor, as the case may be, to execute and deliver this Agreement and to consummate the transactions contemplated herein.
- b. **Enforceability:** The execution and delivery of this Agreement by Lessee, and the consummation of the transactions contemplated herein by Lessee have been, or will be, duly and validly authorized by all necessary corporate action on Lessee's part. This Agreement is, and each of the agreements, documents and instruments contemplated

herein to be executed and delivered by Lessee, will be a valid and binding obligation of Lessee, enforceable in accordance with its terms.

- c. Environmental: As a condition to Lessor entering into this Agreement, Lessee warrants to Lessor:
- i. That the Premises are currently in material compliance with all environmental permits, certificates, licenses, approvals, registrations and authorizations ("Environmental Permits") required under all laws, rules and regulations applicable to the Lessee or the business conducted on the Premises, and all of the Environmental Permits are in full force and effect. Except as specifically set forth herein, the Lessee has conducted its business in material compliance with, and is not in material violation of any environmental statutes, rules, regulations, ordinances and orders of any governmental authority applicable to the Lessee, including those relating to any hazardous, toxic or polluting substance, waste or material, including, without limitation, petroleum or petroleum products, asbestos, and polychlorinated biphenyls ("PCBs") ("Hazardous Substances").
 - ii. No notice, citation, summons or order has been issued, no complaint has been filed, no penalty has been assessed and no investigation or review is pending or, threatened by any governmental authority or regulatory agency (i) with respect to any alleged violation of any environmental statute, ordinance, rule, regulation or order of any governmental authority applicable to the Lessor or the business conducted on the Premises; (ii) with respect to any alleged failure to have, obtain or comply with any environmental permit, certificate, license, approval, registration or authorization required in connection with or applicable to the Lessor or the business conducted on the Premises; or (iii) with respect to any use, possession, generation, treatment, storage, recycling, transportation or disposal of Hazardous Substances by or on behalf of the Lessor or the business conducted on the Premises;
 - iii. The Lessee has not received any request for information, notice of claim, demand or notification that it is or may be potentially responsible with respect to any investigation or clean-up of any threatened or actual release of any Hazardous Substance in the conduct of business on the Premises;
 - iv. No material spills, releases, discharges, or disposal of Hazardous Substances have occurred or are presently occurring on, onto, about, or under the Premises;
 - v. No material spills, releases, discharges, or disposal of Hazardous Substances have occurred or are occurring off the Premises as a result of any construction on or operation or use of the Premises;
 - vi. No oral or written notification of a release or threat of release of a Hazardous Substance has been filed or submitted by or on behalf of the Lessee in relation to the Premises. The Premises is not listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or on any similar state list of sites requiring investigation or clean-up;

- vii. There are no environmental liens on the Premises, and no government actions have been taken or are in process or pending which could subject the Leased Premises to such liens;
 - viii. Lessor is not required to place any notice or restriction relating to the presence of Hazardous Substances in this Agreement;
 - ix. Other than as is contemplated herein, no consent, approval or authorization of, or registration or filing with any person, including any environmental authority, is required in connection with the execution and delivery of this Agreement, or the consummation of the transactions contemplated hereby or thereby;
 - x. There are no material facts or material circumstances related to environmental matters concerning the Premises that could reasonably be expected to lead to any future environmental claims, liabilities or responsibilities against Lessee or Lessor;
 - xi. There are underground storage tanks located on the Premises and such tanks have been registered with the appropriate state and local agencies and are in full compliance with all regulatory monitoring and reporting requirements, and Lessee will deliver to Lessor copies of all such registrations, monitoring reports and all other compliance documentation upon the execution of, and the termination of this Agreement. Lessee is, and shall remain a current member and in good standing with the state UST Fund.
13. **LIENS:** Lessee shall (a) pay promptly when due the entire cost of any work done on the Premises by Lessee, its agents, employees, or independent contractors; (b) not cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises; and (c) discharge any such liens which may so attach within sixty (60) calendar days after Lessee's actual notice of the filing of any such liens; provided, that nothing herein contained shall imply that Lessee has authority to incur obligations which, if unpaid, shall or may give rise to possible lien claims against the Premises or any other property of Lessor, and Lessee agrees that it is not authorized or empowered by law or any course of dealings to undertake any work on the Premises except as may otherwise be specifically provided in this Agreement. Notwithstanding the foregoing, a breach of Lessee's duties under this section shall not constitute an Event of Default for so long as Lessee contests any lien filed against the Premises and diligently pursues such contest.
14. **OBLIGATION TO MAINTAIN THE PREMISES:** During the term of the Lease, Lessee shall, at its own expense, keep and maintain the entire Premises in good repair, including but not limited to, the interior, exterior, foundations, floors, walls, roof, and structure of the building; the sidewalks, curbs, walls, trash enclosures, parking areas, car wash facility, gas pumps and canopy which are a part of the Premises. Lessee shall make such repairs and replacements as may be necessary, regardless of whether the benefit of such repair or replacement extends beyond the term of this Lease. The Premises shall be returned to Lessor at the expiration of this Lease in good condition, ordinary wear and tear excepted. Lessor shall have no obligation whatsoever to alter, remodel, improve, repair, renovate, retrofit, or maintain the Premises or any portions thereof. Lessee shall keep the Premises, including sidewalks adjacent to the Premises, clean and free of rubbish and debris at all times. Lessee shall store trash and garbage within appropriate containers and in accordance with applicable law, and arrange for regular pickup and cartage of

such trash and garbage at Lessee's expense. Lessee shall not cause or permit any waste to the Leased Premises. Lessee shall maintain the Premises at all times in accordance with any requirement set forth in any fuel contract, property improvement plan stipulated by a fuel provider.

15. **BUILDING AND ZONING:** Lessee shall operate the Premises in a manner which meets all applicable building and zoning codes. If Lessee is notified of, or becomes aware of through other means, any violation, then Lessee shall provide written notice of same to Lessor within fifteen (15) calendar days thereafter. Failure to comply with this section shall not constitute an Event of Default so long as Lessee has notified Lessor, and shall have initiated and is diligently pursuing a correction of the violation.
16. **ASSIGNMENT AND SUBLEASE:** Lessee's interest and rights as a tenant or occupant under this Agreement are subject to the "Assignment of Leases, Rents and Profits" between North American Savings Bank, F.S.B. and Lessee recorded with the Will County Recorder on June 17, 2009, as Document No. R2009071894. Lessee may not, without prior written consent from Lessor assign or sublease or license the use of any portion of the Premises for any length of time, to any other entity or person, even if to a subsidiary or affiliate of Lessee.
17. **NOTICES:** All notices under this Agreement shall be in writing, deliverable by hand, facsimile, overnight courier, forwarded by certified mail - return receipt requested, directed

To Lessor as follows: Nor-Am Service Corporation
Attn: REO Department
12520 S. 71 Highway
Grandview, MO 64030

With a copy to: The Franklin Law Firm
Attn: Thomas M. Franklin
9140 Ward Parkway, Suite 200
Kansas City, MO 64114

To Lessee as follows: Gas-Mart USA, Inc.
Attn: John Tittle, Jr., CEO
10777 Barkley Street
Overland Park, KS 62111

With a copy to: Polsinelli PC
Attn: Brendan L. McPherson
900 West 48th Place, Suite 900
Kansas City, MO 64112

Lessor or Lessee may change the above notice recipients by providing written notice of such change utilizing the same methods described above.

18. **FINANCIAL INFORMATION:** Lessee agrees to deliver to Lessor on a quarterly basis, or within ten (10) days of Lender's request, full and complete copies of Lessee's operating statements for the Leased Premises, corporate balance sheets, profit and loss statements, and any other relevant financial information which Lender, in its sole discretion, deems necessary. On an annual basis, or within ten (10) days of Lender's request, Lessee shall deliver Lessee's federal tax return to Lessor.
19. **EMINENT DOMAIN, CONDEMNATION, AND TAKINGS :** Lessee shall not settle or otherwise compromise any claim for eminent domain or condemnation of proceeds or awards without Lessor's prior written consent, which consent may be withheld at Lessor's sole discretion. Lessor may, at its sole discretion, apply such condemnation proceeds to either or all of the following, or any combination thereof: a) all costs, expenses and attorneys' fees incurred in connection with enforcement of this Section and the collection of such condemnation proceeds; b) replacement or restoration, either partly or entirely, of any part of the Premises so taken through condemnation or eminent domain. In no event shall condemnation or eminent domain constitute a termination of this lease agreement.
20. **PERSONAL GUARANTY OF OBLIGATIONS:** David George, Michael George and Baljit Nanda (Lease Guarantors) shall execute a personal guaranty of the Lease, which shall be joint and several to the Lease Guarantors, a continuing and unlimited guaranty of payment and performance, not limited to collection. Lease Guarantors acknowledge and agree that Lessor is not required to pursue other Remedies, including any remedies available at law, but not prescribed herein, prior to the pursuit of, or enforcement of the Lease Guaranty. Lease Guarantors and all lease guaranty obligations shall be pursued in accordance with Missouri law and within the jurisdiction of the State of Missouri or through Federal Courts at Lessor's election.
21. **DEFAULT:**
- a. Monetary Default: If Lessee fails to make any payment, whether that payment be due to Lessor as rent, or to any taxing authority, to any provider of services, and such payment shall become, through the course of delinquency a responsibility of Lessor, whether or not specifically required under this Agreement (a "Monetary Default"), Lessor shall notify Lessee of such Default. If Lessee fails to cure such default within three (3) business days after receipt of such notice, then Lessor may take any action to cure or pursue all available remedies. All monetary obligations of lessee shall be deemed rent hereunder. Accepting incomplete, partial or late payments that do not cure all monetary defaults, is not a waiver of default. Lessee ceasing active fueling or convenience store activity for a period of more than three (3) days is deemed a monetary default.
 - b. Non-Monetary Default: If Lessee defaults in the performance of any of the terms, covenants and conditions of this Lease other than the payment of monthly rent, Lessor shall notify Lessee of such Default. If Lessee fails to cure such default within ten (10) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and Lessee fails to commence to cure within thirty (30) days after receipt of such notice and thereafter to diligently proceed to cure such default, then in either such event Lessor may cure the default and Lessee shall promptly reimburse Lessor for any expenses incurred by Lessor, plus interest at the rate of eight percent (8%) per annum from the date of expenditure until reimbursement, or Lessor may pursue any action to compel cure from Lessee.

22. **REMEDIES:** Lessor shall have the right following any Monetary or Non-Monetary Default by Lessee to cancel and terminate Lessee's right to occupy the Premises, pursue payment or performance through legal actions, pursue payment and performance from Lease Guarantors (as defined in this Agreement), or through any other remedies available at law or otherwise. Notwithstanding anything to the contrary herein, Lessor's Remedies shall not absolve, release, reduce, diminish, or otherwise annul Lessee's obligation to pay Rents, fees, charges, impositions, or other amounts incurred through this Agreement or to third parties owed payment. Rents, and any other amounts due as described in this section shall remain due and payable, and payable immediately and promptly, as demanded by Lessor.
23. **ENFORCEMENT:** In the event Lessor resorts to any type of judicial proceedings to enforce any right under or because of this lease or to obtain relief for the breach of any covenant or term hereof, Lessor is and shall be entitled to recover from the Lessee the costs of such proceedings, including reasonable attorney's fees. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision
24. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).
25. **SURRENDER OF POSSESSION:** Upon the conclusion, termination or expiration of this Agreement, other than by a purchase of the Premises pursuant to Section 27 or Section 28 hereof, Lessee covenants to surrender possession of the Premises to Lessor, in a condition which is, at a minimum, equivalent to the condition thereof at the Commencement Date, ordinary wear and tear excepted. In connection with a termination pursuant to Section 27 or Section 28, Lessee covenants to surrender possession of the Premises to Lessor in a broom clean condition following removal of inventory and non-fixtured equipment. Lessor grants Lessee fourteen (14) calendar days after the termination or expiration of this Agreement to remove all of its inventory and items of personal property from the Leased Premises, at Lessee's expense; unless a mutually acceptable arrangement is reached at that time as to the purchase of same by Lessor.
26. **NO PURCHASE OPTION:** There is no option to purchase or right of first refusal being granted to Lessee. The Premises are being listed for sale with a licensed broker. If there are no monetary defaults under this Agreement during its term, Lessee may present Lessor with a proposed purchase and sale agreement. Such a proposed purchase and sale agreement will be considered by Lessor, but Lessor is under no obligation to negotiate or bargain with Lessee or to accept such a proposed purchase and sale agreement.
27. **PROPERTY MAY BE HELD FOR SALE.** Lessor is listing the Premises for sale by a licensed broker, of Lessor's selection. Lessor may cause reasonably sized signage regarding sale to be posted, and showings and inspections may be conducted during normal daytime business hours provided the showings are not to interfere with normal business operations. Lessor or its agent shall coordinate all showing with Mr. Kevin Lott,

VP/Operations Manager of Lessee (klott@gasmartusa.com; 913-599-5800). Lessee may through Lessor present offers to purchase the Premises.

28. COMPLETE AGREEMENT. This Agreement contains all prior negotiations and understandings between the parties and constitutes their complete agreement which is binding upon Lessor and the heirs, executors, administrators, successors and assigns of Lessor when executed by Lessor, and is binding upon Lessee, regardless of any written or verbal representation of any agent, manager or other employee of Lessee to the contrary. This Lease may only be amended by written agreement signed by Lessor and Lessee.

[signature page follows on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and
year first above written.

LESSOR:

GAS-MART USA, INC.

By: 
John Tittle, Jr., Chief Executive Officer

LESSEE:


**NORTH AMERICAN SAVINGS BANK,
F.S.B.**

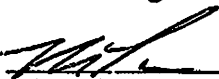
By: _____


Name: _____

Its: _____

LEASE GUARANTORS:


David George


Michael George


Baljit Nanda

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR:

GAS-MART USA, INC.

By: _____
John Tittle, Jr., Chief Executive Officer

LESSEE:

**NORTH AMERICAN SAVINGS BANK,
F.S.B.**

By: Mike Braun
Name: MIKE BRAUN
Its: SR. VICE PRESIDENT

LEASE GUARANTORS:

David George

Michael George

Baljit Nanda

PLEASE DETACH BEFORE DEPOSITING AND RETAIN FOR YOUR RECORDS



CASHIERS CHECK

60566
18-7163/3010

Date: August 24, 2015

Twenty-Four Thousand Five Hundred Ten and 61/100*****

PAY TO
THE ORDER
OF

Will County Clerk

\$24,510.61

CUSTOMER COPY
NON-NEGOTIABLE

06-03-15-302-014-0000

Memo
NASB
Remitter

THIS DOCUMENT CONTAINS A LINED WATERMARK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT BORDER. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



CASHIERS CHECK

60566
18-7163/3010

Date: August 24, 2015

Twenty-Four Thousand Five Hundred Ten and 61/100*****

PAY TO
THE ORDER
OF

Will County Clerk

\$24,510.61

Parcel # 06-03-15-302-014-0000

Memo
NASB
Remitter

David H Hancock

⑈060566⑈ ⑆301071631⑆

12350⑈



Will County Clerk's Office**Tax Sale Redemption****Delinquent Inquiry**

Date/Time of Inquiry: 08/12/15---03:15 PM

Parcel Number 06-03-15-302-014-0000

Tax Year 2013

Sold 12/03/2014

Buyer ARDWEN FUND 2, LLC

Cert No. 13-00609

Sale Amt 24,443.12

Buyer No 034

Penalty 00 X Period 2 = 0

.00

Subsequent Years Taxes						
Year	Date	%	Tax	Int	Indem	Total

Fees		
Fee Date	Fee Desc	Fee Amt
12/11/2014	CLERK FEE	37.00
01/29/2015	TAKE NOTICE	30.49
Total Amount to Redeem		24,510.61

Redemption extended on: 01/22/2015

To: 11/08/2017

Redeemed/Disposed by:

On:

Effective:

The Total Amount to Redeem will be good until the next interest rate change. Interest rates change every 6 months from the Sold date and annually on the Subsequent Year's Taxes Date

If a take notice Fee is not listed below the Clerk Fee please submit a separate check in the amount of \$30.49. If payment is made and the separate check for \$30.49 is not needed, it will be returned along with a paid receipt.

The Total Amount to Redeem cannot be guaranteed after September 1st of each year or when the Date/Time of Inquiry is within 6 months of the Last Day to Redeem.

***** PLEASE SUBMIT 1 CHECK PER PARCEL NUMBER *****

ILLINOIS LAW REQUIRES PAYMENT OF SOLD TAXES BY THE FOLLOWING METHODS:

CERTIFIED CHECK---CASHIERS CHECK---MONEY ORDER---CASH

MADE PAYABLE TO THE WILL COUNTY CLERK

302 N. CHICAGO ST.

JOLIET, IL 60432



Shipment Receipt

Transaction Date: 24 Aug 2015

Tracking Number:

1Z4A883R0291496513

1 Address Information

Ship To:
Will County Clerk's office
302 N Chicago Street
JOLIET IL 604324078
Telephone: 815-740-4623

Ship From:
North American Savings Bank
Merranda Smitherman
12520 S 71 Highway
Attn: REO/Foreclosure
REO Dept.
GRANDVIEW MO 64030
Telephone: 816/318-4511

Return Address:
North American Savings Bank
Merranda Smitherman
12520 S 71 Highway
Attn: REO/Foreclosure
REO Dept.
GRANDVIEW MO 64030
Telephone: 816/318-4511

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter (Letter billable)	UPS Letter		Reference#1 - 170453738REO

3 UPS Shipping Service and Shipping Options

Service: UPS 2nd Day Air
Guaranteed By: End of Day Wednesday, Aug 26, 2015
Shipping Fees Subtotal: 16.18 USD
Transportation: 15.45 USD
Fuel Surcharge: 0.73 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 4A883R

Charges: 16.18 USD

Daily rates were applied to this shipment

Total Charged: 16.18 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

UPS's liability for loss or damage to each domestic package or international shipment is limited to \$100 without a declaration of value. Unless a greater value is recorded in the declared value field of the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. To increase UPS's limit of liability for loss or damage, a shipper may declare a higher value and pay an additional charge. See the UPS Tariff/Terms and Conditions of Service ("UPS Terms") at www.ups.com for UPS's liability limits, maximum declared values, and other terms of service. UPS does not accept for transportation and shippers are prohibited from shipping, packages with a value of more than \$50,000. The only exception to the \$50,000 per package limit is for a package eligible for the Enhanced Maximum Declared Value of \$70,000 per package, as set forth in the UPS Terms. A package is eligible only if it meets the following requirements. The package must be (i) a domestic shipment; (ii) tendered pursuant to shipper's Scheduled Pickup Service; (iii) a UPS Next Day Air(R) delivery service is the service level selected; (iv) processed for shipment using a UPS Shipping System (declarations of value on paper Source Documents are not eligible for Enhanced Maximum Declared Value); and (v) does not contain hazardous material or a Perishable Commodity. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Terms, which can be found at www.ups.com.



ACCOUNTS PAYABLE

NORTH AMERICAN SAVINGS BANK
12498 S. 71 Highway
Grandview, MO 64030

NORTH AMERICAN SAVINGS BANK
12498 S. 71 HWY
GRANDVIEW, MO 64030
18-7153/3010

94600

08/17/2015

**Forty Seven Thousand Five Hundred Seventeen & 93/100 USD

TO THE
ORDER
OF:

WILL COUNTY TREASURER
302 N CHICAGO ST
JOLIET, IL 60432

*****\$47,517

David H Han

⑈9460071574⑈ ⑆301071631⑆ 0000012370⑈

1. Letter UPS Letter
(Letter billable)

Reference#1 - 170453738REO

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Thursday, Aug 20, 2015
Shipping Fees Subtotal:	16.18 USD
Transportation	15.45 USD
Fuel Surcharge	0.73 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 4A883R

Charges: 16.18 USD

Daily rates were applied to this shipment

Total Charged: 16.18 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

UPS's liability for loss or damage to each domestic package or international shipment is limited to \$100 without a declaration of value. Unless a greater value is recorded in the declared value field of the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. To increase UPS's limit of liability for loss or damage, a shipper may declare a higher value and pay an additional charge. See the UPS Tariff/Terms and Conditions of Service ("UPS Terms") at www.ups.com for UPS's liability limits, maximum declared values, and other terms of service. UPS does not accept for transportation and shippers are prohibited from shipping, packages with a value of more than \$50,000. The only exception to the \$50,000 per package limit is for a package eligible for the Enhanced Maximum Declared Value of \$70,000 per package, as set forth in the UPS Terms. A package is eligible only if it meets the following requirements. The package must be (i) a domestic shipment; (ii) tendered pursuant to shipper's Scheduled Pickup Service; (iii) a UPS Next Day Air(R) delivery service is the service level selected; (iv) processed for shipment using a UPS Shipping System (declarations of value on paper Source Documents are not eligible for Enhanced Maximum Declared Value); and (v) does not contain hazardous material or a Perishable Commodity. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Terms, which can be found at www.ups.com.



August 18, 2015

North American Savings Bank
12520 S. 71 Highway
Grandview, MO 64030

Will County Treasurer
302 N Chicago St.
Joliet, IL 60432

RE: Taxes

Will County Treasurer:

Please find the enclosed check #9460071574 for \$47,517.93, which represents the Tax Installments for 06/03/2015 and 09/03/2015 for Parcel #06-03-15-302-014-0000. The address located at 16509 South Division Street, Plainfield, IL 60544.

Sincerely,

Merranda Smitherman
Default Foreclosure/REO Legal Specialist
North American Savings Bank, F.S.B
816-316-4511
msmitherman@nasb.com

12520 S. 71 Highway
Grandview, MO 64030
816.765.2200 main
816.316.4508 fax
800.677.6272 toll free

**2014 LEVY REAL ESTATE TAX INFORMATION
WILL COUNTY TREASURER
302 N. CHICAGO ST., JOLIET, IL 60432**

Permanent Index Number	Township	Tax Code	Tax Rate
06-03-15-302-014-0000	PLAINFIELD	0602	9.5832

Mailing Address	Acres	Assessed Value
NOR-AM SERVICE CORP	.99	484,935
12948 S 71 HWY	Tif Base Value	Exemptions
GRANDVIEW MO	0	0
64030		

Taxes sold - SEE COUNTY CLERK WEBSITE

CLICK HERE FOR COUNTY CLERK TAX REDEMPTION

Five Year Tax Inquiry
Tax Detail Inquiry

Please be advised that *Balance Due is subject to change at any time.

Interest increases 1.50% per month beginning the day after each installment due date.

Payment may be made by a taxbuyer after 09/03 on any current unpaid tax if the taxbuyer has purchased a prior years' taxes at Tax Sale.

Installment	Base Tax Amount	Interest/Cost	Total Paid	Date Paid	*BALANCE DUE
First Due:----06/03/15	23,236.15	1,045.63	0.00		24,281.78
Second Due: 09/03/15	23,236.15	0.00	0.00		23,236.15
Total Base Tax (without penalties)	46,472.30				

<u>Pay First Installment</u>	<u>Pay Second Installment</u>	<u>Pay Both Installments</u>
<u>Return to Inquire Real Estate Tax Page</u>	<u>Return to Collector's Home Page</u>	<u>Supervisor of Assessments - Property Search</u>