

Fill in this information to identify the case:

Debtor 1 Gas-Mart USA, Inc.
 Debtor 2 _____
 (Spouse, if filing) _____
 United States Bankruptcy Court Western District of Missouri
 Case number: 15-41915

FILED

U.S. Bankruptcy Court
Western District of Missouri

12/22/2015

Paige Wymore-Wynn, Clerk

**Official Form 410
Proof of Claim**

12/15

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Abraham J. Gustin Revocable Trust dated 12291994</u>	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>Abraham J. Gustin Revocable Trust dated 12291994</u> Name _____ %Thomas S. Busch, Martin Pringle, et al. 9401 Indian Creek Parkway, Bldg 40, Ste 1150 Overland Park, KS 66210 Contact phone <u>913-491-5500</u> Contact email <u>sbhaines@martinpringle.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Official Form 410

Proof of Claim

page 1

Gas-Mart USA, Inc. POC



00224

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

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____										
7. How much is the claim?	\$ 9800000.00 <div style="float: right; text-align: right;"> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). </div>										
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Redemption of the Gustin Trust Gas-Mart Shares.										
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) <table style="width: 100%;"> <tr> <td style="width: 50%;">Value of property:</td> <td style="width: 50%;">\$ _____</td> </tr> <tr> <td>Amount of the claim that is secured:</td> <td>\$ _____</td> </tr> <tr> <td>Amount of the claim that is unsecured:</td> <td>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Amount necessary to cure any default as of the date of the petition:</td> <td style="width: 40%;">\$ _____</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Annual Interest Rate (when case was filed)</td> <td style="width: 40%;">_____ %</td> </tr> </table> <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	Value of property:	\$ _____	Amount of the claim that is secured:	\$ _____	Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)	Amount necessary to cure any default as of the date of the petition:	\$ _____	Annual Interest Rate (when case was filed)	_____ %
Value of property:	\$ _____										
Amount of the claim that is secured:	\$ _____										
Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)										
Amount necessary to cure any default as of the date of the petition:	\$ _____										
Annual Interest Rate (when case was filed)	_____ %										
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____										
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____										

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<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"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies	\$ _____
* Amounts are subject to adjustment on 4/1/16 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

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

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

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

Check the appropriate box:

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

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

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

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

Executed on date 12/22/2015
MM / DD / YYYY

/s/ s/ Scott B. Haines

Signature

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

Name	s/ Scott B. Haines		
	First name	Middle name	Last name
Title	Attorney		
Company	Martin Pringle Oliver Wallace & Bauer, LLP		
	Identify the corporate servicer as the company if the authorized agent is a servicer		
Address	9401 Indian Crk Pkwy, Bldg 40, Ste 1150		
	Number	Street	
	Overland Park, KS 66210		
	City	State	ZIP Code
Contact phone	913-491-5500		Email sbhaines@martinpringle.com

STOCK REDEMPTION AND PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into effective July 2, 2007 by and among Gas-Mart USA, Inc., a Missouri corporation (hereinafter referred to as "the Company"); Abraham J. Gustin, an individual and as Trustee of the Abraham J. Gustin Revocable Trust, dated December 29, 1994 and Greg Gustin, an individual (collectively known as the "Gustin Group"); and David George, an individual and as Trustee of the George Family Trust dated November 18, 1996 and Michael George, an individual (collectively known as the "George Group"). The above parties are together collectively referred to as "Shareholders" and individually as a "Shareholder".

RECITALS

A. The shares of the Company are owned as follows:

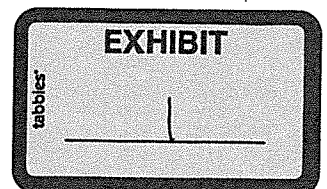
Gustin Group -

Abraham J. Gustin Revocable Trust, dated December 29, 1994	50,000 shares
Greg Gustin	50,000 shares

- George Group -

David George	25,000 shares
Michael George	25,000 shares
George Family Trust, dated November 18, 1996 (the "George Family Trust")	50,000 shares

B. The Shareholders and the Company believe is to be in the best interest of all parties that the stock of shareholders, upon certain events, be acquired by the Company and/or those other Shareholders.



C. The George Family Trust is for the benefit of the Primary Beneficiaries. Upon their deaths the Company shares will be held equally by, or for the benefit of, David and Michael George. This Agreement is not applicable to any Triggering Events as to the Primary Beneficiaries, and is not applicable to any Triggering Events as to David and Michael George during the lifetime of the Primary Beneficiaries. After the deaths of the Primary Beneficiaries, this Agreement is applicable to Triggering Events, described herein, as to David and Michael George as to their fifty percent deferred ownership of the Company shares in the George Family Trust.

D. This Agreement supercedes the Shareholder Agreement dated November 30, 1999.

AGREEMENT

In consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

1. Redemption of Shares. Upon the occurrence of a Triggering Event (as defined herein), the Company shall acquire all Company shares, whenever acquired, owned by the Shareholder (or such Shareholder's estate or trust), subject to any and all provisions of this Agreement. The closing of the stock redemption under this section shall take place no later than ninety (90) days from the date of actual notice to the Company of the Triggering Event. The purchase rights and obligations hereunder shall be under the procedures, price, terms and methods as set forth herein.

2. Triggering Events. Any Shareholder's death, or imminent loss of shares in a divorce or marriage separation action or in a voluntary or involuntary bankruptcy, are deemed to

collectively be known as Triggering Events. Should any Shareholder become subject to any event reasonably likely to create a potential for a Triggering Event, such Shareholder shall immediately provide written notice of the same to the other Shareholders and the Company.

3. Restrictions on Lifetime Disposition. Except as set forth herein, no Shareholder shall transfer, encumber or dispose of all or any part of any shares in the Company except as herein provided or by the unanimous consent of the Shareholders and the Company. Any transferee of a permitted transfer hereunder must, immediately prior to such transfer, execute a counterpart of this Agreement agreeing to be bound by all requirements, provisions, obligations and restrictions herein. Any transfer not made in accordance with the terms hereof shall be void and without effect. No Shareholder shall place or allow to be placed upon such Shareholder's shares any debt, lien, encumbrance or pledge.

4. Purchase Price of Shares. Unless and until changed or otherwise established as provided elsewhere in this Agreement, it is agreed that the purchase price to be paid for a Shareholder's shares shall be the certified value determined by the Company's board of directors for such stock at the last annual meeting of the board of directors. The Company's board of directors shall certify at each annual meeting the total and per share values of the issued and outstanding stock of the Company. The certified value of all issued and outstanding stock as of the date of this Agreement is \$12,000,000 which is \$60.00 per share. No other valuation method shall be used under this Agreement unless otherwise agreed in writing by the parties participating in the transaction requiring a valuation.

5. Payment of Purchase Price. Upon the death of a Shareholder, the Company and the surviving Shareholders shall make all reasonable efforts to collect any company-owned life insurance proceeds attributable to the death of the deceased Shareholder as soon as possible. On

the designated closing date and to the extent of any insurance proceeds received through that date, payment of the purchase price shall be by cash, wire transfer, certified funds or such other method as the recipient may reasonable request. In the event that the purchase price is greater than the available insurance proceeds on the closing date, such additional purchase price shall be paid by promissory note with interest at the Applicable Federal Rate as determined by the Internal Revenue Service as provided by Section 1274 of the Internal Revenue Code of 1986, as amended. However, upon receipt of any pending insurance proceeds, such proceeds shall be immediately used, applied and paid as a payment on the promissory note. The note shall contain a provision for equal monthly payments over a fifteen (15) year term until fully paid (but no prepayment penalty shall apply) and shall contain customary acceleration provisions in the event of default on any debt, bankruptcy or similar events as the holder may require.

Upon receipt of the Company's promissory note, the Shareholder (or his estate and/or the trustee of his revocable trust) shall deliver to the Company stock certificate(s) duly endorsed for transfer. As security for the payment of the promissory note, the Company shall deposit with a mutually acceptable escrow agent, all of the shares of the Company purchased hereunder, duly endorsed in blank for transfer. So long as the Company is not in default in the payment of the promissory note, it shall exercise and enjoy all the rights accruing from the ownership of the shares. Upon payment in full of the promissory note, the escrow agent shall return all of the shares deposited with him to the Company without any notice or further consent from the Shareholder (or his estate and/or trustee of his revocable trust). If the Company defaults in the payment of the promissory note and such default continues for sixty (60) days, the escrow agent shall return the shares to the Shareholder (or his estate and/or the trustee of his revocable trust).

6. Insurance.

Right to Purchase Insurance. The Company, as defined by this Agreement, shall have the right to purchase life insurance on any or all of the Shareholders, as defined by this Agreement, to finance the purchase of shares pursuant to this Agreement. The Company shall be the owner and beneficiary of the insurance policies as purchased.

7. Delivery of Shares. All certificates representing shares, if any, sold, purchased, transferred or redeemed pursuant to this Agreement shall be delivered by the transferring or selling Shareholder (or such Shareholder's Legal Representative) to the purchaser or transferee upon payment, by cash, wire transfer, certified funds or secured promissory note, of the purchase price specified in this Agreement. Subject to Section 5, these certificates shall be duly endorsed for transfer to the purchaser or transferee. If such certificates do not exist or are not presented to the purchaser or transferee upon payment of the purchase price hereunder, the books of the Company shall, by resolution of the board of directors of the Company, exclusive of the selling or transferring Shareholders, reflect the selling/transferring Shareholder's applicable decrease in shares. Upon delivery of the shares hereunder, the delivering Shareholder will be deemed to have immediately resigned as officer, director and employee of the Company.

8. Miscellaneous.

(a) Amendment or Waiver. Any provision of this Agreement may be amended or waived, but such amendment or waiver shall become effective only when reduced to writing and signed by the Company and all the Shareholders who are parties to this agreement. A waiver by the Company or a Shareholder of any provision herein shall not constitute a waiver of such provision with respect to any subsequent disposition of shares or of any other provision contained herein.

(b) Ownership of Shares. Upon receipt of the shares pursuant to this Agreement, so long as the record owner is not in default under this Agreement, the record owner shall exercise and enjoy all the rights accruing from the ownership of the shares except as limited herein.

(c) Legend. In order to effectuate this Agreement, each stock certificate owned by a Shareholder shall bear a legend upon its face in substantially that form set forth as follows:

Ownership, encumbrance, pledge, assignment, transfer or other distribution of this certificate or any shares issued in lieu thereof, is subject to certain restrictions contained in a Stock Redemption and Purchase Agreement effective July 2, 2007 between and among this Company, its successors and permitted assigns, and the Company's Shareholders, a copy of which is on file in the office of the Secretary of the Company.

(d) Liability of Insurers. No insurance company which has issued or shall issue a policy or policies subject to this Agreement shall be under any obligation with respect to the performance of the terms and conditions of this Agreement. Any such company shall be bound only by the terms of the policy or policies which it has issued or shall hereafter issue and shall have no liability except as set forth in its policies.

(e) Termination. This Agreement shall terminate upon the occurrence of the bankruptcy, receivership or dissolution of the Company, the voluntary agreement of all Shareholders who are a party to this Agreement, or the death of all Shareholders within a period of ninety (90) days.

(f) Construction. Throughout this Agreement, the masculine gender shall be deemed to include the feminine or neuter, and vice versa; the singular, the plural, and vice versa.

The headings of the sections of this Agreement are for reference only and do not limit, expand or otherwise affect the contents of this Agreement.

(g) Notices. All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by (i) U.S. Post Office first class mail, certified or certified return receipt requested or (ii) personal delivery to the Company at the address of its principal offices and to the Shareholders at their respective residence addresses as contained in the records of the Company. The effective date of the notice shall be the date mailed as evidenced by the postal receipt date of mailing or the date upon which the notice is personally delivered. A rejection of an attempted delivery of notice hereunder shall be deemed an acceptance thereof.

(h) Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(i) Governing Law. This Agreement shall be subject to and governed by the laws of the State of Kansas, irrespective of the fact that one or more parties now is or may become a resident of a different state.

(j) Binding Effect. This Agreement shall be binding not only upon the parties hereto, but also upon their respective heirs, executors, administrators, beneficiaries, representatives, trustees, officers, directors, attorneys, successors and assigns; and the parties hereby agree for themselves, and their respective heirs, executors, administrators, beneficiaries, representatives, trustees, officers, directors, attorneys, successors and assigns, to execute any

instruments and to perform any acts which may be necessary or proper to carry out the purpose of this Agreement. This Agreement may be enforced by specific performance.

(k) Transfer of Shares to Revocable Trust. Any shareholder may transfer his or her shares to a revocable trust for his or her benefit. Notice of such transfer must be given to the other shareholders, but their permission need not be obtained. The trustee of such trust is subject to all rights, privileges and obligations of any other shareholder. A Triggering Event as to the transferor to a revocable trust shall be of the same effect as a Triggering Event to the revocable trust itself.

(l) Multiple Execution. This Agreement may be executed in any number of multiple originals and each such original so executed shall have the same force and effect as an original instrument.

(m) Superseding Effect as to All Prior Agreements. This Agreement shall supersede all previous buy out agreements, stockholders' agreements, shareholder agreements, cross purchase agreements or other similar agreements pertaining to the herein subjects. All such previous agreements shall be held null and void, with no further effect as between the parties, upon the final execution of this Agreement.

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

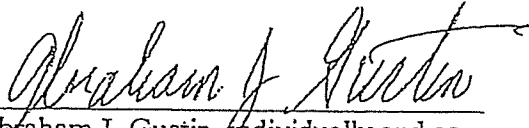
COMPANY:

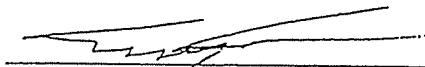
Gas-Mart USA, Inc., a Missouri corporation

By: [Signature]
Name: David A. Brown
Title: President


SHAREHOLDERS:

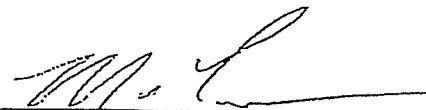
GUSTIN GROUP:



Abraham J. Gustin, individually and as
trustee of the Abraham J. Gustin Revocable
Trust, dated December 29, 1994


Greg Gustin, Shareholder

GEORGE GROUP:

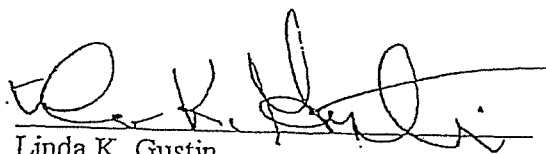

David George, Shareholder



Michael George, Shareholder

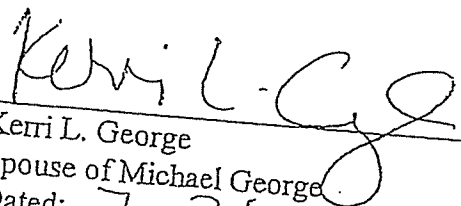

David George, individually and as trustee of
the George Family Trust, dated November 18, 1996

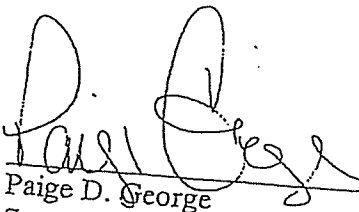
SPOUSAL CONSENT AND WAIVER


We, the undersigned spouses of the parties to this Stock Redemption and Purchase Agreement effective July 2, 2007 (the "Agreement"), hereby acknowledge that we have read this Agreement and consent to all of its terms. Without limiting the generality of the previous sentence, we specifically consent and agree to the disposition made in the Agreement of any interest we may have in the Company through federal and state community property, marital and property (real and personal) laws or otherwise, to the provisions made in the Agreement for determining or adjusting the purchase price of the Shareholder share interest to be bought and sold under the Agreement, and to the purchase price now or later to be determined by the parties to the Agreement.

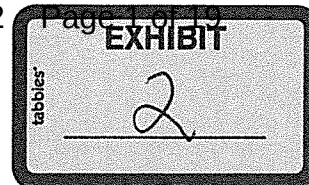

Linda K. Gustin
Spouse of Abraham J. Gustin
Dated: _____, 2007


Michelle G. Gustin
Spouse of Greg Gustin
Dated: 8-23, 2007


Kerri L. George
Spouse of Michael George
Dated: 7-31, 2007


Paige D. George
Spouse of David George
Dated: 7-30-07, 2007


Linda George
Primary Beneficiary of the George Family
Trust dated November 18, 1996
Dated: 8-2-, 2007



BY-LAWS
OF
GAS-MART USA, INC.

ARTICLE I

OFFICES

Section 1. The registered office shall be in the City of Kansas City, County of Jackson, State of Missouri.

Section 2. The corporation may also have offices at such other places both within and without the State of Missouri as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. All meetings of the stockholders shall be held at such place as may be fixed from time to time by the Board of Directors, or at such other place either within or without the State of Missouri as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

Section 2. An annual meeting of stockholders shall be held on the first Tuesday of September, if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10:00 a.m. or at such other date and time as may be determined from time to time by resolution adopted by the Board of Directors, when they shall elect by a majority vote a Board of Directors, and transact such other business as may properly be brought before the meeting.

Section 3. A majority of the stock issued and outstanding and entitled to vote at any meeting of stockholders, the holders of which are present in person or represented by proxy, shall constitute a quorum for the transaction of business except as otherwise provided by law, by the certificate of incorporation, or by these By-Laws. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum and the votes present may continue to transact business until adjournment. If, however, such quorum shall not be present or represented at any meeting of the stockholders, a majority of the voting stock represented in person or by proxy may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or

represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 4. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of Missouri Statutes, or the Certificate of Incorporation, or these By-Laws, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 5. At each meeting of the stockholders, each stockholder having the right to vote may vote in person or may authorize another person or persons to act for him by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than one year prior to said meeting, unless said instrument provides for a longer period. All proxies must be filed with the secretary of the corporation at the beginning of each meeting in order to be counted in any vote at the meeting. Each stockholder shall have one vote for each share of stock having voting power registered in his name on the books of the corporation on the record date set by the Board of Directors as provided in Article VI, Section 6 hereof. All elections shall be had and all questions decided by a majority vote.

Section 6. Special meetings of the stockholder, for any purpose, or purposes, unless otherwise prescribed by statute or by the certificate of Incorporation, may be called at any time by the president and shall be called by the president or the secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning at least 15% of the outstanding stock entitled to vote on any of the matters to be voted on at such special meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 7. Business transacted at any special meeting of stockholders shall be limited to the purpose or purposes stated in the notice.

Section 8. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which notice shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. The written notice of any meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation.

Section 9. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 10. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stock holders who have not consented in writing.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall be three (3). The directors need not be stockholders. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and the directors elected shall hold office until the next annual meeting of the stockholders and until their successors are elected and qualified; provided, however, that unless otherwise restricted by the certificate of incorporation or by law, any director may be removed, either with or without cause, from a Board of Directors at any meeting of the stockholders by a majority of the stock entitled to vote thereat.

Section 2. Vacancies on the Board of Directors by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. The directors so chosen shall hold office until the next annual election of directors and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in

the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Circuit Court of the State of Missouri may, upon application of any stockholder or stockholders holding at least ten percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3. The property and business of the corporation shall be managed by or under the direction of its Board of Directors. In addition to the powers and authorities by these By-Laws expressly conferred upon them, the board may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

MEETINGS OF THE BOARD OF DIRECTORS

Section 4. The directors may hold their meetings and have one or more offices, and keep the books of the corporation outside of the State of Missouri.

Section 5. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called by the president or the chairman of the board of Directors on forty-eight hours' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or the secretary in like manner and on like notice on the written request of two directors unless the board consists of only one director; in which case special meetings shall be called by the president or secretary in like manner or on like notice on the written request of the sole director.

Section 7. At all meetings of the Board of Directors a majority of the authorized number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the vote of a majority of the directors present at any meeting at which there is a quorum, shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the certificate of incorporation or by these By-Laws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. If only one director is authorized, such sole director shall constitute a quorum.

Section 8. Unless otherwise restricted by the certificate of incorporation or these

By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

Section 9. Unless otherwise restricted by the certificate of incorporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

COMMITTEES OF DIRECTORS

Section 10. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, each such committee to consist of one or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the By-Laws of the corporation; and, unless the resolution or the certificate of incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

Section 11. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

COMPENSATION OF DIRECTORS

Section 12. Unless otherwise restricted by the certificate of incorporation or these By-Laws, the Board of Directors shall have the authority to fix the compensation of

directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment except payment for expenses, if any, shall be made to any director who serves the corporation in any other capacity and receives compensation therefor. Members of special or stand committees may be allowed like compensation for attending committee meetings.

ARTICLE IV

OFFICERS

Section 1. The officers of this corporation shall be chosen by the Board of Directors and shall include a president and secretary. The corporation may also have at the discretion of the Board of Directors such other officers as are desired, including a chairman of the board, a vice president or additional vice presidents, one or more assistant secretaries, a treasurer and assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 hereof. In the event there are two or more vice presidents, then one or more may be designated as executive vice president, senior vice president, vice president-marketing, or other similar or dissimilar title. At the time of the election of officers, the directors may by resolution determine the order of their rank. Any number of offices may be held by the same person, unless the certificate of incorporation or these By-Laws otherwise provide.

Section 2. The Board of Directors, at its first meeting after such annual meeting of stockholders, shall choose the officers of the corporation.

Section 3. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. If the office of any officer or officers becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

CHAIRMAN OF THE BOARD

Section 6. The chairman of the board, if such an officer be elected, shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the By-Laws. If there is no president, the chairman of the board shall in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section of this Article IV.

PRESIDENT

Section 7. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. He shall preside at all meetings of the stockholders and, in the absence of the chairman of the board, or if there be none, at all meetings of the Board of Directors. He shall be an ex-officio member of all committees and shall have the general powers and duties of management usually vested in the office of president and chief executive officer of Corporations, and shall have such other powers and duties as may be prescribed by the Board of Directors or the By-Law.

VICE PRESIDENTS

Section 8. In the absence or disability of the President, the vice presidents, if duly elected, in order of their rank as fixed by the Board of Directors, or if not ranked, the vice president designated by the Board of Directors, shall perform all the duties of the president, and when so acting shall have all the powers of and be subject to all the restrictions upon the president. The vice presidents shall have such other duties as from time to time may be prescribed for them, respectively, by the Board of Directors.

SECRETARY AND ASSISTANT SECRETARY

Section 9. The secretary shall attend all sessions of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required by the Board of Directors. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as may be prescribed by Board of Directors or the By-Laws. He shall keep in safe custody the seal of the corporation, and when authorized by the board, affix the same to any instrument requiring it, and when so affixed it shall be attested by his signature or by the signature of an assistant secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the Board of Directors, or if there be no such determination, the assistant secretary designated by the Board of Directors, shall perform duties and have powers as the Board of Directors may from time to time prescribe.

TREASURER AND ASSISTANT TREASURER

Section 11. The treasurer, if duly elected, shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys, and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation. If required by the Board of Directors, he shall give the corporation a bond, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 12. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the Board of Directors, or if there be no such determination, the assistant treasurer designated by the Board of Directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

GENERAL MANAGER

Section 13. The general manager shall be responsible for providing the daily management of the Corporation's business and shall have the right and duty to make all decisions as deemed necessary by him in the day-to-day operation of the business subject to any parameters established by the Board of Directors.

ARTICLE V

INDEMNIFICATION

Section 1. (a) The corporation shall indemnify any person who was or is a party or is threatened to be made party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, or itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The corporation shall indemnify any director or officer of this corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no such indemnification shall be made in respect of any claim, issue or as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a director or officer of the corporation shall be successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under paragraphs (a) and (b) (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances

because he has met the applicable standard of conduct set forth in paragraphs (a) and (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this Article.

(f) The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification of advancement of expenses may be entitled under any provision contained in the certificate of incorporation, statute, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The Board of Directors may authorize, by a vote of a majority of a quorum of the board of directors, the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. Every holder of stock of the corporation shall be entitled to have a certificate signed by, or in the name of the corporation by, the chairman or vice chairman of the Board of Directors, or the president or a vice president, and by the secretary or an assistant secretary, or the treasurer or an assistant treasurer of the corporation, certifying the number of shares represented by the certificate owned by such stockholder in the corporation.

Section 2. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 3. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock.

LOST, STOLEN OR DESTROYED CERTIFICATES

Section 4. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 5. Upon surrender to the corporation, or the transfer agent of the corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

FIXING RECORD DATE

Section 6. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders, or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to a notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

REGISTERED STOCKHOLDERS

Section 7. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Missouri.

ARTICLE VII

GENERAL PROVISIONS

Dividends

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Before payment of any dividend there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish any such reserve.

Checks

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

Fiscal Year

Section 4. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Seals

Section 5. The corporate seal shall have inscribed thereon the name of the corporation, and the words "Corporate Seal, Missouri." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Notices

Section 6. Whenever, under the provision of the statutes or of the certificate of incorporation or of these By-Laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 7. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VIII

AMENDMENTS

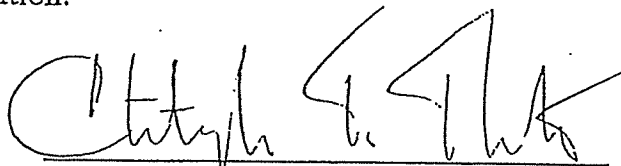
Section 1. These By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the certificate of incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the Stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such special meeting. If the power to adopt,

amend or repeal By-Laws is conferred upon the Board of Directors by the certificate of incorporation, it shall not divest or limit the power of the stockholders to adopt, amend or repeal By-Laws.

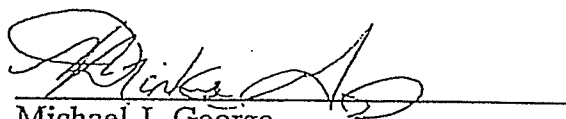
CERTIFICATE

We, the undersigned, hereby certify that the foregoing By-Laws were duly adopted as and for the By-Laws of said corporation, and hereby further certify that the foregoing constitute the By-Laws of said corporation.

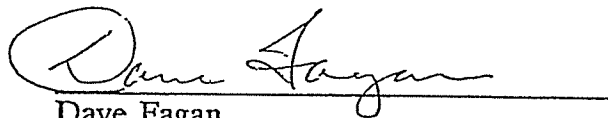
Dated: September 1, 1995



Christopher T. Thurston



Michael J. George



Dave Fagan

thereto;

To develop, acquire, own, hold, buy, sell, transfer and otherwise dispose of patents and patent rights, trade-marks and trade names, copyrights, licenses, franchises, permits or other

evidences of right;

To establish pension plans, profit-sharing plans, stock bonus plans, stock option plans and other incentive plans for any or all of its directors, officers and employees; and

To do all things necessary and incidental to the furtherance, promotion, conduction and operation of such enterprises, at one or more locations, and to have and exercise all of the powers conferred by the laws of the State of Missouri upon corporations formed under Missouri Law, and all acts amendatory thereof and supplemental thereto, it being expressly provided that the foregoing enumeration of powers shall be construed both as objectives and powers to be in furtherance of, and not in limitation of, powers conferred by the laws of the State of Missouri, and the foregoing enumeration of specific powers shall not be held to alter or restrict in any manner the general powers of this corporation."

6. Article Ten is amended to read as follows:

"Article Ten

A. Actions Involving Directors and Officers. The Corporation shall indemnify each person who at any time is serving or has served as a director or officer of the Corporation against any claim, liability or expense incurred as a result of such service, or as a result of any other service on behalf of the Corporation, or service at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, to the maximum extent permitted by law. Without limiting the generality of the foregoing, the Corporation shall indemnify any such person who was or is a party (other than a party plaintiff suing on his own behalf or in the right of the Corporation), or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, but not limited to, an action by or in the right of the corporation) by reason of such services against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

B. Actions Involving Employees or Agents.

1. The Corporation may, if it deems appropriate and as may be permitted by this Article, indemnify any person who at any time is serving or has served as an employee or agent of the Corporation against any claim, liability or expense incurred as a result of such service or as a result of any other service on behalf of the Corporation, or service at the request of the Corporation, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise to the maximum extent permitted by law or to such lesser extent as the Corporation, in its discretion, may deem appropriate. Without limiting the generality of the foregoing, the Corporation may indemnify any such person who was or is a party (other than a party plaintiff suing on his own behalf or in the right of the Corporation), or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, but not limited to, an action by or in the right of the Corporation) by reason of such services, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

2. To the extent that an employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section

B(1) of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the action, suit or proceeding.

C. Determination of Right to Indemnification in Certain Circumstances. Any indemnification required under Section A of this Article or authorized by the Corporation under Section B of this Article (unless ordered by a court) shall be made by the Corporation unless a determination is reasonably and promptly made that indemnification of the director, officer, employee or agent is not proper in the circumstances because he has not met the applicable standard of conduct set forth in or established pursuant to this Article. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the shareholders.

D. Advance Payment of Expenses. Expenses incurred by a person who is or was a director or officer of the Corporation in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, and expenses incurred by a person who is or was an officer, employee or agent of the Corporation in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors, in either case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in or pursuant to this Article.

E. Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Bylaws of the Corporation or any statute, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

F. Indemnification Agreements Authorized. Without limiting the other provisions of this Article, the Corporation is authorized from time to time, without further action by the shareholders of the Corporation, to enter into agreements with any director, officer, employee or agent of the Corporation providing such rights of indemnification as the Corporation may deem appropriate, up to the maximum extent permitted by law. Any such agreement entered into by the Corporation with a director may be authorized by the other directors, and such authorization shall not be invalid on the basis that similar agreements may have been or may thereafter be entered into with such other directors.

G. Standard of Conduct. Except as may otherwise be permitted by law, no person shall be indemnified pursuant to this Article Ten (including without limitation pursuant to any agreement entered into pursuant to Section F of this Article) from or on account of such person's conduct which is finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct. The Corporation may (but need not) adopt a more restrictive standard of conduct with respect to the indemnification of any employee or agent of the corporation.

H. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was otherwise serving on behalf or at the request of the Corporation in any such capacity, or arising

out of his status as such, whether or not the Corporation is obliged to or would have the power to indemnify him against such liability under the provisions of this Article; provided, that the obtaining of any such insurance shall not give rise to any right to indemnification for any director, officer, employee or agent except as otherwise specified herein, in the Bylaws of the Corporation; or by separate agreement with the Corporation.

I. Certain Definitions. For the purposes of this Article:

1. Any director or officer of the Corporation who shall serve as a director, officer or employee of any other corporation, partnership, joint venture, trust or other enterprise of which the Corporation, directly or indirectly, is or was the owner of a majority of either the outstanding equity interests or the outstanding voting stock (or comparable interests) shall be deemed to be serving as such director, officer or employee at the request of the Corporation, unless the Board of Directors of the Corporation shall determine otherwise. In all other instances where any person shall serve as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise of which the Corporation is or was a stockholder or creditor, or in which it is or was otherwise interested, if it is not otherwise established that such person is or was serving as such director, officer, employee or agent at the request of the Corporation, the Board of Directors of the Corporation may determine whether such service is or was at the request of the Corporation, and it shall not be necessary to show any actual or prior request for such service.

2. References to a corporation include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

3. The term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; the term "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to any employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have satisfied any standard of care required by or pursuant to this Article in connection with such plan.

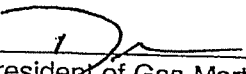
J. Survival. Any indemnification rights provided pursuant to this Article shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. Notwithstanding any other provision in these Articles of Incorporation, indemnification rights arising under or granted pursuant to this Article shall survive amendment or repeal of this Article with respect to any acts or omissions occurring prior to the effective time of such amendment or repeal and persons to whom such indemnification rights are given shall be entitled to rely upon such indemnification rights with respect to such acts or omissions as a binding contract with the Corporation.

K. Amendment. The affirmative vote of the holders of record of outstanding shares

representing at least fifty-one percent (51%) of all of the outstanding shares of capital stock of the Corporation then entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend, repeal or adopt any provision inconsistent with this Article, notwithstanding the fact that a lesser percentage may be specified by the laws of Missouri."

7. Of the 200,000 common shares outstanding, 200,000 of such shares were entitled to vote on such amendments.
8. The number of shares voting for the amendments was 200,000 and the number of shares voting against the amendments was 0.
9. The effective date of the amendments shall be December 15, 2006.

IN AFFIRMATION thereof, the facts stated above are true and correct. The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040 RSMo.



David George, President of Gas-Mart USA, Inc.
Dated: January 11, 2006

**ACTION OF DIRECTORS BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF A MEETING OF
GAS-MART USA, INC.**

The undersigned, being all of the directors of Gas-Mart USA, Inc., a Missouri corporation, acting pursuant to Chapter 351 of the General and Business Corporation Law of the State of Missouri do hereby adopt the following resolution and declare it to be in full force and effect as if it had been fully adopted at a meeting of the Board of Directors of the corporation duly called, noticed and held:

WHEREAS, Section 4. of the Stock Redemption And Purchase Agreement executed by the Shareholders of Gas-Mart USA, Inc. requires the Board of Directors to certify annually the total and per share values of the issued and outstanding stock of Gas-Mart USA, Inc., and

WHEREAS, as of December 31, 2007 there were Two Hundred Thousand (200,000) shares of stock issued and outstanding.

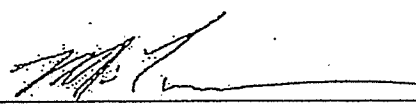
NOW THEREFORE RESOLVED, the Board of Directors by unanimous vote certifies the value of all issued and outstanding stock as of December 31, 2007 is Eight Million Dollars (\$8,000,000.00) which is Forty Dollars (\$40.00) per share.

IN WITNESS WHEREOF, the undersigned have executed this Statement of Unanimous Consent.



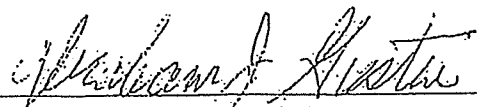
David George, Director

Dated: April 28, 2008



Michael George, Director

Dated: April 28, 2008



Abraham J. Gustin, Director

Dated: April 28, 2008



**ACTION OF DIRECTORS BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF A MEETING OF
GAS-MART USA, INC.**


The undersigned, being all of the directors of Gas-Mart USA, Inc., a Missouri corporation, acting pursuant to Chapter 351 of the General and Business Corporation Law of the State of Missouri do hereby adopt the following resolution and declare it to be in full force and effect as if it had been fully adopted at a meeting of the Board of Directors of the corporation duly called, noticed and held:

WHEREAS, Section 4. of the Stock Redemption And Purchase Agreement executed by the Shareholders of Gas-Mart USA, Inc. requires the Board of Directors to certify annually the total and per share values of the issued and outstanding stock of Gas-Mart USA, Inc., and

WHEREAS, as of November 30, 2008 there were Two Hundred Thousand (200,000) shares of stock issued and outstanding.

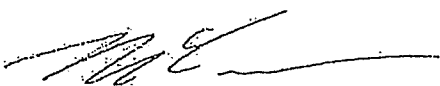
NOW THEREFORE RESOLVED, the Board of Directors by unanimous vote certifies the value of all issued and outstanding stock as of November 30, 2008 is Two Million Dollars (\$2,000,000.00) which is Ten Dollars (\$10.00) per share.

IN WITNESS WHEREOF, the undersigned have executed this Statement of Unanimous Consent.



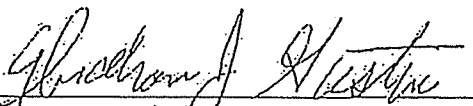
David George, Director

Dated: December 5th, 2008



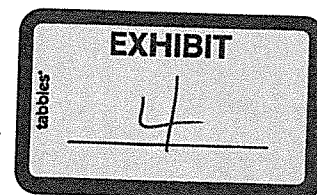
Michael George, Director

Dated: December 5th, 2008



Abraham J. Gustin, Director

Dated: December 6th, 2008

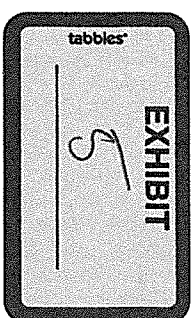


Expert Opinion as to Valuation of Expert John W. Meara, CPA, ABV, CFE, CFF

Summary of Value IndicationsGas-Mart Case
Summary of Value IndicationsBest Indication of Fair Market Value of Gustin Trust 25% Ownership:

At date of Abe Gustin's death	10/7/2010	\$9,800,000	Based on Gas-Mart Fair Market Value Balance Sheets immediately prior to and subsequent to valuation date.
At date of last annual meeting preceding date of death (not conducted)	12/31/2009	\$9,300,000	Based on Gas-Mart Fair Market Value Balance Sheets immediately prior to and subsequent to valuation date.

Source	Valuation Date	Gas-Mart 100%	Gustin Trust 25%	Notes
7/2/07 Stock Purchase Agreement - Board Certified Value	7/2/07	\$12,000,000	\$3,000,000	Signed by 2 David George, Michael George and Abe Gustin. Unknown what factors considered.
4/28/08 Action of Directors - Board Certified Value Pursuant to Stock Purchase Agreement	12/31/07	\$8,000,000	\$2,000,000	Signed by 2 David George, Michael George and Abe Gustin. Unknown what factors considered.
Gas-Mart FMV Balance Sheet	10/31/2008	\$33,470,367	\$8,367,592	FMV of real estate using store location real estate appraisals obtained by lender. Credentialed appraisal prepared in 12/06 and detail of methods and assumptions not available. Balance sheet is signed by Gas-Mart CFO Jerry Heck (an independent CPA), and noted as unaudited. FMV balance sheet subtracts accumulated depreciation from appraised asset value.
12/5/08 Action of Directors - Board Certified Value Pursuant to Stock Purchase Agreement	11/30/08	\$2,000,000	\$500,000	Signed by David George, Michael George and Abe Gustin. Unknown what factors considered. Abe Gustin in poor health. One year prior to date that would have set the value at date of death, nearly two years prior to date of death. Significantly less than FMV balance sheet dated one month earlier.
Annual meeting - not conducted	12/31/2009			Board Certified Value would have set price for date of death value.
Gas-Mart FMV Balance Sheet	3/31/2010	\$37,910,725	\$9,477,681	See notes on 10/31/08 FMV Balance Sheet. Additionally, FMV of real estate has not changed from 12/06 appraisal date.
<u>Date of Abe Gustin's Death</u>	<u>10/7/2010</u>			
Gas-Mart FMV Balance Sheets	12/31/2010	\$39,667,765	\$9,916,941	See notes on 10/31/08 FMV Balance Sheet. Additionally, FMV of real estate has not changed from 12/06 appraisal date. This FMV Balance Sheet is not signed by Gas-Mart's CFO.
Offer Transaction	3/2/10 - 5/31/11	\$13,500,000 - \$17,400,000	\$3,375,000 - \$4,350,000	Independent party offer. Various versions of negotiation documents show range of total value of \$120 million to \$60 million. Net of debt values are \$13.5 million at 3/31/10 and \$16.4 million at 3/31/11. Potential \$10 million down payment/option price could be added to each, however, it is unclear if money ever transferred (GM recorded an \$8 million income on tax return, CFO said only \$5 million was paid and \$2 million was refunded, but tax return was not amended. Also, a \$7.5 million line of credit was recorded with buyer as of 5/1/12.) Offer does not include any quantification of value that would flow to the George family by placing its G&G Enterprises' ATMs in each of buyer's 200 stores.) Note - company currently taking bids for sale of GM combined with Aving-Rice, Fran-Transport and G&G Enterprises, including a bid valuation that assumes a stated amount of recurring EBITDA.



Western District of Missouri Claims Register

[15-41915-abf11 Gas-Mart USA, Inc.](#)

Judge: Arthur B. Federman

Chapter: 11

Office: Kansas City

Last Date to file claims: 12/29/2015

Trustee:

Last Date to file (Govt):

<i>Creditor:</i> (15585792) Abraham J. Gustin Revocable Trust dated 12291994 %Thomas S. Busch, Martin Pringle, et al. 9401 Indian Creek Parkway, Bldg 40, Ste 1150 Overland Park, KS 66210	Claim No: 88 <i>Original Filed</i> <i>Date:</i> 12/22/2015 <i>Original Entered</i> <i>Date:</i> 12/22/2015	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> ePOC <i>Modified:</i>
Amount claimed: \$9800000.00		

History:

[Details](#) [88-1](#) 12/22/2015 Claim #88 filed by Abraham J. Gustin Revocable Trust dated 12291994, Amount claimed: \$9800000.00 (ePOC)

Description:

Remarks:

Claims Register Summary

Case Name: Gas-Mart USA, Inc.

Case Number: 15-41915-abf11

Chapter: 11

Date Filed: 07/02/2015

Total Number Of Claims: 1

Total Amount Claimed*	\$9800000.00
Total Amount Allowed*	

*Includes general unsecured claims

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

	Claimed	Allowed
Secured		
Priority		
Administrative		