

Fill in this information to identify the case:

Debtor Plastiq Inc.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 23-10671

**Official Form 410
Proof of Claim**

04/22

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.

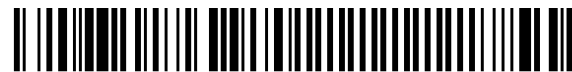
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, 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>Parth Padgaonkar</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>	
	<small>Other names the creditor used with the debtor</small> _____	
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?	Where should payments to the creditor be sent? (if different)
<small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	<u>Parth Padgaonkar</u> <u>103 Peacock Dr</u> <u>San Rafael, CA 94901, USA</u>	
	<small>Contact phone</small> <u>602.628.0887</u>	<small>Contact phone</small> _____
	<small>Contact email</small> <u>parth.padg@gmail.com</u>	<small>Contact email</small> _____
	<small>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</small> _____	
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 _____ <small>MM / DD / YYYY</small>	
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? _____	



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? \$ 134,311.95. 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.

Contract Claim

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle 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 amount 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 all that apply:

	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 \$3,350* 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 \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

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 acknowledgement 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 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 07/25/2023
MM / DD / YYYY

/s/Parth Padgaonkar
Signature

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

Name Parth Padgaonkar
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 634-7180 | International 001-310-823-9000

Debtor: 23-10671 - PlastiQ Inc.		
District: District of Delaware		
Creditor: Parth Padgaonkar 103 Peacock Dr San Rafael, CA, 94901 USA Phone: 602.628.0887 Phone 2: Fax: Email: parth.padg@gmail.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded	
	Related Document Statement:	
	Has Related Claim: No	
	Related Claim Filed By:	
		Filing Party: Creditor
Other Names Used with Debtor:		Amends Claim: No Acquired Claim: No
Basis of Claim: Contract Claim	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 134,311.95	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Parth Padgaonkar on 25-Jul-2023 3:42:02 p.m. Eastern Time		
Title:		
Company:		

ACCREDITED INVESTOR CERTIFICATION

The purpose of this questionnaire is for you to certify whether you are an “accredited investor” under United States federal and state securities laws and the regulations under those laws with respect to the issuance of shares of Common Stock of PlastiQ Inc. (“Parent”). By signing this questionnaire, you agree that Parent (i) may present this questionnaire to such parties as it deems appropriate to establish the availability of exemptions from registration or qualification requirements under U.S. federal and state securities laws, and (ii) may rely upon the information provided. You understand and acknowledge that, in reliance upon the representations and warranties made by you herein, the Parent Common Stock to be issued to you has not been registered with the Securities and Exchange Commission under the Securities Act or been qualified under applicable federal, state or other securities laws (collectively, “Securities Laws”) but instead is being transferred under an exemption or exemptions from the registration and qualification requirements of Securities Laws which impose certain restrictions on your ability to transfer such shares.

1. STOCKHOLDER INFORMATION

Full Legal Name of securityholder of Nearside Business Corp.: Parth Padgaonkar

Address (including zip code): 1310 U St. NW #606, Washington DC 20009

E-mail Address: parth@duck.com

2. ACCREDITED INVESTOR CONFIRMATION

Instructions: Please check either the box in 2(a) OR one or more boxes in 2(b) (if the undersigned is an individual) or 2(c) (if the undersigned is an entity), as applicable.

a. The undersigned is not an “accredited investor” because he, she or it does not satisfy any of the categories in 2(b) or 2(c) below.

b. The undersigned is an “accredited investor” because he or she satisfies one or more of the following categories:

The Investor’s individual net worth (excluding primary residence), or joint net worth¹ with the Investor’s spouse or spousal equivalent² (excluding primary residence), exceeds \$1,000,000³.

¹ For the purposes of calculating joint net worth, joint net worth can be the aggregate net worth of the investor and spouse or spousal equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard does not require that the securities be purchased jointly.

² The term *Spousal equivalent* shall mean a cohabitant occupying a relationship generally equivalent to that of a spouse.

³ When determining your net worth, the value of your primary residence (i.e., the home where you live most of the time) should not be included as an asset. Indebtedness secured by your primary residence, up to its estimated fair market value at the time of the sale of the securities, should not be included as a liability (except that if the amount of the indebtedness outstanding at the time of the sale of the securities exceeds the amount outstanding 60 days before that time, other than as a result of the acquisition of the primary residence, the amount of the excess should be included as a liability). Indebtedness secured by your primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of the securities should be considered a liability and deducted from net worth.

- The Investor had an income⁴ in excess of \$200,000 in each of the two most recent years, or joint income with the Investor’s spouse or spousal equivalent in excess of \$300,000, in each of those years and has a reasonable expectation of reaching the same level of income in the current year.
- The Investor is a director or executive officer⁵ of the Company.
- The Investor holds in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Securities and Exchange Commission (the “SEC”) has designated as qualifying an individual for accredited investor status.⁶

c. The undersigned is an “accredited investor” because it satisfies one or more of the following categories:

- A corporation, a Massachusetts or similar business trust, a partnership or limited liability company, in each case, not formed for the specific purpose of this investment, with total assets in excess of \$5,000,000.
- An organization described in Section 501(c)(3) of the Internal Revenue Code, not formed for the specific purpose of this investment, with total assets in excess of \$5,000,000.
- A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the “Investment Advisers Act”) (*U.S. venture capital entities may potentially qualify as private business development companies. However, due to the technical requirements of the statutory definition, an investor should consult with counsel prior to making a determination as to accreditation status under this category*).
- A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
- An investment company registered under the Investment Company Act or a business development company as defined in Section 2(a)(48) of the Investment Company Act.
- A bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), or a savings and loan association or other institution defined in Section 3(a)(5)(A) of the Securities Act acting in its individual or fiduciary capacity.

⁴ For purposes of this Questionnaire, (i) amounts contributed on your behalf to a profit-sharing or pension plan may be included as income to the extent vested and (ii) unrealized capital appreciation should generally not be included as “income.”

⁵ “Executive officer” shall mean the president, any vice president in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy making function, or any other person who performs similar policy making functions at the Company.

⁶ In an order published in the Federal Register by the SEC on 10/8/2020, the SEC determined that pursuant to Rule 501(a)(10) of Regulation D under the Securities Act, it is hereby ordered that the General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65) shall qualify natural persons holding such licenses in good standing as accredited investors under Rule 501(a)(10).

- An insurance company as defined in Section 2(a)(13) of the Securities Act.
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors (***Those persons must complete Part 2(b) of this questionnaire***).
- A plan⁷ established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if the plan has total assets in excess of \$5,000,000.
- An entity in which all of the equity owners (this does not apply to beneficiaries of a conventional trust, as compared to a business trust, a real estate trust or similar entities) are accredited investors (***Please attach a list of equity owners. All equity owners will need to complete Part 2(b) of this questionnaire***).⁸
- A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of this investment, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Securities Act.
- A trust that may be amended or revoked at any time by the grantors and whose grantors are accredited investors (***Each individual who invests through a revocable trust must complete Part 2(b) of this questionnaire***).
- A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
- An investment adviser registered pursuant to section 203 of the Investment Advisers Act or registered pursuant to the laws of a state.
- An investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act.
- A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act.
- An entity, not listed above, that is not formed for the specific purpose of this investment, owning ‘investments’ (as defined in rule 2a51-1(b) under the Investment Company Act) in excess of \$5,000,000.⁹

⁷ “Plan” means any bonus, profit-sharing, pension, retirement, thrift, savings, incentive, stock purchase, stock option, stock ownership, stock appreciation, dividend reinvestment, or similar plan; or any dividend or interest reinvestment plan or employee benefit plan.

⁸ It is permissible to look through various forms of equity ownership to natural persons in determining the accredited investor status of entities for this provision. If those natural persons are themselves accredited investors, and if all other equity owners of the entity seeking accredited investor status are accredited investors, then this provision may be available.

⁹ While the SEC declined to provide a list of qualifying entities, the adopting release specifically mentions Indian tribes, labor unions, governmental bodies and funds, and entities organized under the laws of a foreign country

- A “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act: (i) with assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of this investment, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

- A “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements in the preceding provision and whose prospective investment in the issuer is directed by such family office.

3. REPRESENTATION AND WARRANTY

By signing this questionnaire, you represent and warrant that:

Your answers to the foregoing questions are true and complete to the best of your information and belief after a reasonable investigation, as of the date you sign the questionnaire, and you will promptly notify Parent of any changes in the information you have provided.

Name of Securityholder of Nearside Business Corp.:

Parth Padgaonkar

(please print)



(Signature)

Name: _____

Title: _____

Date: 11/16/2022

(Print name and title, if any, of joint investor or other person whose signature is required)

(Signature)

Number

CS-27

Shares

49,435

Nearside

Nearside Business Corp., DBA Nearside

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

This certifies that Parth Padgaonkar is the stockholder of Forty-Nine Thousand Four Hundred Thirty-Five (49,435) fully paid and non-assessable shares of Common Stock, par value \$ 0.00001, of Nearside Business Corp., hereinafter designated the "Corporation", transferable on the books of the Corporation in person or by duly authorized attorney upon surrender of the certificate properly endorsed. This Certificate and the shares represented hereby, are issued and shall be held subject to all of the provisions of the Certificate of Incorporation and the bylaws of the Corporation, to all of which each holder, by acceptance hereof, assents, and agrees to be bound.

A statement of the rights, preferences, privileges and restrictions granted to or imposed upon each class or series of shares of stock of the Corporation authorized to be issued and upon the holders thereof as established by the Certificate of Incorporation or by any certificate of amendment may be obtained by any stockholder upon request and without charge at the principal office of the Corporation. TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE RESTRICTED. SEE LEGENDS ON REVERSE SIDE.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers, effective as of August 14, 2020.

Thomson Nguyen

Thomson Nguyen, Founder and CEO

James Lee

James Lee, Secretary

**ELECTION UNDER SECTION 83(B)
OF THE INTERNAL REVENUE CODE OF 1986**

The undersigned taxpayer (the "Taxpayer") hereby elects, pursuant to Section 83(b) of the Internal Revenue Code, to include in Taxpayer's gross income, the amount of any compensation taxable to Taxpayer in connection with Taxpayer's receipt of the property described below:

1. The name, address, identification number and taxable year of the undersigned are:

Name of Taxpayer: Parth Padgaonkar
Name of Spouse (if applicable): _____
Taxpayer's Address: _____

Taxpayer Identification No. of Taxpayer: See below
Taxpayer Identification No. of Spouse (if applicable): See below (if applicable)
Taxable Year for which this election is being made: 2020

2. The property which is the subject of this election is: 49,435 shares of the Common Stock (the "Shares") of Hatch Credit, Inc., a Delaware corporation (the "Company").
3. The date on which the property was transferred is: August 5, 2020.
4. The property is subject to the following restrictions: Repurchase option at cost in favor of the Company upon termination of Taxpayer's service to the Company.
5. The fair market value of such property at the time of transfer is (determined without regard to any restriction other than a restriction which by its terms will never lapse): \$22,245.75.
6. The amount (if any) paid for such property: \$22,245.75.

The Taxpayer has submitted a copy of this statement to the Company for whom the services were performed in connection with the Taxpayer's receipt of the above-described property. The Taxpayer is the person performing the services in connection with the transfer of said property.

The undersigned understand(s) that the foregoing election may not be revoked except with the consent of the Commissioner.

Dated: 8/20/2020

TAXPAYER:


(Signature)

600-13-2952
(Taxpayer Identification No.)

TAXPAYER SPOUSE (IF APPLICABLE):

(Signature (if applicable))

(Taxpayer Identification No. (if applicable))

CONFIDENTIAL

Information Statement, Notice of Action by Stockholder Written Consent, Notice of Appraisal Rights, and Notice of Effective Date of Merger

September 14, 2022

Dear Stockholders of Nearside Business Corp.

On September 9, 2022, Nearside Business Corp., a Delaware corporation (“**Nearside**” or the “**Company**”), completed the acquisition of the Company by PlastiQ Inc., a Delaware corporation (“**Parent**”) through the merger (the “**Merger**”) of the Company and Nightingale Merger Sub Inc., a Delaware corporation (“**Merger Sub**”) pursuant to the terms of an Agreement and Plan of Merger (the “**Merger Agreement**”), by and among the Company, Parent, Merger Sub, and Thomson Nguyen, in his capacity as the Stockholders’ Representative (the effective time of the Merger, the “**Effective Time**”). As a result of the Merger, Merger Sub was merged with and into Company and Company continued as the surviving corporation of the Merger (and referred to herein as the “**Surviving Corporation**”). Capitalized terms used herein not otherwise defined shall have the meanings given such terms in the Merger Agreement.

In connection with the Merger and as more fully described in this Information Statement and the Merger Agreement, as of the Effective Time and subject to the terms and conditions of the Merger Agreement, Parent agreed to issue 32,166,752 shares of Common Stock of Parent, par value \$0.00001 (the “**Shares**”) subject to reduction pursuant to the terms and conditions of the Merger Agreement (the “**Closing Merger Consideration**”). The Shares are valued at a per share price of \$3.1088 per share (the “**Parent Common Per Share Price**”), which is based upon a post-Merger valuation of Parent equal to \$400 million.

In addition to the Closing Merger Consideration, Parent agreed to make earnout payments valued up to \$30 million in the aggregate in the event the Company met certain revenue thresholds over the four year period following the Closing, payable in the form of Shares at the Parent Common Per Share Price to Accredited Persons (the “**Milestone Stock Consideration**”) and the equivalent amount of cash to Non-Accredited Persons.

The Milestone Stock Consideration may be subject to adjustment in the following ways: first, if Parent closes an arms’ length equity financing transaction following the Effective Time of the Merger but prior to the end of the applicable Earnout Period, then the Parent Common Per Share Price will be modified based on the valuation of the Company used in that most recent equity financing transaction; and (ii) if any Milestone Payment becomes payable after a Parent IPO or the SPAC Closing, Parent may satisfy the applicable Milestone Payment (as defined below) in the form of shares of Parent Common Stock or SPAC Common Stock, with the value of such shares being set at the 10-day average closing price of a share of Parent Common Stock or SPAC Common Stock, as applicable, on the applicable nationally recognized stock exchange as of the trading day immediately after the end of the applicable Earnout Period.

The potential earnout payments will be structured in four equal tranches for each of the first four years following the Closing (the “**Earnout Periods**”) based on the Company’s achievement of certain revenue targets for each year (“**Milestone Payments**”, and together with the Closing Merger Consideration, the “**Aggregate Merger Consideration**”). The aggregate Merger Consideration is subject to adjustment for any Indebtedness or Unpaid Transaction Expenses not included on the Company’s Estimated Closing Statement within 90 days of the Closing of the Merger.

For Company stockholders who are unaccredited, such stockholders will receive \$3.31164 per share at Closing and up to a maximum of \$2.34175 per share in Milestone Payments.