

Fill in this information to identify the case:

Debtor 1 Gas-Mart USA, Inc.
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the: Western District of Missouri
Case number BK 15-41915-11

RECEIVED
DEC 28 2015
BMC GROUP

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? Wells Fargo Bank, National Association
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

<p>Where should notices to the creditor be sent?</p> <p><u>Stephen B. Sutton</u> Name <u>2345 Grand Blvd., Ste. 2400</u> Number Street <u>Kansas City MO 64108</u> City State ZIP Code Contact phone <u>816-460-5526</u> Contact email <u>ssutton@lathropgage.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p><u>Troy F. Jefferson</u> Name <u>90 S. 7th Street</u> Number Street <u>Minneapolis, MN 55479</u> City State ZIP Code Contact phone <u>612-667-9355</u> Contact email <u>Troy F. Jefferson</u></p>
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Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

Gas-Mart USA, Inc. POC
00229

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

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

7. How much is the claim? \$ 3,213,281.40. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Deposit account overdrafts

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: Personal property
Basis for perfection: See attached
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ 3,213,281.40
Amount of the claim that is secured: \$ 3,213,281.40
Amount of the claim that is unsecured: \$ 0.00 (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: \$ 3,213,281.40
Annual Interest Rate (when case was filed) 8.00 %
 Fixed
 Variable

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

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

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/16 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:

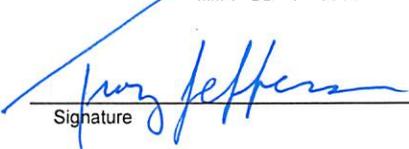
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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


Signature

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

Name Troy F. Jefferson
First name Middle name Last name

Title Senior Vice President

Company Wells Fargo Bank, National Association
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 90 S. 7th Street
Number Street

Minneapolis, MN 55479
City State ZIP Code

Contact phone 612-667-9355 Email troy.jefferson@wellsfargo.com

**LIST OF DOCUMENTS EVIDENCING PERFECTION OF SECURITY
INTERESTS OF WELLS FARGO BANK, NATIONAL ASSOCIATION
FOR DEBTS OF GAS-MART USA, INC.**

The documents set forth below, evidencing the perfected security interest of Wells Fargo Bank, National Association, are voluminous and full copies are available at the website maintained by Stinson Leonard Street LLP at <https://stinsonleonard.highq.com> (“**Gas-Mart Documents Website**”).

UCC-1 Financing Statements

1. UCC-1 Financing Statement covering “All assets of Debtor,” filed on July 25, 2014 with the Missouri Secretary of State as File No. 1408224279549. A copy of this document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000159.
2. UCC-1 Financing Statement covering “All assets of the Debtor,” filed on July 29, 2014 with the Illinois Secretary of State as File No. 19497763. A copy of this document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000352.
3. UCC-1 Financing Statement covering “All assets of the Debtor,” filed on July 25, 2014 with the Kansas Secretary of State as File No. 7099559. A copy of this document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000373.
4. UCC-1 Financing Statement covering “All assets of the Debtor,” filed on July 25, 2014 with the Kansas Secretary of State as File No. 7099534. A copy of this document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000402.
5. UCC-1 Financing Statement covering “Debtor’s Inventory and Equipment” located at the Kane County, Illinois Property described therein, filed on December 19, 2014 with the Missouri Secretary of State as File No. 1412194778822. A copy of this document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000160-WF000161.
6. UCC-1 Financing Statement covering “All assets owned by Debtor in connection with ownership, use, operation or maintenance” located at the real property described therein, filed on May 20, 2015 with the Missouri Secretary of State as File No. 1505225464589. A copy of this document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000162-WF000169.

Security Agreement

7. Security Agreement covering personal property of Gas-Mart executed on or about July 25, 2014. A copy of the first page of this Security Agreement is attached and a full copy

can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000083-WF000090.

8. Security Agreement covering personal property of Aving Rice, LLC, executed on or about July 25, 2014. A copy of the first page of this Security Agreement is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000178-WF000189.
9. Security Agreement covering personal property of Fran Transport & Oil Company executed on or about July 25, 2014. A copy of the first page of this Security Agreement is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000360-WF000372.
10. Security Agreement covering personal property of G&G Enterprises, L.L.C. executed on or about July 25, 2014. A copy of the first page of this Security Agreement is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000389-WF000401.

Mortgages/Deeds of Trust

11. Mortgage on real property located at or near 1500 S. Rt. 127, Greenville Illinois, recorded on October 28, 2014 in the Office of the Recorder of Deeds of Bond County, Illinois in Book GR1061, beginning at Page 335. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000190-WF000207.
12. Mortgage on real property located at or near 491 Franklin St., Carlyle, Illinois, recorded on October 28, 2014 in the Office of the Recorder of Deeds of Clinton County, Illinois as Instrument No. 2014R04862. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000208-WF000225.
13. Mortgage on real property located at or near 1507 W. Fayette Ave., Effingham, Illinois recorded on October 28, 2014, in the Office of the Recorder of Deeds of Effingham County, Illinois as Instrument No. 201401404662, in Vol. 3074, beginning at Page 43. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000226-WF000243.
14. Mortgage on real property located at or near 1104 W. Fayette Ave., Effingham, Illinois, recorded on October 28, 2014, in the Office of the Recorder of Deeds of Effingham County, Illinois as Instrument No. 201401404661, in Vol. 3074, beginning at Page 25. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000244-WF000261.

15. Mortgage on real property located at or near 2301 S. Banker, Effingham, Illinois recorded on October 28, 2014, in the Office of the Recorder of Deeds of Effingham County, Illinois as Instrument No. 201401404660, in Vol. 3074, beginning at Page 7. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000262-WF000279.
16. Mortgage on real property located at or near 640 West Main St., Benton, Illinois recorded on October 28, 2014, in the Office of the Recorder of Deeds of Franklin County, Illinois as Document No. 2014-4681. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000280-WF000297.
17. Mortgage on real property located at or near 3200 W. Broadway, Mt. Vernon, Illinois, recorded on October 28, 2014, in the Office of the Recorder of Deeds of Jefferson County, Illinois as Document No. 201405690. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000298-WF000315.
18. Mortgage on real property located at or near 1706 W. Main, Salem, Illinois recorded on October 28, 2014, in the Office of the Recorder of Deeds of Marion County, Illinois as Document No. 2014R05736. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000316-WF000333.
19. Mortgage on real property located at or near 600 N. Park Ave., Herrin, Illinois recorded on October 28, 2014, in the Office of the Recorder of Deeds of Williamson County, Illinois as File No. 2014-00008418 in Book 280, beginning at Page 881. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000334-WF000351.

Motor Vehicle Titles w/ Recorded Lien

20. Title and Registration Receipt, from the Kansas Department of Revenue, for Fran Transportation & Oil Co. Motor Vehicle VIN 1XPWD49X08D755836. A copy of this document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000374.
21. Title and Registration Receipt, from the Kansas Department of Revenue, for Fran Transportation & Oil Co. Motor Vehicle VIN 1XP5DB9X55D860285. A copy of this document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000375.
22. Title and Registration Receipt, from the Kansas Department of Revenue, for Fran Transportation & Oil Co. Motor Vehicle VIN 4J8T04421XT010701. A copy of this

document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000376.

23. Title and Registration Receipt, from the Kansas Department of Revenue, for Fran Transportation & Oil Co. Motor Vehicle VIN 1H4T04323NL010804. A copy of this document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000377.
24. Title and Registration Receipt, from the Kansas Department of Revenue, for Fran Transportation & Oil Co. Motor Vehicle VIN 1PMA2442185006255. A copy of this document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000378.
25. Title and Registration Receipt, from the Kansas Department of Revenue, for Fran Transportation & Oil Co. Motor Vehicle VIN 1PMA24420B5009316. A copy of this document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000379.
26. Title and Registration Receipt, from the Kansas Department of Revenue, for Fran Transportation & Oil Co. Motor Vehicle VIN 1PMA24427B5009328. A copy of this document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000380.
27. Title and Registration Receipt, from the Kansas Department of Revenue, for Fran Transportation & Oil Co. Motor Vehicle VIN 1PMA24429B5009718. A copy of this document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000381

ORI-08042014-0800 State of Missouri
No of Pages 1 Page



UCC1

File Number: 1408224279549
Date Filed: 7/25/2014 5:00 PM
Jason Kander
Secretary of State

C 7-25-14

A. NAME & PHONE OF CONTACT AT FILER (optional) Janet G Hatch, ACP 816-374-3382
B. E-MAIL CONTACT AT FILER (optional) janet.hatch@bryancave.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; display: inline-block;"> Janet G Hatch, ACP Bryan Cave LLP 1200 Main St Ste 3800 Kansas City, MO 64105 </div> <i>JCF King</i> <i>JCF</i> <i>7/25/14</i> <i>779</i>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Gas-Mart USA, Inc.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 10777 Barkley		CITY Overland Park	STATE KS	POSTAL CODE 66211
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Wells Fargo Bank, National Association				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 90 South 7th St, 9th Fl, MAC N9305-09L, Attn: Perry T. Larson		CITY Minneapolis	STATE MN	POSTAL CODE 55479
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor.

5. Check only if applicable and check only one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check only if applicable and check only one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check only if applicable and check only one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensee	

8. OPTIONAL FILER REFERENCE DATA:
0372131 Wells Fargo/Gas-Mart - MO - State

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

RECEIVED
 SECURITARY OF STATE
 UNIFORM COMMERCIAL CODE DIV.
 2014 JUL 29 PM 2:57

A. NAME & PHONE OF CONTACT AT FILER (optional)
 JANET G HATCH, ACP 816-374-3382

B. E-MAIL CONTACT AT FILER (optional)
 JANET.HATCH@BRYANCAVE.COM

C. SEND ACKNOWLEDGMENT TO (Name and Address)
 JANET G HATCH, ACP
 BRYAN CAVE LLP
 1200 MAIN ST STE 3800
 KANSAS CITY, MO 64105

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S NAME: Provide only ONE Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a ORGANIZATION'S NAME
 AVING-RICE LLC

1b INDIVIDUAL'S SURNAME
 OR

1c MAILING ADDRESS
 1077 BARKLEY
 CITY OVERLAND PARK
 STATE KS
 POSTAL CODE 66211
 COUNTRY USA

2 DEBTOR'S NAME: Provide only ONE Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

2a ORGANIZATION'S NAME
 WELLS FARGO BANK, NATIONAL ASSOCIATION

2b INDIVIDUAL'S SURNAME
 OR

2c MAILING ADDRESS
 90 S 7TH ST, 7TH FL, MAC N9305-09L
 CITY MINNEAPOLIS
 STATE MN
 POSTAL CODE 55479
 COUNTRY USA

3 SECURED PARTY'S NAME (or NAME of ASSIGNOR or ASSIGNEE or ASSIGNOR SECURED PARTY): Provide only ONE Secured Party name (3a or 3b).

ALL ASSETS OF THE DEBTOR.

4 COLLATERAL: This financing statement covers the following collateral:

5 Check box if applicable and check ONLY one box. Collateral is held in a Trust (see UCC1Ad item 17 and instructions) being administered by a Decedent's Personal Representative

5a Check ONLY if applicable and check ONLY one box.

5b Check ONLY if applicable and check ONLY one box.

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transferring Utility

Licensee/Lessor Seller/Buyer Bailor/Ballor Licensee/Licensee

7. ALTERNATIVE DESIGNATION (if applicable): Licensee/Lessor Consignee/Consignor Seller/Buyer Bailor/Ballor Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA
 0372131 WELLS FARGO/GAS-MART - IL - STATE

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

2602 01	FILED BY KS SOS
061 001	07-25-2014
\$20.00	3 05:01:37 PM
PAGES: 00001	FILE#: 7099559



03918561

A. NAME & PHONE OF CONTACT AT FILER (optional) Janet G Hatch, ACP 816-374-3382
B. E-MAIL CONTACT AT FILER (optional) janet.hatch@bryancave.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <input type="checkbox"/> Janet G Hatch, ACP Bryan Cave LLP 1200 Main St Ste 3800 Kansas City, MO 64105

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Fran Transport & Oil Company				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
10777 Barldey	Overland Park	KS	66211	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

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OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Wells Fargo Bank, National Association				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
90 South 7th St, 9th Fl, MAC N9305-09L, Attn: Perry T. Larson	Minneapolis	MN	55479	USA

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

5a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmilling Utility

5b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessor/Lessor Consignor/Consignor Seller/Buyer Bailor/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
0372131 Wells Fargo/Gas-Mart - KS - State

Clerk of the District Court, Johnson County Kansas

04/10/15 04:08pm SS
Capitol Services, Inc

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

2600 01	FILED BY KS SOS
061 001	07-25-2014
\$20.00	05:00:48 PM
PAGES: 00001	FILE#: 7099534



03918559

A. NAME & PHONE OF CONTACT AT FILER (optional) Janet G Hatch, ACP 816-374-3382
B. E-MAIL CONTACT AT FILER (optional) janel.hatch@bryancave.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <input type="checkbox"/> Janet G Hatch, ACP <input type="checkbox"/> Bryan Cave LLP <input type="checkbox"/> 1200 Main St Ste 3800 <input type="checkbox"/> Kansas City, MO 64105

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 1b, leave all of Item 1 blank, check here and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME G & G Enterprises, L.L.C.	OR		
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 10777 Barkley	CITY Overland Park	STATE KS	POSTAL CODE 66211
		COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 2b, leave all of Item 2 blank, check here and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

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2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
		COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Wells Fargo Bank, National Association	OR		
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 90 South 7th St, 9th Fl, MAC N9305-09L, Attn: Perry T. Larson	CITY Minneapolis	STATE MN	POSTAL CODE 55479
		COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
0372131 Wells Fargo/Gas-Mart - KS - State

File Number: 1412194778822
Date Filed: 12/19/2014 10:36 AM
Jason Kander
Secretary of State

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Steve Womack (217) 547-6620
B. E-MAIL CONTACT AT FILER (optional) swomack@firstam.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Steve Womack 901 S. 2nd St. Suite 201 Springfield, IL 62704

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 1408224279549	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
--	--

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Give name of Assignee in item 7a and 7b, and address of Assignee in item 7c and name of Assignor in item 9.
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. **PARTY INFORMATION CHANGE:**
Check one of these two AND Check one of these three boxes to:
This Change affects Debtor **or** Secured Party of record CHANGE name and/or address. Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name. Complete item 7a or 7b, and item 7c DELETE name. Give record name to be deleted in item 6a or 6b.

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME		INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:
DEBTOR'S INVENTORY AND EQUIPMENT LOCATED AT THE PROPERTY IN KANE COUNTY, ILLINOIS DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME WELLS FARGO BANK, NATIONAL ASSOCIATION				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Exhibit "A"

LOTS 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 AND 25 IN BLOCK 8 TOGETHER WITH THAT PORTION OF THE WEST HALF OF THE VACATED ALLEY ADJACENT TO SAID LOTS ON THE EAST, IN LUCK'S NEW ADDITION TO AURORA IN THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS

AND

LOTS 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 AND 50 IN BLOCK 8 TOGETHER WITH THAT PORTION OF THE EAST HALF OF THE VACATED ALLEY ADJACENT TO SAID LOTS ON THE WEST, IN LUCK'S NEW ADDITION TO AURORA, IN THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS

AND

OUTLOT A IN W. B. MILLER'S SECOND ADDITION TO THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS

LESS AND EXCEPT THAT PART CONVEYED TO THE COUNTY OF KANE BY SPECIAL WARRANTY DEED RECORDED JULY 18, 2002 AS DOCUMENT 2002K088662 DESCRIBED AS FOLLOWS:

17.00 FOOT WIDE STRIP OF LAND OVER, ACROSS AND THROUGH A TRACK OF LAND BEING PART OF LOTS 15 THROUGH 25 AND 40 THROUGH 50 IN BLOCK 8 IN LUCK'S NEW ADDITION TO AURORA, AND PART OF OUTLOT A OF W. B. MILLER'S SECOND ADDITION, ALL BEING LOCATED IN PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID 17 FOOT WIDE STRIP LYING NORTHEASTERLY AND ADJACENT TO MONTGOMERY ROAD, 66 FEET WIDE, AS NOW ESTABLISHED.

596 S. Montgomery
Montgomery, IL

15 34 259 007

15 34 259 012

15 34 259 014

15 34 402 002

File Number: 1505225464589
Date Filed: 5/20/2015 8:00 AM

Jason Kander
Secretary of State

ORI-05062015-172 State of Missouri
ORI-05202015-2378 State of Missouri
No of Pages & Pages



UCC1

B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Polinelli PC
ATTN: Risa D'Agostino, Esq.
6201 College Boulevard, Suite 500
Overland Park, KS 66211

1a INITIAL FINANCING STATEMENT FILE NUMBER
1408224279549 filed 07/25/14

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attached Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law
5. PARTY INFORMATION CHANGE:
Check one of these two boxes:
AND Check one of these three boxes for:
CHANGE name and/or address: Complete
ADD name: Complete item
DELETE name: Give record name
This Change affects: Debtor or Secured Party of record
CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name)
OR
7a. ORGANIZATION'S NAME
7b. INDIVIDUAL'S SURNAME
8. CHANGED OR ADDED INFORMATION:
OR
8a. ORGANIZATION'S NAME
8b. INDIVIDUAL'S SURNAME
8c. INDIVIDUAL'S FIRST PERSONAL NAME
8d. INDIVIDUAL'S SURNAME
INDIVIDUAL'S ADDITIONAL NAME(S) (INITIALS)
INDIVIDUAL'S ADDITIONAL NAME(S) (INITIALS)

7c. MAILING ADDRESS
CITY
STATE
POSTAL CODE
COUNTRY
USA

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (8a or 8b) (name of Assignor, if this is an Assignment) and provide name of authorizing Debtor.
Wells Fargo Bank, National Association
10. OPTIONAL FILER REFERENCE DATA:
Debtor: Gas-Man USA, Inc. / Our File No.: (078949/480864); Stores 1 through 18, inclusive, and Store 59

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
1408224279549

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME	
Wells Fargo Bank, National Association	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME			
First Community Bank			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

EXHIBIT A

4101 NORTH BELT HIGHWAY, ST JOSEPH, MO 64506

TRACT 1:

LOT ONE (1), FINAL PLAT, CORRECTED PLAT, COOK PLAZA NORTH, A SUBDIVISION IN THE SE 1/4 SECTION 27, TOWNSHIP 58 NORTH, RANGE 35 WEST, SAINT JOSEPH, BUCHANAN COUNTY, MISSOURI. TOGETHER WITH ACCESS EASEMENT ESTABLISHED IN CORPORATION DEED RECORDED NOVEMBER 7, 1996, IN BOOK 2110, AT PAGE 343, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID COOK PLAZA NORTH; THENCE ALONG THE WEST LINE OF SAID LOT 2, N 00° 05. 00" E 41.00 FEET; THENCE LEAVING SAID WEST LINE N 89° 47. 07" E 302.48 FEET; THENCE S 00° 05. 00" W 62.67 FEET; THENCE N 89° 47. 31" E 315.81 FEET; THENCE S 00° 32. 47" E 233.28 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COOK ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE S 89° 47. 04" W 37.00 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N 00° 32. 47" W 208.29 FEET; THENCE S 89° 47. 31" W 315.09 FEET TO THE EAST LINE OF SAID LOT 1; THENCE N 00° 05. 00" E 46.67 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1, S 89° 47. 07" W 266.48 FEET TO THE POINT OF BEGINNING.

TRACT 2:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS ESTABLISHED BY THE ACCESS EASEMENT RECORDED NOVEMBER 7, 1996 AS DOCUMENT NO. 16322 IN BOOK 2070 AT PAGE 756.

111 SOUTHEAST AA HIGHWAY, BLUE SPRINGS, MO 64015

TRACT 1: LOT 2, BOARDWALK CENTER, LOTS 1-2 & TRACTS A-B, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI.

TRACT 2: A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS ESTABLISHED BY THE RECORDED PLAT AS DOCUMENT NO. 97131489 IN BOOK I60 AT PAGE 85.

TRACT 3: A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS ESTABLISHED BY THE ACCESS EASEMENT AND MAINTENANCE AGREEMENT RECORDED MAY 27, 1997 AS DOCUMENT NO. 97131494 IN BOOK I3009 AT PAGE 1406.

2300 RUNNING HORSE ROAD, PLATTE CITY, MO 64079

TRACT 1:

ALL OF LOT 5, PLATTE VALLEY PLAZA, FIRST PLAT, A SUBDIVISION IN PLATTE CITY, PLATTE COUNTY, MISSOURI.

250 EAST COOPER, WARRENSBURG, MO 64093

Lot 1 in Northtowne Plaza, as shown by the plat recorded in Plat Book 11, Page 83-84, in Warrensburg, Johnson County, Missouri.

3122 SOUTH 4TH STREET, LEAVENWORTH, KS 66048

PARCEL 1:

LOT 1, GASMART LEAVENWORTH, IN THE CITY OF LEAVENWORTH, ACCORDING TO THE RECORDED PLAT THEREOF, IN LEAVENWORTH COUNTY, KANSAS.

PARCEL 2:

THE PERPETUAL NON-EXCLUSIVE RIGHT, PRIVILEGE AND EASEMENT TO USE THE COMMON FACILITIES AND TO TAP INTO THE COMMON UTILITY FACILITIES AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 3, 1995 IN BOOK 712, PAGE 1577 TOGETHER WITH AMENDMENT THERETO RECORDED NOVEMBER 20, 1996 IN BOOK 727, PAGE 603.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR MAINTENANCE AS ESTABLISHED BY THE MAINTENANCE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RECORDED JUNE 9, 1999 IN BOOK 773 AT PAGE 744.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT OF A RETAINING WALL AS ESTABLISHED BY THE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RECORDED JUNE 29, 1999 IN BOOK 774 AT PAGE 610.

5050 NORTHEAST LAKEWOOD BOULEVARD, LEES SUMMIT, MO 64064

TRACT 1:

LOT 13, EXECUTIVE LAKES CENTER, LOTS 11, 12 & 13, A SUBDIVISION OF LAND IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI.

TRACT 2:

A NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT LYING BETWEEN LOTS 11 AND 13, AS ESTABLISHED BY THE RECORDED PLAT OF EXECUTIVE LAKES CENTER, LOTS 11, 12 AND 13 RECORDED DECEMBER 20, 1999 AS DOCUMENT NO. 1999I0098477 IN PLAT BOOK 166, PAGE 69.

TRACT 3:

A NON-EXCLUSIVE EASEMENT IN THE COMMON PROPERTY ESTABLISHED BY THE DECLARATION OF AMENDED AND RESTATED PROTECTIVE COVENANTS RECORDED NOVEMBER 12, 1998 AS DOCUMENT NO. 98I90271 IN BOOK I3310, PAGE 1665, MADE APPLICABLE BY DECLARATION OF ANNEXATION RECORDED FEBRUARY 24, 2000 AS DOCUMENT NO. 2000I0010475 AND AMENDED AND RESTATED DECLARATION OF ANNEXATION RECORDED APRIL 24, 2000 AS DOCUMENT NO. 2000I0026140.

TRACT 4:

A NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT AS ESTABLISHED BY THE PRIVATE DRIVE AND RECIPROCAL ACCESS AGREEMENT RECORDED APRIL 24, 2000 AS DOCUMENT NO. 2000I0026141.

4111 BLUERIDGE CUTOFF, KANSAS CITY, MO 64133

TRACT 1:

LOT 1, STADIUM PLAZA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI.

TRACT 2:

TOGETHER WITH A NON-EXCLUSIVE ACCESS EASEMENT AS ESTABLISHED BY THE RECORDED PLAT OF STADIUM PLAZA RECORDED JULY 23, 1999 AS DOCUMENT NO. 1999I0060000 IN BOOK I-65, PAGE 39.

TRACT 3:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ESTABLISHED BY THE CROSS ACCESS EASEMENT DECLARATION RECORDED JULY 23, 1999 AS DOCUMENT NO. 1999I0060001.

2243 PRINCETON, OTTAWA, KS 66067

LOT 38, IN COUNTY CLERK'S SUBDIVISION NO. 1, IN THE CITY OF OTTAWA, FRANKLIN COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT, THEREOF, EXCEPT THE NORTH 10 FEET OF THE SOUTH 40 FEET OF SAID LOT DEEDED TO THE CITY OF OTTAWA IN DEED BOOK 249, PAGES 444 AND 529.

500 EAST NORTH AVENUE, BELTON, MO 64012

Exhibit A to UCC

50292518.1

WF 000165

TRACT 1:

LOT 3, CREST PLAZA, A SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 14, PAGE 63.

TRACT 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS ESTABLISHED BY THE PLAT OF CREST PLAZA RECORDED FEBRUARY 26, 1997 AS DOCUMENT NO. 105983 IN PLAT BOOK 14, PAGE 63.

TRACT 3:

NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS ESTABLISHED BY THE RECIPROCAL ACCESS EASEMENT AGREEMENT RECORDED NOVEMBER 2, 2011 AS DOCUMENT NO. 487043 IN BOOK 3502, PAGE 417.

7303 NORTH OAK STREET, GLADSTONE, MO 64118

TRACT I:

THAT PART OF TRACT 1 OF THE REPLAT OF LOTS 1 AND 2, MOSBY HIGHLANDS DESCRIBED AS FOLLOWS: LOT 2 AND THE WEST 100 FEET OF LOT 1, BLOCK D, MOSBY HIGHLANDS, AN ADDITION IN AND TO THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI.

TRACT II:

THAT PART OF TRACT 1 OF THE REPLAT OF LOTS 1 AND 2, MOSBY HIGHLANDS DESCRIBED AS FOLLOWS: THE EAST 100 FEET OF LOT 1, BLOCK D, MOSBY HIGHLANDS, AN ADDITION IN AND TO THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI.

NOTE: THE ABOVE TRACT I AND TRACT II ARE NOW KNOWN AS TRACT I OF THE REPLAT OF LOTS 1 AND 2, BLOCK D, MOSBY HIGHLANDS AN ADDITION IN AND TO THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI.

1203 ARMOUR ROAD NORTH, KANSAS CITY, MO 64116

ALL OF LOT 1, WEDLAN ADDITION, AN ADDITION IN NORTH KANSAS CITY, CLAY COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

1501 WOODS CHAPEL ROAD, BLUE SPRINGS, MO 64015

TRACT 1:

ALL THAT PART OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 31 WEST, IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID ¼ SECTION; THENCE NORTHERLY ALONG THE EAST LINE OF SAID ¼ SECTION, A DISTANCE OF 95.96 FEET THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 314.28 FEET; THENCE SOUTH 84°51'50" WEST, A DISTANCE OF 15.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WOODS CHAPEL ROAD, AS ESTABLISHED BY GENERAL WARRANTY DEED RECORDED IN BOOK 11516, PAGE 124, AS DOCUMENT NO. 1676364, IN THE OFFICE OF THE RECORDER OF DEEDS FOR SAID COUNTY TO THE POINT OF BEGINNING THENCE; NORTH 5°08'10" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 170.00 FEET; THENCE NORTH 26°56'15" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 32.31 FEET; THENCE NORTH 5°08'10" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE SOUTH 84°51'50" WEST, A DISTANCE OF 173.00 FEET THENCE SOUTH 5°08'10" EAST, A DISTANCE OF 210.00 FEET THENCE NORTH 84°51'50" EAST, A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART DEEDED TO THE CITY OF BLUE SPRINGS IN INSTRUMENTS FILED SEPTEMBER 19, 1990 AS DOCUMENT NO. 11000615 IN BOOK 12059, PAGE 1629, DOCUMENT NO. 11000617 IN BOOK 12059, PAGE 1635, DOCUMENT NO. 11000619 IN BOOK 12059, PAGE 1641 AND DOCUMENT NO. 11000621 IN BOOK 12059, PAGE 1647, AND FURTHER EXCEPTING THAT PART DEEDED TO THE CITY OF BLUE SPRINGS BY CONOCO, INC. PURSUANT TO A CERTAIN DEED OF DEDICATION DATED FEBRUARY 18, 1991 AND RECORDED ON MAY 30, 1991 AS DOCUMENT NO. 11042930 IN BOOK 12129, PAGE 827 (SUBJECT TO RIGHTS OF REVERSION DESCRIBED THEREIN).

Exhibit A to UCC

TRACT 2:

AN EXCLUSIVE SIGN EASEMENT AS ESTABLISHED IN THE MISSOURI WARRANTY DEED RECORDED JANUARY 12, 1968 AS DOCUMENT NO. I06009 IN BOOK I19, PAGE 979.

1900 WEST 40 HIGHWAY, BLUE SPRINGS, MO 64015

TRACT 1:

A TRACT OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 RANGE 31, IN BLUE SPRINGS, JACKSON COUNTY MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 1; THENCE NORTH 00° 20' 43" WEST, ALONG THE CENTERLINE OF 19TH STREET AS NOW ESTABLISHED 2306.47 FEET; THENCE SOUTH 89° 39' 17" WEST, 30 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING IN THE NORTHEAST CORNER OF THE PLAT OF PLAZA ESTATES APARTMENTS, ALSO KNOWN AS CORRECTED PLAT OF PLAZA ESTATES APARTMENTS, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI; THENCE CONTINUING SOUTH 89° 39' 17" WEST, ALONG THE NORTH LINE OF SAID PLAT OF PLAZA ESTATES APARTMENTS, 134.00 FEET; THENCE SOUTH 75° 58' 22" WEST, ALONG THE NORTH LINE OF AFORESAID PLAT, 6.18 FEET; THENCE NORTH 00° 20' 43" WEST, 185.96 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 40, AS NOW ESTABLISHED; THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5664.65 FEET, AN ARC DISTANCE OF 141.12 FEET; THENCE SOUTH 00° 20' 43" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF 19TH STREET, AS NOW ESTABLISHED, 202.25 FEET TO THE POINT OF BEGINNING; EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND: ALL THAT PART OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP 48, RANGE 31, IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 19TH STREET WITH THE SOUTH RIGHT-OF-WAY LINE OF U. S. HIGHWAY 40; THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 43 FEET; THENCE NORTHWESTERLY, ON A STRAIGHT LINE, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 40 AND 18 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING.

TRACT 2:

A TRACT OF LAND LOCATED IN PART, OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 48, RANGE 31, IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 1; THENCE NORTH 00° 20' 43" WEST, ALONG THE CENTERLINE OF 19TH STREET AS NOW ESTABLISHED, 2306.47 FEET; THENCE SOUTH 89° 39' 17" WEST, 30 FEET TO THE NORTHEAST CORNER OF THE PLAT OF PLAZA ESTATES APARTMENTS ALSO KNOWN AS CORRECTED PLAT OF PLAZA ESTATES APARTMENTS, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI; THENCE CONTINUING SOUTH 89° 39' 17" WEST, ALONG THE NORTH LINE OF SAID PLAT OF PLAZA ESTATES APARTMENTS, 134.00 FEET; THENCE SOUTH 75° 58' 22" WEST, ALONG THE NORTH LINE OF AFORESAID PLAT, 6.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 75° 58' 22" WEST ALONG SAID NORTH LINE, 20.58 FEET; THENCE NORTH 00° 20' 43" WEST, 188.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 40, AS NOW ESTABLISHED; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5664.65 FEET, AN ARC DISTANCE OF 20.20 FEET; THENCE SOUTH 00° 20' 43" EAST, 185.96 FEET TO THE POINT OF BEGINNING.

12421 GRANDVIEW ROAD, GRANDVIEW, MO 64030

ALL THAT PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 47, RANGE 33, IN GRANDVIEW, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF GRANDVIEW ROAD WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BLUE RIDGE BOULEVARD EXTENSION, AND RUNNING THENCE NORTH, ALONG THE EAST LINE OF SAID GRANDVIEW ROAD, A DISTANCE OF 200 FEET; THENCE EAST, AT RIGHT ANGLES TO SAID GRANDVIEW ROAD, A DISTANCE OF 233 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF BLUE RIDGE BOULEVARD EXTENSION; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG SAID RIGHT-OF-WAY LINE OF BLUE RIDGE BOULEVARD EXTENSION, TO THE POINT OF BEGINNING, EXCEPT THAT PART DEEDED TO THE CITY OF

Exhibit A to UCC

50292518.1

WF 000167

GRANDVIEW, MISSOURI, AS DESCRIBED IN THE INSTRUMENT RECORDED AS DOCUMENT NO. K-487977, IN BOOK K-1079, PAGE 1996.

2561 SOUTH 291 HIGHWAY, INDEPENDENCE, MO 64057

TRACT 1:

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 49, RANGE 31, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID QUARTER SECTION WHICH IS 588.60 FEET SOUTH OF THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST ALONG A LINE WHICH MAKES A NORTHWEST ANGLE OF 90°09'30" WITH SAID EAST LINE, 282.50 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED; THENCE WESTERLY ALONG A LINE WHICH DEFLECTS 14°09'17" LEFT FROM THE LAST DESCRIBED COURSE, 84.05 FEET TO A POINT ON THE EASTERLY LINE OF MISSOURI STATE ROUTE NO. 291, AS NOW ESTABLISHED; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE, DEFLECTING 48°47'02" RIGHT FROM THE LAST DESCRIBED COURSE, 66.33 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE, DEFLECTING 31°06'15" RIGHT FROM THE LAST DESCRIBED COURSE, 95.97 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 7537.44 FEET, A CENTRAL ANGLE OF 0°05'09" AND THE INITIAL TANGENT OF WHICH DEFLECTS 12°23'08" RIGHT FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 11.29 FEET; THENCE EAST 178.16 FEET TO A POINT WHICH IS 115.68 FEET DUE NORTH OF THE POINT OF BEGINNING; THENCE DUE SOUTH, PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 115.68 FEET.

TRACT 2:

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 49, RANGE 31, INDEPENDENCE, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 0°32'00" WEST ALONG THE EAST LINE OF SAID QUARTER SECTION, 473.20 FEET (DEED 475.70 FEET) TO A POINT 856.91 FEET (DEED 855.28 FEET) NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 89°35'00" WEST, 283.51 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED; THENCE CONTINUING NORTH 89°35'00" WEST, 178.17 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF M-291 HIGHWAY, SAID POINT ALSO LYING ON A CURVE HAVING A RADIUS OF 7536.87 FEET; THENCE NORTHERLY ALONG SAID RIGHT OF WAY AND CURVE TO THE RIGHT WITH AN INITIAL TANGENT BEARING OF NORTH 11°22'46" WEST, AN ARC LENGTH OF 111.23 FEET; THENCE SOUTH 89°35'00" EAST, 200.32 FEET; THENCE SOUTH 0°32'00" WEST, 109.05 FEET TO THE TRUE POINT OF BEGINNING.

TRACT 3:

NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS AS ESTABLISHED BY THE DRIVEWAY EASEMENT AGREEMENT RECORDED DECEMBER 21, 1990 AS DOCUMENT NO. I1016625 IN BOOK I2085 AT PAGE 328.

TRACT 4:

NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS AS ESTABLISHED BY THE DRIVEWAY EASEMENT AGREEMENT RECORDED MAY 31, 1994 AS DOCUMENT NO. I1278457 IN BOOK I2577 AT PAGE 2001.

17600 EAST 39TH STREET, INDEPENDENCE, MO 64055

TRACT 1:

OUTLOT "A" OF BOLGER SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

TRACT 2:

TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, UTILITIES AND STORM WATER DRAINAGE AND RETENTION AS ESTABLISHED BY THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR BOLGER SQUARE INDEPENDENCE, MISSOURI RECORDED MARCH 10, 1998 AS DOCUMENT NO. 98I15888 IN BOOK I3155 AT PAGE 1200.

11715 EAST HIGHWAY 24, INDEPENDENCE, MO 64054

ALL THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 49, RANGE 32, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF FOREST AVENUE, AS NOW ESTABLISHED, SAID POINT BEING 26.01 FEET NORTH OF THE NORTHEAST CORNER OF LOT 44, STEWART PLACE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, AS MEASURED ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 88°29'35" WEST, ALONG A LINE 26.00 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 44, A DISTANCE OF 160.06 FEET TO A POINT ON A LINE DRAWN 200.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID 1/4 1/4 SECTION, AS MEASURED AT RIGHT ANGLES THERETO; THENCE NORTH 0°0'0" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 173.86 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 24 (INDEPENDENCE AVENUE), AS NOW ESTABLISHED; THENCE SOUTH 88°31'31" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 160.05 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE WEST RIGHT-OF-WAY LINE OF SAID FOREST AVENUE; THENCE SOUTH 0°0'0" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 173.95 FEET TO THE POINT OF BEGINNING.

15800 EAST 23RD, INDEPENDENCE, MO 64055

Lots 23, 24, 25, 26, 27, and 28, QUEEN CITY ACRES, a subdivision in Independence, Jackson County, Missouri, according to the recorded Plat thereof, subject to any part thereof in roadway.
EXCEPT

A tract of land for additional right-of-way for State Highway designated Route K(78), Jackson County, Missouri. Said Tract includes all that part of Lots 3 and 4, Brown's Kiger Road Addition and Lots 26, 27, 28 and 29, Queen City Acres, subdivisions of land in Independence, Missouri which lies within 45 feet on the left or North side of the following described survey center line of said highway; containing 10,080 square feet of new land for right-of-way.

The survey centerline of said Route K(78) is located and described as follows: Beginning at the center of Section 12, T49N, R32W; thence North on the North-South centerline of said Section 12, a distance of 3.13 feet to Station 283+42.8 on said centerline; thence from said Station 283+42.8 the survey centerline extends South 88° 21' East 457.2 feet to Station 288+00; thence extends South 88° 11' East 809.7 feet to point of curve Station 296+09.7 of a 0° 15' curve to the right having an interior angle of 1° 36'; thence Easterly along said curve 640 feet to point of tangent Station 302+49.7; thence South 86° 35' East 440.5 feet to point of curve Station 306+90.2 of a 0° 15' curve to the left having an interior angle of 1° 59'; thence Easterly along said curve 294.1 feet to Station 309+84.3, said Station 309+84.3 being a point 26.93 feet South of the Northeast corner of the SE 1/4 of said Section 12, T49N, R32W and being the same land conveyed by the instruments recorded as Document No. I-31040 in Book I-89, Page 37; Document No. I-31554 in Book I-90, Page 1586; Document No. I-31555 in Book I-90, Page 1588; Document No. I-31556 in Book I-90, Page 1590; Document No. I-31557 in Book I-90, Page 1592; Document No. I-31558 in Book I-90, Page 1594; Document No. I-31559 in Book I-90, Page 1596 and Document No. I-31560 in Book I-90, Page 1598.
AND EXCEPT

All of the West 10 feet of Lots 23, 24, 25, and 26 of Queen City Acres also the following described tract of land in said Lot 26, Beginning at a point 45 feet North and 40 feet East of the Southwest corner of the East 1/2, Northeast 1/4, Section 12, thence 9 feet North, thence 12.04 feet Southeasterly; thence 8' West to the point of Beginning, last said tract of land being adjacent to Kiger Road and 23rd Street. All in Section 12, Township 49, Range 32, Jackson County, Missouri and being the same land conveyed by the instrument recorded as Document No. I-61980 in Book I-186, Page 88.

10303 LEAVENWORTH ROAD, KANSAS CITY, KS 66109

LOT 1-A, WOODLANDS WEST COMMERCIAL DEVELOPMENT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

SECURITY AGREEMENT

1. **GRANT OF SECURITY INTEREST.** For valuable consideration, the undersigned Gas-Mart USA, Inc., a Missouri corporation ("**Debtor**"), hereby grants and transfers to WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Bank**") a security interest in all of the property of Debtor described as follows (collectively, the "**Collateral**"):

(a) all accounts, deposit accounts, contract rights, chattel paper, (whether electronic or tangible) instruments, promissory notes, documents, general intangibles, payment intangibles, software, letter of credit rights, health-care insurance receivables and other rights to payment of every kind now existing or at any time hereafter arising;

(b) all inventory, goods held for sale or lease or to be furnished under contracts for service, or goods so leased or furnished, raw materials, component parts, work in process and other materials used or consumed in Debtor's business, now or at any time hereafter owned or acquired by Debtor, wherever located, and all products thereof, whether in the possession of Debtor, any warehousemen, any bailee or any other person, or in process of delivery, and whether located at Debtor's places of business or elsewhere;

(c) all warehouse receipts, bills of sale, bills of lading and other documents of every kind (whether or not negotiable) in which Debtor now has or at any time hereafter acquires any interest, and all additions and accessions thereto, whether in the possession or custody of Debtor, any bailee or any other person for any purpose;

(d) all money and property heretofore, now or hereafter delivered to or deposited with Bank or otherwise coming into the possession, custody or control of Bank (or any agent or bailee of Bank) in any manner or for any purpose whatsoever during the existence of this Agreement and whether held in a general or special account or deposit for safekeeping or otherwise;

(e) all right, title and interest of Debtor under licenses, guaranties, warranties, management agreements, marketing or sales agreements, escrow contracts, indemnity agreements, insurance policies, service or maintenance agreements, supporting obligations and other similar contracts of every kind in which Debtor now has or at any time hereafter shall have an interest;

(f) all goods, tools, machinery, furnishings, furniture and other equipment and fixtures of every kind now existing or hereafter acquired, and all improvements, replacements, accessions and additions thereto and embedded software included therein, whether located on any property owned or leased by Debtor or elsewhere, including without limitation, any of the foregoing now or at any time hereafter located at or installed on the land or in the improvements at any of the real property owned or leased by Debtor, and all such goods after they have been severed and removed from any of said real property; and

(g) all motor vehicles, trailers, mobile homes, manufactured homes, boats, other rolling stock and related equipment of every kind now existing or hereafter acquired and all additions and accessories thereto, whether located on any property owned or leased by Debtor or elsewhere;

together with whatever is receivable or received when any of the foregoing or the proceeds thereof are sold, leased, collected, exchanged or otherwise disposed of, whether such



SECURITY AGREEMENT

1. GRANT OF SECURITY INTEREST In consideration of any credit, agreement to forbear or other financial accommodation heretofore, now or hereafter extended or made to Gas-Mart USA, Inc., a Missouri corporation ("**Borrower**") by WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Bank**"), and for other valuable consideration, as security for the payment of all Indebtedness of Borrower to Bank and to secure its obligations under a Continuing Guaranty in favor of Bank dated July 25, 2014, the undersigned Aving-Rice LLC, an Illinois limited liability company ("**Grantor**") hereby grants and transfers to Bank a security interest in all of the property of Grantor described as follows (collectively, the "**Collateral**"):

(a) all accounts, deposit accounts, contract rights, chattel paper (whether electronic or tangible), instruments, promissory notes, documents, general intangibles, payment intangibles, software, letter of credit rights, health-care insurance receivables and other rights to payment of every kind now existing or at any time hereafter arising;

(b) all inventory, goods held for sale or lease or to be furnished under contracts for service, or goods so leased or furnished, raw materials, component parts, work in process and other materials used or consumed in Grantor's business, now or at any time hereafter owned or acquired by Grantor, wherever located, and all products thereof, whether in the possession of Grantor, any warehousemen, any bailee or any other person, or in process of delivery, and whether located at Grantor's places of business or elsewhere;

(c) all warehouse receipts, bills of sale, bills of lading and other documents of every kind (whether or not negotiable) in which Grantor now has or at any time hereafter acquires any interest, and all additions and accessions thereto, whether in the possession or custody of Grantor, any bailee or any other person for any purpose;

(d) all money and property heretofore, now or hereafter delivered to or deposited with Bank or otherwise coming into the possession, custody or control of Bank (or any agent or bailee of Bank) in any manner or for any purpose whatsoever during the existence of this Agreement and whether held in a general or special account or deposit for safekeeping or otherwise;

(e) all right, title and interest of Grantor under licenses, guaranties, warranties, management agreements, marketing or sales agreements, escrow contracts, indemnity agreements, insurance policies, service or maintenance agreements, supporting obligations and other similar contracts of every kind in which Grantor now has or at any time hereafter shall have an interest;

(f) all goods, tools, machinery, furnishings, furniture and other equipment and fixtures of every kind now existing or hereafter acquired, and all improvements, replacements, accessions and additions thereto and embedded software included therein, whether located on any property owned or leased by Grantor or elsewhere, including without limitation, any of the foregoing now or at any time hereafter located at or installed on the land or in the improvements at any of the real property owned or leased by Grantor, and all such goods after they have been severed and removed from any of said real property; and

(g) all motor vehicles, trailers, mobile homes, manufactured homes, boats, other rolling stock and related equipment of every kind now existing or hereafter acquired and all



SECURITY AGREEMENT

1. GRANT OF SECURITY INTEREST. In consideration of any credit, agreement to forbear or other financial accommodation heretofore, now or hereafter extended or made to Gas-Mart USA, Inc., a Missouri corporation ("Borrower") by WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), and for other valuable consideration, as security for the payment of all indebtedness of Borrower to Bank and to secure its obligations under a Continuing Guaranty in favor of Bank dated July 25, 2014, the undersigned Fran Transport & Oil Company, a Kansas corporation ("Grantor") hereby grants and transfers to Bank a security interest in all of the property of Grantor described as follows (collectively, the "Collateral"):

(a) all accounts, deposit accounts, contract rights, chattel paper (whether electronic or tangible), instruments, promissory notes, documents, general intangibles, payment intangibles, software, letter of credit rights, health-care insurance receivables and other rights to payment of every kind now existing or at any time hereafter arising;

(b) all inventory, goods held for sale or lease or to be furnished under contracts for service, or goods so leased or furnished, raw materials, component parts, work in process and other materials used or consumed in Grantor's business, now or at any time hereafter owned or acquired by Grantor, wherever located, and all products thereof, whether in the possession of Grantor, any warehousemen, any bailee or any other person, or in process of delivery, and whether located at Grantor's places of business or elsewhere;

(c) all warehouse receipts, bills of sale, bills of lading and other documents of every kind (whether or not negotiable) in which Grantor now has or at any time hereafter acquires any interest, and all additions and accessions thereto, whether in the possession or custody of Grantor, any bailee or any other person for any purpose;

(d) all money and property heretofore, now or hereafter delivered to or deposited with Bank or otherwise coming into the possession, custody or control of Bank (or any agent or bailee of Bank) in any manner or for any purpose whatsoever during the existence of this Agreement and whether held in a general or special account or deposit for safekeeping or otherwise;

(e) all right, title and interest of Grantor under licenses, guaranties, warranties, management agreements, marketing or sales agreements, escrow contracts, indemnity agreements, insurance policies, service or maintenance agreements, supporting obligations and other similar contracts of every kind in which Grantor now has or at any time hereafter shall have an interest;

(f) all goods, tools, machinery, furnishings, furniture and other equipment and fixtures of every kind now existing or hereafter acquired, and all improvements, replacements, accessions and additions thereto and embedded software included therein, whether located on any property owned or leased by Grantor or elsewhere, including without limitation, any of the foregoing now or at any time hereafter located at or installed on the land or in the improvements at any of the real property owned or leased by Grantor, and all such goods after they have been severed and removed from any of said real property; and

(g) all motor vehicles, trailers, mobile homes, manufactured homes, boats, other rolling stock and related equipment of every kind now existing or hereafter acquired and all

Clerk of the District Court, Johnson County Kansas
04/10/15 04:08pm SS



SECURITY AGREEMENT

1. **GRANT OF SECURITY INTEREST.** In consideration of any credit, agreement to forbear or other financial accommodation heretofore, now or hereafter extended or made to Gas-Mart USA, Inc., a Missouri corporation ("**Borrower**") by WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Bank**"), and for other valuable consideration, as security for the payment of all Indebtedness of Borrower to Bank and to secure its obligations under a Continuing Guaranty in favor of Bank dated July 25, 2014, the undersigned G & G Enterprises, L.L.C., a Kansas limited liability company ("**Grantor**") hereby grants and transfers to Bank a security interest in all of the property of Grantor described as follows (collectively, the "**Collateral**"):

(a) all accounts, deposit accounts, contract rights, chattel paper (whether electronic or tangible), instruments, promissory notes, documents, general intangibles, payment intangibles, software, letter of credit rights, health-care insurance receivables and other rights to payment of every kind now existing or at any time hereafter arising;

(b) all inventory, goods held for sale or lease or to be furnished under contracts for service, or goods so leased or furnished, raw materials, component parts, work in process and other materials used or consumed in Grantor's business, now or at any time hereafter owned or acquired by Grantor, wherever located, and all products thereof, whether in the possession of Grantor, any warehousemen, any bailee or any other person, or in process of delivery, and whether located at Grantor's places of business or elsewhere;

(c) all warehouse receipts, bills of sale, bills of lading and other documents of every kind (whether or not negotiable) in which Grantor now has or at any time hereafter acquires any interest, and all additions and accessions thereto, whether in the possession or custody of Grantor, any bailee or any other person for any purpose;

(d) all money and property heretofore, now or hereafter delivered to or deposited with Bank or otherwise coming into the possession, custody or control of Bank (or any agent or bailee of Bank) in any manner or for any purpose whatsoever during the existence of this Agreement and whether held in a general or special account or deposit for safekeeping or otherwise;

(e) all right, title and interest of Grantor under licenses, guaranties, warranties, management agreements, marketing or sales agreements, escrow contracts, indemnity agreements, insurance policies, service or maintenance agreements, supporting obligations and other similar contracts of every kind in which Grantor now has or at any time hereafter shall have an interest;

(f) all goods, tools, machinery, furnishings, furniture and other equipment and fixtures of every kind now existing or hereafter acquired, and all improvements, replacements, accessions and additions thereto and embedded software included therein, whether located on any property owned or leased by Grantor or elsewhere, including without limitation, any of the foregoing now or at any time hereafter located at or installed on the land or in the improvements at any of the real property owned or leased by Grantor, and all such goods after they have been severed and removed from any of said real property; and

(g) all motor vehicles, trailers, mobile homes, manufactured homes, boats, other rolling stock and related equipment of every kind now existing or hereafter acquired and all



69/18

Randy Reitz-Clerk/Recorder
Bond County, Illinois

Book: GR1061 Page: 335-352

Doc. No: 153976

Total Fees: \$59.00

Pages Recorded: 18

+RTSP (Charge): \$10.00

Date Recorded: 10/28/2014 11:44:03 AM

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of October 2^o, 2014, by AVING-RICE LLC, an Illinois limited liability company ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

PRELIMINARY STATEMENTS

A. Pursuant to the provisions of a Forbearance & Modification Agreement executed in connection herewith (as the same may from time to time be further restated, modified, supplemented or otherwise amended, "Forbearance Agreement") between Gas-Mart USA, Inc., a Missouri corporation ("Borrower") and Mortgagee, Mortgagee has agreed to forbear from exercising its rights and remedies in respect of the Overdraft through the Forbearance Period;

B. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Forbearance Agreement.

The preliminary statements set forth above are accurate, represent the intent of the parties hereto and are incorporated herein by reference.

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, and in order to induce Beneficiary to enter into the Forbearance Agreement, Mortgagor irrevocably mortgages, grants, conveys, assigns, bargains, sells, releases, aliens, transfers and remises to Mortgagee and its successors and assigns forever and hereby represents and warrants to Mortgagee with the right of entry and possession, and grants to mortgagee and its successors and assigns forever a continuing security interest in and to, Mortgagor's interest in: (a) all real property located in Bond County, Illinois, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real



* 2 0 1 4 R 0 4 8 6 2 1 8 *

2014R04862

MARY RAKERS
CLINTON COUNTY RECORDER
CARLYLE, IL
RECORDED ON

10/28/2014 02:01:41PM

REC FEE: 46.00

RHSP FEE: 9.00

PAGES: 18

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of October 20, 2014, by AVING-RICE LLC, an Illinois limited liability company ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

PRELIMINARY STATEMENTS

A. Pursuant to the provisions of a Forbearance & Modification Agreement executed in connection herewith (as the same may from time to time be further restated, modified, supplemented or otherwise amended, "Forbearance Agreement") between Gas-Mart USA, Inc., a Missouri corporation ("Borrower") and Mortgagee, Mortgagee has agreed to forbear from exercising its rights and remedies in respect of the Overdraft through the Forbearance Period;

B. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Forbearance Agreement.

The preliminary statements set forth above are accurate, represent the intent of the parties hereto and are incorporated herein by reference.

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, and in order to induce Beneficiary to enter into the Forbearance Agreement, Mortgagor irrevocably mortgages, grants, conveys, assigns, bargains, sells, releases, aliens, transfers and remises to Mortgagee and its successors and assigns forever and hereby represents and warrants to Mortgagee with the right of entry and possession, and grants to mortgagee and its successors and assigns forever a continuing security interest in and to, Mortgagor's interest in: (a) all real property located in Clinton County, Illinois, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real

Instrument Vol Page
201401404662 OR 3074 43

201401404662
Filed for Record in
EFFINGHAM COUNTY, IL
KERRY J. HIRTZEL, COUNTY RECORDER
10-28-2014 At 01:42 pm.
MTG 54.00
OR Vol 3074 Page 43 - 60
RHSP Fund 9.00

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of October 20, 2014, by AVING-RICE LLC, an Illinois limited liability company ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

PRELIMINARY STATEMENTS

A. Pursuant to the provisions of a Forbearance & Modification Agreement executed in connection herewith (as the same may from time to time be further restated, modified, supplemented or otherwise amended, "Forbearance Agreement") between Gas-Mart USA, Inc., a Missouri corporation ("Borrower") and Mortgagee, Mortgagee has agreed to forbear from exercising its rights and remedies in respect of the Overdraft through the Forbearance Period;

B. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Forbearance Agreement.

The preliminary statements set forth above are accurate, represent the intent of the parties hereto and are incorporated herein by reference.

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, and in order to induce Beneficiary to enter into the Forbearance Agreement, Mortgagor irrevocably mortgages, grants, conveys, assigns, bargains, sells, releases, aliens, transfers and remises to Mortgagee and its successors and assigns forever and hereby represents and warrants to Mortgagee with the right of entry and possession, and grants to mortgagee and its successors and assigns forever a continuing security interest in and to, Mortgagor's interest in: (a) all real property located in Effingham County, Illinois, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real

201401404661
Filed for Record in
EFFINGHAM COUNTY, IL
KERRY J. HIRTZEL, COUNTY RECORDER
10-28-2014 At 01:42 pm.
MTG 54.00
OR Vol 3074 Page 25 - 42
RHSP Fund 9.00

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of October 2nd, 2014, by Aving-Rice LLC, an Illinois limited liability company ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

PRELIMINARY STATEMENTS

A. Pursuant to the provisions of a Forbearance & Modification Agreement executed in connection herewith (as the same may from time to time be further restated, modified, supplemented or otherwise amended, "Forbearance Agreement") between Gas-Mart USA, Inc., a Missouri corporation ("Borrower") and Mortgagee, Mortgagee has agreed to forbear from exercising its rights and remedies in respect of the Overdraft through the Forbearance Period;

B. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Forbearance Agreement.

The preliminary statements set forth above are accurate, represent the intent of the parties hereto and are incorporated herein by reference.

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, and in order to induce Beneficiary to enter into the Forbearance Agreement, Mortgagor irrevocably mortgages, grants, conveys, assigns, bargains, sells, releases, aliens, transfers and remises to Mortgagee and its successors and assigns forever and hereby represents and warrants to Mortgagee with the right of entry and possession, and grants to mortgagee and its successors and assigns forever a continuing security interest in and to, Mortgagor's interest in: (a) all real property located in Effingham County, Illinois, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real

201401404660
Filed for Record in
EFFINGHAM COUNTY, IL
KERRY J. HIRTZEL, COUNTY RECORDER
10-28-2014 At 01:42 pm.
MTG 54.00
OR Vol 3074 Page 7 - 24
RHSP Fund 9.00

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of October 20, 2014, by AVING-RICE LLC, an Illinois limited liability company ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

PRELIMINARY STATEMENTS

A. Pursuant to the provisions of a Forbearance & Modification Agreement executed in connection herewith (as the same may from time to time be further restated, modified, supplemented or otherwise amended, "Forbearance Agreement") between Gas-Mart USA, Inc., a Missouri corporation ("Borrower") and Mortgagee, Mortgagee has agreed to forbear from exercising its rights and remedies in respect of the Overdraft through the Forbearance Period;

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ARTICLE I. MORTGAGE

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STATE OF ILLINOIS
County of Franklin
Document No. 2014-4681
Filed for record

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

OCT 28 2014
at 1:10 o'clock P.M.
Fee paid \$ 10.00
RHSP Surcharge \$ 10.00
Rene D'Amico
County Clerk & Recorder

MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of October 20, 2014, by Aving-Rice LLC, an Illinois limited liability company ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

PRELIMINARY STATEMENTS

A. Pursuant to the provisions of a Forbearance & Modification Agreement executed in connection herewith (as the same may from time to time be further restated, modified, supplemented or otherwise amended, "Forbearance Agreement") between Gas-Mart USA, Inc., a Missouri corporation ("Borrower") and Mortgagee, Mortgagee has agreed to forbear from exercising its rights and remedies in respect of the Overdraft through the Forbearance Period;

B. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Forbearance Agreement.

The preliminary statements set forth above are accurate, represent the intent of the parties hereto and are incorporated herein by reference.

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, and in order to induce Beneficiary to enter into the Forbearance Agreement, Mortgagor irrevocably mortgages, grants, conveys, assigns, bargains, sells, releases, aliens, transfers and remises to Mortgagee and its successors and assigns forever and hereby represents and warrants to Mortgagee with the right of entry and possession, and grants to mortgagee and its successors and assigns forever a continuing security interest in and to, Mortgagor's interest in: (a) all real property located in Franklin County, Illinois, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real

JEFFERSON COUNTY, IL RECORDER
CONNIE SIMMONS 18P
JEFFERSON COUNTY CLERK & RECORDER
C Date 10/28/2014 Time 11:46:42
EN 201405690 Page 1 of 18
RECORDING FEES: 60.00

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

Date: 10/28/2014
RHSP Surcharge
\$ 9

MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of October 20, 2014, by AVING-RICE LLC, an Illinois limited liability company ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

PRELIMINARY STATEMENTS

A. Pursuant to the provisions of a Forbearance & Modification Agreement executed in connection herewith (as the same may from time to time be further restated, modified, supplemented or otherwise amended, "Forbearance Agreement") between Gas-Mart USA, Inc., a Missouri corporation ("Borrower") and Mortgagee, Mortgagee has agreed to forbear from exercising its rights and remedies in respect of the Overdraft through the Forbearance Period;

B. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Forbearance Agreement.

The preliminary statements set forth above are accurate, represent the intent of the parties hereto and are incorporated herein by reference.

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, and in order to induce Beneficiary to enter into the Forbearance Agreement, Mortgagor irrevocably mortgages, grants, conveys, assigns, bargains, sells, releases, aliens, transfers and remises to Mortgagee and its successors and assigns forever and hereby represents and warrants to Mortgagee with the right of entry and possession, and grants to mortgagee and its successors and assigns forever a continuing security interest in and to, Mortgagor's interest in: (a) all real property located in Jefferson County, Illinois, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

BRYAN CAVE LLP
1200 MAIN ST, STE 3800
KANSAS CITY, MO 64105

64.00
c

MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of October ²⁰, 2014, by AVING-RICE LLC, an Illinois limited liability company ("Mortgagor"); to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

PRELIMINARY STATEMENTS

A. Pursuant to the provisions of a Forbearance & Modification Agreement executed in connection herewith (as the same may from time to time be further restated, modified, supplemented or otherwise amended, "Forbearance Agreement") between Gas-Mart USA, Inc., a Missouri corporation ("Borrower") and Mortgagee, Mortgagee has agreed to forbear from exercising its rights and remedies in respect of the Overdraft through the Forbearance Period;

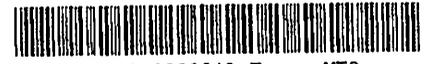
B. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Forbearance Agreement.

The preliminary statements set forth above are accurate, represent the intent of the parties hereto and are incorporated herein by reference.

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, and in order to induce Beneficiary to enter into the Forbearance Agreement, Mortgagor irrevocably mortgages, grants, conveys, assigns, bargains, sells, releases, aliens, transfers and remises to Mortgagee and its successors and assigns forever and hereby represents and warrants to Mortgagee with the right of entry and possession, and grants to mortgagee and its successors and assigns forever a continuing security interest in and to, Mortgagor's interest in: (a) all real property located in Marion County, Illinois, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
Prepared by: Christopher J. Fisher


Image# 004940330018 Type: MTG
Recorded: 10/28/2014 at 01:57:40 PM
Page 1 of 18
Fees: \$59.00
IL Rental Housing Fund: \$9.00
Williamson County, IL
Amanda Barnes Clerk & Recorder
Book 280 Page 881

File **2014-00008418**

**MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES**

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of October 22, 2014, by AVING-RICE LLC, an Illinois limited liability company ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

PRELIMINARY STATEMENTS

A. Pursuant to the provisions of a Forbearance & Modification Agreement executed in connection herewith (as the same may from time to time be further restated, modified, supplemented or otherwise amended, "Forbearance Agreement") between Gas-Mart USA, Inc., a Missouri corporation ("Borrower") and Mortgagee, Mortgagee has agreed to forbear from exercising its rights and remedies in respect of the Overdraft through the Forbearance Period;

B. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Forbearance Agreement.

The preliminary statements set forth above are accurate, represent the intent of the parties hereto and are incorporated herein by reference.

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, and in order to induce Beneficiary to enter into the Forbearance Agreement, Mortgagor irrevocably mortgages, grants, conveys, assigns, bargains, sells, releases, aliens, transfers and remises to Mortgagee and its successors and assigns forever and hereby represents and warrants to Mortgagee with the right of entry and possession, and grants to mortgagee and its successors and assigns forever a continuing security interest in and to, Mortgagor's interest in: (a) all real property located in Williamson County, Illinois, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real



Kansas Department of Revenue, Division of Vehicle, Topeka, Kansas

**Title and Registration Receipt – Lienholder Copy
Kausas Electronic Title Record Created**

Transaction Date: 11/14/2014

Transaction County: Johnson

Primary Owner Names: Fran Transport & Oil Company

10777 Barkley St
Leawood, KS 662111192

VIN: 1XPWD49X08D755836

Year: 2008

Model: 388

Make: PETERBILT

Usage: Title Only

Plate#:

Mileage: 1 Miles

Mileage Status: Actual

Lienholders:

Wells Fargo Bank NA
90 S 7th St 9th Fl Macn9305-091
Minneapolis, MN 554790001

Johnson County Treasurer's Office
Mailing Address: 6000 Lamar, Suite 120, Mission, KS 66202
Phone Number(913) 826-1800 Fax Number(913) 715-2510

*Clerk of the District Court, Johnson County Kansas
04/10/15 04:08pm SS*

WF 000374



Kansas Department of Revenue, Division of Vehicle, Topeka, Kansas

Title and Registration Receipt – Lienholder Copy
Kansas Electronic Title Record Created

Transaction Date: 11/14/2014

Transaction County: Johnson

Primary Owner Names: Fran Transport & Oil Company

10417 W 84th Ter
Lenexa, KS 662141641

VIN: 1XP5DB9X55D860285

Year: 2005

Model: 379

Make: PETERBILT

Usage: Title Only

Plate#:

Mileage: 163530 Miles

Mileage Status: Actual

Lienholders:

Wells Fargo Bank NA
90 S 7th St 9th Fl Macn9305-091
Minneapolis, MN 554790001

Johnson County Treasurer's Office
Mailing Address: 6000 Lamar, Suite 120, Mission, KS 66202
Phone Number(913) 826-1800 Fax Number(913) 715-2510

Clerk of the District Court, Johnson County Kansas
04/10/15 04:08pm SS

WF 000375



Kansas Department of Revenue, Division of Vehicle, Topeka, Kansas

Title and Registration Receipt – Lienholder Copy
Kansas Electronic Title Record Created

Transaction Date: 11/14/2014

Transaction County: Johnson

Primary Owner Names: Fran Transport & Oil Company

10417 W 84th Ter
Lenexa, KS 662141641

VIN: 4J8T04421XT010701

Year: 1999

Model:

Make: LBT

Usage: Title Only

Plate#:

Mileage:

Mileage Status:

Lienholders:

Wells Fargo Bank NA
90 S 7th St 9th Fl Macn9305-091
Minneapolis, MN 554790001

Johnson County Treasurer's Office
Mailing Address: 6000 Lamar, Suite 120, Mission, KS 66202
Phone Number(913) 826-1800 Fax Number(913) 715-2510

Clerk of the District Court, Johnson County Kansas
04/10/15 04:08pm SS

WF 000376 ³



Kansas Department of Revenue, Division of Vehicle, Topeka, Kansas

**Title and Registration Receipt – Lienholder Copy
Kansas Electronic Title Record Created**

Transaction Date: 11/14/2014

Transaction County: Johnson

Primary Owner Names: Fran Transport & Oil Company

10417 W 84th Ter
Lenexa, KS 662141641

VIN: 1H4T04323NL010804

Year: 1992

Model:

Make: PRUE

Usage: Title Only

Plate#:

Mileage:

Mileage Status:

Lienholders:

Wells Fargo Bank NA
90 S 7th St 9th Fl Macn9305-091
Minneapolis, MN 554790001

Johnson County Treasurer's Office
Mailing Address: 6000 Lamar, Suite 120, Mission, KS 66202
Phone Number(913) 826-1800 Fax Number(913) 715-2510

Clerk of the District Court, Johnson County Kansas
04/10/15 04:08pm SS

WF 000377



Kansas Department of Revenue, Division of Vehicle, Topeka, Kansas

**Title and Registration Receipt – Lienholder Copy
Kansas Electronic Title Record Created**

Transaction Date: 11/14/2014

Transaction County: Johnson

Primary Owner Names: Fran Transportation And Oil Co

10777 Barkley St Ste 200
Overland Park, KS 662111162

VIN: 1PMA2442185006255

Year: 2008

Model:

Make: POLA

Usage: Title Only

Plate#:

Mileage:

Mileage Status:

Lienholders:

Wells Fargo Bank NA
90 S 7th St 9th Fl Macn9305-091
Minneapolis, MN 554790001

Johnson County Treasurer's Office

Mailing Address: 6000 Lamar, Suite 120, Mission, KS 66202

Phone Number(913) 826-1800 Fax Number(913) 715-2510

Clerk of the District Court, Johnson County Kansas
04/10/15 04:08pm SS

WF 000378 5



Kansas Department of Revenue, Division of Vehicle, Topeka, Kansas

Title and Registration Receipt – Lienholder Copy
Kansas Electronic Title Record Created

Transaction Date: 11/14/2014

Transaction County: Johnson

Primary Owner Names: Fran Transport & Oil Company

10777 Barkley St
Leawood, KS 662111192

VIN: 1PMA24420B5009316

Year: 2011

Model:

Make: POLA

Usage: Title Only

Plate#:

Mileage:

Mileage Status:

Lienholders:

Wells Fargo Bank NA
90 S 7th St 9th Fl Macn9305-091
Minneapolis, MN 554790001

Johnson County Treasurer's Office
Mailing Address: 6000 Lamar, Suite 120, Mission, KS 66202
Phone Number(913) 826-1800 Fax Number(913) 715-2510

Clerk of the District Court, Johnson County Kansas
04/10/15 04:08pm SS

WF 000379 ^{Le}



Kansas Department of Revenue, Division of Vehicle, Topeka, Kansas

**Title and Registration Receipt – Lienholder Copy
Kansas Electronic Title Record Created**

Transaction Date: 11/14/2014

Transaction County: Johnson

Primary Owner Names: Fran Transport & Oil Co

10777 Barkley St
Leawood, KS 662111192

VIN: IPMA24427B5009328

Year: 2011

Model:

Make: POLA

Usage: Title Only

Plate#:

Mileage:

Milage Status:

Lienholders:

Wells Fargo Bank NA
90 S 7th St 9th Fl Macn9305-091
Minneapolis, MN 554790001

Johnson County Treasurer's Office
Mailing Address: 6000 Lamar, Suite 120, Mission, KS 66202
Phone Number(913) 826-1800 Fax Number(913) 715-2510

Clerk of the District Court, Johnson County Kansas
04/10/15 04:08pm SS

WF 000380



Kansas Department of Revenue, Division of Vehicle, Topeka, Kansas

Title and Registration Receipt – Lienholder Copy
Kansas Electronic Title Record Created

Transaction Date: 11/14/2014

Transaction County: Johnson

Primary Owner Names: Fran Transportation & Oil Co

10777 Barkley St Ste 20
Overland Park, KS 662111192

VIN: 1PMA24429B5009718

Year: 2011

Model:

Make: POLA

Usage: Title Only

Plate#:

Milcege:

Mileage Status:

Lienholders:

Wells Fargo Bank NA
90 S 7th St 9th Fl Macn9305-091
Minneapolis, MN 554790001

Johnson County Treasurer's Office
Mailing Address: 6000 Lamar, Suite 120, Mission, KS 66202
Phone Number(913) 826-1800 Fax Number(913) 715-2510

Clerk of the District Court, Johnson County Kansas
04/10/15 04:08pm SS

WF 000381

LATHROP & GAGE_{LLP}

STEPHEN B. SUTTON
DIRECT LINE: 816.460.5526
EMAIL: SSUTTON@LATHROPGAGE.COM
WWW.LATHROPGAGE.COM

2345 GRAND BOULEVARD, SUITE 2200
KANSAS CITY, MISSOURI 64108-2618
PHONE: 816.292.2000
FAX: 816.292.2001

December 23, 2015

VIA FEDERAL EXPRESS

BMC Group, Inc.
Attn: Gas-Mart USA, Inc. Claims Processing
300 N. Continental Blvd. #570
El Segundo, CA 90245

Re: In the United States Bankruptcy Court for the Western District of
Missouri, In re: Gas-Mart USA, Inc., et al., Case No. BK15-41915-11

Dear Sir/Madam:

Enclosed for filing are the original proofs of claims to be filed no later than 5:00 p.m. PST. on Tuesday, December 29, 2015 on behalf of Wells Fargo Bank in the above referenced case. I have also enclosed an extra copy of the first page of each proof of claim to be file stamped and returned to me in the self-address stamped envelope enclosed.

Please do not hesitate to contact me directly with any questions or concerns. Thank you for your time and attention to this matter.

Very truly yours,

LATHROP & GAGE LLP



By:

Stephen B. Sutton

SBS/krb

Enclosure