

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

IN RE:	X	
	X	
ADVANCED SOLIDS CONTROL, LLC	X	CASE NO. 16-52748-RBK
	X	
DEBTOR	X	CHAPTER 11

**MOTION OF ADVANCED SOLIDS CONTROL, LLC FOR AUTHORIZATION TO
SELL PERSONAL PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS AND
ENCUMBRANCES PURSUANT TO CONSIGNMENT AGREEMENT WITH H.
LANCASTER CO.**

**THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO
YOUR INTERESTS.**

**IF NO TIMELY RESPONSE IS FILED WITHIN TWENTY-ONE (21)
DAYS FROM THE DATE OF SERVICE, THE RELIEF REQUESTED
HEREIN MAY BE GRANTED WITHOUT A HEARING BEING HELD.**

**A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE
HELD.**

TO THE HONORABLE RONALD B. KING, CHIEF JUDGE,
UNITED STATES BANKRUPTCY COURT:

NOW COMES, Advanced Solids Control, LLC, Debtor-in-Possession in the above styled
and numbered Chapter 11 bankruptcy case, and files this its Motion For Authorization to Sell
Personal Property Free and Clear of All Liens, Claims and Encumbrances Pursuant to Consignment
Agreement With H. Lancaster Co., and in support thereof would respectfully show the Court the
following:

1. On December 2, 2016, Advanced Solids Control, LLC (hereinafter called "Debtor") filed its voluntary Petition for Relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Western District of Texas, San Antonio Division.

2. The asset proposed to be sold is personal property described as residential furniture from multiple rental properties the Debtor owns in New Mexico. The real properties are being sold and the furniture must be liquidated. The Debtor believes that the furniture is worth approximately \$45,000.00; the residential furniture is not subject to any liens or claims to creditors.

3. The Debtor proposes to sell the personal property pursuant to a Consignment Agreement with H. Lancaster Co. (whom is not related to the Debtor). Pursuant to the Consignment Agreement, a copy of which is attached hereto as Exhibit "A", the Debtor is to receive seventy percent (70%) of the gross sales proceeds . The Consignment Agreement is for a term of ninety (90) days (from January 3, 2017), and payment is due to the Debtor within thirty (30) days from the sale of the item(s).

4. The Debtor believes that the proposed sale of the furniture will generate a reasonable value based upon the asset proposed to be sold and its marketability.

5. The proceeds from the sale will be used by the Debtor in its reorganization efforts/payment of creditors of the Estate.

6. The Debtor is requesting that the sale of the furniture pursuant to the Consignment Agreement be free and clear of all liens, claims and encumbrances pursuant to §363 of the U.S. Bankruptcy Code.

7. A copy of the Order uploaded with this Motion is attached hereto.

WHEREFORE, PREMISES CONSIDERED, Debtor requests that the Court authorize it to sell free and clear of all liens, claims and encumbrances pursuant to §363 of the U.S. Bankruptcy Code the personal property pursuant to the Consignment Agreement with H. Lancaster Co. pursuant to the terms set forth above, and for such other and further relief to which the Debtor may show itself entitled.

Date: January 11, 2017.

Respectfully submitted,




WILLIAM R. DAVIS, JR.
State Bar No. 05565500
LANGLEY & BANACK, INC.
745 E. Mulberry, Suite 900
San Antonio, TX 78212
(210) 736-6600

Attorneys for Debtor

CERTIFICATE OF SERVICE

I hereby certify that on January 11, 2017, a true and correct copy of the above and foregoing instrument was mailed, first class, postage prepaid to the attached notice list.



WILLIAM R. DAVIS, JR.

Advanced Solids Control, LLC
c/o Mr. Lynn Frazier
5655 Bear Lane, Suite 100
Corpus Christi, TX 78405

U.S. Trustee
P.O. Box 1539
San Antonio, TX 78295-1539

Darin Jerle Harding
P.O. Box 743
Grande Prairie Alberta T8V3R5

Sentrimax Centrifuges, Inc.
108 Sentry Drive
Mansfield, TX 76063

Gary Sweetman
226 Augusta Drive
Portland, TX 78374

Magnum Oil Tools Int'l, Ltd.
5655 Bear Lane, Suite 100
Corpus Christi, TX 78405

Crain, Caton & James
17th Fl., 1401 McKinney St.
Houston, TX 77010-4035

Stang Automation, Inc.
100 Pointe Marcelle Beaumont
Alberta T4X 0G2 Canada

Ber Mar Rewind, Ltd.
9609 109 Street
Grand Prairie AB T8V 4E3 Canada

Kirby-Smith Machinery, Inc.
P.O. Box 270360
Oklahoma City, OK 73137

Williams Scotsman, Inc.
P.O. Box 91975
Chicago, IL 60693-1975

Tucker Albin & Assoc., Inc.
1702 N. Collins Blvd., Suite 100
Richardson, TX 75080

Harvey Fuels, Inc.
P.O. Box 8026
Ruidoso, NM 88355

Forrest Tire, Inc.
P.O. Box 1778
Carlsbad, NM 88221-1778

A.G. Investments, Ltd.
740 Walt Whitman Rd.
Melville, NY 11747-9090

Pactec, Inc.
P.O. Box 8069
Clinton, LA 70722

ASK Environmental Equipment
20504 Enfield Ave. N
Forest Lake, MN 55025

Harvey Rodriguez
215 E. Elm St.
Loving, NM 88256

United Healthcare
Dept. CH 1051
Palatine, IL 60055-0151

DNOW, LP
P.O. Box 40985
Houston, TX 77240-0985

JB Electric, LLC
P.O. Box 171
Carlsbad, NM 88221

Big Dog - Rig Movers
7500 W. Hwy. 80
Midland, TX 79706

Robert L. Barrows
Warren, Drugan & Barrows, PC
800 Broadway
San Antonio, TX 78215

Diane W. Sanders
Linebarger Goggan Blair & Sampson
PO Box 17428
Austin, TX 78760

Ronald A. Simank
Schauer & Simank, PC
615 N. Upper Broadway, Suite 700
Corpus Christi, TX 78401

Consignment Agreement

THIS AGREEMENT made and entered into on this January 3, 2017 by and between H Lancaster Co. (herein after referred to as "Consignee") and the seller or consigner of items of property (herein after referred to as "Consignor"):

Consignor: Advanced Solids Control, LLC
Address: 5655 Bear Lane
Corpus Christi, TX 78405

Telephone: 361-299-6333
Contact: Gary Sweetman

1. General Conditions. The Consignor agrees to store the goods at its own property to be sold by the Consignee. Consignee will remit 70% of the sales proceeds to the Consignor from all items sold during the consignment term. Acceptance of merchandise for sale is at the discretion of Consignee. Consignor understands that while Consignee agrees to use its best efforts to obtain a sale of the consigned items, there is no guarantee a sale will occur.
2. Merchandise Pricing. The selling price of consigned items will be established by Consignee. In determining the selling price of items, Consignee will consider such factors as brand, age, condition, and market demand.
3. Item List. The items to be sold by the Consignee are listed in the attached Item List titled Exhibit A. The Consignor has the right to remove items from Exhibit A at its own discretion but must notify the Consignee immediately.
4. Consignment Term. The consignment term for all items is 90 days. It starts on the day an item is logged into the computer system and an Item List is generated. This contract expires at the end of the 90 day term of consignment.
5. Payment to Consignor. Payment checks for items sold will be issued to Consignor within thirty (30) days of sale of item and will be mailed to the following address:

Advanced Solids Control
5655 Bear Lane
Corpus Christi, Texas 78405
6. Items Lost, Stolen, or Damaged. All reasonable care will be taken of items consigned, however they are left at Consignor's risk.

Advanced Solids Control, LLC

H. Lancaster Co.

Printed Name: W. Lynn Frazier

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

EXHIBIT A

ITEM LIST

Quantity	Description
6	BDRM 1 King
12	BDRM 1 NS drawer/shelf 20 x 20 x 26
6	BDRM 1 Dresser 4 drawer
6	BDRM 2 Queen
6	BDRM 2 NS drawer/shelf 20 x 20 x 26
6	BDRM 3 King
12	BDRM 3 NS drawer/shelf 20 x 20 x 26
6	BDRM 4 Queen
12	BDRM 4 NS drawer/shelf 20 x 20 x 26
6	KITCHEN Dining Table 60 x 42 x 30
36	KITCHEN CHAIR
18	KITCHEN BARSTOOL (bar height)
6	LIVING RM Media Cabinet 65 x 22 x 32
6	LIVING RM Cocktail Table 42 x 42 x 18
6	LIVING RM End Table 20 x 20 x 26
6	LIVING RM Console 60 x 16 x 38
6	ENTRY Console 60 x 16 x 32
6	ENTRY Mirror 30 x 40