

Fill in this information to identify the case:

Debtor 1 TradeGlobal, LLC

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: District of Nevada

Case number 19-15960

RECEIVED
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 BMC GROUP

Official Form 410

Proof of Claim

04/19

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? JPMorgan Chase Bank, N.A.
 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)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>Sandeep S. Parihar</u> Name	_____ Name
<u>383 Madison Avenue</u> Number Street	_____ Number Street
<u>New York NY 10179</u> City State ZIP Code	_____ City State ZIP Code
Contact phone <u>212-270-0508</u>	Contact phone _____
Contact email <u>sandeep.s.parihar@jpmorgan.com</u>	Contact email _____

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? _____

JAGGED PEAK Ct ID



00059

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? \$ 293,483.46. 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.
Corporate Card charges for goods & services, loans, & interest

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: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 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 one:

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

Amount entitled to priority

\$ _____

Up to \$3,025* 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 \$13,650*) 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 4/01/22 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 12/10/2019
MM / DD / YYYY

Sandeep Parihar
Signature

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

Name Sandeep S. Parihar
First name Middle name Last name

Title Executive Director

Company JPMorgan Chase Bank, N.A.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 383 Madison Avenue
Number Street

New York NY 10179
City State ZIP Code

Contact phone 212-270-0508 Email sandeep.s.parihar@jpmorgan.com

PROOF OF CLAIM FILING INFORMATION FOR

**JAGGED PEAK, INC.
(LEAD CASE)
CASE NO. 19-15959**

U.S. BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

Debtor Name	Case Number
Jagged Peak, Inc.	19-15959
TradeGlobal, LLC	19-15960
TradeGlobal North America Holding, Inc.	19-15961

General Bar Date: TBA

Governmental Bar Date: TBA

You may file your completed and executed Proof of Claim as follows:

If by regular mail, send to:

**BMC Group, Inc.
Attn: Jagged Peak Claims Processing
PO Box 90100
Los Angeles, CA 90009**

If by messenger or overnight delivery, send to:

**BMC Group, Inc.
Attn: Jagged Peak Claims Processing
3732 West 120th Street
Hawthorne, CA 90250**

Once filed, a "Filed" stamped copy of the proof of claim will be returned to the claimant Within three (3) business days of docketing IF the claimant encloses a stamped, self-addressed envelope with a copy of the proof of claim.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re:))	Chapter 11
TRADEGLOBAL, LLC))	Case No. 19-15960-MKN
Debtors.))	(Jointly Administered)

**STATEMENT IN SUPPORT OF PROOF OF CLAIM
OF JPMORGAN CHASE BANK, N.A.**

JPMorgan Chase Bank, N.A., (the “Claimant”) submits this attachment in support of its Proof of Claim.in connection with its loans, advances, and provision of credit to TradeGlobal, LLC (the “Borrower” and the “Debtor”).

1. On September 19, 2019, (the “Petition Date”), the Debtor and certain in its affiliates, commenced Chapter 11 cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Nevada (the “Court”).

2. On September 25, 2018, the Debtor had entered into an agreement with the Claimant denominated as an “End of Day Loan Sweep Facility” (the “Facility Agreement”) pursuant to which the Claimant committed to make loans and advance to the Debtor up to an amount not to exceed in the aggregate the principal sum of \$33,000,000 (the “Facility”). The Facility Agreement had a maturity date of September 24, 2019 unless extended by the parties. The Facility was funded by providing funds into a Debtor account held with the Claimant at the close of each business day. These advances covered working capital

disbursements made by the Debtor during the course of that business day. Additionally, in connection with *inter alia* the Facility, the Debtor executed an agreement denominated “Treasury Services End of Day Investment and Loan Sweep Services Terms” with an Effective Date of September 25, 2018 (the “Service Terms”). Copies of the Facility Agreement and the Service Terms are attached hereto and made a part hereof as Exhibit “A.”

3. As security for the outstanding amounts due under the Facility Agreement, the ultimate parent entity of the Debtor, Singapore Post Limited, applied for and received an irrevocable Letter of Credit issued by the United Overseas Bank Limited in the amount of \$33,000,000 with the Claimant as beneficiary having an expiry date of September 26, 2019 (the “Letter of Credit”).

4. On September 18, 2019, the Claimant drew under the Letter of Credit in the amount of \$33,000,000. On that date, the Debtor was indebted to the Claimant for the principal amount of \$32,988,068.37 plus accrued and unpaid interest in the amount of \$105,608.37. As a consequence of that draw and the application of the proceeds to the unpaid principal and interest as of the Petition Date, the Debtor remained justly and lawfully indebted to the Claimant in the aggregate amount of \$93,676.37 for accrued and unpaid interest under the Facility Agreement up to but not including the Petition Date.

5. Additionally and as of the Petition Date, the Debtor was indebted to the Claimant for amounts incurred by the Claimant under a “Commercial Card Classic Application & Agreement” (the “Card Agreement”) in the amount of \$199,807.09 for goods and services purchased by the Debtor on or before the Petition Date inclusive of an unpaid finance charge for the Month of August of \$441.78 under the Card Agreement

which remain unpaid. A copy of the Card Agreement and a statement of the charges incurred and unpaid under the Card Agreement are appended hereto and made a part hereof as Exhibit “B”.

6. Pursuant to the Facility Agreement and the Card Agreement, the Debtor is obligated to pay the fees and expenses incurred by the Claimant including, without limitation, the fees and expenses whether incurred before or after the Petition Date. The Debtor is indebted to the Claimant for out-of-pocket expenses, including professional fees, incurred in connection with the enforcement or protection of its rights under the Facility Agreement, the Card Agreement or the loans, advances or extensions of credit made thereunder. To the extent any such fees and charges under the Facility Agreement or the Card Agreement remain outstanding as of the Petition Date and due and owing by the Debtor to the Claimant, such fees and charges shall constitute part of the Claimant’s claims hereunder. The Debtor agreed to defend, indemnify, and hold harmless the Claimant from and against all claims (as set forth therein together with all other related indemnification obligations, whether incurred prior to or after the Petition Date, the “Indemnification Obligations”), all as set forth in the Facility Agreement and the Card Agreement and the relevant provisions of any other documents. As of the date hereof, the amount of the Indemnification Obligations of the Debtor is undetermined (together with the claims set forth in paragraphs 4, 5, and 6 the “Claims.”).

7. In addition to the foregoing amounts, and to the extent not already claimed, the Debtors are liable to the Claimants for all other Claims, obligations and liabilities of every nature in respect of, arising under, relating to, or in connection with the Facility

Agreement or the Card Agreement or as otherwise agreed upon in writing in the amounts so specified, whenever arising.

8. The Claimant reserves the right to file additional proofs of claim for the same or additional claim which may be based on the same or additional documents.

9. The filing of this Proof of Claim is not intended to be and shall not be construed as: (i) a waiver or limitation of any of the Claimant's rights, claims, defenses, or remedies, whether under the Documents appended hereto as Exhibits "A" and "B," (the "Documents") against the Debtor or any other person or entity who may be liable for all or any part of the Claims set forth herein, whether an affiliate of the Debtor, or any other Debtor, an assignee, guarantor, or otherwise, (ii) a waiver of any obligation owed to the Claimant, or any right to any security that may be determined to be held for the Claimant's benefit, (iii) consent by the Claimant to the jurisdiction of the Court, (iv) consent to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto pursuant to 28 U.S.C. § 157(e) or otherwise, (v) a waiver by the Claimant of the right to a trial by jury in any proceeding so triable herein or in any case, controversy, or proceeding related hereto, notwithstanding any designation of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution, (vi) a waiver by the Claimant of the right to have final orders in core and/or non-core matters entered only after *de novo* review by a District Court judge, (vii) a waiver of the right to move to withdraw the reference, or otherwise to challenge the jurisdiction of the Court with respect to the subject matter of this Proof of Claim, any objection or other proceedings commenced with respect thereto or any other proceeding commenced in these

chapter 11 cases against or otherwise involving the Claimant, (viii) an election of remedies, (ix) an admission that any property held by the Debtor constitutes property of the Debtor's estates, (x) a waiver of any past, present or future defaults (or events of default) by the Debtor in connection with the Documents, or otherwise or (xi) a waiver or release of, or any other limitation on, the Claimant's right to assert that any portion of the Claims are entitled to treatment as a priority claim, including under sections 503(b) and 507(a)(1) of the Bankruptcy Code. Claimant reserves the right, if and as applicable, to file one or more requests for payment of administrative expenses respecting any component of the Claims, whether or not asserted in this Proof of Claim.

10. The Claimant expressly reserves its right to amend, clarify, or supplement this Proof of Claim, at any time and for any reason, including, without limitation, to (i) correct, increase, or amend any amount referred to herein, (ii) add or amend documents and other information, and to describe further the Claims asserted herein, (iii) file additional proofs of claim that may be duplicative in respect of the Documents, or any other indebtedness, obligations, or liability of the Debtor to the Claimant, (iv) add as obligor any other entity or debtor in a related proceeding, including, but not limited to, any entity that may become a debtor or debtor-in-possession in a chapter 11 cases, and add or amend categories of payments or liabilities, (v) further describe the claims asserted herein, (vi) contest the validity, priority, and extent of any other purported liens and security interests other than those described herein and (vii) assert additional or different priority, security interest, or similar right with respect to the Claims asserted herein.

11. The Claimant does not waive any right to claim specific assets; any rights of setoff, recoupment, or to assert a constructive trust against assets or cash held by the

Debtor, or any other right, cause of action, or Claim, whether existing now or hereinafter arising, that the Claimant has or may have against the Debtor, or any other person or persons is expressly preserved. This Proof of Claim also expressly includes any and all rights to assert a constructive trust against assets or cash held by the Debtor, and Claim for any and all amounts owed, in damages or otherwise, that the Claimant have or may have, whether known or unknown, against the Debtor and all those purporting to act on their behalf, whether presently asserted or to be asserted, including, without limitation, claims based upon common law fraud, misrepresentation, subrogation, indemnity, contribution, unjust enrichment, constructive trust, fraudulent conveyance, failure to fulfill contractual and fiduciary obligations, breach of the implied covenant of good faith and fair dealing, making, causing, or permitting to be made misleading statements regarding the business of the Debtor, failure to take prudent and appropriate action regarding adverse business conditions affecting the business operations of the Debtors, tortious interference, unjust enrichment, *quantum meruit*, failure to require adequate financial and accounting controls for the Debtor, and any other theory available under applicable law or equity, all of which singularly or collectively may have caused the Claimant to incur damages.

12. Nothing herein shall be deemed to waive, estop, or derogate from the rights of the Claimant under the Documents. This Proof of Claim also is without prejudice to any and all of the Claimant's rights, claims, and defenses under the Bankruptcy Code or otherwise, including, but not limited to, the right to vote on any plan(s) in the Debtor's chapter 11 cases.

13. With respect to any portion of the Claim that is unliquidated or as to which the amount is undetermined, the Claimant does not waive its rights thereto by not claiming specific amounts at this time.

14. Each and every description in this Proof of Claim of (i) the Documents, (ii) any other relevant documents, (iii) any signatory thereunder or (iv) any collateral granted in connection with or pursuant thereto is qualified in its entirety by the reference to the applicable provisions of such documents, and all such documents are incorporated herein by reference. In the event of any inconsistency between this Proof of Claim and any such document, the relevant document shall control.

NOTICES

15. All notices with respect to this Master Proof of Claim should be sent to:

JPMorgan Chase Bank, N.A.
383 Madison Avenue, 24th Floor
New York, NY 10179
Attention: Sandeep S. Parihar, Executive Director

with a copy to:

JPMorgan Chase Bank, N.A.
4 New York Plaza, 21st Floor
New York, NY 10004-2413
Attention: Kevin C. Kelley, Managing Director
& Associate General Counsel

J.P.Morgan

December 12, 2019

BMC Group, Inc.
Attn: Jagged Peak Claims Processing
3732 West 120th Street
Hawthorne, CA 90250
Via Federal Express

Re: Jagged Peak Claims Processing Chapter 11 Case Nos. 19-15959 and 19-15960

To whom it may concern:

Enclosed herewith are an original and one copy of a proof of claim to be filed in the above referenced matters. Please acknowledge the filing of the proof of claim by stamping with a date stamp the enclosed copy and return it to the undersigned in the enclosed envelope. Thank you for your consideration.

Very truly yours,



Sandeep Parihar
Executive Director – JPMorgan Chase Bank, N.A.

Returned
envelope
NOT
PROVIDED
for

Sandeep Parihar • Executive Director

JPMorgan Chase Bank, N.A. • 383 Madison Avenue, New York, NY 10179

Telephone: 212-270-0508

sandeep.s.parihar@jpmorgan.com

District of Nevada Claims Register

[19-15960-mkn TRADEGLOBAL, LLC, A DELAWARE LIMITED LIABILITY COM](#)

Judge: MIKE K. NAKAGAWA **Chapter:** 11
Office: Las Vegas **Last Date to file claims:** 01/22/2020
Trustee: **Last Date to file (Govt):** 03/16/2020

<i>Creditor:</i> (11029879)	Claim No: 19	<i>Status:</i>
JPMORGAN CHASE BANK	<i>Original Filed</i>	<i>Filed by:</i> CR
ATTN: SANDEEP S PARIHAR	<i>Date:</i> 12/17/2019	<i>Entered by:</i> BMC GROUP, INC.
383 MADISON AVENUE	<i>Original Entered</i>	(1)
NEW YORK, NY 10179	<i>Date:</i> 12/17/2019	<i>Modified:</i>

Amount claimed: \$293483.46

History:

[Details](#) [19-1](#) 12/17/2019 Claim #19 filed by JPMORGAN CHASE BANK, Amount claimed: \$293483.46 (BMC GROUP, INC. (1))

Description: (19-1) Corporate Card charge for goods & services

Remarks: (19-1) ClaimsAgent Recvd: 12/16/2019

Claims Register Summary

Case Name: TRADEGLOBAL, LLC, A DELAWARE LIMITED LIABILITY COM

Case Number: 19-15960-mkn

Chapter: 11

Date Filed: 09/16/2019

Total Number Of Claims: 1

Total Amount Claimed*	\$293483.46
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		