

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
(Charlotte Division)

In re:	)	Chapter 11
	)	
<b>FUSION CUSTOM TRAILERS &amp; MOTORCOACHES, INC.,</b>	)	Case No. 18-30445
	)	
Debtor.	)	

**MOTION OF THE DEBTOR FOR AUTHORITY TO SELL PROPERTY FREE AND  
CLEAR OF ANY LIENS, CLAIMS, INTERESTS, OR ENCUMBRANCES BY PUBLIC  
AUCTION PURSUANT TO 11 U.S.C. §§ 105(a), 363(b), 363(f), and 363(m)**

Fusion Custom Trailers & Motorcoaches, Inc., the above-captioned debtor and debtor in possession (the “Debtor”), by this motion (the “Motion”), hereby moves the Court for the entry of an order authorizing the Debtor to sell certain of its operating assets by public auction, free and clear of all liens, claims, interests, and encumbrances, with all such liens, claims, interests, and encumbrances to attach to the sale proceeds. In support of this Motion, the Debtor respectfully represents as follows:

**JURISDICTION**

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this case and this Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The statutory predicates for the relief requested herein are sections 105(a), 363(b), 363(f), and 363(m) of Title 11 of the United States Code (the “Bankruptcy Code”), and Bankruptcy Rule 6004.

**RELIEF REQUESTED**

2. The Debtor seeks Court approval to sell the Property (defined below) by public auction, free and clear of all liens, claims, interests, and encumbrances pursuant to the above-

referenced sections of the Bankruptcy Code, with all such liens, claims, interests and encumbrances, if any, attaching to the sale proceeds.

### **BACKGROUND**

3. The Debtor is a closely held corporation organized and existing under the laws of Nebraska. The Debtor manufactures and services custom-built trailers, motor coaches, and truck conversions from its place of business in Salisbury, North Carolina.

4. On March 20, 2018 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code. The Debtor continues in possession of its properties and the management of its business as a debtor in possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

5. The Debtor has determined that its successful reorganization will require scaling back its business to focus on the more profitable aspects of its operations. Accordingly, the Debtor will no longer need certain of its personal property, and intends to liquidate those unnecessary assets for the benefit of its creditors.

6. To accomplish this limited liquidation, the Debtor proposes to engage Iron Horse Auction Company, Inc. (“Iron Horse”) to conduct an in-place auction of the Property. To this end, Iron Horse has submitted the proposed Auction Marketing Agreement (the “Auction Agreement”) to the Debtor. The Debtor attaches a copy of the Auction Agreement hereto as Exhibit 1. A listing of the specific items to be sold (the “Property”) is attached to the Auction Agreement as Exhibit A.

7. The terms of the Auction Agreement generally provide that Iron Horse will conduct a public, on-line auction of the Property, divided into lots, beginning on December 3,

2018. Subject to extensions to account for staggered bidding, the auction is expected to conclude on or about December 10, 2018.

8. Potential buyers may appear in person at the Debtor's business location to inspect the Property.

9. Iron Horse has no relationship to the Debtor beyond that contemplated in the Auction Agreement. By separate motion, the Debtor shall move to appoint Iron Horse as auctioneer for the estate pursuant to 11 U.S.C. § 327.

10. This Motion and the Auction Agreement contemplate that all liens of secured creditors secured by the Property shall attach to the proceeds of the sale.

#### **BASIS FOR THE RELIEF REQUESTED**

11. Section 105(a) of the Bankruptcy Code provides that "the court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code. This general provision allows the Court to issue any order in the best interests of the Debtor, its estate, creditors, and other parties in interest.

12. Section 363(b) of the Bankruptcy Code provides that a debtor "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." A debtor must demonstrate a sound business justification for a sale or use of assets outside the ordinary course of business. *See, e.g., Fulton State Bank v. Schipper (In re Schipper)*, 933 F.2d 513, 515 (7th Cir. 1991); *In re Continental Air Lines*, 780 F.2d 1223, 1226 (5th Cir. 1986); *Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986); *In re Lionel Corp.*, 722 F.2d 1063, 1068-69 (2d Cir. 1983); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169 (D. Del. 1991).

13. Courts look to various factors to determine whether a sound business justification exists, including: (a) whether a sound business reason exists for the proposed transaction; (b) whether fair and reasonable consideration is provided; (c) whether the transaction has been proposed and negotiated in good faith; and (d) whether adequate and reasonable notice is provided. *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983) (setting forth the “sound business purpose” test); *In re Abbots Dairies of Pa., Inc.*, 788 F.2d 143, 145-47 (implicitly adopting the articulated business justification test of *In re Lionel Corp.* standard and adding the “good faith” requirement); *In re Charlotte Commercial Group, Inc.*, No. 01-52684, 2002 WL 31055241, \*3 (Bankr. M.D.N.C. Aug. 12, 2002) (unreported decision by Judge Aron adopting *Lionel* in the Middle District of North Carolina).

14. Section 363(f) of the Bankruptcy Code specifically authorizes a sale of estate property free and clear of third-party interests, if: (a) applicable nonbankruptcy law permits a sale of the property free and clear of such interest; (b) the interest holder consents; (c) such interest is a lien and the price at which such property is to be sold exceeds the aggregate value of all liens on the property; (d) such interest is in bona fide dispute; *or* (e) such entity could be compelled, in a legal or equitable proceeding, to accept a monetary satisfaction of such interest. 11 U.S.C. § 363(f)(1)-(5) (emphasis added).

15. Sound business reasons exist for the in-place auction proposed by the Debtor in this case. Such a sale will provide the Debtor with needed cash to satisfy claims, will alleviate future payment obligations of the Debtor and its estate, and will allow the Debtor to focus its business activities on the profitable aspects of its operations. The format and timing of the

proposed auction will also allow the Debtor to obtain the highest and best price available for the Property.

16. With respect to the factors enumerated in the alternative in section 363(f) of the Bankruptcy Code, the net proceeds of the proposed sale are anticipated to exceed the value of all liens therein, and any such lienholders could be compelled under state law to accept monetary satisfactions of their interests. Further, the Debtor is informed and believes that all such lienholders consent to the sale proposed herein.

17. This Motion has been served case-wide on all parties appearing on the official mailing matrix, and on all parties requesting notice pursuant to Bankruptcy Rule 2002.

18. Given the foregoing, the Debtor submits that the proposed sale is in the best interests of the Debtor, its estate, creditors, and all other parties in interest.

WHEREFORE, the Debtor respectfully requests that the Court enter an order granting the relief requested herein, and such other and further relief as is just and proper.

Dated: Charlotte, North Carolina  
October 12, 2018

**MOON WRIGHT & HOUSTON, PLLC**

/s/ Richard S. Wright  
Richard S. Wright (Bar No. 24622)  
Caleb Brown (Bar No. 31141)  
121 W. Trade Street, Suite 1950  
Charlotte, North Carolina 28202  
Telephone: (704) 944-6560  
*Counsel for the Debtor*

# **Exhibit 1**

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

**AUCTION MARKETING AGREEMENT**

THIS AGREEMENT is made effective this 7<sup>th</sup> day of August 2018, by and between FUSION CUSTOM TRAILERS & MOTORCOACHES INC. ("Fusion") as Debtors In Possession of Case # 18-30445 in the United States Bankruptcy Court, Western District of North Carolina; and IRON HORSE AUCTION CO., INC., Professional Auctioneers and Real Estate Brokers of Rockingham, North Carolina, hereinafter called ("Auctioneers"). All of the above-identified parties may be collectively referred to herein as the "Parties".

W I T N E S S E T H

That for and in consideration of FIFTEEN PERCENT (15%) Commission on personal property items that bring \$0.00 to \$5,000.00, TEN PERCENT (10%) Commission on items that bring \$5,000.01 to \$15,000.00, FIVE PERCENT (5%) on items that bring \$15,000.01 or higher and the Buyer's Premiums described below, the Parties hereby covenant and agree as follows:

1. That the Auctioneers shall supply a sufficient amount of personnel deemed necessary to properly perform an online auction. Personnel will be provided for asset categorization, catalog creation, item photography, cashiers, inspection periods and item removal periods for the following personal property:

PERSONAL PROPERTY: Including but not limited to items that have been deemed surplus to the continuing operation of Fusion as more accurately described in ("Exhibit A") of this agreement.

2. That the auction is to be held online using an Internet Service Provider chosen by the Auctioneers beginning on the 3<sup>rd</sup> day of December 2018 at 8:00 am and ending on the 10<sup>th</sup> day of December 2018 with the personal property to begin closing at 12:00pm, with extended bidding and a staggered ending. Extended bidding means that if there is a bid placed in the last 10 minutes of the auction, the auction will be extended for another 10 minutes. This will continue until there is a 10-minute period without a bid being placed in the auction. Staggered ending means we will stagger the end times so that ten lots will begin closing every three minutes at the auction ending. The Auctioneers reserve the right to reduce the end time as necessary to administer the auction in the best interest to the Parties and to obtain the maximum value of the auction items.
3. That all advertising, promotion and advertising layout will be conducted by AUCTION PROMOTIONS UNLIMITED, the in-house advertising agency of IRON HORSE AUCTION CO., INC. The advertising budget should not exceed \$5,500.00, which is an expense of Fusion and can be paid from the auction proceeds. A certified accounting of all ads placed shall be provided to the Seller at the closing.

4. That Fusion is to maintain the property in its present location at 1415 Jake Alexander Blvd., Salisbury, NC 28147 and preserve it in saleable condition through the period of sale. Fusion is to allow the Auctioneers reasonable access to the property for purposes of inspection and to coordinate and conduct the auction and removal of the property upon sale.
5. That the Auctioneers shall be responsible only for the payment of the services of other Auctioneers, bid assistants, clerks, cashiers, and other persons hired by the Auctioneers to perform said auction.
6. That the Auctioneers hereby agree to use their professional skill, knowledge, and experience to the best advantage of all Parties in preparing for and in the execution of the auction. That the Auctioneers' fee for conducting said auction has been earned upon compliance with the bid on the subject property that has been sold to the last and highest bidder.
7. That no item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between the Parties.
8. That it is agreed the property shall be sold to the highest bidder either individually, in any combination, or as a whole, at the discretion of the Auctioneers. That all bids will be final and no raise of bid period will be allowed after the conclusion of the online auction.
9. That the property is sold "AS IS, WHERE IS" with all faults and without warranty of any kind. Fusion agrees to hold harmless the Auctioneers against any claims of any nature. The Auctioneers shall be the Agent of Fusion only and at no time during the transaction shall represent anyone other than Fusion.
10. That in the event Fusion has any property purchased individually or by a third party on their own respective behalf; the full Buyer's Premium and Commission shall be due and payable as with any other sale.
11. That Fusion shall be responsible for its cost of the sale, which is: commission, advertising and any utilities as needed for their facility (electricity, water/sewer).
12. That to the extent allowable under applicable law, the Auctioneers' commission and right to reimbursement for costs advanced are a lien on the property herein involved and may be enforced as though it were a statutory lien.
13. That Fusion covenants that he has good title and the right to sell. Fusion further acknowledges that the property shall be sold free and clear of all liens and encumbrances.
14. That should there be lien holders, whether individuals or institutions, the Auctioneers have the permission to communicate with said lien holders. This communication is in purpose intended for the best and common interest of all parties concerned. Additionally, any and all liens shall be paid at time of settlement



with Fusion or shall attach to the proceeds of the sale.

15. That the Parties acknowledge the auction method is unsure and that while many items may sell for higher prices than expected, others may sell for a lesser price.
16. That the Auctioneers shall have the right to charge a Buyer's Premium of FIFTEEN PERCENT (15%) on all personal property purchases, which shall be the property of the Auctioneers.
17. The technology we will use to broadcast the property over the internet has the opportunity from time to time to have technological challenges and difficulties, of which we have no control; therefore, we as agents and principals are not liable for any technical deficiencies that may arrive throughout the marketing and sales implementation of this asset using the internet. That the Auctioneers reserve the right to extend the auction closing times if there is an interruption of technology services.
18. That the Auctioneers shall deliver to Fusion an unaudited sale report within 24 hours upon the completion of the auction. The Auctioneers shall deliver the full auction settlement report to Fusion within 30 business days after the auction. Disbursement of net proceeds of sale shall be to Fusion or its assigns and occur upon receipt of the executed auction settlement report.
19. This document shall be interpreted in accordance with the laws of the State of North Carolina and the United States Bankruptcy Code. The United States Bankruptcy Court, Western District of North Carolina, shall hear any and all cause of action that may arise from this agreement.
20. That the Auctioneers are duly licensed to practice in the state of North Carolina, and are in good standing with the North Carolina Auctioneer Licensing Commission.
21. That the Auctioneers carry an Umbrella Insurance Policy in the amount of \$3,000,000.00 to cover any loss and/or liability associated with our auction services. In addition to insurance, Auctioneers maintain a valid bankruptcy bond for the United States Bankruptcy Court, Western District of North Carolina.
22. That Fusion agrees ( ☐ ) does not agree ( ☐ ) to allow the Auctioneers to use the company name in the marketing of this auction.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE TO FOLLOW)

IN TESTIMONY WHEREOF, the Parties have caused this Auction Marketing Agreement to be signed the day and year first above written.

WITNESS:

FUSION CUSTOM TRAILERS &  
MOTORCOACHES INC.,

BY: \_\_\_\_\_(SEAL)  
JOHN E. NICHOLSON, PRESIDENT

IRON HORSE AUCTION CO., INC.:

BY: \_\_\_\_\_(SEAL)  
WILLIAM B. LILLY, JR., SVP

# Exhibit A

**Debtor to Sell**

<b>Asset Type</b>	<b>Description</b>
Vehicles	2015 Peterbilt 389 Toterhome
Vehicles	2010 Peterbilt 389
Vehicles	2005 Chevy Kodiak Rollback
Vehicles	1984 Chevy Truck C10
Vehicles	1964 Ford
Vehicles	2014 Bravo Trailer; VIN: 542BE3222EB007428
Vehicles	2011 Fusion Utility Trailer; 1F9TU20211P340039
Vehicles	2011 Renegade Enclosed Trailer; 1K9500S33B1160052
Vehicles	34' Tandem Axle Tag Along Trailer, Needs: Insulation, Interior Paneling, Floor Finish, Side Door, Wheels On Front Tandem, Jack Pump
Vehicles	28' Tandem Axle Tag Along Trailer, Needs: Wheels on Front Tandem, Jack Stand, Final Electrical To Be Completed
Vehicles	34' Tag Along Stocker Trailer Frame, Needs: Axles, Wiring, Insulation and Finish Panels
Vehicles	24' Tag Along Trailer Frame, Needs: Front Tandem Axle, Outside and Inside Sheets, Complete Shelves
Vehicles	42' Aluminum Trailer Frame
Vehicles	44' Aluminum Trailer Frame
Vehicles	Oil Fracking Trailer Frame
Vehicles	24' Tag Along Stacker Frame
Vehicles	34' Fifth Wheel Trailer Frame
Vehicles	42' Aluminum Gooseneck Trailer Frame
Vehicles	2018 KTM Dirt Bike
Vehicles	2011 FA Victory CIK/FIA 42/CH/11 by 89021
Vehicles	2017 Praga Dark Kart CIK/FIA 66/CH/17 Tacho N 0452
Vehicles	2014 Tony Kart Racer CIK/FIA 56/CH/14 by 66495

**Debtor to Sell**

Vehicles	2 "Blue" Carts Arrow 22751 & Arrow A22752
Vehicles	CAT Forklift
Vehicles	Polaris ATV
Misc Inventory	JL Audio, C3-650, Evolution Convertible Comp
Misc Inventory	JL Audio, JX400, 14D 400 W Class D4 amp
Misc Inventory	JL Audio, XD200, 12v2 200W 2 ch amp
Misc Inventory	JL Audio, 12TW3-D4, Subwoofer
Misc Inventory	JL Audio, M103EWS-CG-WHR, M103EWS-CG-WHR
Misc Inventory	JL Audio, m103EWS-CG-WLL, Stealth Box
Misc Inventory	JL Audio, M770-CCX-SG-WH
Misc Inventory	Kenwood, KSC-SW11, Subwoofer
Misc Inventory	Bazooka, L34MA20871
Misc Inventory	JBL, GTO 75.2, 2 ch car audio amp
Misc Inventory	Natural Power, 1500 w Inverter
Misc Inventory	JVC, CS-V528, 220w
Misc Inventory	Kenwood, KFC 1394PS
Misc Inventory	Rockford Fosgate, P15412, Subwoofer
Misc Inventory	Rockford Fosgate, PMX2, Marine Grade Rec
Misc Inventory	Rockford Fosgate, PM262, Marine Grade Speakers
Misc Inventory	Jensen, VX3014, 7 Signal Din AV Rec
Misc Inventory	Rockford Fosgate, M262
Misc Inventory	Interek, CMR, Audio Cable Blue 500 ft 16/2
Misc Inventory	Carefree of Colorado, 12' Black Awning
Misc Inventory	Carefree of Colorado, 21' Awning
Misc Inventory	Girard, 21' Awning
Misc Inventory	7k Axles
Misc Inventory	Bard Unit
Misc Inventory	Arrow, DMP Awning
Misc Inventory	Roof Coil
Misc Inventory	Self Leveling System
Misc Inventory	Slideout Kits
Misc Inventory	Tire Racks Completed Sets (5)

**Debtor to Sell**

Misc Inventory	Wheel Lips (32)
Misc Inventory	Dual Jack Legs (3)
Misc Inventory	Aluma Track (50)
Misc Inventory	Tire Rack Ends (12)
Metal Inventory	All Metal Inventory referenced on Iron Horse Appraisal Dated 7/9/18
Equipment & Tubing	(3) Sections of (3) Lockers
Equipment & Tubing	Miller Alumapower 350 Mpa Serial: ME050943V with Miller XR-AlumaFeed Wire Feeder, Serial: ME100720V and Cart
Equipment & Tubing	Miller Alumapower 350 Mpa, Serial: ME120353V with Miller XR AlumaFeed, Serial: ME140563V and Cart
Equipment & Tubing	Miller Syncrowave 350LX Welder, Serial: LC500061
Equipment & Tubing	Miller Alumapower 350 Mpa, Serial: MC320002V with Miller XR AlumaFeed, Serial: MC320261V and Cart
Equipment & Tubing	Miller Alumapower 350 Mpa, Serial: ME050940U with Miller XR Alumafeed, Serial: ME100719V
Equipment & Tubing	Miller Millermetic 252 Welder, Serial: MC232309N
Equipment & Tubing	(2) Mi-T-M 400,000 BTU Heaters
Equipment & Tubing	Bard Wall mount Refrigeration Unit, Model: W42A1-2A10XX1XXJ
Equipment & Tubing	Approximately (25) Pallets of Used Trailer Parts, Old Hand Tools and Old Equipment
Equipment & Tubing	Approximately (10) Pallets of Used Parts, Old Hand Tools and Equipment
Equipment & Tubing	Craftsman Metal Dry Cut Saw
Equipment & Tubing	Piranha P50 Iron Worker, 50-Ton with Dies
Equipment & Tubing	Leland Gifford 4-Head Drill Press Forward and Backwards

## **Debtor to Sell**

Equipment & Tubing	Baileigh Industrial 10' Metal Finger Brake, Model: V-1014-6, Serial: 28129, Date May 2007
Equipment & Tubing	Miller Dynasty 280 Tig Welder and Cart
Equipment & Tubing	Rotary 4-Post Lift, Model: SM12N-018, Serial: JRG06K0001, 12,000 Lbs.
Equipment & Tubing	TSLB Trailer Saver
Equipment & Tubing	Arrow Components Corp. Cabinet and Drawer System
Equipment & Tubing	(11) 22-Ton Jack Stands
Equipment & Tubing	(9) Brand New Samson Tires 235/75R 17.5
Equipment & Tubing	(8) Sections of Pallet Racking
Equipment & Tubing	(3) Sets of Aluminum Diamond Plate Wheel Wells
Equipment & Tubing	4' x 4' Metal Shop Table On Casters

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
(Charlotte Division)

In re:	)	Chapter 11
	)	
<b>FUSION CUSTOM TRAILERS &amp; MOTORCOACHES, INC.,</b>	)	Case No. 18-30445
	)	
Debtor.	)	

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**NOTICE OF HEARING**

PLEASE TAKE NOTICE that Fusion Custom Trailers & Motorcoaches, Inc., the above-referenced Debtor, has filed a *Motion for Authority to Sell Property Free and Clear of Any Liens, Claims, Interests, or Encumbrances by Public Auction Pursuant to 11 U.S.C. §§ 105(a), 363(b), 363(f), and 363(m)* (the "Motion").

PLEASE TAKE FURTHER NOTICE that your rights may be affected by the Motion. You should read the Motion carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult with one.

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held before The Honorable Laura T. Beyer at the United States Bankruptcy Court, Charles Jonas Federal Building, Courtroom 1-5, 401 West Trade Street, Charlotte, North Carolina on **WEDNESDAY, OCTOBER 24, 2018 at 9:30 A.M. (ET)**.

PLEASE TAKE FURTHER NOTICE that the Court may grant the relief requested in the Motion at said hearing. No further notice will be given.

Dated: Charlotte, North Carolina  
October 12, 2018

**MOON WRIGHT & HOUSTON, PLLC**

/s/ Richard S. Wright  
Richard S. Wright (Bar No. 24622)  
121 West Trade Street, Suite 1950  
Charlotte, North Carolina 28202  
Telephone: (704) 944-6560  
*Counsel for the Debtor*



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
(Charlotte Division)

In re:	)	Chapter 11
	)	
<b>FUSION CUSTOM TRAILERS &amp; MOTORCOACHES, INC.,</b>	)	Case No. 18-30445
	)	
Debtor.	)	

**CERTIFICATE OF SERVICE**

I hereby certify that copies of the *Motion for Authority to Sell Property Free and Clear of Any Liens, Claims, Interests, or Encumbrances by Public Auction Pursuant to 11 U.S.C. §§ 105(a), 363(b), 363(f), and 363(m)* and *Notice of Hearing* were served by electronic notification on those parties registered with the United States Bankruptcy Court, Western District of North Carolina ECF system to receive notices for this case and on the parties listed on the attached via United States Mail on October 12, 2018.

Dated: Charlotte, North Carolina  
October 12, 2018

**MOON WRIGHT & HOUSTON, PLLC**

/s/ Shannon L. Myers  
Shannon L. Myers, Paralegal  
121 W. Trade Street, Suite 1950  
Charlotte, North Carolina 28202  
Telephone: (704) 944-6560

1415 JAB LLC  
129 Rawls Road  
Des Plaines, IL 60018

Ace LLC  
5602 Jamar St  
Schofield, WI 54476-4319

Alan Marker  
11502 N US Hwy 81  
Enid, OK 73701

Ally Financial  
P.O. Box 380901  
Bloomington, MN 55438

American Express  
c/o Alltran Financial LP  
PO Box 722929  
Houston, TX 77272-2929

American Express  
c/o Firstsource Advantage LLC  
205 Bryant Woods South  
Amherst, NY 14228

Carefree of Colorado  
2145 W 6th Ave  
Broomfield, CO 80020

Cass County Bank  
2020 W 8th. Ave  
Plattsmouth, NE 68048

Cass County Bank  
c/o Michael B. Stein  
Hutchens Law Firm  
6230 Fairview Road, Suite 315  
Charlotte, NC 28210

Cummins Central Power, LLC  
PO Box 741295  
Atlanta, GA 30384

Dick Taylor Mercer Valve Co.  
9609 NW 4th Street  
Oklahoma City, OK 73127-2962

Discover Card  
PO Box 71084  
Charlotte, NC 28272

Douglas Dailey  
c/o Melanie E. Davis  
Kizer & Black, Attorneys, PLLC  
217 E. Broadway Avenue  
Maryville, TN 37804

Elliott's Cars and Carts, LLC  
d/b/a Elliott's Custom Trailers  
c/o Clark D. Tew  
330 S. Main Street  
Mooresville, NC 28115

Fastenal Company  
PO Box 1286  
Winona, MN 55987-1286

Ferrellgas  
PO Box 173940  
Denver, CO 80217

Fresno Truck Center  
2727 E Central Ave  
Fresno, CA 93725

Gavtris Motorsports  
Kris Boschele  
IDEAL Realty  
PO Box 5243  
Mooresville, NC 28117

Glen Barnhouse Dig It Excavating  
Inc.  
PO Box 1327  
Lolo, MT 59847

Home Depot/Citibank  
541 Sid Martin Dr  
Gray, TN 37615

Hydradyne, LLC  
PO Box 974799  
Dallas, TX 75397-4799

Internal Revenue Service  
1677 Westbrook Plaza Drive  
Room 110  
Winston Salem, NC 27103

JJ Furrillo Ultimate Performance  
485 Sutro Forrest Drive NW  
Concord, NC 28027

John Nicholson  
123 Summerchase Ln.  
Mooresville, NC 28117

Josh Speck  
947 S 1st St  
Fulton, NY 13069

Keane Frack LP  
Scott Raynes  
Keane Group  
5825 N. Sam Houston Parkway W,  
Suite 600  
Houston, TX 77086

Kiner, Inc.  
Matthew Kiner  
704 South O Road  
Aurora, NE 68818

Lowes/Divine and Services ltd  
13809 Research Blvd. Ste 800  
Austin, TX 78750

Malvern Bank  
404 Main St  
Malvern, IA 51551

Olso Switch  
30 Diana Ct  
Cheshire, CT 06410

Pioneer Music Co., Inc.  
PO Box 646  
Chanute, KS 66720

R. Keith Johnson  
1275 Highway 16 South  
Stanley, NC 28164

RacingJunk Classifieds  
106 Main Street  
North Adams, MA 01247

Rayce Muchmore  
4836 S 3200 W  
Roy, UT 84067

REH CPA, PLLC  
223 Williamson Rd, Ste 204  
Mooresville, NC 28117

Roberts Oxygen  
PO Box 5507  
Rockville, MD 20855

Rocket1A Motorsports LLC  
c/o Jared Gardner  
Gardner Skelton, PLLC  
505 East Boulevard  
Charlotte, NC 28203

Shawn Anderson  
c/o Jared Gardner  
Gardner Skelton, PLLC  
505 East Boulevard  
Charlotte, NC 28203

Technocraft  
1540 Main St  
Mt Pleasant, TN 38474

Ted Hughes  
130 Moffitt  
Seward, NE 68434

Troy Baird Elite Concrete  
1955 US Hwy 80  
Bloomington, GA 31302

UPS  
c/o Synter Resource Group LLC  
5935 Rivers Avenue, Suite 102  
North Charleston, SC 29405

USAC Racing  
Levi Jones / Kevin Miller  
US Auto Club  
4910 W 16th Street  
Indianapolis, IN 46224

Wells Fargo Equipment Finance  
MAC F0005-055  
800 Walnut 5th Floor  
Des Moines, IA 50309

Fusion Custom Trailers & Motorcoaches, Inc.  
1415 Jake Alexander Blvd. South  
Salisbury, NC 28146

NC Department of Revenue  
PO Box 1168  
Raleigh, NC 27602

Internal Revenue Service  
Bankruptcy Section  
PO Box 7346  
Philadelphia, PA 19101-7346

Securities and Exchange Commission  
Atlanta Regional Office  
Office of Reorganization  
950 East Paces Ferry Road, NE, Suite 900  
Atlanta, GA 30326-1382