

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Western District of Missouri		PROOF OF CLAIM
Name of Debtor: Gas-Mart USA, Inc.		Case Number: 15-41915
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): LDR Construction Services, Inc.		FILED U.S. Bankruptcy Court Western District of Missouri 7/20/2015 Paige Wymore-Wynn, Clerk COURT USE ONLY
Name and address where notices should be sent: LDR Construction Services, Inc. c/o David L. Davitt 4023 Charles Street Rockford, IL 61108 Telephone number: 8152295333 email: ddavitt@rockriverlaw.com		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ <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.
Name and address where payment should be sent (if different from above): Telephone number: email:		
1. Amount of Claim as of Date Case Filed: \$ <u>2849.32</u> 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>Construction Services Render</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: _____	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
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 (when case was filed) ___% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable		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 type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(__).
Amount entitled to priority: \$ _____		
*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.		
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

 00012

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: David L. Davitt

Title: Attorney

Company: Schlueter Ecklund

Address and telephone number (if different from notice address above):

/s/ David L. Davitt
(Signature)

7/20/2015
(Date)

Telephone number: _ email: _

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.



4652 Stenstrom Road - Rockford, IL 61109

Construction Services, Inc.  **Cleaning & Restoration**

Disaster Restoration Specialists

Office: 815-874-7066 - Fax: 815-874-1541

WORK AUTHORIZATION
LDR Construction Services, Inc.
Cleaning & Restoration

CUSTOMER: Gas Mart USA

DATE OF LOSS: 11/17/14

TYPE OF LOSS: Fire

The undersigned, as the owner/agent of the property located at:

Zoo Center Ave. Janesville, WI 53545

hereby authorizes and instructs **LDR Construction Services, Inc.** to perform all work necessary to limit damage and protect the "property" from further damage as reasonably possible.

The undersigned acknowledges responsibility for, and hereby agrees to pay **LDR Construction Services, Inc.** all labor, materials, and equipment utilized to mobilize, commence and perform the work.

The undersigned acknowledges that all accounts are due and payable within 30 days of the invoice date.

In the event of non-payment, the undersigned agrees to pay all collection costs incurred by **LDR Construction Services, Inc. Cleaning & Restoration**, including all reasonable attorney fees.


AUTHORIZING SIGNATURE

11-19-14
DATE

LDR Construction Services, Inc.
4652 Stenstrom Road
Rockford, IL 61109
(815) 874-7066
Fax (815) 874-1541



LDR Construction Services, Inc.

977 Norwood Rd Ste 110
Janesville, WI 53547
(608)-743-1339
Fax (608)-563-2251
Tax ID# 36-3788873

Client: Citgo (Leroy Stocks)
Property: 2006 Center Ave.
Janesville, WI 53545

Leroy Stocks: (913) 940-5511
Desiree: (608) 754-0121

Operator: JRYDELL

Estimator: Jeff Rydell
Company: LDR Construction Services, Inc.
Business: 4652 Stenstrom Rd
Rockford, IL 61109

Business: (815) 874-7066
E-mail: jrydell@ldr4service.com

Reference:
Company: Jeff Rydell
Business: 977 Norwood Road Suite 110
Janesville, WI 53546

Business: (608) 743-1339
E-mail: jrydell@ldr4service.com

Type of Estimate: Fire

Date Entered: 11/25/2014

Date Assigned: 11/18/2014

Price List: WIMA8X_NOV14

Labor Efficiency: Restoration/Service/Remodel

Estimate: W14-00159-S

1. LDR Construction Services, Inc. (LDR) proposes to perform the work described in the specifications attached hereto as schedule 1 (the work) upon the following terms and conditions.

1.1 Cost of Work:

LDR agrees to complete in a workman like manner the work described in schedule 1 for the sum total of: \$ 2,936.69
(subject to modifications for storage fees, change orders, additional work or open items.)

1.2 Payment Terms:

Unless other arrangements are agreed to by LDR in writing prior to commencement of the work, payment shall be made as follows:

1.2.1 The deductible/ deposit portion of the contract shall be paid upon the start of the work.

The required deposit amount is: ~~\$ 1468.34 Due at start of project~~ paid in Full Upon Completion

1.2.2 Balance payable as follows: (Subject to section 1.2.3 below)

~~Complete Billings~~
\$1468.34 Due upon project completion



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1.2.3 LDR reserves the right to bill Customers insurance company directly during the progress of work and at completion. Customer agrees and gives their insurance company permission to include LDR's name on all checks issued. Customer acknowledges and agrees, however that the Customer is fully responsible for payment for all work performed pursuant to this proposal, including, but not limited to any amount(s) and any other sums not paid or covered by insurance, or amounts withheld due to insurance, or amounts withheld due to insurance settlement difficulties.

2. Extra Work/Change Orders:

Any alterations or deviations from the above-referenced specifications involving extra costs, including cost to upgrade the premises in order to comply with current code requirements, will be performed with a change order in a form acceptable to LDR.

3. This proposal may be withdrawn by LDR at any time prior to delivery of written acceptance by Customer and shall be deemed automatically withdrawn if written acceptance is not received by LDR within (20) business days of the date hereof.

4. **THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS LISTED BELOW.** Once it is signed by Customer, this proposal becomes our legal agreement.

Respectfully submitted by: LDR Construction Services, Inc.

By: Jeff Rydell

Licensed (State of Illinois) and insured as required. Our workers are covered by Worker's Compensation Insurance.

Acceptance of Proposal

Customer agrees to the above terms and conditions and LDR is hereby authorized to do the work as specified. Customer agrees to make payments as outlined herein. Customer hereby authorizes LDR to request and verify credit information from credit reporting bureau. Customer further authorizes that a photo static copy of this authorization may be relied upon as if it were an original. Customer acknowledges having read carefully the above agreement and the following Terms and Conditions, in its entirety, knows and understands all of its contents and signs this acceptance willingly.

Date: 12-4-14

Customer: Customer USA

Customer: LeRoy Steers

5. **Warranties.** COMPANY warrants that all work to be performed by COMPANY or its agent will be completed in a workman like manner and be free from material defects for a period of one (1) year from the date of completion. Customer acknowledges that due to the subjective judgment required in assessing original condition, COMPANY cannot warrant or guarantee that the specifications will successfully restore personal or real property. Customer's remedy for any breach of warranty contained herein shall be limited to repair or replacement of any defective work and COMPANY shall not be subject to any liability for incidental or consequential damages as a result of any such breach. Except as expressly provided for in this proposal, there are no other warranties, express or implied, with regard to the labor or materials to be provided by COMPANY AND ANY AND ALL WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

6. **No Prior Representations/Entire agreement** Customer acknowledges that Customer's approval of this proposal is based solely on the representations and warranties expressly described in this proposal, and no other representations, warranties or agreements have been made or entered into by COMPANY, its agents or employees in connection with the work to be performed hereunder. This agreement contains the entire understanding and agreement of the parties with respect to the subject matter of it. If any portion of this contract is deemed to be invalid, the other sections of the contract shall remain valid.

7. **Storage Charges** Customer shall be responsible for the payment of storage charges for all items delivered to COMPANY



LDR Construction Services, Inc.

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Tax ID# 36-3788873

pursuant to this agreement. Storage charges shall accrue at \$0.92 per square foot of space occupied by said items per month commencing 10 days from the cessation of work performed by COMPANY hereunder and continuing until outstanding obligations owed COMPANY hereunder are paid in full. In some instances, storage may be charged from the date that contents are taken into our care, control and custody. COMPANY has the right to hold contents until payment is made in full for the work associated with the cleaning and restoration of said contents.

8. Inventory In the event that COMPANY removes contents from your property, COMPANY shall not be responsible for loss or damage to any items not listed on an inventory, invoice or receipt. Copies of said documents will be provided at your request.

9. Assignment Customer hereby irrevocable assigns to COMPANY all right, title, and interest Customer may have in and to such sums of money due or to become due to Customer from Customer's insurance company, on account of any claims Customer has or may have against said insurance company for loss under the terms of the policy or policies that may provide insurance coverage for said damage or loss, and which are attributable to be performed by COMPANY hereunder.

10. Environmental Conditions The scope of work to be performed by COMPANY hereunder shall not include the identification, detection, abatement, removal, disposal of any hazardous substance, including but not limited to mold, biological contaminants, asbestos or lead. In the event that COMPANY encounters any such products or materials in the course of performing its work, COMPANY shall have the right to discontinue its work and COMPANY shall be entitled to an extension of time to complete the work hereunder and COMPANY shall be entitled to receive payment for all work completed. In addition, COMPANY does not guarantee or warranty the total elimination of bacterial, environmental or other contamination and Customer acknowledges and agrees that additional testing would be required to disclose any remaining bacterial, environmental or other contamination. Testing would be contracted and coordinated by Customer. If additional contaminants are encountered, a supplemental estimate will be presented for any additional repairs.

11. Dispute Resolution

11.1 Right to stop work In the even a dispute arises between COMPANY and Customer or between Customer or COMPANY and Customer's insurance company with regard to the subject matter of this proposal, COMPANY reserves the right to

immediately cease work and Customer waives any right Customer may otherwise have for any claims or damages due to any interruption in the work. In such event, COMPANY and Customer agree to meet within five (5) business days of the cessation of the work and attempt to resolve the dispute. COMPANY also reserves the right to be paid for all work completed at the time of cessation prior to re-commencing with the repairs.

11.2 In the even the parties are unable to resolve any dispute arising in connection with the work, or with regard to the interpretation or enforcement of this agreement, or any portion of it, the provision of Section 11 shall not preclude the institution of legal proceedings by COMPANY for the collection of any sums owed it hereunder, or to foreclose any lien filed by COMPANY as a result of such nonpayment.

11.3 Late Fees/Attorney Fees In the event Customer fails to make any payments required to be made under the terms of this proposal in a timely fashion, Customer agrees to pay a late payment of 1 1/2 % per month (18% per annum) on any and all sums not timely paid. In the event that COMPANY is required to retain the services of an attorney as a result of Customer's failure to comply with Customer's obligation under this agreement, whether or not suit action or arbitration is instituted.

COMPANY shall be entitled to recover from Customer its reasonable attorney fees and all costs incurred as a result.



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W14-00159-S

W14-00159-S

DESCRIPTION	QTY
Content Manipulation charge - per hour - Time to move shelving etc. in order to perform the work.	2.00 HR
Floor protection - cloth - skid resistant, breathable - Protect floor during project.	200.00 SF
Heat/AC register - Mechanically attached - Detach & reset	1.00 EA
Fluorescent light fixture - 2' & 4' - Detach & reset	2.00 EA
Carpenter - General Framer - per hour	16.00 HR
- Labor hours for 2 workers for 8 hours to clean and seal area above damaged ceiling.	
(Material Only) Seal the surface area w/latex based stain blocker - one coat	200.00 SF
R&R Ductwork - flexible -insulated - 12" round	30.00 LF
R&R Suspended ceiling grid - 2' x 4'	144.00 SF
- Replace 1 main run of ceiling grid (approximately 18 ft long)	
- Replace 1 four foot track of ceiling grid.	
R&R Acoustic ceiling tile	144.00 SF
- Replace damaged ceiling tiles with new tiles that are as close to a match as possible.	
Haul debris - per pickup truck load - including dump fees	1.00 EA

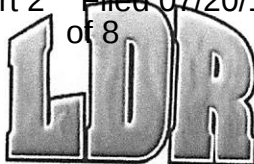
Labor Minimums Applied

DESCRIPTION	QTY
Heat, vent, & air cond. labor minimum	1.00 EA
Electrical labor minimum	1.00 EA
Painting labor minimum	1.00 EA

Grand Total

2,936.69

Jeff Rydell



4652 Stenstrom Road - Rockford, IL 61109

Construction Services, Inc.  **Cleaning & Restoration**

Disaster Restoration Specialists

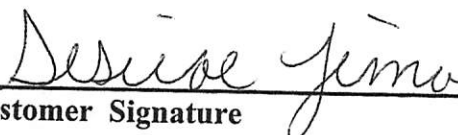
Office: 815-874-7066 - Fax: 815-874-1541

Certificate of Completion & Satisfaction

I have reviewed the work performed and completed by LDR Construction Services, Inc., and agree that all work performed and materials supplied by LDR Construction Services, Inc. in accordance with the signed work authorization have been completed to my satisfaction.

Signed this, the 10TH day of DECEMBER, 2014


For LDR Construction Services, Inc.


Customer Signature

JEFF RYDELL
Const. Co. Representative Name

Desiree Lima
Customer Name

2006 CENTER AVE JANESVILLE, WI 53541
Property Address

Claim #

LDR Construction Services, Inc.
4652 Stenstrom Road
Rockford, IL 61109
(815) 874-7066
Fax (815) 874-1541



Cleaning & Restoration

4652 Stenstrom Road
Rockford, IL 61109-2625
(815) 874-7066
(815) 874-1541 Fax

Disaster Restoration Specialists

Date: 03/18/15

Invoice #: SI-10007

INVOICE

Care of:
Gas Mart, USA
2006 Center Ave
Janesville, WI 53545

Bill To:
Gas Mart, USA
2006 Center Ave.
Janesville, WI 53545
Phone: (608) 754-0121

Estimator	Job #	File/Claim #	Terms
Jeff Rydell	W14-00159-S		Due Upon Receipt
Description			Total

Final Bill For Fire Damage Repairs

\$2,849.32

Your Account Is Past Due
Send Your Payment In Full Today

<i>State Tax Id #</i> <i>Payment terms</i>	Subtotal	\$2,849.32
	NO TAX	\$0.00
	Total:	\$2,849.32
		Amount Due: \$2,849.32

LDR Construction Services, Inc.
4652 Stenstrom Rd.
Rockford, IL 61109
(815) 874-7066

FINAL NOTICE BEFORE LIEN

DATE: 03/27/2015

To: Gas Mart, USA
2006 Center Ave
Janesville, WI 53546

FINAL NOTICE BEFORE LIEN FILING

INVOICE NO.	ORIGINAL DUE DATE
SI-10007	12/22/2014

Your account is delinquent. Please send your payment in full today.

If we do not have a payment in full on this account by, April 3, 2015 for our protection, a mechanic's lien will be filed on your property.

You will be responsible for the outstanding balance plus an additional \$100.00 filing fee. 2,949.32 will be due after.

FINAL NOTICE BEFORE LIEN	
Date:	03/27/15
Balance Forward:	2849.32
Total Due:	2849.32

Make all checks payable to LDR CONSTRUCTION SERVICES, INC.

Mail all payments to 4652 Stenstrom Road, Rockford, IL 61109

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:**
Trustee: **Last Date to file (Govt):**

<i>Creditor:</i> (15468187) LDR Construction Services, Inc. c/o David L. Davitt 4023 Charles Street Rockford, IL 61108	Claim No: 12 <i>Original Filed</i> Date: 07/20/2015 <i>Original Entered</i> Date: 07/20/2015	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> ePOC <i>Modified:</i>
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Amount	claimed:	\$2849.32		
Unsecured	claimed:	\$2849.32		

History:

Details	12-1	07/20/2015	Claim #12 filed by LDR Construction Services, Inc., Amount claimed: \$2849.32 (ePOC)
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Description:

<i>Remarks:</i>		
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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*	\$2849.32
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		