

Fill in this information to identify the case:

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

FILEDU.S. Bankruptcy Court
Western District of Missouri

12/29/2015

Paige Wymore-Wynn, Clerk

**Official Form 410
Proof of Claim**

12/15

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Harikrishna US Corp.</u>	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>Harikrishna US Corp.</u> Name 1044 Main Street, Suite 500 Kansas City, MO 64105 Contact phone <u>8162218855</u> Contact email <u>victor@merrickbakerstrauss.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) _____ Name _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Official Form 410

Proof of Claim

page 1

Gas-Mart USA, Inc. POC



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6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	<div style="display: flex; justify-content: space-between;"><div>\$ 25000.00</div><div>Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p style="text-align: center;">ATM Replacement Agreement</p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.</div> <div>Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> <div>Basis for perfection: _____</div> <div>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.)</div> <div><div>Value of property:</div><div>\$ _____</div><div>Amount of the claim that is secured:</div><div>\$ _____</div><div>Amount of the claim that is unsecured:</div><div>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</div></div> <div><div>Amount necessary to cure any default as of the date of the petition:</div><div>\$ _____</div><div>Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
10. Is this claim based on a lease?	<div><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ 25000.00</div>
11. Is this claim subject to a right of setoff?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</div>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies	\$ _____
<small>* Amounts are subject to adjustment on 4/1/16 and every 3 years after that for cases begun on or after the date of adjustment.</small>		

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 12/29/2015
MM / DD / YYYY

/s/ Victor F. Weber

Signature

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

Name	<u>Victor F. Weber</u>		
	<small>First name</small>	<small>Middle name</small>	<small>Last name</small>
Title	<u>Attorney</u>		
Company	<u>Merrick, Baker & Strauss, P.C.</u>		
	<small>Identify the corporate servicer as the company if the authorized agent is a servicer</small>		
Address	<u>1044 Main Street, Suite 500</u>		
	<small>Number</small>	<small>Street</small>	
	<u>Kansas City, MO 64105</u>		
	<small>City</small>	<small>State</small>	<small>ZIP Code</small>
Contact phone	<u>8162218855</u>	Email	<u>victor@merrickbakerstrauss.com</u>

ATM PLACEMENT AGREEMENT

THIS SPACE LEASE (hereinafter referred to as the "lease") is made this 23rd day of Feb, 2012, (Effective Date) by and between Aving-Rice LLC ("SITE OWNER"), a Kansas corporation, and G&G LLC ("ATM OPERATOR"), a Kansas corporation.

In consideration of the terms, covenants and conditions in Exhibit A of this lease (each separate premises a "Building"), to have and to hold the same unto ATM OPERATOR during the term of this lease in accordance with the following terms and provisions.

1. **Use.** ATM OPERATOR shall install and occupy each building for the sole purpose of operating therein an automated teller machine ("ATM"). ATM OPERATOR shall install the ATM at its expense. ATM OPERATOR shall obtain any ATM and related equipment needed for the installations from the vendor of its choosing. SITE OWNER shall not have any other ATM or Point of Sale Cash Back device on the property in Exhibit A during the term of this lease without written consent from ATM OPERATOR. This does not apply to any check cashing services.

2. **Installation and Operating of the ATM.** ATM OPERATOR may install ATMs in the locations identified in Exhibit A as soon as practicable after the signing of this lease. ATM OPERATOR will operate and maintain the ATM during the term of this Lease. The expansion of locations on Exhibit A may occur with the consent of both parties. ATMs will be bolted down upon installation at site.

3. **Building Closing or Remodeling.** If ATM OPERATOR is required to permanently or temporarily remove or relocate an ATM because of actions taken by SITE OWNER, including, without limitation, closing or remodeling a building in which an ATM is located, SITE OWNER shall reimburse ATM OPERATOR for the costs of de-installing the affected Building when feasible.

4. **ATM Space.**

(a) SITE OWNER shall make available to ATM OPERATOR so much of the space within each Building in which ATM OPERATOR operates an ATM as is necessary to enable customers to have access to the ATM and for maintenance and servicing of the ATM.

(b) The ATM shall be located so that there is an unrestricted view of the ATM from the front entrance of the Building.

(c) For the term of this Lease, SITE OWNER grants to ATM OPERATOR and third party servicing agents access to ATMs and/or related property within its facilities during hours of operation or, for purposes of servicing, during such designated pre-operating and post-closing hours as are mutually agreed. SITE OWNER further grants to ATM OPERATOR for its use and the use of its employees, agents, and customers in common with other entitled to use same, a nonexclusive license over the balance of SITE OWNER business premises for the sole purpose of ingress and egress to and from the building.

5. **Maintenance and Service.**

(a) SITE OWNER shall maintain the space surrounding the ATM in a safe, neat and orderly condition and shall take due care and caution as to prevent SITE OWNER employees, representatives and customers from damaging the ATM.

(b) SITE OWNER shall provide heat and air conditioning for the space the ATM is located at a level consistent with and in kind like other portions of the Building.

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- (c) SITE OWNER, at its expense, shall be responsible for electrical services for the ATM by providing a 110 amp line to each ATM.
- (d) SITE OWNER shall be responsible for telephone expense, including providing a dedicated dial up telephone circuit(s).
- (e) ATM OPERATOR shall provide first line service for receipt paper and ribbon problems. ATM OPERATOR will provide preventative maintenance and repair service.
- (f) ATM OPERATOR shall provide cash replenishment to the ATM and maintain the cash supply during all operating hours of the SITE OWNER's place of business.

6. Title: Risk of Loss.

- (a) The ATM shall remain the property of ATM OPERATOR.
- (b) SITE OWNER agrees to execute and deliver to ATM OPERATOR documentation to evidence and put third parties on notice of ATM OPERATOR interest in each ATM.
- (c) SITE OWNER shall provide customary security measures for each of the Buildings.

7. Taxes and Liens.

- (a) ATM OPERATOR shall pay all personal property taxes or similar assessments directly relating to the ATM located in the Building as the same become due.
- (b) SITE OWNER shall at all times keep each ATM free of liens and encumbrances and hereby waives any and all claims or liens, including statutory landlord liens, that it may impose itself on any ATM.
- (c) ATM OPERATOR shall be responsible for all sales taxes (if any) incurred in connection with the operation of the ATM.

8. Liability.

(a) Except for the rent payments provided for herein, for the period during which the ATM is installed and operational, ATM OPERATOR shall have no liability to SITE OWNER of any nature whatsoever, including any special, incidental, exemplary or consequential liabilities. SITE OWNER ACKNOWLEDGES THAT ATM OPERATOR, ITS AFFILIATES, REPRESENTATIVES, AGENTS, DISTRIBUTORS, AND INDEPENDENT CONTRACTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE ATM OR ANY PROJECTED REVENUES OR EXPENSES IN CONNECTION WITH THE OPERATION OF THE ATM.

(b) Each party shall be excused from performance, and shall have no liability for any period and to the extent that such party is prevented, hindered, or delayed from performing any services or other obligations under this Lease, in whole or in part, as a result of acts, omissions out of the reasonable control of such party, including by way of installation and not limitation, acts or omissions of the other party, third party nonperformance, failure or malfunctions of computer or telecommunications hardware, equipment or software, breach or other nonperformance by vendors and suppliers, strikes, or labor disputes, riots, war, fire, acts of God, or government regulations.

9. Rent. ATM OPERATOR shall agree to pay SITE OWNER as follows:

- \$.30 per valid cash withdrawal

This rent shall be calculated and paid on a monthly basis.

ATM OPERATOR will also provide monthly report to SITE OWNER.

10. **Term.** The term of this lease shall commence on the date first above written and shall continue for (15) years. This lease shall automatically renew for an additional period of five (5) years. Upon expiration, unless terminated by either party giving the other party written notice of intent not to

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renew at least ninety (90) days prior to the expiration date of the original term or any renewal thereof.

11. **Termination.** 11.1 Upon execution, the full term of the contract shall begin and any right to cancel shall be forfeited. The previous statement notwithstanding, either party may terminate this agreement if the other party is in breach of contract and has failed to remedy such breach within thirty (30) days of receipt of written notification. G&G LLC shall have the right to immediately terminate this Agreement by giving written notice to Affiliate in the event that Affiliate does any of the following:

11.2 If Affiliate terminates agreement before termination date, Affiliate shall agree to pay G&G LLC an early termination fee equal to the average of the most recent six (6) months of Profit generated to G&G LLC times the number of months remaining on the normal term of this agreement. Payment shall be paid in full on the termination date.

- (a) Fails to pay any amount set forth within thirty (30) days of such sum becoming due as it pertains to equipment orders and/or services provided by G&G LLC at a set cost; or
- (b) Files a petition in bankruptcy; or is adjudicated bankrupt or insolvent; or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law; or should Affiliate discontinue or
- (c) Breaches any material term of this agreement.

12. **Termination Upon Bankruptcy or Insolvency.** In the event that (a) a Party shall become insolvent; (b) a party shall make an assignment of its property for the benefit of creditors or shall seek liquidation or recognition under any insolvency or bankruptcy law; (c) a petition is filed by or against a party under any provision of the United States Bankruptcy Code which is not dismissed or stayed within (60) days after its filing; or (d) a receiver or trustee for party shall not have been discharged within (60) days from the date of appointment, then the other Party may immediately terminate this agreement and pursue all other available remedies at law or in equity.

13. **ATM Removal.** ATM OPERATOR may not remove the ATM during the terms of this contract, unless ATM is not producing at least 200 withdrawal transactions by the sixth full month of operation or during any 3 consecutive month period throughout the term of this agreement or the SITE OWNER is in breach of this agreement. ATM OPERATOR will not remove the ATM during the first six months of operation.

14. **Trade Secrets.** The ATM consists in part of computer programs, procedures, forms and other related materials which have been acquired and/or developed by ATM OPERATOR or third parties at substantial expense. SITE OWNER acknowledges that the foregoing are trade secrets which are of great value to ATM OPERATOR and disclosure to others of any of the programs, procedures, forms and other related materials with respect to the ATM will result in loss and irreparable damage to ATM OPERATOR. SITE OWNER acknowledges that the ATM, certain service and trademarks, computer programs, procedures, forms and other related materials belong to and are trade secrets of third parties and shall not in any way reconfigure or reverse engineer such in any manner whatsoever.

15. **Entire Agreement.** This Agreement and the exhibits attached hereto constitute the entire Agreement between ATM OPERATOR and SITE OWNER with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement may not be released, discharged, abandoned, changed or modified in any manner except by any instrument in writing signed by a duly authorized officer or representative of both ATM OPERATOR and SITE OWNER.

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16. **Waiver.** The failure of either Party to enforce at any time any provision of this Agreement or to exercise any right herein provided shall not in any way be construed to be a waiver of such provision or right in connection with any subsequent breach or default, and shall not in any way affect the validity of this Agreement or any party hereof, or limit, prevent or impair the right of such Party subsequently to enforce such provision or exercise such right.

17. **Notices.** Any notice required or permitted thereunder shall be in writing and may be given by personal service or by depositing same in the United States mail, first class postage prepaid, to the address of the Party receiving notice as appears on the signature page of this Lease or as changed through written notice to the other Party.

18. **Attorney's Fees.** In the event that G&G LLC is forced to take any legal action to pursue any of its rights or remedies herein, it is expressly agreed that G&G LLC shall be entitled to recover all attorney's fees, litigation costs, and related expenses incurred, from SITE OWNER.

19. **Governing Law.** This Agreement shall be constructed in accordance with Kansas law, and venue for any actions pertaining to this Agreement shall be in Kansas.

20. **Change in Law.** In the event there is a change in the law, either state, federal, and/or local, which in the opinion of legal counsel for ATM OPERATOR precludes or prohibits ATM OPERATOR from maintaining and operating an ATM on the leased premises, either prior to or following occupancy, then ATM OPERATOR, at its option, shall have the right to terminate this Lease Agreement upon written notice setting forth the reason of its counsel for such termination, and this Lease shall thereupon terminate. In any event, ATM OPERATOR shall be responsible for removing the ATM and returning the leased premises to it condition immediately prior to the installation of the ATM.

21. **Binding Effect: Successors and Adjustments.** This Agreement is binding on the Parties and their respective successors and assigns. SITE OWNER may not assign the agreement without the prior written consent of ATM OPERATOR.

22. **Captions.** Captions contained in this lease are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this lease or any provision hereof.

23. **Relationships of the Parties.** It is expressly understood and acknowledged that it is not the intention or purpose of this lease to create, nor shall the same be construed as creating any type of partnership, relationship or joint venture.

24. **Compliance with Laws.** Each Party will perform its obligations under this lease in strict compliance with all applicable laws, orders or regulations of all appropriate jurisdictions.

25. **Quiet Environment.** ATM shall quietly enjoy the floor space in each Building identified in Exhibit A during each term of this lease without hindrance or molestation by anyone claiming by, through or under SITE OWNER.

(SITE OWNER) Aving-Rice LLC
Various Locations

(ATM OPERATOR) G.G. LLC
10777 Bawley
OP. KS 66211

By: [Signature]
INITIAL HERE [Initials]

By: [Signature]

EXHIBIT A
(BOTH PARTIES INITIAL & DATE AT THE END OF THE LIST)

JUMPIN JIMMYS #97 309 N SPRING CREEK RD MONTROSE IL 62445
JUMPIN JIMMYS #98 601 IOWA ST EDGEWOOD IL 62426
JUMPIN JIMMYS #64 1104 W FAYETTE AVE EFFINGHAM IL 62401
JUMPIN JIMMYS #68 2301 BANKER EFFINGHAM IL 62401
JUMPIN JIMMYS #71 1301 SW ST OLNEY IL 62450
JUMPIN JIMMYS #72 1500 S RT 127 GREENVILLE IL 62246
JUMPIN JIMMYS #75 1706 W MAIN SALEM IL 62881
JUMPIN JIMMYS #74 491 FRANKLIN ST CARLYLE IL 62331
JUMPIN JIMMYS #76 1207 B N KELLER DR EFFINGHAM IL 62401
JUMPIN JIMMYS #77 4920 LAKE LAND CT MATTOON IL 61938
JUMPIN JIMMYS #78 101 W CUMBERLAND ST ELMO IL 62458
JUMPIN JIMMYS #80 517 E UNION LITCHFIELD IL 62056
JUMPIN JIMMYS #82 302 N WASHINGTON BUNKER HILL IL 62014
JUMPIN JIMMYS #83 30239 W FRONTAGE RD FARMERSVILLE IL 62533
JUMPIN JIMMYS #84 610 E MAIN CARMIL IL 62821
JUMPIN JIMMYS #85 314 E S LINE RT 36 TUSCOLA IL 61953
JUMPIN JIMMYS #86 902 MULBERRY MT CARMEL IL 62863
JUMPIN JIMMYS #87 110 N HAUGHTON HWY GREENUP IL 62428
JUMPIN JIMMYS #88 640 W MAIN BENTON IL 62812
JUMPIN JIMMYS #89 617 BROADWAY CENTRALIA IL 62801
JUMPIN JIMMYS #90 3200 BROADWAY MT VERNON IL 62864
JUMPIN JIMMYS #91 103 NORTH WEST ST OLNEY IL 62450
JUMPIN JIMMYS #92 101 E FAYETTE EFFINGHAM IL 62401
JUMPIN JIMMYS #93 506 E ELM GILLESPIE IL 62033
JUMPIN JIMMYS #94 600 N PARK HERRIN IL 62948
JUMPIN JIMMYS #95 HWY 37 N SALEM IL 62881
JUMPIN JIMMYS #96 201 N PARK RT 48 SESSER IL 62884
JUMPIN JIMMYS #62 809 E COLUMBIA ARTHUR IL 61911
JUMPIN JIMMYS #79 1507 W FAYETTE EFFINGHAM IL 62401
JUMPIN JIMMYS #81 701 W MAIN ST MT OLIVE IL 62069
JUMPIN JIMMYS #69 1206 MAIN ALTAMONT IL 62411
JUMPIN JIMMYS #65 703 S MAPLE MULBERRY GROVE IL 62262
JUMPIN JIMMYS #66 630 E SPRINGFIELD ARCOLA IL 61910
JUMPIN JIMMYS #67 104 W CENTER ST DIETERICH IL 62424
JUMPIN JIMMYS #73 1121 BROADWAY AVE EAST SUITE 2 MATTOON IL 61938
JUMPIN JIMMYS #63 2301 S BANKER SUITE B EFFINGHAM IL 62401
JUMPIN JIMMYS #70 101 W MAIN TEUTOPLIS IL 62467

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Western District of Missouri Claims Register

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

Judge: Arthur B. Federman

Chapter: 11

Office: Kansas City

Last Date to file claims: 12/29/2015

Trustee:

Last Date to file (Govt):

<i>Creditor:</i> (15587691) Harikrishna US Corp. 1044 Main Street, Suite 500 Kansas City, MO 64105	Claim No: 107 <i>Original Filed</i> <i>Date:</i> 12/29/2015 <i>Original Entered</i> <i>Date:</i> 12/29/2015	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> ePOC <i>Modified:</i>
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Amount claimed: \$25000.00

History:

[Details](#) [107-](#) 12/29/2015 Claim #107 filed by Harikrishna US Corp., Amount claimed:
[1](#) \$25000.00 (ePOC)

Description:

Remarks:

Claims Register Summary

Case Name: Gas-Mart USA, Inc.

Case Number: 15-41915-abf11

Chapter: 11

Date Filed: 07/02/2015

Total Number Of Claims: 1

Total Amount Claimed*	\$25000.00
Total Amount Allowed*	

*Includes general unsecured claims

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

	Claimed	Allowed
Secured		
Priority		
Administrative		