

UNITED STATES BANKRUPTCY COURT Western District of Missouri		PROOF OF CLAIM
Name of Debtor: <p style="text-align: center;">Gas-Mart USA Inc</p>	Case Number: <p style="text-align: center;">15-41915-ABF</p>	<div style="font-size: 1.5em; font-weight: bold;">RECEIVED</div> <div style="font-size: 1.2em; font-weight: bold;">NOV 03 2015</div> <div style="font-size: 1.2em; font-weight: bold;">BMC GROUP</div> <div style="font-weight: bold; margin-top: 10px;">COURT USE ONLY</div> <div style="font-size: 0.8em;"> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____ </div> <div style="font-size: 0.8em;"> <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. </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): <p style="text-align: center;">Lamar Advertising Company dba Missouri Logos LLC</p>		
Name and address where notices should be sent: <p style="text-align: center;">Lamar Advertising Company, Credit Department, P.O. Box 66338, Baton Rouge, LA 70896</p> Telephone number: (800) 235-2627 email: lamar.credit@lamar.com		
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>23,673.17</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>Services Performed</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <p style="text-align: center;">9 3 7 0</p>	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 _____ % <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 type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)() :
Amount entitled to priority: \$ _____		
<i>*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.</i>		
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



00145

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. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

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: James R. McIlwain

Title: Secretary

Company: Lamar Advertising Company

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

P.O. Box 66338

Baton Rouge, LA 70896

Telephone number: (800) 235-2627 email: lamar.credit@lamar.com

(Signature)

(Date)

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.

**PARTICIPATION AGREEMENT (CONTRACT)
MISSOURI LOGO SIGN PROGRAM**

Missouri Logos, L.L.C.
3218 Emerald Lane, Suite A
Jefferson City, MO 65109

Date: 8/4/2014
Contract Number: 2303655865150
CA #: 49370-014

Customer Name: Gas Mart USA
Billing Address: 10777 Berkley Ste 200
City, State, Zip Code: Overland Park, KS 66211
Contact Person: Leroy Stocks
Phone Number: 913-599-5800
E-Mail: lstocks@gasmartusa.com

Advertiser: Phillips 66 Diesel
Physical Address: 9901 NE Barry Rd
City, State, Zip Code: Kansas City, MO 64157 #104
Contact Person: Patsy Eskey
Phone Number: (816) 781-5640
Website: www.gasmartusa.com
Location Number: 104

Customer hereby authorizes and instructs Missouri Logos, L.L.C. (ML) to install and maintain business signs ("logos") as described below for a period through June 30, 2015, commencing on or about installation of logo signs.

Route	Exit	Traffic Direction	Type of Service	Mainline Sign	Ramp Sign	Trailblazer Sign	PRICE PER YEAR
I 035	016	North		1	1		\$1,500.00
I 035	016	South	Gas	1	1		\$1,500.00
Market Code: 275				2	2	0	\$3,000.00

Customer shall supply its business signs to ML within 45 days of executing this agreement. If specific service panels must be erected, ML shall install the business signs when the specific service panels are erected, provided ML is in receipt of the business signs at the time of the panel erection. An installation fee of \$50.00 per sign/per occurrence is required for business sign installation, replacement and or/removal.

Customer understands that ML will install and maintain business signs in accordance with ML's contract with Missouri Department of Transportation (MoDOT) under the State's Logo Sign Program. Customer further hereby agrees, notwithstanding anything contained herein to the contrary, that in the event ML's contract with MoDOT is terminated for any reason, then this contract shall immediately terminate upon written notice to the Customer. Upon such termination, all unpaid amounts due Customer to ML shall be immediately due and payable.

Customer represents and warrants that it is, and will continue to be during the term of this contract and any extensions thereof, a motorist service establishment that provides Gas, Food, Lodging, Camping, Attraction or 24 Hour Pharmacy services, with all facilities required for participation in the State's Logos Sign Program as outlined in MoDOT's Rules and Regulations pertaining to the State's Logo Sign Program. The Customer also agrees that it fully understands the eligibility requirements. During the term of this contract and any renewal contract, Customer agrees that ML or MoDOT personnel may inspect the Customer's business for compliance with the Participation Criteria and the Rules and Regulations of the Program.

A business participating subject to qualification by variance (partially qualified) may remain on the logo panels as long as there is space available. Fully qualified (non-variance) businesses have priority over the businesses which qualify by variance and can replace the "partially" qualified business on the anniversary date of the contract. The Customer will be notified, in writing, and as far in advance as practical, as to why the business is being removed from the Program.

In consideration of the herein described service, Customer hereby promises and agrees to pay ML at the rate of \$3,000.00 (annually) beginning on the commencement date of the contract. The initial annual participation fee will be prorated for the period from installation through June 30, 2015. Billing will be rendered annually and must be paid within thirty (30) days of receipt. This contract is signed and accepted subject to the guidelines, rules, and regulations, contained in the MoDOT's Rules and regulations pertaining to the State's Logo Sign Program.

Accepted this _____ day of _____ 20____

Accepted this 12 day of Aug. 2014

Customer: Gas Mart Usa

By: Missouri Logos, L.L.C.

By: _____

By: [Signature]
Missouri Logos, L.L.C. (General Manager)

(Name)
Print Name: Dave George Es.
(Name) (Title)

Standard Conditions

1. **CLARIFICATION OF TERMS OF THE CONTRACT.** The terms of Missouri Logos, LLC (ML) and "Customer" when used herein shall include either singular or plural, masculine or feminine as the case may be; and the provisions of this contract shall bind the parties mutually and their heirs, executors, administrators, successors, and assigns. The agent, officer or employee of Customer who has executed this contract hereby represents that he is duly authorized to make this contract on behalf of the Customer. Whenever "ML" is used in this contract it shall refer to Missouri Logos, LLC, a subsidiary of Interstate Logos, LLC. "Business Sign" means separately attached sign mounted on a rectangular Specific Service (Logo) Sign to show the name, brand, symbol, logo, trademark, or combination of these for the Customer's motorists service available on a crossroad at or near an interchange or intersection maintained by ML in accordance with its contract with the MoDOT.
2. **THIS CONTRACT.** Front and back, constitutes the entire agreement between Customer and ML. ML shall not be bound by any stipulation, condition, or agreement, not set forth herein. Waiver by ML of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
3. **SIGNS FURNISHED.** It is the Customer's responsibility, at its expense, to provide business mainline and ramp sign(s) for this contract in accordance with the specifications of ML and the MoDOT. If ML is to furnish business signs for Customer, Customer will be charged a fee for manufacturing. The business sign may consist of Customer's name, trademark or symbol, providing it does not resemble any traffic sign, symbol, or device. The Customer will always retain ownership of the individual business signs in the event that the State's Logo Sign Program is terminated.
4. **ART WORK.** If ML is requested by Customer to submit art work, then art work submitted by ML shall be approved or substitute art work shall be furnished by Customer within ten (10) days after submission. In case of default in furnishing or approval of art work by Customer, then commencement of service shall be deemed to occur on the dates on which the various spaces are available for service. Customer warrants that approved art work does not infringe upon any trademark or copyright, state or federal. Customer agrees to defend, indemnify, and hold ML and the MoDOT free and harmless from any and all lost liability, claims and demands, including attorney's fees, arising out of the character, contents, or subject matter of any design displayed pursuant to this contract. ML reserves the right to reject any design or logo not acceptable to the MoDOT.
5. **MAINTENANCE AND REPAIRS.** ML will inspect the business signs and Logo Signs at reasonable intervals. ML shall be responsible for regular cleaning of the business signs and Logo Signs. Customer shall promptly notify ML of any damage to or disrepair of the Logo Sign and ML shall promptly notify Customer of any damage to or disrepair of Customer's business signs. Upon notice from ML that repairs to a business sign are necessary, Customer shall contract with ML to perform installation, removal, or replacement due to theft, vandalism, natural deterioration or other damage. Such repairs, removal, reinstallation, and replacement will be at Customer's expense.
6. **CUSTOMER** represents and warrants that it is, and will continue at all times during this contract, to be in conformity with all Federal and State laws including those requiring Customer to provide its services without regard to race, color, sex, religion, age or national origin.
7. **COMMENCEMENT OF CONTRACT.** The initial commencement date for service is the actual date of completion of installation.
8. **ACCEPTANCE OF CONTRACT.** This contract shall become binding upon execution of a duly authorized officer or agent of Customer and acceptance by an officer of ML. ML may take reasonable time to check credit and retains the right not to accept this contract. If ML has executed contract prior to acceptance by Customer, such execution shall be deemed null and void by ML without notice, if not accepted by Customer and delivered to ML within fifteen (15) days after execution by ML.
9. **CANCELLATION AND REFUND.** In the event of termination of the contract agreement between ML and the MoDOT, all unexpired portions of such advertising agreement shall be subject to cancellation and refund by ML of any unearned, prepaid charge.
10. **SEVERABILITY.** This contract is to be governed by and construed according to the laws of the State of Missouri. Any provision of this contract which is prohibited or un-enforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or un-enforceability without invalidating the remaining provisions hereof, and any such prohibition of un-enforceability in any jurisdiction shall not invalidate or render un-enforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Customer hereby waives any provision of law which renders any provision hereof prohibitive or un-enforceable in any respect.
11. **UNCONTROLLABLE DELAYS AND INTERRUPTIONS TO SERVICE.** ML shall not be liable for loss or damage on account of delay(s) due to inclement weather, fire, or other casualty loss, strikes, governmental laws, rules, or regulations, act of Providence, or any other reason not in ML's control. In the event ML is responsible for a delay or interruption, ML may either issue necessary credit(s) or extend the contract beyond its termination date to make up for the delay or interruption. In the event any of the locations covered by this contract become so impaired as to permanently destroy the advertising value, Customer may delete such location from this contract. In either case, Customer shall be given credit pro rata, for the deleted location, and it shall have no further rights against ML.
12. **DEFAULT.** Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of ML, and unless same is promptly paid, ML may, at its option, discontinue, without notice, the service contracted for herein provided, however, that such discontinuance shall not relieve Customer of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1-1/2% per month. In addition, Customer shall pay ML all costs and expenses of exercising its right under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00 whichever is greater.
13. **TERMINATION FOR DEFAULT.** The contract will be terminated and Customer's business signs will be removed for default if the commercial establishment ceases to exist; is found in non-compliance with eligibility or other criteria and all corrections are not made within ten (10) business days of written notice; non payment of invoice within thirty (30) days of due date; is in default of any liability, obligation, covenant, warranties or certification made by the Commercial Establishment and continuance of such default for ten (10) days after receiving written notice. If a participating business is found in non-compliance a second occasion, the contract will be immediately terminated and the business signs shall be removed from the Logo Signs and returned to the business. The business will not be allowed to reapply for two (2) years.
14. It is recognized by both parties that it may be necessary for the MoDOT from time to time to temporarily close various portions and interchanges of the interstate highway for the purposes of maintenance or reconstruction. In the event that such closures or detours affect sections of the interstate system where Logo Signs have been installed, the Customer shall have no claim whatsoever against the MoDOT or ML for disruption of signing and/or access resulting from these closures, or damages (when actual or consequential) arising therefrom.

Missouri Logos

LOGO ORDER AGREEMENT

3218 Emerald Lane Suite A

Jefferson City, MO 65109

(800) 666-3514 (573) 893-6662 (573) 893-7148 Fax

Invoice Number: 25150

MAINLINES	# OF COLORS	COST
48" x 36"	1	225.00
48" x 36"	2	320.00
48" x 36"	3	375.00
48" x 36"	4	450.00

RAMPS TBS	# OF COLORS	COST
24" x 18"	1	137.00
24" x 18"	2	181.00
24" x 18"	3	244.00
24" x 18"	4	300.00

NOTE: There will be an additional charge of \$50.00 for each color over 4.

Business Location: Interstate 1035 Exit No. 016 Service: Gas Date: 8/4/2014

Address: #Error

			<u>QUANTITY ORDERED</u>	<u>PRICE</u>	<u>AMOUNT</u>
Advertiser:	<u>Phillips 66 Diesel</u>	2	# Mainline	\$320.00 /ea	\$640.00
Number of Colors:	2	2	# Ramp	\$181.00 /ea	\$362.00
Contract #:	865150	0	# Trailblazers	\$181.00 /ea	\$0.00
Customer Advertiser Number:			Subtotal:		\$1,002.00
Market Code:	275		Tax:		\$77.40
Art Design Title No:	MO-3521		Installation:		\$200.00
Account Executive:	Ron Young		Freight:		\$50.00

BILLING INFORMATION:

Gas Mart USA

Mr. Leroy Stocks

10777 Berkley Ste 200

Overland Park, KS 66211

TOTAL: \$1,329.40

Please remit LOA, signed artwork, and SEPARATE CHECK PAYABLE TO MISSOURI LOGOS for the total amount to the above address. All of the above are needed to begin production. Upon receipt of the above, Missouri Logos will have logos produced and ready to install, if on existing signs, in 60 days.

Acknowledgement _____



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66 DIESEL

INVOICE NO: 105635428

INVOICE DATE: 12/25/2014

LOGO CUSTOMER NO: 49370

DUE DATE: 01/24/2015

LOGO CONTRACT NO: 2303655

MARKET / LOCATION	PANEL NUMBER	MEDIA TYPE	AMOUNT
275 - I 035 016 HIGHWAY 152 KC, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 12/25/2014 DESIGN: MO-3521 LOGOS FREIGHT INSTALL		LOGOPLATES LOGOINSTALLATIONS	1,002.00 50.00 200.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX	AMOUNT
42.33	15.03	20.04	1,329.40

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105635428000001329408

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
1,329.40
US DOLLARS

Office Use Only
105635428
49370-14
12/25/2014

MAIL
PAYMENT ☐ TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66 DIESEL

INVOICE NO: 105707262

INVOICE DATE: 01/21/2015

LOGO CUSTOMER NO: 49370

DUE DATE: 02/22/2015

LOGO CONTRACT NO: 2303655

MARKET / LOCATION	PANEL NUMBER	MEDIA TYPE	AMOUNT
275 - I 035 016 HIGHWAY 152 KC, MO (ZZZZ065)			
465-MISSOURI LOGOS			
SERVICE DATES: 01/21/2015 TO 01/31/2015			
I35 N 16 CG(MC6)1	49101	MAINLINES	45.20
I35 S 16 CG(MC6)1	49111	MAINLINES	45.21
I35 N 16 G(R3)8	16271	RAMPS	0.00
I35 S 16 G(R3)8	16281	RAMPS	0.00
	Total Logos: 4		
STATE TAX	COUNTY or PARISH TAX	CITY TAX	AMOUNT
0.00	0.00	0.00	90.41

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105707262000000090415

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
90.41
US DOLLARS

Office Use Only
105707262
49370-14
01/23/2015

MAIL
PAYMENT ☐ TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66 DIESEL

INVOICE NO: 105730560
INVOICE DATE: 02/01/2015
DUE DATE: 03/03/2015

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303655

MARKET / LOCATION			PANEL NUMBER	MEDIA TYPE	AMOUNT
275 - I 035 016 HIGHWAY 152 KC, MO (ZZZZ065)					
465-MISSOURI LOGOS					
SERVICE DATES: 02/01/2015 TO 06/30/2015					
I35 N 16 CG(MC6)1			49101	MAINLINES	625.00
I35 S 16 CG(MC6)1			49111	MAINLINES	625.00
I35 N 16 G(R3)8			16271	RAMPS	0.00
I35 S 16 G(R3)8			16281	RAMPS	0.00
Total Logos: 4					
STATE TAX			COUNTY or PARISH TAX		CITY TAX
0.00			0.00		0.00
					1,250.00

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105730560000001250000

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
1,250.00
US DOLLARS

Office Use Only
105730560
49370-14
02/01/2015

MAIL
PAYMENT 
TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!

**PARTICIPATION AGREEMENT (CONTRACT)
MISSOURI LOGO SIGN PROGRAM**

Missouri Logos, L.L.C.
3218 Emerald Lane, Suite A
Jefferson City, MO 65109

Date: 8/4/2014
Contract Number: 2303608 865313
CA #: 49370-013

Customer Name: Gas Mart USA
Billing Address: 10777 Berkley Ste 200
City, State, Zip Code: Overland Park, KS 66211
Contact Person: Leroy Stocks
Phone Number: 913-599-5800
E-Mail: lstocks@gasmartusa.com

Advertiser: Phillips 66 Diesel
Physical Address: 6316 Hwy 9 N
City, State, Zip Code: Parkville, MO 64152 # 107
Contact Person: Lacinda Rainer
Phone Number: (816) 741-5731
Website: www.gasmartusa.com
Location Number: 107

Customer hereby authorizes and instructs Missouri Logos, L.L.C. (ML) to install and maintain business signs ("logos") as described below for a period through June 30, 2015, commencing on or about installation of logo signs.

Route	Exit	Traffic Direction	Type of Service	Mainline Sign	Ramp Sign	Trailblazer Sign	PRICE PER YEAR
I 029	005	North		1	1		\$1,500.00
I 029	005	South	Gas	1	1		\$1,500.00
Market Code: 257				2	2	0	\$3,000.00

Customer shall supply its business signs to ML within 45 days of executing this agreement. If specific service panels must be erected, ML shall install the business signs when the specific service panels are erected, provided ML is in receipt of the business signs at the time of the panel erection. An installation fee of \$50.00 per sign/per occurrence is required for business sign installation, replacement and or/removal.

Customer understands that ML will install and maintain business signs in accordance with ML's contract with Missouri Department of Transportation (MoDOT) under the State's Logo Sign Program. Customer further hereby agrees, notwithstanding anything contained herein to the contrary, that in the event ML's contract with MoDOT is terminated for any reason, then this contract shall immediately terminate upon written notice to the Customer. Upon such termination, all unpaid amounts due Customer to ML shall be immediately due and payable.

Customer represents and warrants that it is, and will continue to be during the term of this contract and any extensions thereof, a motorist service establishment that provides Gas, Food, Lodging, Camping, Attraction or 24 Hour Pharmacy services, with all facilities required for participation in the State's Logos Sign Program as outlined in MoDOT's Rules and Regulations pertaining to the State's Logo Sign Program. The Customer also agrees that it fully understands the eligibility requirements. During the term of this contract and any renewal contract, Customer agrees that ML or MoDOT personnel may inspect the Customer's business for compliance with the Participation Criteria and the Rules and Regulations of the Program.

A business participating subject to qualification by variance (partially qualified) may remain on the logo panels as long as there is space available. Fully qualified (non-variance) businesses have priority over the businesses which qualify by variance and can replace the "partially" qualified business on the anniversary date of the contract. The Customer will be notified, in writing, and as far in advance as practical, as to why the business is being removed from the Program.

In consideration of the herein described service, Customer hereby promises and agrees to pay ML at the rate of \$3,000.00 (annually) beginning on the commencement date of the contract. The initial annual participation fee will be prorated for the period from installation through June 30, 2015. Billing will be rendered annually and must be paid within thirty (30) days of receipt. This contract is signed and accepted subject to the guidelines, rules, and regulations, contained in the MoDOT's Rules and regulations pertaining to the State's Logo Sign Program.

Accepted this _____ day of _____ 20____

Accepted this 12 day of Aug 20 14

Customer: Gas Mart USA

By: Missouri Logos, L.L.C.

By: _____

By: [Signature]
Missouri Logos, L.L.C. (General Manager)

Print Name: [Signature] (Name)
[Signature] (Title)

Standard Conditions

1. **CLARIFICATION OF TERMS OF THE CONTRACT.** The terms of Missouri Logos, LLC (ML) and "Customer" when used herein shall include either singular or plural, masculine or feminine as the case may be; and the provisions of this contract shall bind the parties mutually and their heirs, executors, administrators, successors, and assigns. The agent, officer or employee of Customer who has executed this contract hereby represents that he is duly authorized to make this contract on behalf of the Customer. Whenever "ML" is used in this contract it shall refer to Missouri Logos, LLC, a subsidiary of Interstate Logos, LLC. "Business Sign" means separately attached sign mounted on a rectangular Specific Service (Logo) Sign to show the name, brand, symbol, logo, trademark, or combination of these for the Customer's motorists service available on a crossroad at or near an interchange or intersection maintained by ML in accordance with its contract with the MoDOT.
2. **THIS CONTRACT.** Front and back, constitutes the entire agreement between Customer and ML. ML shall not be bound by any stipulation, condition, or agreement, not set forth herein. Waiver by ML of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
3. **SIGNS FURNISHED.** It is the Customer's responsibility, at its expense, to provide business mainline and ramp sign(s) for this contract in accordance with the specifications of ML and the MoDOT. If ML is to furnish business signs for Customer, Customer will be charged a fee for manufacturing. The business sign may consist of Customer's name, trademark or symbol, providing it does not resemble any traffic sign, symbol, or device. The Customer will always retain ownership of the individual business signs in the event that the State's Logo Sign Program is terminated.
4. **ART WORK.** If ML is requested by Customer to submit art work, then art work submitted by ML shall be approved or substitute art work shall be furnished by Customer within ten (10) days after submission. In case of default in furnishing or approval of art work by Customer, then commencement of service shall be deemed to occur on the dates on which the various spaces are available for service. Customer warrants that approved art work does not infringe upon any trademark or copyright, state or federal. Customer agrees to defend, indemnify, and hold ML and the MoDOT free and harmless from any and all lost liability, claims and demands, including attorney's fees, arising out of the character, contents, or subject matter of any design displayed pursuant to this contract. ML reserves the right to reject any design or logo not acceptable to the MoDOT.
5. **MAINTENANCE AND REPAIRS.** ML will inspect the business signs and Logo Signs at reasonable intervals. ML shall be responsible for regular cleaning of the business signs and Logo Signs. Customer shall promptly notify ML of any damage to or disrepair of the Logo Sign and ML shall promptly notify Customer of any damage to or disrepair of Customer's business signs. Upon notice from ML that repairs to a business sign are necessary, Customer shall contract with ML to perform installation, removal, or replacement due to theft, vandalism, natural deterioration or other damage. Such repairs, removal, reinstallation, and replacement will be at Customer's expense.
6. **CUSTOMER** represents and warrants that it is, and will continue at all times during this contract, to be in conformity with all Federal and State laws including those requiring Customer to provide its services without regard to race, color, sex, religion, age or national origin.
7. **COMMENCEMENT OF CONTRACT.** The initial commencement date for service is the actual date of completion of installation.
8. **ACCEPTANCE OF CONTRACT.** This contract shall become binding upon execution of a duly authorized officer or agent of Customer and acceptance by an officer of ML. ML may take reasonable time to check credit and retains the right not to accept this contract. If ML has executed contract prior to acceptance by Customer, such execution shall be deemed null and void by ML without notice, if not accepted by Customer and delivered to ML within fifteen (15) days after execution by ML.
9. **CANCELLATION AND REFUND.** In the event of termination of the contract agreement between ML and the MoDOT, all unexpired portions of such advertising agreement shall be subject to cancellation and refund by ML of any unearned, prepaid charge.
10. **SEVERABILITY.** This contract is to be governed by and construed according to the laws of the State of Missouri. Any provision of this contract which is prohibited or un-enforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or un-enforceability without invalidating the remaining provisions hereof, and any such prohibition of un-enforceability in any jurisdiction shall not invalidate or render un-enforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Customer hereby waives any provision of law which renders any provision hereof prohibitive or un-enforceable in any respect.
11. **UNCONTROLLABLE DELAYS AND INTERRUPTIONS TO SERVICE.** ML shall not be liable for loss or damage on account of delay(s) due to inclement weather, fire, or other casualty loss, strikes, governmental laws, rules, or regulations, act of Providence, or any other reason not in ML's control. In the event ML is responsible for a delay or interruption, ML may either issue necessary credit(s) or extend the contract beyond its termination date to make up for the delay or interruption. In the event any of the locations covered by this contract become so impaired as to permanently destroy the advertising value, Customer may delete such location from this contract. In either case, Customer shall be given credit pro rata, for the deleted location, and it shall have no further rights against ML.
12. **DEFAULT.** Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of ML, and unless same is promptly paid, ML may, at its option, discontinue, without notice, the service contracted for herein provided, however, that such discontinuance shall not relieve Customer of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1-1/2% per month. In addition, Customer shall pay ML all costs and expenses of exercising its right under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00 whichever is greater.
13. **TERMINATION FOR DEFAULT.** The contract will be terminated and Customer's business signs will be removed for default if the commercial establishment ceases to exist; is found in non-compliance with eligibility or other criteria and all corrections are not made within ten (10) business days of written notice; non payment of invoice within thirty (30) days of due date; is in default of any liability, obligation, covenant, warranties or certification made by the Commercial Establishment and continuance of such default for ten (10) days after receiving written notice. If a participating business is found in non-compliance a second occasion, the contract will be immediately terminated and the business signs shall be removed from the Logo Signs and returned to the business. The business will not be allowed to reapply for two (2) years.
14. It is recognized by both parties that it may be necessary for the MoDOT from time to time to temporarily close various portions and interchanges of the interstate highway for the purposes of maintenance or reconstruction. In the event that such closures or detours affect sections of the interstate system where Logo Signs have been installed, the Customer shall have no claim whatsoever against the MoDOT or ML for disruption of signing and/or access resulting from these closures, or damages (when actual or consequential) arising therefrom.

Missouri Logos

LOGO ORDER AGREEMENT

3218 Emerald Lane Suite A

Jefferson City, MO 65109

(800) 666-3514 (573) 893-6662 (573) 893-7148 Fax

Invoice Number: 25313

MAINLINES	# OF COLORS	COST
48" x 36"	1	225.00
48" x 36"	2	320.00
48" x 36"	3	375.00
48" x 36"	4	450.00

RAMPS TBS	# OF COLORS	COST
24" x 18"	1	137.00
24" x 18"	2	181.00
24" x 18"	3	244.00
24" x 18"	4	300.00

NOTE: There will be an additional charge of \$50.00 for each color over 4.

Business Location: Interstate 1029 Exit No. 005 Service: Gas Date: 8/4/2014

Address: #Error

		QUANTITY ORDERED		PRICE	AMOUNT
Advertiser:	Phillips 66 Diesel	2	# Mainline	\$320.00 /ea	\$640.00
Number of Colors:	2	2	# Ramp	\$181.00 /ea	\$362.00
Contract #:	865313	0	# Trailblazers	\$181.00 /ea	\$0.00
Customer Advertiser Number:			Subtotal:		\$1,002.00
Market Code:	257		Tax:		\$77.40
Art Design Title No:	MO-3521		Installation:		\$200.00
Account Executive:	Ron Young		Freight:		\$50.00

BILLING INFORMATION:

Gas Mart USA

Mr. Leroy Stocks

10777 Berkley Ste 200

Overland Park, KS 66211

TOTAL: \$1,329.40

Please remit LOA, signed artwork, and SEPARATE CHECK PAYABLE TO MISSOURI LOGOS for the total amount to the above address. All of the above are needed to begin production. Upon receipt of the above, Missouri Logos will have logos produced and ready to install, if on existing signs, in 60 days.

Acknowledgement



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66 DIESEL

INVOICE NO: 105722672

INVOICE DATE: 01/21/2015

LOGO CUSTOMER NO: 49370

DUE DATE: 02/25/2015

LOGO CONTRACT NO: 2303608

MARKET / LOCATION	PANEL NUMBER	MEDIA TYPE	AMOUNT
257 - I 029 005 NORTHWEST 64TH KC, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 01/21/2015 TO 01/31/2015 I29 N 5 G(M3)4 I29 S 5 F(M6)3 I 029 S 005 GF(R6)8 I29 S 5 F(R6)7	49141 49174 18935 18956 Total Logos: 4	MAINLINES MAINLINES RAMPS RAMPS	45.21 45.20 0.00 0.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX	AMOUNT
0.00	0.00	0.00	90.41

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105722672000000090413

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
90.41
US DOLLARS

Office Use Only
105722672
49370-13
01/26/2015

MAIL
PAYMENT 
TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66 DIESEL

INVOICE NO: 105730556

INVOICE DATE: 02/01/2015

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303608

DUE DATE: 03/03/2015

MARKET / LOCATION	PANEL NUMBER	MEDIA TYPE	AMOUNT
257 - I 029 005 NORTHWEST 64TH KC, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 02/01/2015 TO 06/30/2015 I29 N 5 G(M3)4 I29 S 5 F(M6)3 I 029 S 005 GF(R6)8 I29 S 5 F(R6)7	49141 49174 18935 18956 Total Logos: 4	MAINLINES MAINLINES RAMPS RAMPS	625.00 625.00 0.00 0.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX	AMOUNT
0.00	0.00	0.00	1,250.00

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105730556000001250004

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
1,250.00
US DOLLARS

Office Use Only
105730556
49370-13
02/01/2015

MAIL
PAYMENT TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

Page 1 of 1

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!

PARTICIPATION AGREEMENT (CONTRACT)
MISSOURI LOGO SIGN PROGRAM

Missouri Logos, L.L.C.
3218 Emerald Lane, Suite A
Jefferson City, MO 65109

Date: 8/4/2014
Contract Number: 2303597 865155
CA #: 49370-012

Customer Name: Gas Mart USA
Billing Address: 10777 Berkley Ste 200
City, State, Zip Code: Overland Park, KS 66211
Contact Person: Leroy Stocks
Phone Number: 913-599-5800
E-Mail: lstocks@gasmartusa.com

Advertiser: Phillips 66
Physical Address: 4208 S Noland Rd
City, State, Zip Code: Independence, MO 64055 #129
Contact Person: Patty Harman
Phone Number: (816) 373-8608
Website: www.gasmartusa.com
Location Number: 129

Customer hereby authorizes and instructs Missouri Logos, L.L.C. (ML) to install and maintain business signs ("logos") as described below for a period through June 30, 2015, commencing on or about installation of logo signs.

Route	Exit	Traffic Direction	Type of Service	Mainline Sign	Ramp Sign	Trailblazer Sign	PRICE PER YEAR
I 070	012	East		1	1		\$1,500.00
I 070	012	West	Gas	1	1		\$1,500.00
Market Code: 034				2	2	0	\$3,000.00

Customer shall supply its business signs to ML within 45 days of executing this agreement. If specific service panels must be erected, ML shall install the business signs when the specific service panels are erected, provided ML is in receipt of the business signs at the time of the panel erection. An installation fee of \$50.00 per sign/per occurrence is required for business sign installation, replacement and or/removal.

Customer understands that ML will install and maintain business signs in accordance with ML's contract with Missouri Department of Transportation (MoDOT) under the State's Logo Sign Program. Customer further hereby agrees, notwithstanding anything contained herein to the contrary, that in the event ML's contract with MoDOT is terminated for any reason, then this contract shall immediately terminate upon written notice to the Customer. Upon such termination, all unpaid amounts due Customer to ML shall be immediately due and payable.

Customer represents and warrants that it is, and will continue to be during the term of this contract and any extensions thereof, a motorist service establishment that provides Gas, Food, Lodging, Camping, Attraction or 24 Hour Pharmacy services, with all facilities required for participation in the State's Logos Sign Program as outlined in MoDOT's Rules and Regulations pertaining to the State's Logo Sign Program. The Customer also agrees that it fully understands the eligibility requirements. During the term of this contract and any renewal contract, Customer agrees that ML or MoDOT personnel may inspect the Customer's business for compliance with the Participation Criteria and the Rules and Regulations of the Program.

A business participating subject to qualification by variance (partially qualified) may remain on the logo panels as long as there is space available. Fully qualified (non-variance) businesses have priority over the businesses which qualify by variance and can replace the "partially" qualified business on the anniversary date of the contract. The Customer will be notified, in writing, and as far in advance as practical, as to why the business is being removed from the Program.

In consideration of the herein described service, Customer hereby promises and agrees to pay ML at the rate of \$3,000.00 (annually) beginning on the commencement date of the contract. The initial annual participation fee will be prorated for the period from installation through June 30, 2015. Billing will be rendered annually and must be paid within thirty (30) days of receipt. This contract is signed and accepted subject to the guidelines, rules, and regulations, contained in the MoDOT's Rules and regulations pertaining to the State's Logo Sign Program.

Accepted this _____ day of _____ 20____

Accepted this _____ day of _____ 20____

Customer: _____

By: Missouri Logos, L.L.C.

By: _____

By: _____
Missouri Logos, L.L.C. (General Manager)

Print Name: _____
(Name) (Title)

Standard Conditions

1. **CLARIFICATION OF TERMS OF THE CONTRACT.** The terms of Missouri Logos, LLC (ML) and "Customer" when used herein shall include either singular or plural, masculine or feminine as the case may be; and the provisions of this contract shall bind the parties mutually and their heirs, executors, administrators, successors, and assigns. The agent, officer or employee of Customer who has executed this contract hereby represents that he is duly authorized to make this contract on behalf of the Customer. Whenever "ML" is used in this contract it shall refer to Missouri Logos, LLC, a subsidiary of Interstate Logos, LLC. "Business Sign" means separately attached sign mounted on a rectangular Specific Service (Logo) Sign to show the name, brand, symbol, logo, trademark, or combination of these for the Customer's motorists service available on a crossroad at or near an interchange or intersection maintained by ML in accordance with its contract with the MoDOT.
2. **THIS CONTRACT.** Front and back, constitutes the entire agreement between Customer and ML. ML shall not be bound by any stipulation, condition, or agreement, not set forth herein. Waiver by ML of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
3. **SIGNS FURNISHED.** It is the Customer's responsibility, at its expense, to provide business mainline and ramp sign(s) for this contract in accordance with the specifications of ML and the MoDOT. If ML is to furnish business signs for Customer, Customer will be charged a fee for manufacturing. The business sign may consist of Customer's name, trademark or symbol, providing it does not resemble any traffic sign, symbol, or device. The Customer will always retain ownership of the individual business signs in the event that the State's Logo Sign Program is terminated.
4. **ART WORK.** If ML is requested by Customer to submit art work, then art work submitted by ML shall be approved or substitute art work shall be furnished by Customer within ten (10) days after submission. In case of default in furnishing or approval of art work by Customer, then commencement of service shall be deemed to occur on the dates on which the various spaces are available for service. Customer warrants that approved art work does not infringe upon any trademark or copyright, state or federal. Customer agrees to defend, indemnify, and hold ML and the MoDOT free and harmless from any and all lost liability, claims and demands, including attorney's fees, arising out of the character, contents, or subject matter of any design displayed pursuant to this contract. ML reserves the right to reject any design or logo not acceptable to the MoDOT.
5. **MAINTENANCE AND REPAIRS.** ML will inspect the business signs and Logo Signs at reasonable intervals. ML shall be responsible for regular cleaning of the business signs and Logo Signs. Customer shall promptly notify ML of any damage to or disrepair of the Logo Sign and ML shall promptly notify Customer of any damage to or disrepair of Customer's business signs. Upon notice from ML that repairs to a business sign are necessary, Customer shall contract with ML to perform installation, removal, or replacement due to theft, vandalism, natural deterioration or other damage. Such repairs, removal, reinstallation, and replacement will be at Customer's expense.
6. **CUSTOMER** represents and warrants that it is, and will continue at all times during this contract, to be in conformity with all Federal and State laws including those requiring Customer to provide its services without regard to race, color, sex, religion, age or national origin.
7. **COMMENCEMENT OF CONTRACT.** The initial commencement date for service is the actual date of completion of installation.
8. **ACCEPTANCE OF CONTRACT.** This contract shall become binding upon execution of a duly authorized officer or agent of Customer and acceptance by an officer of ML. ML may take reasonable time to check credit and retains the right not to accept this contract. If ML has executed contract prior to acceptance by Customer, such execution shall be deemed null and void by ML without notice, if not accepted by Customer and delivered to ML within fifteen (15) days after execution by ML.
9. **CANCELLATION AND REFUND.** In the event of termination of the contract agreement between ML and the MoDOT, all unexpired portions of such advertising agreement shall be subject to cancellation and refund by ML of any unearned, prepaid charge.
10. **SEVERABILITY.** This contract is to be governed by and construed according to the laws of the State of Missouri. Any provision of this contract which is prohibited or un-enforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or un-enforceability without invalidating the remaining provisions hereof, and any such prohibition of un-enforceability in any jurisdiction shall not invalidate or render un-enforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Customer hereby waives any provision of law which renders any provision hereof prohibitive or un-enforceable in any respect.
11. **UNCONTROLLABLE DELAYS AND INTERRUPTIONS TO SERVICE.** ML shall not be liable for loss or damage on account of delay(s) due to inclement weather, fire, or other casualty loss, strikes, governmental laws, rules, or regulations, act of Providence, or any other reason not in ML's control. In the event ML is responsible for a delay or interruption, ML may either issue necessary credit(s) or extend the contract beyond its termination date to make up for the delay or interruption. In the event any of the locations covered by this contract become so impaired as to permanently destroy the advertising value, Customer may delete such location from this contract. In either case, Customer shall be given credit pro rata, for the deleted location, and it shall have no further rights against ML.
12. **DEFAULT.** Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of ML, and unless same is promptly paid, ML may, at its option, discontinue, without notice, the service contracted for herein provided, however, that such discontinuance shall not relieve Customer of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1-1/2% per month. In addition, Customer shall pay ML all costs and expenses of exercising its right under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00 whichever is greater.
13. **TERMINATION FOR DEFAULT.** The contract will be terminated and Customer's business signs will be removed for default if the commercial establishment ceases to exist; is found in non-compliance with eligibility or other criteria and all corrections are not made within ten (10) business days of written notice; non payment of invoice within thirty (30) days of due date; is in default of any liability, obligation, covenant, warranties or certification made by the Commercial Establishment and continuance of such default for ten (10) days after receiving written notice. If a participating business is found in non-compliance a second occasion, the contract will be immediately terminated and the business signs shall be removed from the Logo Signs and returned to the business. The business will not be allowed to reapply for two (2) years.
14. It is recognized by both parties that it may be necessary for the MoDOT from time to time to temporarily close various portions and interchanges of the interstate highway for the purposes of maintenance or reconstruction. In the event that such closures or detours affect sections of the interstate system where Logo Signs have been installed, the Customer shall have no claim whatsoever against the MoDOT or ML for disruption of signing and/or access resulting from these closures, or damages (when actual or consequential) arising therefrom.

Missouri Logos

LOGO ORDER AGREEMENT

3218 Emerald Lane Suite A

Jefferson City, MO 65109

(800) 666-3514 (573) 893-6662 (573) 893-7148 Fax

Invoice Number: 25155

MAINLINES	# OF COLORS	COST
48" x 36"	1	225.00
48" x 36"	2	320.00
48" x 36"	3	375.00
48" x 36"	4	450.00

RAMPS TBS	# OF COLORS	COST
24" x 18"	1	137.00
24" x 18"	2	181.00
24" x 18"	3	244.00
24" x 18"	4	300.00

NOTE: There will be an additional charge of \$50.00 for each color over 4.

Business Location: Interstate I 070 Exit No. 012 Service: Gas Date: 8/4/2014

Address: #Error

			<u>QUANTITY ORDERED</u>	<u>PRICE</u>	<u>AMOUNT</u>
Advertiser:	<u>Phillips 66</u>	2	# Mainline	\$320.00 /ea	\$640.00
Number of Colors:	2	2	# Ramp	\$181.00 /ea	\$362.00
Contract #:	865155	0	# Trailblazers	\$181.00 /ea	\$0.00
Customer Advertiser Number:			Subtotal:		\$1,002.00
Market Code:	034		Tax:		\$77.40
Art Design Title No:	MO-3940		Installation:		\$200.00
Account Executive:	Ron Young		Freight:		\$50.00

BILLING INFORMATION:

Gas Mart USA

Mr. Leroy Stocks

10777 Berkley Ste 200

Overland Park, KS 66211

TOTAL: \$1,329.40

Please remit LOA, signed artwork, and SEPARATE CHECK PAYABLE TO MISSOURI LOGOS for the total amount to the above address. All of the above are needed to begin production. Upon receipt of the above, Missouri Logos will have logos produced and ready to install, if on existing signs, in 60 days.

Acknowledgement _____



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66

INVOICE NO: 105722671

INVOICE DATE: 01/21/2015

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303597

DUE DATE: 02/25/2015

MARKET / LOCATION	PANEL NUMBER	MEDIA TYPE	AMOUNT
34 - I 070 012 NOLAND ROAD INDEPE, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 01/21/2015 TO 01/31/2015 I70 W 12 G(M6)4 I70 E 12 G(M6)4 I70 W 12 G(R6)8 I70 E 12 G(R6)8	42461 42471 11841 11851 Total Logos: 4	MAINLINES MAINLINES RAMPS RAMPS	45.21 45.20 0.00 0.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX	AMOUNT
0.00	0.00	0.00	90.41

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105722671000000090412

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE

90.41

US DOLLARS

Office Use Only
105722671
49370-12
01/26/2015

MAIL
PAYMENT ☐ TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66

INVOICE NO: 105730554

INVOICE DATE: 02/01/2015

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303597

DUE DATE: 03/03/2015

MARKET / LOCATION			PANEL NUMBER	MEDIA TYPE	AMOUNT
34 - I 070 012 NOLAND ROAD INDEPE, MO (ZZZZ065)					
465-MISSOURI LOGOS					
SERVICE DATES: 02/01/2015 TO 06/30/2015					
I70 W 12 G(M6)4			42461	MAINLINES	625.00
I70 E 12 G(M6)4			42471	MAINLINES	625.00
I70 W 12 G(R6)8			11841	RAMPS	0.00
I70 E 12 G(R6)8			11851	RAMPS	0.00
			Total Logos: 4		
STATE TAX			COUNTY or PARISH TAX		AMOUNT
0.00			CITY TAX		1,250.00
0.00					

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105730554000001250002

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE

1,250.00

US DOLLARS

Office Use Only

105730554

49370-12

02/01/2015

MAIL
PAYMENT 
TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!

PARTICIPATION AGREEMENT (CONTRACT) MISSOURI LOGO SIGN PROGRAM

Missouri Logos, L.L.C.
3218 Emerald Lane, Suite A
Jefferson City, MO 65109

Date: 8/4/2014
Contract Number: 2303592 ~~865153~~
CA #: 49370-011

Customer Name: Gas Mart USA
Billing Address: 10777 Berkley Ste 200
City, State, Zip Code: Overland Park, KS 66211
Contact Person: Leroy Stocks
Phone Number: 913-599-5800
E-Mail: lstocks@gasmartusa.com

Advertiser: Phillips 66
Physical Address: 6903 Blue Ridge Blvd
City, State, Zip Code: Raytown, MO 64138 #121
Contact Person: Mike Chambers
Phone Number: (816) 358-8262
Website: www.gasmartusa.com
Location Number: 121

Customer hereby authorizes and instructs Missouri Logos, L.L.C. (ML) to install and maintain business signs ("logos") as described below for a period through June 30, 2015, commencing on or about installation of logo signs.

Route	Exit	Traffic Direction	Type of Service	Mainline Sign	Ramp Sign	Trailblazer Sign	PRICE PER YEAR
I 435	066 A	North	Gas	I	I		\$1,500.00
Market Code: 241				I	I	I	\$1,500.00

A one-time fee of \$200.00 will be charged per trailblazer.

Customer shall supply its business signs to ML within 45 days of executing this agreement. If specific service panels must be erected, ML shall install the business signs when the specific service panels are erected, provided ML is in receipt of the business signs at the time of the panel erection. An installation fee of \$50.00 per sign/per occurrence is required for business sign installation, replacement and or removal.

Customer understands that ML will install and maintain business signs in accordance with ML's contract with Missouri Department of Transportation (MoDOT) under the State's Logo Sign Program. Customer further hereby agrees, notwithstanding anything contained herein to the contrary, that in the event ML's contract with MoDOT is terminated for any reason, then this contract shall immediately terminate upon written notice to the Customer. Upon such termination, all unpaid amounts due Customer to ML shall be immediately due and payable.

Customer represents and warrants that it is, and will continue to be during the term of this contract and any extensions thereof, a motorist service establishment that provides Gas, Food, Lodging, Camping, Attraction or 24 Hour Pharmacy services, with all facilities required for participation in the State's Logos Sign Program as outlined in MoDOT's Rules and Regulations pertaining to the State's Logo Sign Program. The Customer also agrees that it fully understands the eligibility requirements. During the term of this contract and any renewal contract, Customer agrees that ML or MoDOT personnel may inspect the Customer's business for compliance with the Participation Criteria and the Rules and Regulations of the Program.

A business participating subject to qualification by variance (partially qualified) may remain on the logo panels as long as there is space available. Fully qualified (non-variance) businesses have priority over the businesses which qualify by variance and can replace the "partially" qualified business on the anniversary date of the contract. The Customer will be notified, in writing, and as far in advance as practical, as to why the business is being removed from the Program.

In consideration of the herein described service, Customer hereby promises and agrees to pay ML at the rate of \$1,500.00 (annually) beginning on the commencement date of the contract. The initial annual participation fee will be prorated for the period from installation through June 30, 2015. Billing will be rendered annually and must be paid within thirty (30) days of receipt. This contract is signed and accepted subject to the guidelines, rules, and regulations, contained in the MoDOT's Rules and regulations pertaining to the State's Logo Sign Program.

Accepted this _____ day of _____ 20____

Accepted this 12 day of Aug 20 14

Customer: Gas Mart Usa

By: Missouri Logos, L.L.C.

By: [Signature]

By: [Signature]
Missouri Logos, L.L.C. (General Manager)

Print Name: Diana Gange (Name) CEO (Title)

Standard Conditions

1. **CLARIFICATION OF TERMS OF THE CONTRACT.** The terms of Missouri Logos, LLC (ML) and "Customer" when used herein shall include either singular or plural, masculine or feminine as the case may be; and the provisions of this contract shall bind the parties mutually and their heirs, executors, administrators, successors, and assigns. The agent, officer or employee of Customer who has executed this contract hereby represents that he is duly authorized to make this contract on behalf of the Customer. Whenever "ML" is used in this contract it shall refer to Missouri Logos, LLC, a subsidiary of Interstate Logos, LLC. "Business Sign" means separately attached sign mounted on a rectangular Specific Service (Logo) Sign to show the name, brand, symbol, logo, trademark, or combination of these for the Customer's motorists service available on a crossroad at or near an interchange or intersection maintained by ML in accordance with its contract with the MoDOT.
2. **THIS CONTRACT.** Front and back, constitutes the entire agreement between Customer and ML. ML shall not be bound by any stipulation, condition, or agreement, not set forth herein. Waiver by ML of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
3. **SIGNS FURNISHED.** It is the Customer's responsibility, at its expense, to provide business mainline and ramp sign(s) for this contract in accordance with the specifications of ML and the MoDOT. If ML is to furnish business signs for Customer, Customer will be charged a fee for manufacturing. The business sign may consist of Customer's name, trademark or symbol, providing it does not resemble any traffic sign, symbol, or device. The Customer will always retain ownership of the individual business signs in the event that the State's Logo Sign Program is terminated.
4. **ART WORK.** If ML is requested by Customer to submit art work, then art work submitted by ML shall be approved or substitute art work shall be furnished by Customer within ten (10) days after submission. In case of default in furnishing or approval of art work by Customer, then commencement of service shall be deemed to occur on the dates on which the various spaces are available for service. Customer warrants that approved art work does not infringe upon any trademark or copyright, state or federal. Customer agrees to defend, indemnify, and hold ML and the MoDOT free and harmless from any and all lost liability, claims and demands, including attorney's fees, arising out of the character, contents, or subject matter of any design displayed pursuant to this contract. ML reserves the right to reject any design or logo not acceptable to the MoDOT.
5. **MAINTENANCE AND REPAIRS.** ML will inspect the business signs and Logo Signs at reasonable intervals. ML shall be responsible for regular cleaning of the business signs and Logo Signs. Customer shall promptly notify ML of any damage to or disrepair of the Logo Sign and ML shall promptly notify Customer of any damage to or disrepair of Customer's business signs. Upon notice from ML that repairs to a business sign are necessary, Customer shall contract with ML to perform installation, removal, or replacement due to theft, vandalism, natural deterioration or other damage. Such repairs, removal, reinstallation, and replacement will be at Customer's expense.
6. **CUSTOMER** represents and warrants that it is, and will continue at all times during this contract, to be in conformity with all Federal and State laws including those requiring Customer to provide its services without regard to race, color, sex, religion, age or national origin.
7. **COMMENCEMENT OF CONTRACT.** The initial commencement date for service is the actual date of completion of installation.
8. **ACCEPTANCE OF CONTRACT.** This contract shall become binding upon execution of a duly authorized officer or agent of Customer and acceptance by an officer of ML. ML may take reasonable time to check credit and retains the right not to accept this contract. If ML has executed contract prior to acceptance by Customer, such execution shall be deemed null and void by ML without notice, if not accepted by Customer and delivered to ML within fifteen (15) days after execution by ML.
9. **CANCELLATION AND REFUND.** In the event of termination of the contract agreement between ML and the MoDOT, all unexpired portions of such advertising agreement shall be subject to cancellation and refund by ML of any unearned, prepaid charge.
10. **SEVERABILITY.** This contract is to be governed by and construed according to the laws of the State of Missouri. Any provision of this contract which is prohibited or un-enforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or un-enforceability without invalidating the remaining provisions hereof, and any such prohibition of un-enforceability in any jurisdiction shall not invalidate or render un-enforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Customer hereby waives any provision of law which renders any provision hereof prohibitive or un-enforceable in any respect.
11. **UNCONTROLLABLE DELAYS AND INTERRUPTIONS TO SERVICE.** ML shall not be liable for loss or damage on account of delay(s) due to inclement weather, fire, or other casualty loss, strikes, governmental laws, rules, or regulations, act of Providence, or any other reason not in ML's control. In the event ML is responsible for a delay or interruption, ML may either issue necessary credit(s) or extend the contract beyond its termination date to make up for the delay or interruption. In the event any of the locations covered by this contract become so impaired as to permanently destroy the advertising value, Customer may delete such location from this contract. In either case, Customer shall be given credit pro rata, for the deleted location, and it shall have no further rights against ML.
12. **DEFAULT.** Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of ML, and unless same is promptly paid, ML may, at its option, discontinue, without notice, the service contracted for herein provided, however, that such discontinuance shall not relieve Customer of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1-1/2% per month. In addition, Customer shall pay ML all costs and expenses of exercising its right under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00 whichever is greater.
13. **TERMINATION FOR DEFAULT.** The contract will be terminated and Customer's business signs will be removed for default if the commercial establishment ceases to exist; is found in non-compliance with eligibility or other criteria and all corrections are not made within ten (10) business days of written notice; non payment of invoice within thirty (30) days of due date; is in default of any liability, obligation, covenant, warranties or certification made by the Commercial Establishment and continuance of such default for ten (10) days after receiving written notice. If a participating business is found in non-compliance a second occasion, the contract will be immediately terminated and the business signs shall be removed from the Logo Signs and returned to the business. The business will not be allowed to reapply for two (2) years.
14. It is recognized by both parties that it may be necessary for the MoDOT from time to time to temporarily close various portions and interchanges of the interstate highway for the purposes of maintenance or reconstruction. In the event that such closures or detours affect sections of the interstate system where Logo Signs have been installed, the Customer shall have no claim whatsoever against the MoDOT or ML for disruption of signing and/or access resulting from these closures, or damages (when actual or consequential) arising therefrom.

Missouri Logos

LOGO ORDER AGREEMENT

3218 Emerald Lane Suite A

Jefferson City, MO 65109

(800) 666-3514 (573) 893-6662 (573) 893-7148 Fax

Invoice Number: 25153

MAINLINES	# OF COLORS	COST
48" x 36"	1	225.00
48" x 36"	2	320.00
48" x 36"	3	375.00
48" x 36"	4	450.00

RAMPS TBS	# OF COLORS	COST
24" x 18"	1	137.00
24" x 18"	2	181.00
24" x 18"	3	244.00
24" x 18"	4	300.00

NOTE: There will be an additional charge of \$50.00 for each color over 4.

Business Location: Interstate 1435 **Exit No.** 066 **Service:** Gas **Date:** 8/4/2014

Address: #Error

		<u>QUANTITY ORDERED</u>	<u>PRICE</u>	<u>AMOUNT</u>
Advertiser: <u>Phillips 66</u>	1	# Mainline	\$320.00 /ea	<u>\$320.00</u>
Number of Colors: 2	1	# Ramp	\$181.00 /ea	<u>\$181.00</u>
Contract #: 865153	1	# Trailblazers	\$181.00 /ea	<u>\$181.00</u>
Customer Advertiser Number:			Subtotal:	<u>\$682.00</u>
Market Code: 241			Tax:	<u>\$52.68</u>
Art Design Title No: MO-3940			Installation:	<u>\$100.00</u>
Account Executive: Ron Young			Freight:	<u>\$50.00</u>

BILLING INFORMATION:

Gas Mart USA

Mr. Leroy Stocks

10777 Berkley Ste 200

Overland Park, KS 66211

TOTAL: \$884.68

Please remit LOA, signed artwork, and SEPARATE CHECK PAYABLE TO MISSOURI LOGOS for the total amount to the above address. All of the above are needed to begin production. Upon receipt of the above, Missouri Logos will have logos produced and ready to install, if on existing signs, in 60 days.

Acknowledgement _____



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66

INVOICE NO: 105635418

INVOICE DATE: 12/25/2014

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303592

DUE DATE: 01/24/2015

MARKET / LOCATION	PANEL NUMBER	MEDIA TYPE	AMOUNT
241 - I 435 066A BLUE PARKWAY KC, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 12/25/2014 DESIGN: MO-3940 LOGOS FREIGHT INSTALL		LOGOPLATES LOGOINSTALLATIONS	682.00 50.00 100.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX	AMOUNT
28.81	10.23	13.64	884.68

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105635418000000884689

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
884.68
US DOLLARS

Office Use Only
105635418
49370-11
12/25/2014

MAIL
PAYMENT 
TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66

INVOICE NO: 105722670

INVOICE DATE: 01/22/2015

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303592

DUE DATE: 02/25/2015

MARKET / LOCATION	PANEL NUMBER	MEDIA TYPE	AMOUNT
241 - I 435 066A BLUE PARKWAY KC, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 01/22/2015 TO 01/21/2016 I 435 066 L(T1)	93131	TRAILBLAZERS	200.04
SERVICE DATES: 01/22/2015 TO 01/31/2015 I 435 N 066A G(M3)4	56611	MAINLINES	41.10
411 - US 036 HWY 169 ST JOSEPH, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 01/22/2015 TO 01/31/2015 US36 E HWY 169 F(R3)7	20951	RAMPS	0.00
	Total Logos: 3		
STATE TAX	COUNTY or PARISH TAX	CITY TAX	AMOUNT
0.00	0.00	0.00	241.14

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105722670000000241145

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE

241.14

US DOLLARS

Office Use Only

105722670

49370-11

01/26/2015

MAIL
PAYMENT ☐ TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66

INVOICE NO: 105730552

INVOICE DATE: 02/01/2015

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303592

DUE DATE: 03/03/2015

MARKET / LOCATION	PANEL NUMBER	MEDIA TYPE	AMOUNT
241 - I 435 066A BLUE PARKWAY KC, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 02/01/2015 TO 06/30/2015 I 435 N 066A G(M3)4	56611	MAINLINES	625.00
411 - US 036 HWY 169 ST JOSEPH, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 02/01/2015 TO 06/30/2015 US36 E HWY 169 F(R3)7	20951	RAMPS	0.00
	Total Logos: 2		
STATE TAX	COUNTY or PARISH TAX	CITY TAX	AMOUNT
0.00	0.00	0.00	625.00

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105730552000000625004

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
625.00
US DOLLARS

Office Use Only
105730552
49370-11
02/01/2015

MAIL
PAYMENT 
TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!

**PARTICIPATION AGREEMENT (CONTRACT)
MISSOURI LOGO SIGN PROGRAM**

Missouri Logos, L.L.C.
3218 Emerald Lane, Suite A
Jefferson City, MO 65109

Date: 8/4/2014
Contract Number: 2303583 865156
CA #: 49370-010

Customer Name: Gas Mart USA
Billing Address: 10777 Berkley Ste 200
City, State, Zip Code: Overland Park, KS 66211
Contact Person: Leroy Stocks
Phone Number: 913-599-5800
E-Mail: lstocks@gasmartusa.com

Advertiser: Phillips 66
Physical Address: 10425 State Line Rd
City, State, Zip Code: Kansas City, MO 64114 #103
Contact Person: Abel Turn
Phone Number: (816) 943-9222
Website: www.gasmartusa.com
Location Number: 103

Customer hereby authorizes and instructs Missouri Logos, L.L.C. (ML) to install and maintain business signs ("logos") as described below for a period through June 30, 2015, commencing on or about installation of logo signs.

Route	Exit	Traffic Direction	Type of Service	Mainline Sign	Ramp Sign	Trailblazer Sign	PRICE PER YEAR
I 435	075 B	West	Gas	1	1		\$1,500.00
		Market Code:	182	1	1	0	\$1,500.00

Customer shall supply its business signs to ML within 45 days of executing this agreement. If specific service panels must be erected, ML shall install the business signs when the specific service panels are erected, provided ML is in receipt of the business signs at the time of the panel erection. An installation fee of \$50.00 per sign/per occurrence is required for business sign installation, replacement and or/removal.

Customer understands that ML will install and maintain business signs in accordance with ML's contract with Missouri Department of Transportation (MoDOT) under the State's Logo Sign Program. Customer further hereby agrees, notwithstanding anything contained herein to the contrary, that in the event ML's contract with MoDOT is terminated for any reason, then this contract shall immediately terminate upon written notice to the Customer. Upon such termination, all unpaid amounts due Customer to ML shall be immediately due and payable.

Customer represents and warrants that it is, and will continue to be during the term of this contract and any extensions thereof, a motorist service establishment that provides Gas, Food, Lodging, Camping, Attraction or 24 Hour Pharmacy services, with all facilities required for participation in the State's Logos Sign Program as outlined in MoDOT's Rules and Regulations pertaining to the State's Logo Sign Program. The Customer also agrees that it fully understands the eligibility requirements. During the term of this contract and any renewal contract, Customer agrees that ML or MoDOT personnel may inspect the Customer's business for compliance with the Participation Criteria and the Rules and Regulations of the Program.

A business participating subject to qualification by variance (partially qualified) may remain on the logo panels as long as there is space available. Fully qualified (non-variance) businesses have priority over the businesses which qualify by variance and can replace the "partially" qualified business on the anniversary date of the contract. The Customer will be notified, in writing, and as far in advance as practical, as to why the business is being removed from the Program.

In consideration of the herein described service, Customer hereby promises and agrees to pay ML at the rate of \$1,500.00 (annually) beginning on the commencement date of the contract. The initial annual participation fee will be prorated for the period from installation through June 30, 2015. Billing will be rendered annually and must be paid within thirty (30) days of receipt. This contract is signed and accepted subject to the guidelines, rules, and regulations, contained in the MoDOT's Rules and regulations pertaining to the State's Logo Sign Program.

Accepted this _____ day of _____ 20____

Accepted this 12 day of Aug 2014

Customer: Gas Mart USA

By: Missouri Logos, L.L.C.

By: _____

By: [Signature]
Missouri Logos, L.L.C. (General Manager)

Print Name: Diana George (Name) Che (Title)

Standard Conditions

1. **CLARIFICATION OF TERMS OF THE CONTRACT.** The terms of Missouri Logos, LLC (ML) and "Customer" when used herein shall include either singular or plural, masculine or feminine as the case may be; and the provisions of this contract shall bind the parties mutually and their heirs, executors, administrators, successors, and assigns. The agent, officer or employee of Customer who has executed this contract hereby represents that he is duly authorized to make this contract on behalf of the Customer. Whenever "ML" is used in this contract it shall refer to Missouri Logos, LLC, a subsidiary of Interstate Logos, LLC. "Business Sign" means separately attached sign mounted on a rectangular Specific Service (Logo) Sign to show the name, brand, symbol, logo, trademark, or combination of these for the Customer's motorists service available on a crossroad at or near an interchange or intersection maintained by ML in accordance with its contract with the MoDOT.
2. **THIS CONTRACT.** Front and back, constitutes the entire agreement between Customer and ML. ML shall not be bound by any stipulation, condition, or agreement, not set forth herein. Waiver by ML of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
3. **SIGNS FURNISHED.** It is the Customer's responsibility, at its expense, to provide business mainline and ramp sign(s) for this contract in accordance with the specifications of ML and the MoDOT. If ML is to furnish business signs for Customer, Customer will be charged a fee for manufacturing. The business sign may consist of Customer's name, trademark or symbol, providing it does not resemble any traffic sign, symbol, or device. The Customer will always retain ownership of the individual business signs in the event that the State's Logo Sign Program is terminated.
4. **ART WORK.** If ML is requested by Customer to submit art work, then art work submitted by ML shall be approved or substitute art work shall be furnished by Customer within ten (10) days after submission. In case of default in furnishing or approval of art work by Customer, then commencement of service shall be deemed to occur on the dates on which the various spaces are available for service. Customer warrants that approved art work does not infringe upon any trademark or copyright, state or federal. Customer agrees to defend, indemnify, and hold ML and the MoDOT free and harmless from any and all lost liability, claims and demands, including attorney's fees, arising out of the character, contents, or subject matter of any design displayed pursuant to this contract. ML reserves the right to reject any design or logo not acceptable to the MoDOT.
5. **MAINTENANCE AND REPAIRS.** ML will inspect the business signs and Logo Signs at reasonable intervals. ML shall be responsible for regular cleaning of the business signs and Logo Signs. Customer shall promptly notify ML of any damage to or disrepair of the Logo Sign and ML shall promptly notify Customer of any damage to or disrepair of Customer's business signs. Upon notice from ML that repairs to a business sign are necessary, Customer shall contract with ML to perform installation, removal, or replacement due to theft, vandalism, natural deterioration or other damage. Such repairs, removal, reinstallation, and replacement will be at Customer's expense.
6. **CUSTOMER** represents and warrants that it is, and will continue at all times during this contract, to be in conformity with all Federal and State laws including those requiring Customer to provide its services without regard to race, color, sex, religion, age or national origin.
7. **COMMENCEMENT OF CONTRACT.** The initial commencement date for service is the actual date of completion of installation.
8. **ACCEPTANCE OF CONTRACT.** This contract shall become binding upon execution of a duly authorized officer or agent of Customer and acceptance by an officer of ML. ML may take reasonable time to check credit and retains the right not to accept this contract. If ML has executed contract prior to acceptance by Customer, such execution shall be deemed null and void by ML without notice, if not accepted by Customer and delivered to ML within fifteen (15) days after execution by ML.
9. **CANCELLATION AND REFUND.** In the event of termination of the contract agreement between ML and the MoDOT, all unexpired portions of such advertising agreement shall be subject to cancellation and refund by ML of any unearned, prepaid charge.
10. **SEVERABILITY.** This contract is to be governed by and construed according to the laws of the State of Missouri. Any provision of this contract which is prohibited or un-enforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or un-enforceability without invalidating the remaining provisions hereof, and any such prohibition of un-enforceability in any jurisdiction shall not invalidate or render un-enforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Customer hereby waives any provision of law which renders any provision hereof prohibitive or un-enforceable in any respect.
11. **UNCONTROLLABLE DELAYS AND INTERRUPTIONS TO SERVICE.** ML shall not be liable for loss or damage on account of delay(s) due to inclement weather, fire, or other casualty loss, strikes, governmental laws, rules, or regulations, act of Providence, or any other reason not in ML's control. In the event ML is responsible for a delay or interruption, ML may either issue necessary credit(s) or extend the contract beyond its termination date to make up for the delay or interruption. In the event any of the locations covered by this contract become so impaired as to permanently destroy the advertising value, Customer may delete such location from this contract. In either case, Customer shall be given credit pro rata, for the deleted location, and it shall have no further rights against ML.
12. **DEFAULT.** Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of ML, and unless same is promptly paid, ML may, at its option, discontinue, without notice, the service contracted for herein provided, however, that such discontinuance shall not relieve Customer of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1-1/2% per month. In addition, Customer shall pay ML all costs and expenses of exercising its right under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00 whichever is greater.
13. **TERMINATION FOR DEFAULT.** The contract will be terminated and Customer's business signs will be removed for default if the commercial establishment ceases to exist; is found in non-compliance with eligibility or other criteria and all corrections are not made within ten (10) business days of written notice; non payment of invoice within thirty (30) days of due date; is in default of any liability, obligation, covenant, warranties or certification made by the Commercial Establishment and continuance of such default for ten (10) days after receiving written notice. If a participating business is found in non-compliance a second occasion, the contract will be immediately terminated and the business signs shall be removed from the Logo Signs and returned to the business. The business will not be allowed to reapply for two (2) years.
14. It is recognized by both parties that it may be necessary for the MoDOT from time to time to temporarily close various portions and interchanges of the interstate highway for the purposes of maintenance or reconstruction. In the event that such closures or detours affect sections of the interstate system where Logo Signs have been installed, the Customer shall have no claim whatsoever against the MoDOT or ML for disruption of signing and/or access resulting from these closures, or damages (when actual or consequential) arising therefrom.

Missouri Logos

LOGO ORDER AGREEMENT

3218 Emerald Lane Suite A

Jefferson City, MO 65109

(800) 666-3514 (573) 893-6662 (573) 893-7148 Fax

Invoice Number: 25156

MAINLINES	# OF COLORS	COST
48" x 36"	1	225.00
48" x 36"	2	320.00
48" x 36"	3	375.00
48" x 36"	4	450.00

RAMPS TBS	# OF COLORS	COST
24" x 18"	1	137.00
24" x 18"	2	181.00
24" x 18"	3	244.00
24" x 18"	4	300.00

NOTE: There will be an additional charge of \$50.00 for each color over 4.

Business Location: Interstate 1435 Exit No. 075 Service: Gas Date: 8/4/2014

Address: #Error

			<u>QUANTITY ORDERED</u>	<u>PRICE</u>	<u>AMOUNT</u>
Advertiser:	Phillips 66	1	# Mainline	\$320.00 /ea	\$320.00
Number of Colors:	2	1	# Ramp	\$181.00 /ea	\$181.00
Contract #:	865156	0	# Trailblazers	\$181.00 /ea	\$0.00
Customer Advertiser Number:				Subtotal:	\$501.00
Market Code:	182			Tax:	\$38.70
Art Design Title No:	MO-3940			Installation:	\$100.00
Account Executive:	Ron Young			Freight:	\$50.00

BILLING INFORMATION:

Gas Mart USA

Mr. Leroy Stocks

10777 Berkley Ste 200

Overland Park, KS 66211

TOTAL: \$689.70

Please remit LOA, signed artwork, and SEPARATE CHECK PAYABLE TO MISSOURI LOGOS for the total amount to the above address. All of the above are needed to begin production. Upon receipt of the above, Missouri Logos will have logos produced and ready to install, if on existing signs, in 60 days.

Acknowledgement _____



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66

INVOICE NO: 105635413

INVOICE DATE: 12/25/2014

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303583

DUE DATE: 01/24/2015

MARKET / LOCATION	PANEL NUMBER	MEDIA TYPE	AMOUNT
182 - I 435 075AB WORNAL/STATE LI, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 12/25/2014 DESIGN: MO-3940 LOGOS FREIGHT INSTALL		LOGOPLATES LOGOINSTALLATIONS	501.00 50.00 100.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX	AMOUNT
21.17	7.52	10.02	689.71

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105635413000000689717

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
689.71
US DOLLARS

Office Use Only
105635413
49370-10
12/25/2014

MAIL
PAYMENT ☐ TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66

INVOICE NO: 105722669

INVOICE DATE: 01/22/2015

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303583

DUE DATE: 02/25/2015

MARKET / LOCATION			PANEL NUMBER	MEDIA TYPE	AMOUNT
182 - I 435 075AB WORNAL/STATE LI, MO (ZZZZ065)					
465-MISSOURI LOGOS					
SERVICE DATES: 01/22/2015 TO 01/31/2015					
I 435 W 075A G(M3)4			51212	MAINLINES	41.10
I435 E 75A G(R3)8			21141	RAMPS	0.00
			Total Logos: 2		
STATE TAX			COUNTY or PARISH TAX		AMOUNT
0.00			0.00		41.10
			CITY TAX		
			0.00		

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105722669000000041100

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE

41.10

US DOLLARS

Office Use Only

105722669

49370-10

01/26/2015

MAIL
PAYMENT 
TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

Page 1 of 1

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66

INVOICE NO: 105730551

INVOICE DATE: 02/01/2015

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303583

DUE DATE: 03/03/2015

MARKET / LOCATION			PANEL NUMBER	MEDIA TYPE	AMOUNT
182 - I 435 075AB WORNAL/STATE LI, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 02/01/2015 TO 06/30/2015 I 435 W 075A G(M3)4 I435 E 75A G(R3)8			51212 21141 Total Logos: 2	MAINLINES RAMPS	625.00 0.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX			AMOUNT
0.00	0.00	0.00			625.00

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105730551000000625003

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
625.00
US DOLLARS

Office Use Only
105730551
49370-10
02/01/2015

MAIL
PAYMENT 
TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!

**PARTICIPATION AGREEMENT (CONTRACT)
MISSOURI LOGO SIGN PROGRAM**

Missouri Logos, L.L.C.
3218 Emerald Lane, Suite A
Jefferson City, MO 65109

Customer Name: Gas Mart USA
Billing Address: 10777 Berkley Ste 200
City, State, Zip Code: Overland Park, KS 66211
Contact Person: Leroy Stocks
Phone Number: 913-599-5800
E-Mail: lstocks@gasmartusa.com

Date: 8/4/2014
Contract Number: 2303571 ~~865154~~

CA #:

Advertiser: Phillips 66
Physical Address: 300 S 291 HWY
City, State, Zip Code: Lee's Summit, MO 64063
Contact Person: Larry Jemes
Phone Number: (816) 524-5437
Website: www.gasmartusa.com
Location Number: 124

49370-009

Customer hereby authorizes and instructs Missouri Logos, L.L.C. (ML) to install and maintain business signs ("logos") as described below for a period through June 30, 2015, commencing on or about installation of logo signs.

Route	Exit	Traffic Direction	Type of Service	Mainline Sign	Ramp Sign	Trailblazer Sign	PRICE PER YEAR
US 050	ees Summit 291N	East		1	1		\$1,500.00
US 050	ees Summit 291N	West	Gas	1	1		\$1,500.00
Market Code: 036				2	2	0	\$3,000.00

Customer shall supply its business signs to ML within 45 days of executing this agreement. If specific service panels must be erected, ML shall install the business signs when the specific service panels are erected, provided ML is in receipt of the business signs at the time of the panel erection. An installation fee of \$50.00 per sign/per occurrence is required for business sign installation, replacement and or/removal.

Customer understands that ML will install and maintain business signs in accordance with ML's contract with Missouri Department of Transportation (MoDOT) under the State's Logo Sign Program. Customer further hereby agrees, notwithstanding anything contained herein to the contrary, that in the event ML's contract with MoDOT is terminated for any reason, then this contract shall immediately terminate upon written notice to the Customer. Upon such termination, all unpaid amounts due Customer to ML shall be immediately due and payable.

Customer represents and warrants that it is, and will continue to be during the term of this contract and any extensions thereof, a motorist service establishment that provides Gas, Food, Lodging, Camping, Attraction or 24 Hour Pharmacy services, with all facilities required for participation in the State's Logos Sign Program as outlined in MoDOT's Rules and Regulations pertaining to the State's Logo Sign Program. The Customer also agrees that it fully understands the eligibility requirements. During the term of this contract and any renewal contract, Customer agrees that ML or MoDOT personnel may inspect the Customer's business for compliance with the Participation Criteria and the Rules and Regulations of the Program.

A business participating subject to qualification by variance (partially qualified) may remain on the logo panels as long as there is space available. Fully qualified (non-variance) businesses have priority over the businesses which qualify by variance and can replace the "partially" qualified business on the anniversary date of the contract. The Customer will be notified, in writing, and as far in advance as practical, as to why the business is being removed from the Program.

In consideration of the herein described service, Customer hereby promises and agrees to pay ML at the rate of \$3,000.00 (annually) beginning on the commencement date of the contract. The initial annual participation fee will be prorated for the period from installation through June 30, 2015. Billing will be rendered annually and must be paid within thirty (30) days of receipt. This contract is signed and accepted subject to the guidelines, rules, and regulations, contained in the MoDOT's Rules and regulations pertaining to the State's Logo Sign Program.

Accepted this _____ day of _____ 20____

Accepted this _____ day of _____ 20____

By: Missouri Logos, L.L.C.

By: [Signature]
Missouri Logos, L.L.C. (General Manager)

Customer: 1

By: [Signature]
(Name) (Title)

Print Name: _____
(Name) (Title)

Standard Conditions

1. **CLARIFICATION OF TERMS OF THE CONTRACT.** The terms of Missouri Logos, LLC (ML) and "Customer" when used herein shall include either singular or plural, masculine or feminine as the case may be; and the provisions of this contract shall bind the parties mutually and their heirs, executors, administrators, successors, and assigns. The agent, officer or employee of Customer who has executed this contract hereby represents that he is duly authorized to make this contract on behalf of the Customer. Whenever "ML" is used in this contract it shall refer to Missouri Logos, LLC, a subsidiary of Interstate Logos, LLC. "Business Sign" means separately attached sign mounted on a rectangular Specific Service (Logo) Sign to show the name, brand, symbol, logo, trademark, or combination of these for the Customer's motorists service available on a crossroad at or near an interchange or intersection maintained by ML in accordance with its contract with the MoDOT.
2. **THIS CONTRACT.** Front and back, constitutes the entire agreement between Customer and ML. ML shall not be bound by any stipulation, condition, or agreement, not set forth herein. Waiver by ML of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
3. **SIGNS FURNISHED.** It is the Customer's responsibility, at its expense, to provide business mainline and ramp sign(s) for this contract in accordance with the specifications of ML and the MoDOT. If ML is to furnish business signs for Customer, Customer will be charged a fee for manufacturing. The business sign may consist of Customer's name, trademark or symbol, providing it does not resemble any traffic sign, symbol, or device. The Customer will always retain ownership of the individual business signs in the event that the State's Logo Sign Program is terminated.
4. **ART WORK.** If ML is requested by Customer to submit art work, then art work submitted by ML shall be approved or substitute art work shall be furnished by Customer within ten (10) days after submission. In case of default in furnishing or approval of art work by Customer, then commencement of service shall be deemed to occur on the dates on which the various spaces are available for service. Customer warrants that approved art work does not infringe upon any trademark or copyright, state or federal. Customer agrees to defend, indemnify, and hold ML and the MoDOT free and harmless from any and all lost liability, claims and demands, including attorney's fees, arising out of the character, contents, or subject matter of any design displayed pursuant to this contract. ML reserves the right to reject any design or logo not acceptable to the MoDOT.
5. **MAINTENANCE AND REPAIRS.** ML will inspect the business signs and Logo Signs at reasonable intervals. ML shall be responsible for regular cleaning of the business signs and Logo Signs. Customer shall promptly notify ML of any damage to or disrepair of the Logo Sign and ML shall promptly notify Customer of any damage to or disrepair of Customer's business signs. Upon notice from ML that repairs to a business sign are necessary, Customer shall contract with ML to perform installation, removal, or replacement due to theft, vandalism, natural deterioration or other damage. Such repairs, removal, reinstallation, and replacement will be at Customer's expense.
6. **CUSTOMER** represents and warrants that it is, and will continue at all times during this contract, to be in conformity with all Federal and State laws including those requiring Customer to provide its services without regard to race, color, sex, religion, age or national origin.
7. **COMMENCEMENT OF CONTRACT.** The initial commencement date for service is the actual date of completion of installation.
8. **ACCEPTANCE OF CONTRACT.** This contract shall become binding upon execution of a duly authorized officer or agent of Customer and acceptance by an officer of ML. ML may take reasonable time to check credit and retains the right not to accept this contract. If ML has executed contract prior to acceptance by Customer, such execution shall be deemed null and void by ML without notice, if not accepted by Customer and delivered to ML within fifteen (15) days after execution by ML.
9. **CANCELLATION AND REFUND.** In the event of termination of the contract agreement between ML and the MoDOT, all unexpired portions of such advertising agreement shall be subject to cancellation and refund by ML of any unearned, prepaid charge.
10. **SEVERABILITY.** This contract is to be governed by and construed according to the laws of the State of Missouri. Any provision of this contract which is prohibited or un-enforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or un-enforceability without invalidating the remaining provisions hereof, and any such prohibition of un-enforceability in any jurisdiction shall not invalidate or render un-enforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Customer hereby waives any provision of law which renders any provision hereof prohibitive or un-enforceable in any respect.
11. **UNCONTROLLABLE DELAYS AND INTERRUPTIONS TO SERVICE.** ML shall not be liable for loss or damage on account of delay(s) due to inclement weather, fire, or other casualty loss, strikes, governmental laws, rules, or regulations, act of Providence, or any other reason not in ML's control. In the event ML is responsible for a delay or interruption, ML may either issue necessary credit(s) or extend the contract beyond its termination date to make up for the delay or interruption. In the event any of the locations covered by this contract become so impaired as to permanently destroy the advertising value, Customer may delete such location from this contract. In either case, Customer shall be given credit pro rata, for the deleted location, and it shall have no further rights against ML.
12. **DEFAULT.** Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of ML, and unless same is promptly paid, ML may, at its option, discontinue, without notice, the service contracted for herein provided, however, that such discontinuance shall not relieve Customer of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1-1/2% per month. In addition, Customer shall pay ML all costs and expenses of exercising its right under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00 whichever is greater.
13. **TERMINATION FOR DEFAULT.** The contract will be terminated and Customer's business signs will be removed for default if the commercial establishment ceases to exist; is found in non-compliance with eligibility or other criteria and all corrections are not made within ten (10) business days of written notice; non payment of invoice within thirty (30) days of due date; is in default of any liability, obligation, covenant, warranties or certification made by the Commercial Establishment and continuance of such default for ten (10) days after receiving written notice. If a participating business is found in non-compliance a second occasion, the contract will be immediately terminated and the business signs shall be removed from the Logo Signs and returned to the business. The business will not be allowed to reapply for two (2) years.
14. It is recognized by both parties that it may be necessary for the MoDOT from time to time to temporarily close various portions and interchanges of the interstate highway for the purposes of maintenance or reconstruction. In the event that such closures or detours affect sections of the interstate system where Logo Signs have been installed, the Customer shall have no claim whatsoever against the MoDOT or ML for disruption of signing and/or access resulting from these closures, or damages (when actual or consequential) arising therefrom.

Missouri Logos

LOGO ORDER AGREEMENT

3218 Emerald Lane Suite A

Jefferson City, MO 65109

(800) 666-3514 (573) 893-6662 (573) 893-7148 Fax

Invoice Number: 25154

MAINLINES	# OF COLORS	COST
48" x 36"	1	225.00
48" x 36"	2	320.00
48" x 36"	3	375.00
48" x 36"	4	450.00

RAMPS TBS	# OF COLORS	COST
24" x 18"	1	137.00
24" x 18"	2	181.00
24" x 18"	3	244.00
24" x 18"	4	300.00

NOTE: There will be an additional charge of \$50.00 for each color over 4.

Business Location: Interstate US 050 Exit No. Lees S Service: Gas Date: 8/4/2014

Address: #Error

		<u>QUANTITY ORDERED</u>	<u>PRICE</u>	<u>AMOUNT</u>
Advertiser:	<u>Phillips 66</u>	2	# Mainline	\$320.00 /ea \$640.00
Number of Colors:	2	2	# Ramp	\$181.00 /ea \$362.00
Contract #:	865154	0	# Trailblazers	\$181.00 /ea \$0.00
Customer Advertiser Number:			Subtotal:	\$1,002.00
Market Code:	036		Tax:	\$77.40
Art Design Title No:	MO-3940		Installation:	\$200.00
Account Executive:	Ron Young		Freight:	\$50.00

BILLING INFORMATION:

Gas Mart USA

Mr. Leroy Stocks

10777 Berkley Ste 200

Overland Park, KS 66211

TOTAL: \$1,329.40

Please remit LOA, signed artwork, and SEPARATE CHECK PAYABLE TO MISSOURI LOGOS for the total amount to the above address. All of the above are needed to begin production. Upon receipt of the above, Missouri Logos will have logos produced and ready to install, if on existing signs, in 60 days.

Acknowledgement _____



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66

INVOICE NO: 105635410

INVOICE DATE: 12/25/2014

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303577

DUE DATE: 01/24/2015

MARKET / LOCATION	PANEL NUMBER	MEDIA TYPE	AMOUNT
36 - US 050 HIGHWAY 291 LEES SUMM, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 12/25/2014 DESIGN: MO-3940 LOGOS FREIGHT INSTALL		LOGOPLATES LOGOINSTALLATIONS	1,002.00 50.00 200.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX	AMOUNT
42.33	15.03	20.04	1,329.40

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105635410000001329408

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE

1,329.40

US DOLLARS

Office Use Only

105635410

49370-9

12/25/2014

MAIL
PAYMENT 
TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!

Page 1 of 1



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66

INVOICE NO: 105722668

INVOICE DATE: 01/25/2015

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303577

DUE DATE: 02/25/2015

MARKET/ LOCATION	PANEL NUMBER	MEDIA TYPE	AMOUNT
36 - US 050 HIGHWAY 291 LEES SUMM, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 01/25/2015 TO 01/31/2015 US50 W LEES SMT 291N G(M6)4 US50 E LEES SMT 291N G(M6)4 US50 W LEES SMT 291N G(R6)8 US 050 E LEES SMT 291N F(R6)5	41962 52626 11272 22743 Total Logos: 4	MAINLINES MAINLINES RAMPS RAMPS	28.77 28.77 0.00 0.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX	AMOUNT
0.00	0.00	0.00	57.54

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105722668000000057544

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE

57.54

US DOLLARS

Office Use Only

105722668

49370-9

01/26/2015

MAIL
PAYMENT 
TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303577

INVOICE NO: 105730548
INVOICE DATE: 02/01/2015
DUE DATE: 03/03/2015

MARKET / LOCATION			PANEL NUMBER	MEDIA TYPE	AMOUNT
36 - US 050 HIGHWAY 291 LEES SUMM, MO (ZZZZ065)					
465-MISSOURI LOGOS					
SERVICE DATES: 02/01/2015 TO 06/30/2015					
US50 W LEES SMT 291N G(M6)4			41962	MAINLINES	625.00
US50 E LEES SMT 291N G(M6)4			52626	MAINLINES	625.00
US50 W LEES SMT 291N G(R6)8			11272	RAMPS	0.00
US 050 E LEES SMT 291N F(R6)5			22743	RAMPS	0.00
			Total Logos: 4		
STATE TAX			COUNTY or PARISH TAX		AMOUNT
0.00			0.00		0.00
			CITY TAX		AMOUNT
					1,250.00

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105730548000001250004

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
1,250.00
US DOLLARS

Office Use Only
105730548
49370-9
02/01/2015

MAIL
PAYMENT 
TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!

Print Name: Ron Garry CO
(Name) (Title)

Standard Conditions

1. **CLARIFICATION OF TERMS OF THE CONTRACT.** The terms of Missouri Logos, LLC (ML) and "Customer" when used herein shall include either singular or plural, masculine or feminine as the case may be; and the provisions of this contract shall bind the parties mutually and their heirs, executors, administrators, successors, and assigns. The agent, officer or employee of Customer who has executed this contract hereby represents that he is duly authorized to make this contract on behalf of the Customer. Whenever "ML" is used in this contract it shall refer to Missouri Logos, LLC, a subsidiary of Interstate Logos, LLC. "Business Sign" means separately attached sign mounted on a rectangular Specific Service (Logo) Sign to show the name, brand, symbol, logo, trademark, or combination of these for the Customer's motorists service available on a crossroad at or near an interchange or intersection maintained by ML in accordance with its contract with the MoDOT.

2. **THIS CONTRACT.** Front and back, constitutes the entire agreement between Customer and ML. ML shall not be bound by any stipulation, condition, or agreement, not set forth herein. Waiver by ML of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

3. **SIGNS FURNISHED.** It is the Customer's responsibility, at its expense, to provide business mainline and ramp sign(s) for this contract in accordance with the specifications of ML and the MoDOT. If ML is to furnish business signs for Customer, Customer will be charged a fee for manufacturing. The business sign may consist of Customer's name, trademark or symbol, providing it does not resemble any traffic sign, symbol, or device. The Customer will always retain ownership of the individual business signs in the event that the State's Logo Sign Program is terminated.

4. **ART WORK.** If ML is requested by Customer to submit art work, then art work submitted by ML shall be approved or substitute art work shall be furnished by Customer within ten (10) days after submission. In case of default in furnishing or approval of art work by Customer, then commencement of service shall be deemed to occur on the dates on which the various spaces are available for service. Customer warrants that approved art work does not infringe upon any trademark or copyright, state or federal. Customer agrees to defend, indemnify, and hold ML and the MoDOT free and harmless from any and all lost liability, claims and demands, including attorney's fees, arising out of the character, contents, or subject matter of any design displayed pursuant to this contract. ML reserves the right to reject any design or logo not acceptable to the MoDOT.

5. **MAINTENANCE AND REPAIRS.** ML will inspect the business signs and Logo Signs at reasonable intervals. ML shall be responsible for regular cleaning of the business signs and Logo Signs. Customer shall promptly notify ML of any damage to or disrepair of the Logo Sign and ML shall promptly notify Customer of any damage to or disrepair of Customer's business signs. Upon notice from ML that repairs to a business sign are necessary, Customer shall contract with ML to perform installation, removal, or replacement due to theft, vandalism, natural deterioration or other damage. Such repairs, removal, reinstallation, and replacement will be at Customer's expense.

6. **CUSTOMER** represents and warrants that it is, and will continue at all times during this contract, to be in conformity with all Federal and State laws including those requiring Customer to provide its services without regard to race, color, sex, religion, age or national origin.

7. **COMMENCEMENT OF CONTRACT.** The initial commencement date for service is the actual date of completion of installation.

8. **ACCEPTANCE OF CONTRACT.** This contract shall become binding upon execution of a duly authorized officer or agent of Customer and acceptance by an officer of ML. ML may take reasonable time to check credit and retains the right not to accept this contract. If ML has executed contract prior to acceptance by Customer, such execution shall be deemed null and void by ML without notice, if not accepted by Customer and delivered to ML within fifteen (15) days after execution by ML.

9. **CANCELLATION AND REFUND.** In the event of termination of the contract agreement between ML and the MoDOT, all unexpired portions of such advertising agreement shall be subject to cancellation and refund by ML of any unearned, prepaid charge.

10. **SEVERABILITY.** This contract is to be governed by and construed according to the laws of the State of Missouri. Any provision of this contract which is prohibited or un-enforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or un-enforceability without invalidating the remaining provisions hereof, and any such prohibition of un-enforceability in any jurisdiction shall not invalidate or render un-enforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Customer hereby waives any provision of law which renders any provision hereof prohibitive or un-enforceable in any respect.

11. **UNCONTROLLABLE DELAYS AND INTERRUPTIONS TO SERVICE.** ML shall not be liable for loss or damage on account of delay(s) due to inclement weather, fire, or other casualty loss, strikes, governmental laws, rules, or regulations, act of Providence, or any other reason not in ML's control. In the event ML is responsible for a delay or interruption, ML may either issue necessary credit(s) or extend the contract beyond its termination date to make up for the delay or interruption. In the event any of the locations covered by this contract become so impaired as to permanently destroy the advertising value, Customer may delete such location from this contract. In either case, Customer shall be given credit pro rata, for the deleted location, and it shall have no further rights against ML.

12. **DEFAULT.** Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of ML, and unless same is promptly paid, ML may, at its option, discontinue, without notice, the service contracted for herein provided, however, that such discontinuance shall not relieve Customer of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1-1/2% per month. In addition, Customer shall pay ML all costs and expenses of exercising its right under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00 whichever is greater.

13. **TERMINATION FOR DEFAULT.** The contract will be terminated and Customer's business signs will be removed for default if the commercial establishment ceases to exist; is found in non-compliance with eligibility or other criteria and all corrections are not made within ten (10) business days of written notice; non payment of invoice within thirty (30) days of due date; is in default of any liability, obligation, covenant, warranties or certification made by the Commercial Establishment and continuance of such default for ten (10) days after receiving written notice. If a participating business is found in non-compliance a second occasion, the contract will be immediately terminated and the business signs shall be removed from the Logo Signs and returned to the business. The business will not be allowed to reapply for two (2) years.

14. It is recognized by both parties that it may be necessary for the MoDOT from time to time to temporarily close various portions and interchanges of the interstate highway for the purposes of maintenance or reconstruction. In the event that such closures or detours affect sections of the interstate system where Logo Signs have been installed, the Customer shall have no claim whatsoever against the MoDOT or ML for disruption of signing and/or access resulting from these closures, or damages (when actual or consequential) arising therefrom.

Missouri Logos

LOGO ORDER AGREEMENT

3218 Emerald Lane Suite A
 Jefferson City, MO 65109
 (800) 666-3514 (573) 893-6662 (573) 893-7148 Fax

Invoice Number: 25152

MAINLINES	# OF COLORS	COST
48" x 36"	1	225.00
48" x 36"	2	320.00
48" x 36"	3	375.00
48" x 36"	4	450.00

RAMPS TBS	# OF COLORS	COST
24" x 18"	1	137.00
24" x 18"	2	181.00
24" x 18"	3	244.00
24" x 18"	4	300.00

NOTE: There will be an additional charge of \$50.00 for each color over 4.

Business Location: Interstate I 035 Exit No. 017 Service: Gas Date: 8/4/2014

Address: #Error

		<u>QUANTITY ORDERED</u>	<u>PRICE</u>	<u>AMOUNT</u>
Advertiser:	<u>Phillips 66</u>	2 # Mainline	\$320.00 /ea	<u>\$640.00</u>
Number of Colors:	2	2 # Ramp	\$181.00 /ea	<u>\$362.00</u>
Contract #:	865152	1 # Trailblazers	\$181.00 /ea	<u>\$181.00</u>
Customer Advertiser Number:		Subtotal:		<u>\$1,183.00</u>
Market Code:	395	Tax:		<u>\$91.39</u>
Art Design Title No:	MO-3497	Installation:		<u>\$200.00</u>
Account Executive:	Ron Young	Freight:		<u>\$50.00</u>

BILLING INFORMATION:

Gas Mart USA

Mr. Leroy Stocks

10777 Berkley Ste 200

Overland Park, KS 66211

TOTAL: \$1,524.39

Please remit LOA, signed artwork, and SEPARATE CHECK PAYABLE TO MISSOURI LOGOS for the total amount to the above address. All of the above are needed to begin production. Upon receipt of the above, Missouri Logos will have logos produced and ready to install, if on existing signs, in 60 days.

Acknowledgement _____



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303575

INVOICE NO: 105635405
INVOICE DATE: 12/25/2014
DUE DATE: 01/24/2015

MARKET / LOCATION			PANEL NUMBER	MEDIA TYPE	AMOUNT
395 - I 035 017 HWY 291 LIBERTY, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 12/25/2014 DESIGN: MO-3940 LOGOS FREIGHT INSTALL				LOGOPLATES LOGOINSTALLATIONS	1,002.00 50.00 200.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX			AMOUNT
42.33	15.03	20.04			1,329.40

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105635405000001329401

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
1,329.40
US DOLLARS

Office Use Only
105635405
49370-8
12/25/2014

MAIL
PAYMENT 
TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303575

INVOICE NO: 105722667
INVOICE DATE: 01/21/2015
DUE DATE: 02/25/2015

MARKET / LOCATION	PANEL NUMBER	MEDIA TYPE	AMOUNT
395 - I 035 017 HWY 291 LIBERTY, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 01/21/2015 TO 01/20/2016 I 035 17 F(T2) SERVICE DATES: 01/21/2015 TO 01/29/2015 I 035 N 017 G(M6)4 I 035 S 17 G(M3)4 I 035 S 17 G(R3)8 I 035 N 17 G(R3)8	89871 57361 57371 29963 29971 Total Logos: 5	TRAILBLAZERS MAINLINES MAINLINES RAMPS RAMPS	200.04 90.41 90.40 0.00 0.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX	AMOUNT
0.00	0.00	0.00	380.85

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105722667000000380853

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
380.85
US DOLLARS

Office Use Only
105722667
49370-8
01/26/2015

MAIL
PAYMENT ☐ TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303575

INVOICE NO: 105730547
INVOICE DATE: 02/01/2015
DUE DATE: 03/03/2015

MARKET / LOCATION			PANEL NUMBER	MEDIA TYPE	AMOUNT
395 - I 035 017 HWY 291 LIBERTY, MO (ZZZZ065)					
465-MISSOURI LOGOS					
SERVICE DATES: 02/01/2015 TO 06/30/2015					
I 035 N 017 G(M6)4			57361	MAINLINES	625.00
I 035 S 17 G(M3)4			57371	MAINLINES	625.00
I 035 S 17 G(R3)8			29963	RAMPS	0.00
I 035 N 17 G(R3)8			29971	RAMPS	0.00
Total Logos: 4					
STATE TAX			COUNTY or PARISH TAX		AMOUNT
0.00			CITY TAX		1,250.00
0.00					

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105730547000001250003

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
1,250.00
US DOLLARS

Office Use Only
105730547
49370-8
02/01/2015

MAIL
PAYMENT ☐ TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!

PARTICIPATION AGREEMENT (CONTRACT)
MISSOURI LOGO SIGN PROGRAM

Missouri Logos, L.L.C.
3218 Emerald Lane, Suite A
Jefferson City, MO 65109

Customer Name: Gas Mart USA
Billing Address: 10777 Berkley Ste 200
City, State, Zip Code: Overland Park, KS 66211
Contact Person: Leroy Stocks
Phone Number: 913-599-5800
E-Mail: lstocks@gasmartusa.com

Date: 8/4/2014
Contract Number: 2303567 ~~865151~~
CA #: 49370-007
Advertiser: Phillips 66 Diesel
Physical Address: 1202 N Hwy 7
City, State, Zip Code: Blue Springs, MO 64015
Contact Person: Misty Cooper #113
Phone Number: (816) 229-9630
Website: www.gasmartusa.com
Location Number: 113

Customer hereby authorizes and instructs Missouri Logos, L.L.C. (ML) to install and maintain business signs ("logos") as described below for a period through June 30, 2015, commencing on or about installation of logo signs.

Route	Exit	Traffic Direction	Type of Service	Mainline Sign	Ramp Sign	Trailblazer Sign	PRICE PER YEAR
1070	020	West	Gas	1	1		\$1,500.00
Market Code: 011				1	1	0	\$1,500.00

Customer shall supply its business signs to ML within 45 days of executing this agreement. If specific service panels must be erected, ML shall install the business signs when the specific service panels are erected, provided ML is in receipt of the business signs at the time of the panel erection. An installation fee of \$50.00 per sign/per occurrence is required for business sign installation, replacement and or/removal.

Customer understands that ML will install and maintain business signs in accordance with ML's contract with Missouri Department of Transportation (MoDOT) under the State's Logo Sign Program. Customer further hereby agrees, notwithstanding anything contained herein to the contrary, that in the event ML's contract with MoDOT is terminated for any reason, then this contract shall immediately terminate upon written notice to the Customer. Upon such termination, all unpaid amounts due Customer to ML shall be immediately due and payable.

Customer represents and warrants that it is, and will continue to be during the term of this contract and any extensions thereof, a motorist service establishment that provides Gas, Food, Lodging, Camping, Attraction or 24 Hour Pharmacy services, with all facilities required for participation in the State's Logos Sign Program as outlined in MoDOT's Rules and Regulations pertaining to the State's Logo Sign Program. The Customer also agrees that it fully understands the eligibility requirements. During the term of this contract and any renewal contract, Customer agrees that ML or MoDOT personnel may inspect the Customer's business for compliance with the Participation Criteria and the Rules and Regulations of the Program.

A business participating subject to qualification by variance (partially qualified) may remain on the logo panels as long as there is space available. Fully qualified (non-variance) businesses have priority over the businesses which qualify by variance and can replace the "partially" qualified business on the anniversary date of the contract. The Customer will be notified, in writing, and as far in advance as practical, as to why the business is being removed from the Program.

In consideration of the herein described service, Customer hereby promises and agrees to pay ML at the rate of \$1,500.00 (annually) beginning on the commencement date of the contract. The initial annual participation fee will be prorated for the period from installation through June 30, 2015. Billing will be rendered annually and must be paid within thirty (30) days of receipt. This contract is signed and accepted subject to the guidelines, rules, and regulations, contained in the MoDOT's Rules and regulations pertaining to the State's Logo Sign Program.

Accepted this _____ day of _____ 20____

Accepted this 12 day of Aug 20 14

Customer: Gas Mart Usa

By: Missouri Logos, L.L.C.

By: _____

By: _____
Missouri Logos, L.L.C. (General Manager)

Print Name: _____
(Name) (Title)

Standard Conditions

1. **CLARIFICATION OF TERMS OF THE CONTRACT.** The terms of Missouri Logos, LLC (ML) and "Customer" when used herein shall include either singular or plural, masculine or feminine as the case may be; and the provisions of this contract shall bind the parties mutually and their heirs, executors, administrators, successors, and assigns. The agent, officer or employee of Customer who has executed this contract hereby represents that he is duly authorized to make this contract on behalf of the Customer. Whenever "ML" is used in this contract it shall refer to Missouri Logos, LLC, a subsidiary of Interstate Logos, LLC. "Business Sign" means separately attached sign mounted on a rectangular Specific Service (Logo) Sign to show the name, brand, symbol, logo, trademark, or combination of these for the Customer's motorists service available on a crossroad at or near an interchange or intersection maintained by ML in accordance with its contract with the MoDOT.

2. **THIS CONTRACT.** Front and back, constitutes the entire agreement between Customer and ML. ML shall not be bound by any stipulation, condition, or agreement, not set forth herein. Waiver by ML of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

3. **SIGNS FURNISHED.** It is the Customer's responsibility, at its expense, to provide business mainline and ramp sign(s) for this contract in accordance with the specifications of ML and the MoDOT. If ML is to furnish business signs for Customer, Customer will be charged a fee for manufacturing. The business sign may consist of Customer's name, trademark or symbol, providing it does not resemble any traffic sign, symbol, or device. The Customer will always retain ownership of the individual business signs in the event that the State's Logo Sign Program is terminated.

4. **ART WORK.** If ML is requested by Customer to submit art work, then art work submitted by ML shall be approved or substitute art work shall be furnished by Customer within ten (10) days after submission. In case of default in furnishing or approval of art work by Customer, then commencement of service shall be deemed to occur on the dates on which the various spaces are available for service. Customer warrants that approved art work does not infringe upon any trademark or copyright, state or federal. Customer agrees to defend, indemnify, and hold ML and the MoDOT free and harmless from any and all lost liability, claims and demands, including attorney's fees, arising out of the character, contents, or subject matter of any design displayed pursuant to this contract. ML reserves the right to reject any design or logo not acceptable to the MoDOT.

5. **MAINTENANCE AND REPAIRS.** ML will inspect the business signs and Logo Signs at reasonable intervals. ML shall be responsible for regular cleaning of the business signs and Logo Signs. Customer shall promptly notify ML of any damage to or disrepair of the Logo Sign and ML shall promptly notify Customer of any damage to or disrepair of Customer's business signs. Upon notice from ML that repairs to a business sign are necessary, Customer shall contract with ML to perform installation, removal, or replacement due to theft, vandalism, natural deterioration or other damage. Such repairs, removal, reinstallation, and replacement will be at Customer's expense.

6. **CUSTOMER** represents and warrants that it is, and will continue at all times during this contract, to be in conformity with all Federal and State laws including those requiring Customer to provide its services without regard to race, color, sex, religion, age or national origin.

7. **COMMENCEMENT OF CONTRACT.** The initial commencement date for service is the actual date of completion of installation.

8. **ACCEPTANCE OF CONTRACT.** This contract shall become binding upon execution of a duly authorized officer or agent of Customer and acceptance by an officer of ML. ML may take reasonable time to check credit and retains the right not to accept this contract. If ML has executed contract prior to acceptance by Customer, such execution shall be deemed null and void by ML without notice, if not accepted by Customer and delivered to ML within fifteen (15) days after execution by ML.

9. **CANCELLATION AND REFUND.** In the event of termination of the contract agreement between ML and the MoDOT, all unexpired portions of such advertising agreement shall be subject to cancellation and refund by ML of any unearned, prepaid charge.

10. **SEVERABILITY.** This contract is to be governed by and construed according to the laws of the State of Missouri. Any provision of this contract which is prohibited or un-enforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or un-enforceability without invalidating the remaining provisions hereof, and any such prohibition of un-enforceability in any jurisdiction shall not invalidate or render un-enforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Customer hereby waives any provision of law which renders any provision hereof prohibitive or un-enforceable in any respect.

11. **UNCONTROLLABLE DELAYS AND INTERRUPTIONS TO SERVICE.** ML shall not be liable for loss or damage on account of delay(s) due to inclement weather, fire, or other casualty loss, strikes, governmental laws, rules, or regulations, act of Providence, or any other reason not in ML's control. In the event ML is responsible for a delay or interruption, ML may either issue necessary credit(s) or extend the contract beyond its termination date to make up for the delay or interruption. In the event any of the locations covered by this contract become so impaired as to permanently destroy the advertising value, Customer may delete such location from this contract. In either case, Customer shall be given credit pro rata, for the deleted location, and it shall have no further rights against ML.

12. **DEFAULT.** Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of ML, and unless same is promptly paid, ML may, at its option, discontinue, without notice, the service contracted for herein provided, however, that such discontinuance shall not relieve Customer of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1-1/2% per month. In addition, Customer shall pay ML all costs and expenses of exercising its right under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00 whichever is greater.

13. **TERMINATION FOR DEFAULT.** The contract will be terminated and Customer's business signs will be removed for default if the commercial establishment ceases to exist; is found in non-compliance with eligibility or other criteria and all corrections are not made within ten (10) business days of written notice; non payment of invoice within thirty (30) days of due date; is in default of any liability, obligation, covenant, warranties or certification made by the Commercial Establishment and continuance of such default for ten (10) days after receiving written notice. If a participating business is found in non-compliance a second occasion, the contract will be immediately terminated and the business signs shall be removed from the Logo Signs and returned to the business. The business will not be allowed to reapply for two (2) years.

14. It is recognized by both parties that it may be necessary for the MoDOT from time to time to temporarily close various portions and interchanges of the interstate highway for the purposes of maintenance or reconstruction. In the event that such closures or detours affect sections of the interstate system where Logo Signs have been installed, the Customer shall have no claim whatsoever against the MoDOT or ML for disruption of signing and/or access resulting from these closures, or damages (when actual or consequential) arising therefrom.

Missouri Logos

LOGO ORDER AGREEMENT

3218 Emerald Lane Suite A

Jefferson City, MO 65109

(800) 666-3514 (573) 893-6662 (573) 893-7148 Fax

Invoice Number: 25151

MAINLINES	# OF COLORS	COST
48" x 36"	1	225.00
48" x 36"	2	320.00
48" x 36"	3	375.00
48" x 36"	4	450.00

RAMPS TBS	# OF COLORS	COST
24" x 18"	1	137.00
24" x 18"	2	181.00
24" x 18"	3	244.00
24" x 18"	4	300.00

NOTE: There will be an additional charge of \$50.00 for each color over 4.

Business Location: Interstate 1070 Exit No. 020 Service: Gas Date: 8/4/2014

Address: #Error

			<u>QUANTITY ORDERED</u>	<u>PRICE</u>	<u>AMOUNT</u>
Advertiser:	Phillips 66 Diesel	1	# Mainline	\$320.00 /ea	\$320.00
Number of Colors:	2	1	# Ramp	\$181.00 /ea	\$181.00
Contract #:	865151	0	# Trailblazers	\$181.00 /ea	\$0.00
Customer Advertiser Number:			Subtotal:		\$501.00
Market Code:	011		Tax:		\$38.70
Art Design Title No:	MO-3521		Installation:		\$100.00
Account Executive:	Ron Young		Freight:		\$50.00

BILLING INFORMATION:

Gas Mart USA

Mr. Leroy Stocks

10777 Berkley Ste 200

Overland Park, KS 66211

TOTAL: \$689.70

Please remit LOA, signed artwork, and SEPARATE CHECK PAYABLE TO MISSOURI LOGOS for the total amount to the above address. All of the above are needed to begin production. Upon receipt of the above, Missouri Logos will have logos produced and ready to install, if on existing signs, in 60 days.

Acknowledgement _____



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66 I 070 & 020

INVOICE NO: 105635401

INVOICE DATE: 12/25/2014

LOGO CUSTOMER NO: 49370

DUE DATE: 01/24/2015

LOGO CONTRACT NO: 2303567

MARKET / LOCATION			PANEL NUMBER	MEDIA TYPE	AMOUNT
11 - I 070 020 HIGHWAY 007 BLUE S, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 12/25/2014 DESIGN: MO-3521 LOGOS FREIGHT INSTALL				LOGOPLATES	501.00
					50.00
				LOGOINSTALLATIONS	100.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX			AMOUNT
21.17	7.52	10.02			689.71

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105635401000000689713

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
689.71
US DOLLARS

Office Use Only
105635401
49370-7
12/25/2014

MAIL
PAYMENT 
TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!



INVOICE

QUESTIONS? CONTACT 800-666-3514

COMPANY: 465 - MISSOURI LOGOS PARTNERSHIP

CUSTOMER: GAS MART USA, INC
ADVERTISER: PHILLIPS 66 I 070 & 020

INVOICE NO: 105730545

INVOICE DATE: 02/01/2015

LOGO CUSTOMER NO: 49370
LOGO CONTRACT NO: 2303567

DUE DATE: 03/03/2015

MARKET / LOCATION	PANEL NUMBER	MEDIA TYPE	AMOUNT
11 - I 070 020 HIGHWAY 007 BLUE S, MO (ZZZZ065) 465-MISSOURI LOGOS SERVICE DATES: 02/01/2015 TO 06/30/2015 I 070 E 20 AP(M3)1 I 070 W 020 P(R3)4	61543 41431 Total Logos: 2	MAINLINES RAMPS	625.00 0.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX	AMOUNT
0.00	0.00	0.00	625.00

REMITTANCE STUB - PLEASE SEND THIS WITH PAYMENT, PAYABLE IN US DOLLARS

49370/_/Logo/_/0000465

MAKE CHECKS PAYABLE TO: MISSOURI LOGOS PARTNERSHIP

000049370105730545000000625005

GAS MART USA, INC
ATTN: BRENDA
10777 BARKLEY
STE 200
OVERLAND PARK, KS 66211-1162

TERMS:
NET 30 DAYS

THIS AMOUNT DUE
625.00
US DOLLARS

Office Use Only
105730545
49370-7
02/01/2015

MAIL
PAYMENT ☐ TO

MISSOURI LOGOS PARTNERSHIP
3218 EMERALD LANE SUITE A
JEFFERSON CITY MO 65109

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!