

**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF KANSAS**

In Re:

INTERNATIONAL BRIDGE CORPORATION,  
  
Debtor.

Case Number 15-20951  
Chapter 11 (RDB)

**DEBTOR'S MOTION TO SELL PROPERTY FREE AND CLEAR OF LIENS  
(SALE NO. 2) AND FOR DETERMINATION OF SECURED STATUS**

COMES NOW the Debtor, International Bridge Corporation, by and through counsel, Wesley F. Smith of Stevens & Brand, LLP, and hereby moves the Court for an Order pursuant to 11 U.S.C. §§ 363(b)(1) and 1107, allowing it to sell certain property of the estate, other than in the ordinary course of business. In support, the Debtor states as follows:

1. The Debtor filed its Petition for relief pursuant to Chapter 11 of the United States Bankruptcy Code on May 7, 2015 (the "**Filing Date**").
2. An unsecured creditors committee has not been appointed. No trustee has been appointed. The Debtor is operating its business as a Debtor-in-Possession.
3. The Debtor owns certain equipment used in its business or located on its premises including, but not limited to, the Machinery & Equipment (the "**Machinery & Equipment**") described in the itemization attached hereto, marked as Exhibit A.

**Said Machinery & Equipment encompasses substantially all of the  
Debtor's tangible assets.**

4. The Machinery & Equipment are valued at \$187,902.00 and \$219,267.00 in the Debtor's Schedules.
5. The Debtor would like to sell all of its Machinery and Equipment, and respectfully requests that the Court approve the sale to International Bridge Construction

- Marianas, Inc. ("**IBCM**"), for the sale price of \$52,000.00. A copy of the Agreement for Purchase and Sale of Assets is attached hereto, marked as Exhibit B.
6. The proposed buyer of the Machinery & Equipment is related to the Debtor, in that IBCM is owned by William Toelkes, the father of the owner of the Debtor and former owner of the Debtor.
  7. The proposed sale is the only ongoing current business relationship between the Debtor and IBCM.
  8. The Machinery & Equipment are located in Kansas, Guam, Tinian, and other of the Northern Marianas Islands. It is very expensive, and not cost effective, for the Debtor to gather and sell the Machinery & Equipment. IBCM is willing to purchase the Machinery & Equipment "as-is, where-is."
  9. The estate does not have sufficient unencumbered funds on hand with which to gather and sell the Machinery & Equipment. For several months, the Debtor has tried to market and sell the Machinery & Equipment. It was unable to procure another purchaser.
  10. The following creditors have asserted secured claims in this matter:
    - A. The Internal Revenue Service (the "**IRS**") filed Proof of Claim 1 on May 13, 2015, for "Taxes" in the amount of \$4,512,196.74, asserting priority in the amount of \$19,862.30;
    - B. TOA Corporation ("**TOA**") filed Proof of Claim 17 on August 31, 2015, in an amount "in excess of \$10,245,491.18," which has since been withdrawn;
    - C. The Government of Guam ("**Guam**") filed Proof of Claim 19 on September 4, 2015, for "Federal Withholding Taxes" in the secured amount of \$2,886,041.59, with an additional unsecured amount of \$852,435.41;
    - D. Guam also filed Proof of Claim 21 on September 4, 2015, for "Business Privilege [*sic*] Tax (G.R.T.)" in the priority amount of \$383,578.88;

- E. Additionally, Guam filed Proof of Claim 22 on September 4, 2015, for “Business Privilege [*sic*] Tax (G.R.T.)” in the secured amount of \$1,785,729.34, with an additional unsecured amount of \$154,229.82; and
  - F. Leidos, Inc. for Leidos Constructors, LLC fka SAIC Constructors, LLC, filed Proof of Claim 26 on October 6, 2015, for “money lent” in the amount of \$4,122,852.49.
11. All of the above creditors assert, or have asserted, a secured claim.
  12. As of the Filing Date, the Debtor was indebted to the IRS in the approximate amount of \$4,477,161.30, plus accrued interest and penalties.
  13. The Debtor requests that the Court find the secured claim of the IRS to be first in priority over all other secured claims with regard to proceeds from the sale of the Machinery & Equipment under 11 U.S.C. § 506.
  14. The sale should be free and clear of all liens and encumbrances. The Debtor proposes to apply the net proceeds from the sale of the Machinery & Equipment toward the debt owed to IRS.
  15. The Debtor believes that the proposed sale is in the best interests of the estate and creditors of the estate.

WHEREFORE, the Debtor respectfully requests that the Court enter an Order allowing it to sell its Machinery & Equipment free and clear of liens to International Bridge Construction Marianas, Inc., for the sale price of \$52,000.00, and such other and further relief as the Court deems fair, just, and equitable.

Respectfully Submitted,

**STEVENS & BRAND, LLP**

By: s/ Wesley F. Smith  
WESLEY F. SMITH, #18517  
900 Massachusetts, Suite 500  
P.O. Box 189  
Lawrence, Kansas 66044  
Telephone ~ (785) 843-0811  
Facsimile ~ (785) 843-0341  
E-Mail ~ WSmith@StevensBrand.com  
**Counsel for Debtor**

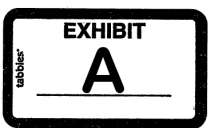
**CERTIFICATE OF SERVICE**

I hereby certify that on the 7<sup>th</sup> day of December, 2018, a true and correct copy of the above and foregoing **Motion to Sell Property Free and Clear of Liens (Sale No. 2) and for Determination of Secured Status** and the **Notice of Objection Deadline** thereon were electronically filed with the U.S. Bankruptcy Court, District of Kansas, were sent by electronic mail to all parties receiving notices electronically via the Court's CM/ECF noticing system, and were sent by first-class U.S. Mail, postage prepaid, to all parties listed on the attached matrix who do not receive notices electronically.

s/ Wesley F. Smith  
WESLEY F. SMITH, #18517

INTERNATIONAL BRIDGE CORPORATION  
 DOT NUMBER - GU100002  
 EQUIPMENT LISTING  
 SCHEDULE OF FIXED ASSETS - Under Lient to TOA Corporation

EQUIPMENT NUMBER	EQUIPMENT CATEGORY	YEAR	MAKE	MODEL	SERIAL #	LICENSE PLATE	DATE ACQUIRED	PURCHASED FROM	ACQUISITION COST				DEP. LIE	DEPRECIATION SCHEDULE						
									BEQ. BALANCE	ADDRESS	END BALANCE	2009 DEPRECIATION		2010 DEPRECIATION	2011 DEPRECIATION	2012 DEPRECIATION	2013 DEPRECIATION	2014 DEPRECIATION	2015 DEPRECIATION	
1188	TRAILERS	2010	TEREX	BROWN TRUCK	FVH86CV17250483	983CV	Sep-10	Bogalusa	\$ 192,726.29		\$ 192,726.29	5	\$ -	\$ 57,270.44	\$ 175,455.85	\$ 175,455.85	\$ 175,455.85	\$ 175,455.85	\$ 175,455.85	\$ 175,455.85
1189	TRAILERS	2010	TEREX	BROWN TRUCK	FVH86CV17250484	983CV	Sep-10	Bogalusa	\$ 192,726.29		\$ 192,726.29	5	\$ -	\$ 57,270.44	\$ 175,455.85	\$ 175,455.85	\$ 175,455.85	\$ 175,455.85	\$ 175,455.85	\$ 175,455.85
1190	TRAILERS	2007	DAVEY	DAVEY TRAILER	H01023886E41994	TH884	Oct-10	Helm Trailer	\$ 1,100,000.00		\$ 1,100,000.00	5	\$ 1,143.14	\$ 57,270.44	\$ 715,413.62	\$ 175,413.62	\$ 175,413.62	\$ 175,413.62	\$ 175,413.62	\$ 175,413.62
1191	TRAILERS	2007	DAVEY	DAVEY TRAILER	H01023886E41995	TH885	Oct-10	Helm Trailer	\$ 1,100,000.00		\$ 1,100,000.00	5	\$ 1,143.14	\$ 57,270.44	\$ 715,413.62	\$ 175,413.62	\$ 175,413.62	\$ 175,413.62	\$ 175,413.62	\$ 175,413.62
1005	TRACTOR TRUCKS	2007	PERKINS	COLUMBIA TRACTOR	FVH86CV17250482	348CV	Sep-10	Perkin Steer Truck	\$ 113,043.88		\$ 113,043.88	5	\$ -	\$ 57,270.44	\$ 55,773.44	\$ 55,773.44	\$ 55,773.44	\$ 55,773.44	\$ 55,773.44	\$ 55,773.44
1007	TRACTOR TRUCKS	2007	PERKINS	COLUMBIA TRACTOR	FVH86CV17250486	347CV	Sep-10	Perkin Steer Truck	\$ 113,043.88		\$ 113,043.88	5	\$ -	\$ 57,270.44	\$ 55,773.44	\$ 55,773.44	\$ 55,773.44	\$ 55,773.44	\$ 55,773.44	\$ 55,773.44
1009	TRACTOR TRUCKS	2007	PERKINS	COLUMBIA TRACTOR	FVH86CV17250480	346CV	Sep-10	Perkin Steer Truck	\$ 113,043.88		\$ 113,043.88	5	\$ -	\$ 57,270.44	\$ 55,773.44	\$ 55,773.44	\$ 55,773.44	\$ 55,773.44	\$ 55,773.44	\$ 55,773.44
														\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14
														\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14
														\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14
														\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14
														\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14
														\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14
														\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14
														\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14
														\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14
														\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14	\$ 1,143.14







**AGREEMENT FOR PURCHASE  
AND SALE OF ASSETS**

**THIS AGREEMENT FOR PURCHASE AND SALE OF ASSETS** (this "**Agreement**") is made and entered into this \_\_\_\_ day of October 2018 (the "**Effective Date**"), by and between International Bridge Corporation ("**Seller**"), and International Bridge Construction Marianas, Inc. (the "**Purchaser**").

**RECITALS**

A. Seller owns and operates a business engaged in Guam and the South Pacific

B. Seller is the owner of certain equipment used in the business or located at the Premises, including, but not limited to, the assets described in Exhibit A attached to and, by reference, made a part of this Agreement, together with all goodwill, existing advertising, and telephone numbers of the Business, if any, and other tangible and intangible property that Seller may own and use in connection with the Business (collectively as the "**Property**").

C. It is the desire of the Purchaser to purchase from Seller, and Seller desires to sell to the Purchaser, the Property used exclusively in the operation of the Business, all upon the terms and conditions set forth in this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. **Sale of Business Assets**. Upon the terms and conditions set forth in this Agreement, Seller shall sell, assign and transfer the Property to the Purchaser, and Purchaser shall purchase such Property, as of the Closing Date, free and clear of all liens, pledges and encumbrances of any kind.

2. **Purchase Price**. The purchase price shall be the sum of \$52,000 (the "**Purchase Price**"), which shall be due and payable on the Closing Date in cash or other immediately available funds.

3. **Closing**. The closing of the transaction contemplated by this Agreement shall take place on or before November \_\_\_\_, 2018 (the "**Closing**" or "**Closing Date**"), or such later date as the parties may mutually agree in writing. Seller shall convey title and possession to the Property immediately upon Closing, free and clear of all liens and encumbrances, upon the terms and conditions set forth in the Agreement, by delivering to Purchaser at Closing a Bill of Sale in the form of Exhibit B, and such other documents



reasonably necessary to transfer to Purchaser ownership of the Property, all in such form as shall be reasonably acceptable to Purchaser.

4. **Risk of Loss.** The risk of loss or damage to the Property to be conveyed under this Agreement by fire, theft, or otherwise from the Effective Date until the Closing Date is assumed by Seller, and the risk of any such loss after the Closing shall be upon Purchaser.

5. **Property Taxes.** Purchaser shall pay all property taxes, accrued interest, and any penalties relating to any of the Property. If Seller receives a property tax bill or other notice for 2018 or any subsequent year, Seller shall immediately forward such documentation to Purchaser.

6. **Representations and Warranties of Seller.** Except as otherwise expressly disclosed by Seller in this Agreement, Seller hereby represents and warrants to Purchaser, which Seller acknowledges that Purchaser is relying in determining whether to enter into this Agreement and in agreeing to pay the Purchase Price, as follows:

(a) **Valid and Binding Obligation.** This Agreement, when executed and delivered, will constitute the valid and binding obligation of Seller and will be enforceable in accordance with its terms, in Seller's capacity as (i) an individual, and (ii) a corporation duly organized and existing and in good standing under the laws of the State of Kansas, with full right, power and authority to enter into and consummate this Agreement and perform Seller's obligations hereunder.

(b) **Authority.** Seller has duly approved the transaction contemplated by this Agreement, and the person who signs this Agreement on behalf of Seller is duly authorized to execute this Agreement and to do all other acts and take such action as may be reasonably necessary to consummate this Agreement on behalf of Seller.

(c) **No Violation.** Neither the execution and delivery by Seller of this Agreement, nor the consummation of the transactions contemplated in this Agreement, nor compliance with the provisions of this Agreement will violate any law, rule, regulation, ordinance, order, writ, judgment, injunction, decree or award (collectively the "**Laws**") binding on Seller or except as set forth in this Agreement, the provisions of any agreement to which Seller is a party or is subject, or by which Seller, or Seller's property, is bound, or conflict with or constitute a default thereunder. Seller will comply with all Laws to which it may be subject.

(e) **Title to Property.** Seller has good and marketable title to all of the Property as of the Closing Date, and shall convey such title upon Closing to Purchaser free and clear of all liens, security interests, and other encumbrances.



(f) **Operation of Business.** From the Effective Date of this Agreement to the Closing Date, Seller will not engage in any transaction outside of the ordinary course of business, including without limitation (i) pledge or create a security interest in, or subject to lien or other encumbrance any of the Property; (ii) sell or transfer any of the Property.

(h) **Full Disclosure.** No representations, warranty or statement of fact by Seller to Purchaser herein or in any written information furnished, or to be furnished, to Purchaser is materially false, misleading or omits to state any material fact necessary to make such representation, warranty or statement accurate and not misleading in any material respect.

7. **Representations and Warranties of Purchaser.** Purchaser hereby represents and warrants to Seller, as follows:

(a) **Organization and Standing.** Purchaser is duly organized and existing and in good standing under the laws of the State of \_\_\_\_\_, with full right, power and authority to enter into and consummate this Agreement and perform Purchaser's obligations hereunder.

(b) **Authority.** Purchaser has duly approved the transaction contemplated by this Agreement, and the person who signs this Agreement on behalf of Purchaser is duly authorized to execute this Agreement and to do all other acts and take such action as may be reasonably necessary to consummate this Agreement on behalf of Purchaser.

(c) **Financial Ability.** Purchaser has the financial ability to fulfill Purchaser's obligations under this Agreement and to close on Purchaser's purchase of the Property, including, without limitation, the ability to pay the Purchase Price at Closing.

8. **Conditions Precedent to Seller's Obligation to Close.** Seller's obligation to close this transaction shall be contingent upon the satisfaction prior to Closing of conditions precedent, as follows:

(a) Purchaser shall comply with all of the material terms and conditions of this Agreement, including, without limitation, the payment of the Purchase Price at Closing; and

(b) The representations and warranties of Purchaser set forth in this Agreement shall be true and accurate in all material respects as of the date when made and on the Closing Date.

(c) Seller obtains approval from the appropriate bankruptcy court to sell the Property to Purchaser free and clear of all liens.

If one or more conditions precedent shall not be satisfied by Closing, Seller may give Purchaser written notice that the condition precedent shall not have been satisfied, in which event Seller may terminate Seller's obligation to perform under this Agreement; provided, however, that if the failure of a condition precedent is also a breach of this Agreement by Purchaser, Seller's termination of this Agreement shall be in addition to any other remedies of Seller for Purchaser's breach of this Agreement.

9. **Conditions Precedent to Purchaser's Obligation to Close.** Purchaser's obligation to close this transaction shall be contingent upon the satisfaction prior to Closing of conditions precedent, as follows:

- (a) Seller shall comply with all of the material terms and conditions of this Agreement;
- (b) Seller obtains approval from the appropriate bankruptcy court to sell the Property to Purchaser free and clear of all liens.

If one or more conditions precedent shall not be satisfied by Closing, Purchaser may give Seller written notice that the condition precedent shall not have been satisfied, in which event Purchaser may terminate Purchaser's obligation to perform under this Agreement; provided, however, that if the failure of a condition precedent is also a breach of this Agreement by Seller, Purchaser's termination of this Agreement shall be in addition to any other remedies of Purchaser for Seller's breach of this Agreement.

10. **Default by Seller.** If Seller fails, within the time specified in this Agreement, to perform for any reason, Purchaser may either (i) obtain specific performance, or (ii) terminate this Agreement, or (iii) pursue any other remedies available at law or in equity.

11. **Default by Purchaser.** If Purchaser shall fail either to make any of the payments required by this Agreement, or to perform any of Purchaser's agreements, in accordance with the terms and provisions of this Agreement, Seller may either (i) terminate this Agreement, or (ii) pursue any other remedies available at law or in equity.

12. **Expenses.** In the event of a breach of this Agreement by a party (the "**Defaulting Party**"), the Defaulting Party shall be liable for all attorneys' fees and court costs incurred by the other party to enforce the terms of this Agreement, which shall be in addition to any other remedies provided in this Agreement.

13. **Survival of Representations.** The representations, warranties, and agreements of Seller and Purchaser contained in this Agreement shall survive the Closing.

14. **Notices.** All notices given under any of the provisions of this Agreement by Purchaser to Seller shall be delivered personally or by registered or certified mail addressed to the addresses provided in this Agreement or such different addresses as either party may notify the other party in writing. Notices shall be effective on the date delivered if delivered personally to a party or three (3) days after being mailed if delivered by registered or certified mail (regardless of whether the party shall sign for such registered or certified mail).

**To Seller:**

**To Purchaser:**

15. **Purchaser Not a Successor.** The parties agree and acknowledge that the Purchaser is acquiring assets only, and is not a successor to the prior operation of the Business by Seller. Seller agrees to indemnify and hold Purchaser harmless for any loss, cost, claim or judgment, including reasonable attorneys' fees and other costs of litigation arising out of or relating to the operation of the Business before the Closing Date. This obligation to indemnify and hold harmless shall survive the Closing.

16. **Indemnification of Purchaser.** Seller shall indemnify and hold harmless Purchaser against any and all damages resulting from any misrepresentation, breach of warranty, or breach of any other provision of this Agreement. Except with respect to leases and executory contracts that Purchaser explicitly assumes, Seller shall indemnify and hold harmless Purchaser, and Purchaser's successors and assigns, against any and all debts, liabilities, actions, liens or claims of any nature, absolute or contingent, together with all expenses and attorneys' fees incurred by Purchaser as a result thereof, resulting from or relating to, directly or indirectly, any actual or alleged action or inaction prior to the Closing Date. This obligation to indemnify and hold harmless shall survive the Closing.

17. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be construed under the laws of the State of Kansas.

(b) **Further Acts.** Each party shall cooperate in taking and shall take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement. The parties shall do all

things reasonably necessary to assure a smooth transition of the Business operation to Purchaser.

(c) **Entire Agreement.** This Agreement contains the complete agreement between the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they have related in any way to the subject matter of this Agreement. Neither this Agreement nor any term or provisions hereof may be changed, waived, discharged, or terminated orally, or in any manner other than by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge, or termination is sought.

(d) **Time.** Time is of the essence of this Agreement.

(e) **No Waiver.** Any waiver by either party of any breach or any term or condition of this Agreement shall not be deemed a waiver of any other breach, nor shall any failure to enforce any provision of this Agreement operate as a waiver of such provision or for any other provision, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with or based upon this Agreement.

(f) **No Agency.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto, or any other third-party, to create the relationship of principal and agent, partnership, joint venture or of any association other than that of purchaser and seller.

(g) **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original but which together will constitute one and the same instrument. For purposes of this Agreement and any exhibits or amendments to this Agreement, the parties agree to accept electronic (facsimile (fax) or e-mail) signatures and initials as originals.

(h) **Negotiated Transaction.** The rule of law that a document is to be construed against the drafting party shall have no application to the interpretation of this Agreement. The parties acknowledge that the provisions of this Agreement were negotiated at arm's length by the parties to this Agreement and shall be deemed to have been drafted by all of the parties to this Agreement. Accordingly, the language in all parts of this Agreement shall be construed in accordance with its fair meaning and not strictly for or against any of the parties to this Agreement.

(i) **Exhibits.** The Exhibits referenced in this Agreement and attached to this Agreement are incorporated into this Agreement by reference as if fully set forth in this Agreement.



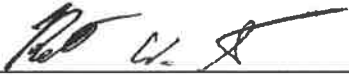
(j) **Attorneys' Fees**. Except as provided for in this Agreement with respect to attorney fees for any breach or threatened breach, each party shall bear their own attorney fees in connection with the negotiation and Closing of this Agreement.

(k) **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, legal representatives, grantees, successors and assigns.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement effective as of the day and year first above written.

**SELLER:**

International Bridge Corporation



By:  
Title: *President*

**PURCHASER:**

International Bridge Construction Marianas, Inc.



By:  
Title: President

**EXHIBIT A**

**Description of the Property**

**All machinery, fixtures, equipment, and supplies used in the Business, including  
but not limited to those shown on the next pages.**



**EXHIBIT B**

**Form of Bill of Sale**

Label Matrix for local noticing  
1083-2  
Case 15-20951  
District of Kansas  
Kansas City  
Thu Dec 6 12:52:26 CST 2018  
International Bridge Corporation  
4626 SE 85th St  
Berryton, KS 66409-9608

Horizon Lines, LLC  
c/o Matson Navigation, Inc.  
600 E. Las Colinas Blvd.  
Suite 600  
Attn: Revenue Recovery  
Irving, TX 75039-5616  
PNC Bank, National Association  
3232 Newmark Drive  
Miamisburg, OH 45342-5421

(p)INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
PHILADELPHIA PA 19101-7346  
Kansas City Divisional Office  
161 Robert J. Dole US Courthouse  
500 State Avenue  
Kansas City, KS 66101-2448

AB Wonpat Intl Airport Guam  
co Calvo Fisher & Jacob LLP  
259 Martyr Street Ste 100  
Hagatna Guam 96910-5200

ARC Environmental Services  
PO Box 12331  
Tamuning GU 96931-2331

ATT Teleconference Services  
c/o Bankruptcy  
1801 Valley View Lane  
Farmers Branch Dallas TX 75234-8906

Almix  
13333 US Hwy 24 West  
Ft Wayne IN 46814-7457

Ambyth Shipping and Trading Co  
193 Rojas St  
Tamuning GU 96913-4121

Americas Best Electricmart  
129 W Harmon Ind Park Unit D  
Tamuning GU 96913-4166

Andy Car Rental  
PO Box 7496  
Tamuning GU 96931-7496

Architects Laguana LLC  
446 E Marine Corps Dr Ste 200  
Hagatna GU 96910-7107

Benson Guam Enterprises Inc  
PO Box 6157  
Tamuning GU 96931-6157

Bonarrigo Investment Grp  
220 E Harmon Indst Prk Ste C14  
Tamuning GU 96913-4438

CALPAC  
150 E Harmon Indust Park  
Harmon GU 96913-4407

CAPFA Capital Corp 2010A  
Guam Department of Education  
co Ted Kiser  
331 Stalman Lane  
Kennerdale PA 16374-4719

Calvo Enterprises  
138 Martyr St  
Hagatna GU 96910-5105

Cars Plus LLC  
647 Rte 8  
Maite GU 96910-2016

Civille Tang PLLC  
330 Hernan Cortez Ave Ste 220  
Hagatna GU 96910-5081

Commercial Tire Center  
Napa Commercial Center  
1790 Rte 16  
Dededo GU 96929-6528

Compacific  
1900 Harmon Loop Rd  
Harmon Plaza  
Dededo Guam Guam 96929

Computer Forms Inc  
PO Box 23456  
Portland OR 97281-3456

Construction Power Sources  
PO BOX 20964  
Barrigada GU 96921-0964

Continental Airlines  
co Logistical Recovery Systems  
PO Box 551030  
Jacksonville FL 32255-1030

Copy Express  
PO Box 10138  
Tamuning GU 96931-0138

Cotton-ONeil Clinic  
PO Box 412875  
Kansas City MO 64141-2875

Culligan  
286 Chalan San Antonio 3  
Tamuning GU 96913-3569

CDK Pacific Guam LLC  
CDK Worldwide Holdings Inc  
Attn Robert A Hook  
1 PPG Place, 27th Floor  
Pittsburgh PA 15222-5420

DHL Express Inc  
16592 Collections Center Dr  
Chicago IL 60693-0165

DZSP 21 LLC  
PO Box GH  
Hagatna GU 96932-7686

Delta Marine Consultant  
PO Box 268  
2801 AG Gouda  
The Netherlands

Diamond Auto Parts  
PO Box 20327  
GMF GU 96921-0327

Diesel Solutions Inc  
425 Chalan San Antonio Rd  
PMB 532  
Tamuning GU 96913-3602

Docomo Pacific  
219 S Marine Corps Dr  
Century Plaza Ste 206  
Tamuning GU 96913-3927

Dooley Roberts Fowler LLP  
Orlean Pacific Plaza  
Ste 201  
865 S Marine Corps Dr  
Tamuning GU 96913-3440

Duenas Camacho Associates  
238 E Marine Corps Dr Ste 201  
Hagatna GU 96910-5194

East Island Tinting  
490 E Marine Corps Dr  
Hagatna GU 96910-5146

Excel Auto Service  
PO Box 9550  
Tamuning GU 96931-5550

Foulston Siefkin LLP  
1551 N Waterfront Pkwy Ste 100  
Wichita KS 67206-4466

Frieden Unrein Forbes LLP  
1414 SW Ashworth Pl Ste 201  
Topeka KS 66604-3742

G4S Security Services Guam  
1851 Army Dr  
Tamuning GU 96913-1254

GCR Truck Tire Center  
1400 SW 41st St  
Topeka KS 66609-1208

General Pacific Services LLC  
PO Box 5187  
Topeka KS 66605-0187

Geo-Engineering Testing Inc  
PO Box 8170  
Tamuning GU 96931-8170

Government of Guam  
Department of Revenue and Taxation  
Attn Tax Enforcement/Collection  
PO Box 23607  
Barrigada Guam 96921-3607

Gresco  
Guam Refinery Environmental  
PO Box 6370  
Tamuning Guam Guam 96931

Guam Airport Hotel  
120 Simon Sanchez St  
Tamuning GU 96913-4141

Guam Dept of Revenue Taxation  
Taxpayer Services Division  
PO Box 23607  
GMF Guam 96921-3607

Guam Enterprises and Marketing Co Corp  
PO Box 4462  
Hagatna Guam GU 96932-8462

Guam Exterminators  
Pest Control PMB 731  
1270 N Marine Corps Dr Ste 101  
Tamuning GU 96913-4331

Guam Hardwood  
1797 Army Drive  
Tamuning GU 96913-1253

Guam Home Center  
282 E Marine Corp Dr  
Dededo GU 96929-5935

Guam Power Authority  
PO Box 21868  
Barrigada GU 96921-1868

Guam Rebar Supply LLC  
c/o Mauriello Officer  
332 N Main St  
Freeport Nassau 11520-1232

Guam Shipyard  
Bldg 20 Sumay Dr  
Sumay Cove  
Santa Rita GU 96915

Guam Waterworks Authority  
578 N Marine Dr  
Tamuning GU 96913-4111

HRC  
11200 Condor Ave  
Fountain Valley CA 92708-6106

Harmon Doctors Clinic  
George P Macris MD  
2895 Kalahaua Ave Apt 1603  
Honolulu HI 96815-4009

Hawaiian Rock Products  
1402 Rte 15  
Mangilao GU 96913-5948

Heatec Inc  
5200 Wilson Rd  
Chattanooga TN 37410-2149

Horizon Lines  
Attn Revenue Recovery  
426 N 44th Street Suite 250  
Phoenix AZ 85008-6509

Horizon Lines, LLC  
c/o Monte Vines  
Adams Jones Law Firm, P.A.  
1635 N. Waterfront Parkway, Suite 200  
Wichita, KS 67206-6623

Hydra-Air Pacific Guam LP  
209 E Harmon Ind Park  
Unit 101  
Tamuning GU 96913-5420

ICconnect  
PO Box 12398  
Tamuning GU 96931-2398

ITE  
PO Box 24881  
Barrigada GU 96921-4881

Industrial Hygiene Prof  
PO Box 5086  
Hagatna GU 96932-8658

Internal Revenue Service  
PO Box 7346  
Philadelphia PA 19101-7346

International Bridge Constr  
Marianas Inc  
PO Box 21149  
Barrigada Guam 96921-1149

International Equip of Guam  
PO Box 24667  
GMF GU 96921-4667

Island Business Systems  
Supply  
130 E Marine Corps Dr Ste 101  
Hagatna GU 96910-5112

Island Choice Drinking Water  
190 West Marine Dr 6  
Dededo GU 96929-5952

Island Equipment Co  
272 E Harmon Ind Pd  
Rd Ste 101  
Tamuning GU 96913-4428

Island Home Ins Co  
PO Box CZ  
Hagatna GU 96932-7628

JRC Maritime Services  
PO Box 315273  
Tamuning GU 96931-3173

JS Construction  
PO Box 25461  
GMF GU 96921-5461

Jack Peters Co  
207 Siket St  
Harmon Industrial Park  
Harmon GU 96913

James E Street  
dba Street Construction Consulting  
8919 North 95th Avenue  
Peoria AZ 85345-7725

Joe Franks Auto Shop  
181 Dulce Nombre De Maria Dr  
Hagatna Guam GU 96910-4909

K-M Universal  
Attn Accts Receivable  
156 Tun Joaquin Flores St  
Harmon GU 96913-4100

Kautz Sons Glass Co Inc  
1447 Rt 16  
Barrigada GU 96913-1403

Kings Auto Parts  
724 W Marine Corps Dr  
Anigua GU 96910-4955

Kleinfelder  
co CSC Lawyers Incorporating Service  
2710 Gateway Oaks Dr Suite 150N  
San Diego CA 92101

LEMM Intl Logistics  
136D Kayen Chando  
PMB 646 Ste A10  
Dededo GU 96929-5951

Leidos, Inc. for Leidos Constructors, LLC  
f/k/a SAIC Constructors, LLC  
co Christine E Baur  
4653 Carmel Mountain Road Suite 308  
San Diego CA 92130-6650

MCB Inc  
Law Offices Terrance M Brooks  
247 Martyr St Ste 101  
Hagatna GU 96910-7100

MGT Corporation  
DBA Goodyear Tire Cntr  
PO Box 7840  
Tamuning GU 96931-7840

MM Cartridges  
People's Bazaar 1  
Compradres Mall  
Dededo Guam GU 96912

MW Corporation  
1270 N Marine Dr St 101-532  
Tumon GU 96913-4331

Marks Hardware  
PO Box DV  
Hagatna GU 96932-7534

Matson Navigation Company  
c/o Metro Group Maritime  
61 Broadway Ste 1410  
New York NY 10006-2758

Metro Group Maritime Agent for  
Matson Navigation  
61 Broadway Ste 1410  
New York NY 10006-2758

Micronesia Construction Supply  
PO Box 20439  
Barrigada GU 96921

Mid-Pac Far East  
PO Box 20969  
Barrigada GU 96921-0969

Miguel C Bordallo  
PO Box 65  
Hagatna GU 96932-0065

Napa Auto Parts  
1790 Route 16  
Dededo GU 96929-6528

National Office Supply  
PO Box 3767  
Hagatna GU 96932-3767

National Trading Corp  
PO Box 6421  
Tamuning GU 96931-6421

Office of the United States Attorney  
Robert J Dole US Courthouse Suite 360  
500 State Avenue  
Kansas City KS 66101-2448

Options PC Supplies  
1779 Renato Silvestre Bldg  
Ste 105 Route 16 PMB 148  
Dededo GU 96912

Pacific Hub Enterprises  
PO BOX 12428  
Tamuning Guam 96931-2428

Pacific LP Gas  
145 Ypao Rd  
Tamuning GU 96913-3972

Pacific Waste Systems  
PO Box 5187  
Topeka KS 66605-0187

Pacific Welding Services  
PO Box 2418  
Hagatna GU 96932-2418

Penn Air Group  
GCIC Bldg Ste 203  
414 W Soledad Ave  
Agana GU 96910-5067

Perez Bros Inc  
PO Box F  
Hagatna GU 96932-7517

Philip P. Roberto  
PO Box 1699  
Hagatna, Guam 96932-1699

Phillip P Roberto  
PO Box 1699  
Hagatna Guam 96932-1699

Pine Rental Service  
189 Fairway Dr  
Yona GU 96915-4943

Port Authority of Guam  
1026 Cabras Hwy Ste 201  
Piti GU 96915-5609

Primos Heavy Equip Rental  
PO Box 11427  
Yigo GU 96929-0427

Radiology and Nuclear Med  
1303 SW First American Place  
Topeka KS 66604-4059

Road Rules Safety Services  
PO BOX 218316  
BARRIGADA GU 96921-6963

Robert Amellia Toelkes  
4626 SE 85th St  
Berryton KS 66409-9608

Robert G Nath PLLC  
1775 Wiehle Ave  
Ste 400  
Reston VA 20190-5159

Robert Toelkes  
4626 SE 85th St  
Berryton KS 66409-9608

Root Pavement Tech  
10457 E Monument Dr  
Scottsdale AZ 85262-4600

SAIC Constructors LLC  
9400 N Broadway Ste 300  
Oklahoma City OK 73114-7407

SOS Portables  
213 Dulce Numbre De Maria St  
Anigua GU 96910-4908

Safety 1st Systems  
888 N Marine Corps Ste 209  
Tamuning GU 96913-5421

Securesafe Solutions  
522 Chalan Pasaheru  
Tamuning GU 96913-4168

Shimbros  
Anigua Commercial Bldg  
588 W Marine Corps Dr Ste 104  
Hagatna GU 96910-4917

Signmakers  
276 W Harmon Indust Rd Ste 101  
Tamuning GU 96913

South Pacific Petroleum Co  
816 N Marine Dr  
Eva Bldg 2nd Floor  
Barrigada GU 96913-4431

Stormont-Vail Health Care  
1500 SW 10th Ave  
Topeka KS 66604-1353

Street Constr Consulting  
8919 N 95th Ave  
Peoria AZ 85345-7725

Sunleader Guam Home Mart  
co Sunleader Co Ltd.  
1406 North Marine Dr  
Tumuning Guam GU 96913-4310

TAGICIB Services Inc  
2290 Alahao Pl Unit 303  
Honolulu HI 96819-2283

TOA Corporation  
SHINJUKU Park-Tower 31F  
3-7-1 Nishi-ShinjukuShinjuku-ku  
Tokyo 163-1031 JAPAN

TOA Corporation  
co Mark Moedritzer  
Shock Hardy & Bacon LLP  
2555 Grand Blvd  
Kansas City MO 64108-2613

Takecare Insurance Co Inc  
PO Box 6578  
Tamuning GU 96931-6578

Tech-Plus  
PMB 313  
1270 N Marine Dr Ste 101  
Barrigada GU 96913-4331

The Medical Corner Guam  
5537 Bittern Ave  
Ewa Beach Honalulu HI 96706-3226

Todo Mauleg  
Porta Toilet Rental  
PO Box 127  
Hagatna GU 96932-0127

Trane Guam  
PO Box 7749  
Tamuning GU 96931-7749

Triple B Forwarders  
PO Box 9249  
Tamuning GU 96931-5249

Triple J Motors  
157 S Marine Corps Dr  
Tamuning GU 96913-4102

Tsang Brothers Corporation  
PO Box 10198  
Tamuning GU 96931-0198

U.S. Trustee  
Office of the United States Trustee  
301 North Main Suite 1150  
Wichita, KS 67202-4811

United Tire  
Ste 1200 Airport Indust Centr  
165 Skyline Ln  
Tamuning GU 96913-4440

University of Guam  
WERI  
UOG Station  
Mangilao GU 96923

Urethane Polymers Intl  
10880 Poplar Ave  
Fontana CA 92337-7336

WJE  
Wiss Janney Elstner Assoc  
330 Pfingsten Rd  
Northbrook IL 60062-2095

Western Pacific Consolidated  
PO Box 24883  
GMF GU 96921-4883

Wesley F. Smith  
Stevens & Brand, LLP  
PO Box 189  
900 Massachusetts, Ste. 500  
Lawrence, KS 66044-2999

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  
271 W 3rd St N Ste 3000  
Stop 5333 WIC  
Wichita, KS 67202

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

(u)General Pacific Services	(u)Leidos, Inc. (f/k/a SAIC Constructors, LLC	(u)Pacific Waste Systems, LLC
(u)TOA Corporation	(d)General Pacific Services LLC PO Box 5187 Topeka KS 66605-0187	(u)Jun Crane Repair Unknown
(u)Martin Craig Unknown	(u)Robert J Steffy 210 Arch E C Flores St Suite 200 Agana96910 GUAM	End of Label Matrix Mailable recipients 145 Bypassed recipients 8 Total 153