


**Fill in this information to identify the case:**

Debtor 1 Nearside Business Corp.

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware 

Case number 23-10673

# 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 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? Galileo Financial Technologies, LLC  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor N/A

2. Has this claim been acquired from someone else?  
 No  
 Yes. From whom? N/A

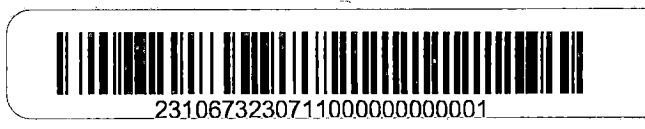
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name <u>9800 S. Monroe St., 7th Floor</u> Number Street <u>Sandy UT 84070</u> City State ZIP Code Contact phone _____ Contact email <u>legal@galileo-ft.com</u>	Name _____ Number Street _____ City State ZIP Code Contact phone _____ 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) N/A 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? N/A

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**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? \$ 184,315.99 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.  
Services performed pursuant to Master Services Agreement.

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

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**JUL 11 2023**  
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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: N/A

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

- No  
 Yes. Check one:

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 \$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).
- 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).
- 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.

Amount entitled to priority

\$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

\* 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.

**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 07/03/2023  
MM / DD / YYYY

DocuSigned by:



Signature

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

Name William Kennedy  
First name Middle name Last name

Title Chief Financial Officer

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

Address 9800 S. Monroe St., 7th Floor  
Number Street

Sandy UT 84070  
City State ZIP Code

Contact phone \_\_\_\_\_ Email wkennedy@galileo-ft.com

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JUL 11 2023

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**EXECUTION COPY**

**SERVICE AGREEMENT**

THIS SERVICE AGREEMENT (the "Agreement") is entered into effective this 15th day of July, 2020 (the "Effective Date"), by and between **Hatch Credit, Inc.** ("Customer"), a Delaware corporation with a principal business address of 601 California St., Suite #1210, San Francisco, California 94108, and **Galileo Financial Technologies, LLC** ("Galileo"), a Delaware limited liability company with a principal business address of 6510 South Millrock, Suite 300, Salt Lake City, Utah 84121.

**Recitals**

Customer is engaged in the business of providing products and services to small business owners to help them grow their business, including developing, marketing, servicing, offering and supporting debit and credit cards through the Mastercard network and the related bank accounts through Bank ("Transaction Cards and Accounts") to small businesses, their owners and employees (the "Program").

**Radius Bank** ("Bank"), a covered savings association, with a principal business address of 1 Harbor Street, Suite 201, Boston, Massachusetts 02210, is a principal member in good standing with the Associations, and is authorized to issue debit cards, prepaid cards and ATM cards, including, without limitation, the Transaction Cards and Accounts using the applicable Association's trademarks subject to the applicable Association's rules, regulations and bylaws.

Galileo is a third party processor and has established certain facilities in order to perform the Services to support card programs such as the Transaction Cards and Accounts.

The terms of this Service Agreement are confidential and certain portions have been redacted by the Creditor.

























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IN WITNESS WHEREOF, this Service Agreement is executed effective as of the Effective Date.

**Hatch Credit, Inc.:**

DocuSigned by:  
Thomson Nguyen  
E34722F6628D486

By

Thomson Nguyen  
Name

CEO  
Its

7/15/2020  
Date

**Galileo Financial Technologies, LLC:**

DocuSigned by:  
Bryan Brooks  
AE8CE4B23AAE4CB

By

Bryan Brooks  
Name

CFO  
Its

7/15/2020  
Date



























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T | (801) 365-6060  
A | 9800 South Monroe St.,  
7<sup>th</sup> Floor  
Murray, UT 84070  
w | galileo-ft.com

March 30, 2023

Sent Via UPS

Nearside Business Corp. (f/k/a Hatch Credit, Inc.)  
Attn: CEO  
601 California St., Suite #1210  
San Francisco, CA 94108

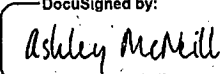
RE: Notice of Late Payment

To Whom it May Concern,

On July 15, 2020, Nearside Business Corp. (f/k/a Hatch Credit, Inc.) ("Company") executed a Service Agreement (the "Agreement") with Galileo Financial Technologies, LLC ("Galileo") regarding certain Services as defined therein. Pursuant to Section 4.4 of the Agreement, Company agreed to provide Galileo access to a bank account for Galileo to draw upon at any time fifteen (15) days after Company's receipt of an invoice to "pay fees, taxes, interest payments, charges, or any other amount due or payable to Galileo" for the Services. If Company fails to provide the details of the bank account to Galileo, or the funds in the account are insufficient to pay any amount due to Galileo, Galileo may "immediately suspend providing the Services without incurring liability" to Company. Furthermore, Section 9.1(a) of the Agreement allows Galileo to terminate the Agreement if the Company fails to comply with Section 4.4 within 48 hours of receiving notice.

Pursuant to Section 12.2 of the Agreement, notice is hereby provided to the Company that it is in breach of Section 4.4 of the Agreement and Galileo's invoices detailed in the statement attached hereto as **Exhibit A** are past due. Pursuant to Section 4.4 of the Agreement, Galileo has suspended providing Services under the Agreement. Moreover, if Company fails to come into compliance with Section 4.4 by providing Galileo with access to a bank account from which it can deduct outstanding fees within forty-eight (48) hours of receipt of this notice, Galileo may also elect to terminate the Agreement. Please comply with this letter within the timeframe referenced above in order to avoid the negative consequences of termination.

Sincerely,

DocuSigned by:  
  
CC3820E20C50471...  
Ashley McNeill  
Associate General Counsel

Enclosed – Exhibit A

CC: [vincent.deligio@plastiq.com](mailto:vincent.deligio@plastiq.com)

**Exhibit A**



Galileo Financial Technologies, LLC  
9800 South Monroe Street, 7th Floor  
Sandy, Utah 84070

Invoice

P8520

## Invoice

### Customer

Name: Nearside Business Corp.  
Attention:  
Address: 601 California Street  
Suite #1210  
San Francisco, CA 94108

Fax #:

Processing Month	February
Invoice Date	03/03/2023
Due Date	03/18/2023

Quantity	Description	Rate	Amount
	<b>Account Creation</b>		
	Account Set Up		\$0.00
	Active Account on File		\$76.70
	Additional / Replacement Card		\$0.00
	ID Verification		\$0.00
	Inactive Account on File		\$2.76
	<b>Processing</b>		
	ATM Declines		\$0.00
	ATM Withdrawals		\$0.00
	Account / Card Activation		\$0.00
	Balance Inquiry		\$0.00
	Balance Inquiry Decline		\$0.00
	Bank Cash Advance		\$0.00
	Bank Cash Advance Decline		\$0.00
	Cancel Accounts(per account)		\$0.00
	Cancelled/Suspend Card(per card)		\$0.00
	Damaged or Expired Reissue		\$0.00
	Lost/Stolen Card		\$0.00
	Other Monetary Adjustments		\$1.20
	Other Non Monetary Adjustments (per change)		\$0.00
	POS Authorization		\$0.00
	POS Authorization Decline		\$0.00
	<b>Bill Payment</b>		
	Paper Bill Payments		\$5.50
	<b>Loads</b>		
	Other Loads		\$0.00
	<b>Other</b>		
	IVR Access (other than IVR Balance Inquiry only, per call)		\$0.00
	IVR Balance Inquiry (only, excludes long distance, per call)		\$0.00
	IVR Call Transfer (per transfer)		\$0.00
	Periodic OFAC Screening (per account per screening)		\$0.00



Quantity	Description	Rate	Amount
	Customer Service		
	Automated Dispute Processing		\$0.00
	Customer Service Emails Response (per email)		\$0.00
	Dispute Processing		\$0.00
	Fax Server (per fax)		\$0.00
	Letter Generation Additional Page (per Page)		\$0.00
	Letter Generation Fee		\$0.00
	Live Agent After Peak Hours		\$0.00
	Live Agent Customer Service (per min)		\$0.00
	Live agent Tier-2 Customer Service		\$0.00
	Negative Balance Chargebacks		\$0.00
	Negative Balance Review		\$6.00
	Paper Statement (per statement)		\$0.00
	Paper Statement Additional page (per page)		\$0.00
	Reporting to Credit Bureau		\$0.00
	Returned Mail Processing Fee (per item)		\$0.00
	Warning Bulletin (per account)		\$0.00
	<b>General</b>		
	ACH File Creation Fee		\$20.00
	API		\$0.00
	Bundled Tier 1 Analytics and Tier 2 Advanced Analytics		\$1,500.00
	Customer Service Tool Utilization		\$0.00
	Customer Service Training (per rep, per hour)		\$0.00
	Emboss File Creation Fee		\$0.00
	QMR Filing (per filing)		\$0.00
	Reporting Via Data Feed		\$0.00
	gAnalytics: Tier 3 (per named user per month)		\$0.00
	<b>Discount</b>		
	Active Account on File (0 - 30000)		
<b>SUBTOTAL</b>			<b>\$1,612.16</b>
<b>FIXED FEES</b>			
1	Client Support Minimum Monthly Billing		\$1,000.00 \$22,393.84
<b>FIXED FEES SUBTOTAL</b>			<b>\$23,393.84</b>
			<b>TOTAL \$25,006.00</b>



Galileo Financial Technologies, LLC  
 9800 South Monroe Street, 7th Floor  
 Sandy, Utah 84070

INVOICE: SF8344

# Invoice

## Nearside Business Corp.

Attn:  
 601 California Street  
 San Francisco, CA 94108

Program:	Nearside
Processing Month:	Feb-23
Invoice Date:	3/10/2023
Due Date:	3/25/2023
Currency:	USD

Quantity	Description	Rate	Total
<b>Nearside</b>			
	<b>Postage</b>		
	Postage (bill payment checks)		\$6.27
	<b>Bank Charges</b>		
	Paper Bill Payment Checks Paid (per item)		\$0.44
	Voided Paper Bill Payment (per item)		\$3.25
	<b>Telecom Charges</b>		
	CCI Telecom Charges		\$0.35
	<b>Total</b>		<b>\$10.31</b>



T | (801) 365-6060  
A | 9800 South Monroe St.,  
7<sup>th</sup> Floor  
Murray, UT 84070  
w | galileo-ft.com

April 4, 2023

Nearside Business Corp. (f/k/a Hatch Credit, Inc.)  
Attn: CEO  
601 California St., Suite #1210  
San Francisco, CA 94108

RE: Notice of Termination

To Whom it May Concern:

Pursuant to Section 12.2 of the Service Agreement between Nearside Business Corp. (f/k/a/ Hatch Credit, Inc. (the "Company") and Galileo Financial Technologies, LLC ("Galileo") dated July 15, 2020 (the "Agreement"), Company received written Notice of Late Payment from Galileo dated March 30, 2023 ("Notice"), notifying Company that payment of Galileo's invoices are past due. Further, the Notice stated that if Company failed to make payment of the outstanding invoices within forty-eight hours after receipt of the Notice, then Galileo would be entitled to terminate the Agreement pursuant to Section 9.1(a) of the Agreement.

Company having failed to timely make payment of the outstanding invoices, Galileo hereby terminates the Agreement pursuant to Section 9.1.

Consistent with Section 9.3 of the Agreement, all amounts due and owing to Galileo are immediately due and payable. A summary of the outstanding amounts Company owes to Galileo, including the termination payment set forth in Section 9.4 of the Agreement, is detailed in the statement attached hereto as Exhibit A.

Please make payment to Galileo within ten (10) days of receipt of this notice. Failure to do so or to otherwise respond to this notice will signal to Galileo that legal action is required for Galileo to recover the amounts owed under the Agreement.

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads 'Ashley McNeill'.

Ashley McNeill

Associate General Counsel

CC: [vincent.deligio@plastiq.com](mailto:vincent.deligio@plastiq.com)

Exhibit A



Account Summary  
Nearside Business Corp.  
4/3/2023

<u>Month</u>	<u>Invoice</u>	<u>Inv Dt</u>	<u>Amount</u>	<u>Payment</u>	<u>Outstanding</u>
February	P8520	3/3/2023	\$ 25,006.00	\$	25,006.00
February	SF8344	3/10/2023	\$ 10.31	\$	10.31
March	P86680	4/5/2023	\$ 25,004.00	\$	25,004.00
	Termination Payment		\$ 134,295.68	\$	134,295.68
				\$	<u>184,315.99</u>