

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re: Case No. 16-42924 (KAC)

Dale Properties, LLC, Chapter 11

Debtor.

**DEBTOR'S NOTICE OF MOTION AND  
MOTION FOR ORDER APPROVING  
STIPULATION FOR USE OF CASH  
COLLATERAL**

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TO: All parties in interest as identified in Local Rule 9013.3(a)(2).

1. Dale Properties, LLC (“**DP**” or “**Debtor**”) by and through its undersigned counsel, hereby moves this Court for the relief requested below and gives notice of hearing herewith.

2. The Court will hold a hearing on this motion at 10:30 a.m. on January 4, 2017, or as soon thereafter as the parties may be heard, before the Honorable Katherine A. Constantine, United States Bankruptcy Judge, United States Federal Courthouse, Courtroom 2C, 316 North Robert Street, St. Paul, MN 55101.

3. Any response to the motion must be filed and served by mail or delivery not later than December 30, 2016, which is five (5) days before the time set for the hearing (including Saturdays, Sundays, and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This Court has jurisdiction over this motion under 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This proceeding is a core proceeding. The voluntary petition commencing this Chapter 11 case was filed on October 6, 2016 (the “**Petition Date**”). This case is now pending before the Court.

5. This motion arises under 11 U.S.C. § 363(c) and Bankruptcy Rule 4001(d). This motion is filed under Bankruptcy Rules 9013 and 2002 and Local Rules 9013 and 6004-1. Notice

of the hearing on this motion is provided pursuant to Local Rules 9013-2(a) and 9013-3.

6. The Debtor is authorized to operate its business and manage its property as debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No official committee has been appointed.

7. The Debtor seeks approval of a stipulation governing its use of cash collateral with Tradition Capital Bank (“**Tradition**”).

8. The Debtor is the owner of certain real property in Anoka County, Minnesota (the “**Lino Lakes Property**”).

9. On September 30, 2016, the Debtor entered into a loan agreement with Tradition seeking to refinance the Lino Lakes Property. As part of that agreement, the Debtor executed and delivered a Promissory Note in the principal amount of up to \$200,000.00 (the “**Note**”).

10. In addition, the Debtor delivered a mortgage on the Lino Lakes Property (the “**Mortgage**”). The Mortgage was recorded with the Anoka County Recorder on October 13, 2016, which was after the Petition Date, but within the 30 day grace period permitted by Bankruptcy Code Sections 362(b)(3) and 547(e)(2)(A).

11. The Lino Lakes Property includes farmland that the Debtor leases for agricultural use. The Property also includes a barn that the Debtor rents out to multiple tenants. Annual rents generated from the Property currently total approximately \$16,000.

12. The Mortgage grants Tradition a lien on all rents generated by the Lino Lakes Property (the “**Rents**”), including those rents identified in the preceding paragraph.

13. As of the Petition Date, the Debtor also maintained a bank account at the Bank which had a positive cash balance of \$42,036.52 (the “**Cash**”).

14. The Rents and the Cash constitute collateral of the Bank which secures the Note.

The Rents and the Cash are "cash collateral" within the meaning of 11 U.S.C. § 363(a).

15. As of the Petition Date, the following amounts were owed to Tradition under the Note:

Principal	\$53,517.00
Interest	<u>\$11.66</u>
Total	\$53,528.66

16. The value of the Property and the Cash exceeds the amount of Tradition's claim by a significant amount. Tradition's claim is a fully secured claim.

17. The value of the Debtor's assets exceeds the amount of the Debtor's liabilities. The Debtor intends to file a plan of reorganization which provides for the payment in full of all creditors.

18. The Debtor has asked Tradition to consent to the Debtor's use of the Rents and the Cash in the ordinary course of the Debtor's business. In exchange for Tradition's consent to the use of the Rents and the Cash, the Debtor has offered to make monthly payments of interest to Tradition in accordance with the terms of Note.

#### **RELIEF REQUESTED**

19. The Debtor and Tradition have agreed to the stipulation attached as **Exhibit A** to this motion.

20. By this motion, the Debtor seeks an order, substantially in the form accompanying the motion, (a) authorizing the Debtor to use cash collateral for the items in the approximate in accordance with the budget attached as **Exhibit B** to this motion through April 17, 2017, and (b) authorizing the Debtor to make interest-only payments to Tradition.

21. This motion is accompanied by the separate verified statements required by Local Rule 4001-2(a), valued on a book value basis without reference to and not being reflective of market value.

22. Pursuant to Local Rule 9013-2, this motion is verified and accompanied by a memorandum of law, proposed order, and proof of service.

WHEREFORE, the Debtor moves this Court or an order:

- a. Approving the stipulation for use of cash collateral between the Debtor and Tradition Capital Bank;
- b. Authorizing the Debtor to grant the adequate protection described in the stipulation; and
- c. Granting such other and further relief as the Court may deem just and equitable.

LAPP, LIBRA, THOMSON,  
STOEBNER & PUSCH, CHARTERED

Dated: December 12, 2016

/e/ Ralph V. Mitchell  
Ralph V. Mitchell (#184639)  
Richard J. Reding (#389945)  
120 South Sixth Street, Suite 2500  
Minneapolis, MN 55402  
(612) 338-5815

ATTORNEYS FOR DEBTOR  
DALE PROPERTIES, LLC

#### VERIFICATION

I, Alan Dale, Chief Manager of the Debtor, verify that the facts contained in the foregoing statement are true and correct to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Alan Dale

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re: Case No. 16-42924 (KAC)

Dale Properties, LLC, Chapter 11

Debtor.

**DEBTOR'S MEMORANDUM OF LAW  
IN SUPPORT OF MOTION FOR ORDER  
APPROVING STIPULATION FOR USE  
OF CASH COLLATERAL**

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**INTRODUCTION**

Debtor Dale Properties, LLC ("**Dale Properties**" or "**Debtor**"), as debtor-in-possession, moves the Court for entry of an order authorizing the Debtor to use cash collateral through April 17, 2017. The supporting facts are set forth in the verified motion. All capitalized terms have the meaning ascribed to them in the motion.

**DISCUSSION**

The Bankruptcy Code provides that a debtor-in-possession may use cash collateral only with the secured creditor's consent or if the court, after notice and hearing, authorizes such use. 11 U.S.C. § 362(c). Section 363(e) of the Bankruptcy Code provides that the Court must provide the secured creditor with adequate protection of its interest upon the creditor's request. The Eighth Circuit has explained that:

In any given case, the Bankruptcy Court must necessarily (1) establish the value of the secured creditor's interest, (2) identify the risk to the secured creditor's value resulting from the Debtor's request for use of cash collateral, and (3) determine whether the Debtor's adequate protection proposal protects values as nearly as possible against risk to that value consistent with the concept of indubitable equivalence.

*In re Martin*, 761 F.2d 472, 476–77 (8th Cir. 1985).

Pursuant to *Martin*, the first step is to establish the value of the secured creditor's interest. For the purposes of this motion, the value of the creditor's interest is determined by what the creditor could recover if the collateral were disposed of in the most commercially reasonable manner practicable. *In re Boring*, 91 B.R. 791, 795 (Bankr. S.D. Ohio 1988); *United States v. Smithfield Estates, Inc.*, 48 B.R. 910, 912 (Bankr. D.R.I. 1985).

The Debtor is obligated to Tradition Capital Bank in the amount of \$53,528.66 as stipulated between Tradition and the Debtor. This obligation is secured by the Mortgage on the Lino Lake Property. The Mortgage encumbers both the Lino Lakes Property itself, but permits Tradition an assignment of rents generated by the property. In addition, Tradition has a lien on the Debtor's cash on deposit at Tradition, in the amount of \$42,036.52.

The second *Martin* requirement requires a court to identify the risk to the secured creditor's value resulting from the debtor's request for use of cash collateral. Here, such risk is minimal. The value of the Lino Lakes Property is worth substantially more than the indebtedness to Tradition. Tradition's claim is oversecured.

The third *Martin* requirement calls for a court to examine the debtor's adequate protection proposal to determine that the proposal protects the value of the Bank's interest, if any, in the cash collateral relative to the risk to such value. *Martini*, 761 F.2d at 477. The Debtor, through its stipulation with Tradition, offers to adequately protect Tradition's interest by providing Tradition with a replacement lien of equal dignity and effect to its prior lien, as well as make interest-only payments to Tradition during the time it is permitted to use cash collateral.

### CONCLUSION

The Debtor's request for approval for use of cash collateral meets the factors under *Martin* and has been consented to by Tradition. For these reasons, the Debtor respectfully requests that the Court enter an order granting the relief requested in the motion.

LAPP, LIBRA, THOMSON,  
STOEBNER & PUSCH, CHARTERED

Dated: December 12, 2016

/e/ Ralph V. Mitchell  
Ralph V. Mitchell (#184639)  
Richard J. Reding (#389945)  
120 South Sixth Street, Suite 2500  
Minneapolis, MN 55402  
(612) 338-5815

ATTORNEYS FOR DEBTOR  
DALE PROPERTIES, LLC

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re: Case No. 16-42924 (KAC)

Dale Properties, LLC, Chapter 11

Debtor.

**VERIFIED STATEMENT IN SUPPORT  
OF MOTION FOR APPROVAL OF  
STIPULATION FOR USE OF CASH  
COLLATERAL**

**(Local Rule 4001-2(a))**

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**Debtor's Calculation of Amount of Debtor Secured by Collateral Estimated as of the  
Petition Date**

Tradition Capital Bank	\$53,528.66
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**Debtor's Description of the Collateral and Estimate of the Value on the Petition Date and  
the Date for Which use of Cash Collateral is Sought**

Cash	\$42,036.52
Lino Lakes Property	\$2,300,000.00
Rents on Lino Lakes Property (Per Annum)	\$16,000
<b>Total:</b>	<b>\$2,358,036.52</b>

**Debtor's Description of the Collateral and Estimate of the Value at the End of Period for  
Which Use of Cash Collateral is Sought – April 17, 2017**

Cash	\$42,036.52
Lino Lakes Property	\$2,300,000.00
Rents on Lino Lakes Property (Per Annum)	\$16,000
<b>Total:</b>	<b>\$2,358,036.52</b>

Debtor's cash flow projections are attached.



LAPP, LIBRA, THOMSON,  
STOEBNER & PUSCH, CHARTERED


Dated: December 12, 2016

/e/ Ralph V. Mitchell  
Ralph V. Mitchell (#184639)  
Richard J. Reding (#389945)  
120 South Sixth Street, Suite 2500  
Minneapolis, MN 55402  
(612) 338-5815

ATTORNEYS FOR DEBTOR  
DALE PROPERTIES, LLC

**VERIFICATION**

I, Alan Dale, Chief Manager of the Debtor, verify that the facts contained in the foregoing statement are true and correct to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Alan Dale

# **EXHIBIT**

## **A**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re:	Chapter 11
Dale Properties, LLC,	Case No. 16-42924
Debtor.	

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**CASH-COLLATERAL STIPULATION**

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This Cash-Collateral Stipulation (this “**Stipulation**”) is entered into by and between Dale Properties, LLC, (the “**Debtor**”) and Tradition Capital Bank (the “**Bank**”) on October 26, 2016.

**RECITALS**

1. To evidence a loan from the Bank to the Debtor which was made on or about September 30, 2016, the Debtor executed and delivered to the Bank that certain Promissory Note dated September 30, 2016, in the principal amount of up to \$200,000 (the “**Note**”).
2. To secure all of the Debtor’s obligations to the Bank, including those under the Note, the Debtor, on or about September 30, 2016, executed and delivered to the Bank that certain Mortgage dated September 30, 2016 (the “**Mortgage**”).
3. The Mortgage encumbers all of the property described therein (the “**Property**”), of which the real property is legally described as follows:

Parcel A:

The Northwest Quarter of the Southeast Quarter of Section 13, Township 31, Range 22, except that part taken by the State of Minnesota for highway, Anoka County, Minnesota.

Parcel B:

The Northeast Quarter of the Southeast Quarter of Section 13, Township 31, Range 22, Except the South 690 feet of the East 921.80 feet and except road, Anoka County, Minnesota.

Parcel C:

That part of the North 20 acres of the South Half of the Southeast Quarter of Section 13, Township 31, Range 22, lying Westerly of the East 921.80 feet thereof, except road, Anoka County, Minnesota.

Abstract Property.

4. The Property is commonly known as 7393 24th Avenue, Lino Lakes, MN 55038.
5. The Property includes farmland which the Debtor leases for agricultural use. The Property also includes a barn which the Debtor leases to multiple tenants. Annual rents generated from the Property currently total approximately \$16,000.
6. The Mortgage grants the Bank a lien on all rents generated by the Property (the “**Rents**”), including the rents identified in the preceding paragraph.
7. As of the Petition Date (as that term is defined below), the Borrower also maintained a bank account at the Bank which had a positive cash balance of \$42,036.52 (the “**Cash**”).

8. The Rents and the Cash constitute collateral of the Bank which secures the Note. The Rents and the Cash are “cash collateral” within the meaning of 11 U.S.C. § 363(a).

9. The Debtor filed the above-captioned bankruptcy proceeding on October 6, 2016 (the “**Petition Date**”).

10. The Mortgage was recorded with the Anoka County Recorder on October 13, 2016, which was after the Petition Date, but within the 30-day grace period permitted by Bankruptcy Code Sections 362(b)(3) and 547(e)(2)(A).

11. As of the Petition Date, the following amounts were owed to the Bank under the Note:

Principal	\$53,517.00
<u>Interest</u>	<u>\$11.66</u>
Total	\$53,528.66

12. The value of the Property and the Cash exceeds the amount of the Bank’s claim by a significant amount. The Bank’s claim is a fully secured claim.

13. The value of the Debtor’s assets exceeds the amount of the Debtor’s liabilities. The Debtor intends to file a plan of reorganization which provides for the payment in full of all creditors.

14. The Debtor has asked the Bank to consent to the Debtor’s use of the Rents and the Cash in the ordinary course of the Debtor’s business. In exchange for the Bank’s consent to the use of the Rents and the Cash, the Debtor has offered to make monthly payments of interest to the Bank in accordance with the terms of Note.

15. Subject to the approval of the Bankruptcy Court, the Bank and the Debtor have agreed to the Debtor's use of the Rents and the Cash as set forth below.

NOW THEREFORE, the parties stipulate and agree as follows:

### **AGREEMENT**

16. **Recitals.** The above recitals are adopted as true and accurate statements of fact which are incorporated herein by reference.

17. **Use of Cash Collateral.** So long as no Termination Event (as defined below) occurs, the Bank consents to the Debtor's use of the Rents and the Cash from the Petition Date through April 6, 2017 (the "**Cash-Collateral Period**") to pay the Debtor's post-petition expenses.

18. **Monthly Interest Payments.** During the Cash-Collateral Period, the Debtor shall timely make all monthly payments of interest (at the non-default rate) to the Bank in accordance with the terms of the Note.

19. **Insurance.** The Debtor shall maintain and keep in full force and effect all insurance required by the terms of the Mortgage.

20. **Amount of Claim.** As of the Petition Date, the Debtor agrees that the Bank is owed the amount set forth in the above Recitals, without defense, set-off or counterclaim.

21. **Fully-Secured Claim.** The Debtor stipulates and agrees that the Bank's claim is and shall be treated as a validly perfected, unavoidable, first-priority and fully-secured claim.

22. **Replacement Liens.** To the extent of the Debtor's use of cash collateral, the Debtor hereby grants to the Bank a replacement lien in all of the Debtor's assets (whether

now owned or hereafter acquired), which liens shall have the same dignity, priority and effect as the Bank's current liens and security interests. These replacement liens are deemed to be granted, effective and perfected, without any further act by any party.

23. **Termination.** The Debtor's authority to use the Rents and the Cash will immediately terminate, and the Debtor shall immediately cease using the Rents, the Cash and their proceeds, if any of the following occur (each a "**Termination Event**"):

- a. The Debtor defaults in performance of any obligation under this Stipulation;
- b. The Debtor's bankruptcy case is dismissed or converted; or
- c. A Chapter 11 trustee is appointed.

24. **Bankruptcy Court Order.** This Stipulation shall become effective only upon the entry of an order by the Bankruptcy Court approving this Stipulation. The Debtor agrees to promptly seek an order from the Bankruptcy Court approving the terms of this Stipulation.

25. **No Waiver.** Nothing contained in this Stipulation shall be construed as a waiver, concession or impairment (by implication or otherwise) of any of the Bank's rights or remedies, including the right to seek the recovery of default interest, late fees, attorney's fees or costs.

26. **Drafting.** All parties hereto have contributed to the drafting of this Stipulation and any ambiguities contained herein shall not be construed against any particular party.

27. **Counterparts.** This Stipulation may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same Stipulation.

28. **Electronic Signatures.** Pursuant to Local Rule 9011-4(f), the non-filing parties have given their permission for this document to be filed with their electronic signatures.

Dated: December 9, 2016

WINTHROP & WEINSTINE, P.A.

By: /e/ Christopher A. Camardello

Daniel C. Beck, #192053

Christopher A. Camardello, #284978

225 South Sixth Street, Suite 3500

Minneapolis, MN 55402-4629

Tel: (612) 604-6400

Fax: (612) 604-6800

[dbeck@winthrop.com](mailto:dbeck@winthrop.com)

[ccamardello@winthrop.com](mailto:ccamardello@winthrop.com)

Attorneys for Tradition Capital Bank

Dated: December 9, 2016

LAPP, LIBRA, THOMSON,  
STOEBCNER & PUSCH, CHARTERED

By: /e/ Ralph V. Mitchell

Ralph V. Mitchell, #184639

120 South Sixth Street, Suite 2500

Minneapolis, MN 55402

Tel: (612) 338-5815

Fax: (612) 338-6651

[rmitchell@lapplibra.com](mailto:rmitchell@lapplibra.com)

Attorneys for Debtor

12614599v2



# **EXHIBIT**

## **B**

December through April 2016 - 2017

	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17	Total
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
Gordon Rehbein Farms	0.00	0.00	0.00	0.00	5,000.00	5,000.00
Birch Inc.	0.00	300.00	300.00	300.00	300.00	1,200.00
MN Painting Remodel	250.00	250.00	250.00	250.00	250.00	6,200.00
<b>Total Income</b>	<b>250.00</b>	<b>550.00</b>	<b>550.00</b>	<b>550.00</b>	<b>5,550.00</b>	<b>12,400.00</b>
<b>Gross Profit</b>	<b>250.00</b>	<b>550.00</b>	<b>550.00</b>	<b>550.00</b>	<b>5,550.00</b>	<b>12,400.00</b>
<b>Expense</b>						
Insurance Expense	165.14	165.14	165.14	165.14	165.14	825.70
Professional Fees						
Accounting	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Professional Fees</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Real Estate Taxes	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expense</b>	<b>165.14</b>	<b>165.14</b>	<b>165.14</b>	<b>165.14</b>	<b>165.14</b>	<b>825.70</b>
<b>Net Ordinary Income</b>	<b>84.86</b>	<b>384.86</b>	<b>384.86</b>	<b>384.86</b>	<b>5,384.86</b>	<b>6,624.30</b>
<b>Net Income</b>	<b>84.86</b>	<b>384.86</b>	<b>384.86</b>	<b>384.86</b>	<b>5,384.86</b>	<b>6,624.30</b>

**Monthly cash flow:**

Dec 16	84.86
Jan 17	384.86
Feb 17	384.86
Mar 17	384.86
Apr 17	5,384.86
<b>Total</b>	<b>6,624.30</b>

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:	Case No. 16-42924 (KAC)
Dale Properties, LLC,	Chapter 11
Debtor.	<b>ORDER</b>

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This matter came before the Court on the motion of Debtor Dale Properties, LLC for approval of a stipulation with Tradition Capital Bank allowing use of the bank's cash collateral. Based upon the motion, exhibits, and the file

IT IS ORDERED:

1. The stipulation between the Debtor and Tradition Capital Bank is APPROVED.
2. The Debtor is authorized to use the cash collateral of Tradition Capital Bank through April 6, 2017.
3. The Debtor is authorized to pay Tradition Capital Bank monthly payments of interest at the non-default rate.
4. The Debtor is authorized to grant Tradition Capital Bank a replacement lien in all of the Debtor's assets (whether now owned or hereafter acquired), which liens shall have the same dignity, priority, and effect as the Bank's current liens and security interests. These replacement liens are deemed to be granted, effective and perfected, without any further act by any party.
5. The Debtor shall keep in full force and effect all insurance required by the terms of the Mortgage between the Debtor and Tradition Capital Bank.

Dated:

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Katherine A. Constantine  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:

**Case No. 16-42924 (KAC)**  
**Chapter 11**

Dale Properties, LLC,  
  
Debtors.

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**UNSWORN CERTIFICATE OF SERVICE**

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I, Jamesetta K. Collins, under penalty of perjury, states that on December 12, 2016 I mailed copies of the attached documents:

1. Debtor's Notice of Motion and Motion for Order Approving Stipulation for Use of Cash Collateral;
2. Debtor's Memorandum of Law In Support Motion for Order Approving Stipulation for Use of Cash Collateral;
3. Verified Statement In Support of Motion for Approval of Stipulation for Use of Cash Collateral; and
4. [Proposed] Order.

by first class mail postage prepaid to each creditors named below at the address stated below for each creditors:

*See Attached Service List*

by mailing a copy thereof, enclosed in an envelope, postage prepaid, and by depositing the same in the mail box at 120 South 6<sup>th</sup> Street, Minneapolis, Minnesota, directed to said attorney or unrepresented party at the above address, the last known address of said attorney or unrepresented party.

Dated: December 12, 2016

/e/ Jamesetta K. Collins  
Jamesetta K. Collins, Legal Assistant  
Lapp, Libra, Thomson, Stoeber &  
Pusch, Chartered  
120 South Sixth Street, Suite 2500  
Minneapolis, MN 55402  
(612)-338-5815

Label Matrix for local noticing

0864-4

Case 16-42924

District of Minnesota

Minneapolis

Mon Dec 12 16:04:03 CST 2016

Tradition Capital Bank

c/o Winthrop &amp; Weinstine, P.A. (CAC)

225 South Sixth St, Suite 3500

Minneapolis, MN 55402-4629

Dale Properties, LLC

6007 Culligan Way

Minnetonka, MN 55345-5918

Minneapolis

301 U.S. Courthouse

300 South Fourth Street

Minneapolis, MN 55415-1320

Messerli &amp; Kramer P.A.

100 South Fifth Street

Suite 1400

Minneapolis, MN 55402-1217

Anoka County Property Records

2100 Third Avenue

Anoka MN 55303-2235

Birch Lawn Maintenance

3100 Spruce St.

Little Canada MN 55117-1044

DP-Wooddale, LLC

6007 Culligan Way

Minnetonka MN 55345-5918

Debra D. Mudge Revocable Trust

2556 Sawgrass Marsh Court

Port Charlotte FL 33953-7602

Elmer Hernandez

14227 Forest Blvd.

Hugo MN 55038-4426

Gordon Rehbein Farm

PO Box 368

Hugo MN 55038-0368

Hennepin County Treasurer

A600 Government Center

300 S 6th St

Minneapolis MN 55487-0999

(p) INTERNAL REVENUE SERVICE

CENTRALIZED INSOLVENCY OPERATIONS

PO BOX 7346

PHILADELPHIA PA 19101-7346

Messerli &amp; Kramer

100 South 5th St.

Minneapolis MN 55402-1217

Nationwide Insurance

PO Box 10479

Des Moines IA 50306-0479

Redpath &amp; Company

4810 White Bear Parkway

White Bear Lake MN 55110-3345

Sarah Dale

19350 Walden Trail

Wayzata MN 55391-3548

Stonehenge USA

6007 Culligan Way

Minnetonka MN 55345-5918

Tradition Capital Bank

7601 France Ave. S.

Suite 140

Edina MN 55435-5997

US Trustee

1015 US Courthouse

300 S 4th St

Minneapolis, MN 55415-3070

Ralph Mitchell

Lapp Libra Thomson Stoebner &amp; Pusch

120 S 6th St

Suite 2500

Minneapolis, MN 55402-5155

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Internal Revenue Service

Insolvency,

1240 E 9th St, Room 493

Cleveland, OH 44199

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Stonehenge Development, LLC d/b/a Stonehen

(u) Christopher Dale

(u) Debra Dale Mudge

(u) Kris Dale Muller

(u) Nathan Dale Muller

(u) Sarah Dale

End of Label Matrix	
Mailable recipients	20
Bypassed recipients	6
Total	26