

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No.: 18-41286

Millerbernd Systems, Inc.,

Chapter 11

Debtor.

**NOTICE OF HEARING AND MOTION TO SELL ASSETS FREE AND CLEAR
OF LIENS, CLAIMS, ENCUMBRANCES**

TO: ALL PARTIES IN INTEREST SPECIFIED IN LOCAL RULE 9013-3(a)(2).

1. Millerbernd Systems, Inc. ("Debtor"), by and through its undersigned attorneys, moves the court for the relief requested and gives notice of hearing herewith.

2. The court will hold a hearing on this Motion at 2:00 p.m. on Wednesday, March 13, 2019, before the Honorable Michael E. Ridgway, in Courtroom 7 West, U.S. Courthouse, 300 South Fourth Street, Minneapolis, Minnesota 55415. **THE HEARING MAY BE CONTINUED BY THE COURT AT THE TIME OF THE HEARING WITHOUT ADDITIONAL NOTICE.**

3. Any response to this Motion must be filed and delivered not later than Friday, March 8, 2019, which is five (5) days before the time set for the hearing (including Saturdays, Sundays, and holidays). **IF OBJECTIONS ARE NOT SERVED AND FILED IN A TIMELY MANNER, THE COURT MAY GRANT THE REQUESTED RELIEF WITHOUT A HEARING IN ACCORDANCE WITH LOCAL RULE 9013-2(f).**

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Bankruptcy Rule 5005 and Local Rule 1070-1. Venue of this case and the motion are proper in this District pursuant to 28 U.S.C. §§1408 and 1409. This is a core proceeding. The

petition commencing this Chapter 11 case was filed on April 23, 2018 (the “Petition Date”). The case is now pending in this Court.

5. The motion arises under 11 U.S.C. §§363 and 365, Federal Rules of Bankruptcy Procedure 2002, 6004 and 6006, and Local Rule 4001-2. The motion is filed under Bankruptcy Rule 9014 and Local Rules 9013-1 through 9013-3.

6. On the Petition Date, the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Minnesota.

7. The Debtor continues to operate its business and manage its property as debtor-in-possession pursuant to §§1107(a) and 1108 of the Bankruptcy Code.

8. An Official Committee of Unsecured Creditors has been appointed in the Debtor’s Chapter 11 case.

9. On October 24, 2018, the Debtor filed an Application to employ SealedBid Marketing, Inc. as a Business Broker for the Debtor (Doc. No. 126). The Court entered an Order Authorizing the Debtor to employ SealedBid Marketing, Inc. dated November 8, 2018 (Doc. No. 147).

10. Since being retained in November of 2018, SealedBid has engaged in extensive efforts identify and obtain a Buyer/Bidder for the assets of the Debtor. Separately, SealedBid has entered into an Engagement Agreement with Fabrication Properties, LLC (“Fabrication”). Fabrication is the Owner of the Real Estate Leased to the Debtor and from which the Debtor operates its business. The Debtor has now entered into an Asset Purchase Agreement (“APA”), subject to approval of this Court. Fabrication has entered into an Intent to Lease Agreement.

11. Debtor proposes to sell a substantial amount of its assets free and clear of liens, claims and encumbrances pursuant to 11 U.S.C. §363(f) to Burwell Enterprises, LLC, or to an affiliate of Burwell Enterprises, LLC (the “Burwell”). The assets to be sold include:

- (i) \$600,000.00 of Current Accounts Receivable;
- (ii) The Debtor’s Inventory, store of parts and supplies and goods held for sale, including work in process;
- (iii) All of the Debtor’s trade fixtures; plant machinery and equipment such as maintenance equipment, machining centers, tools and tooling shop and maintenance equipment; office equipment and furniture; tools, parts inventory and supplies; and all other assets used or useful in the operation of the Debtor, other than the Inventory, including but not limited to the items listed on the “Kloster List” attached hereto as Exhibit C to the APA (“Equipment”)
- (iv) All of the Debtor’s rights, title and interest in and to all intangible assets and intellectual property rights, names utilized by the Debtor and derivatives thereof, lists of customers, suppliers and vendors, user IDs, passwords, telephone numbers, website, email addresses, post office box, names, trademarks and copyrights; sales, signs, displays, advertising and promotional materials; studies, products tests, research and information related to or concerning products developed by or for, or sold by Debtor; such leases and contracts as Burwell elects to assume; social media accounts and other intangible assets, including but not limited to those items listed on attached Exhibit D to the APA (“Intangible Assets”);
- (v) All of the Debtor’s books and records relating to the Assets of the Debtor’s business including without limitation, lists of customers, suppliers and vendors, and records with respect to pricing, volume, payment history, cost, inventory, machinery and equipment, mailing lists, distribution and customer lists, sales, purchasing and materials, warranties, and including both hard copies and any such records which are maintained on computer (“Books and Records”). Burwell has agreed that the Debtor shall, for a period of five (5) years from the date of closing, upon reasonable notice to Burwell, have access to the Debtor’s Books and Records covering all periods prior to the date of closing.

The proposed sale does not include Debtor’s Accounts Receivable in excess of \$600,000.00, or the Debtor’s cash.

12. Separately, certain of the owners of the Debtor have entered into an Intent to Lease to Burwell, the real estate located in Winsted, MN having an address of: 330 6th Street

South, Winsted, MN 55395. Burwell's Lease of the real estate is conditioned on Burwell's acquisition of the Debtor's assets as described in this Motion. Burwell's acquisition of the Debtor's assets as described in this Motion are conditioned upon Burwell entering into a Lease Agreement for the real estate as described herein.

13. The Debtor has entered into said APA with Burwell. It is dated February 14, 2019. A copy of the APA is attached to this Motion as **Exhibit A**.

14. The Debtor is a party to a Sale Contract with TCF Equipment Finance. The Contract involves an Okuma Millac CNC VMC Machine. The Debtor proposes to sell this equipment. The Debtor's proposal is to pay TCF Equipment Finance out of the proceeds of this sale.

15. The Debtor is a party to a Sale Contract with Wells Fargo Equipment Finance. The Contract involves an Okuma CNC Lathe. The Debtor proposes to sell this equipment. The Debtor's proposal is to pay Wells Fargo Equipment Finance out of the proceeds of this sale.

16. The Debtor is a party to a Sale Contract with HP Financial Services. The Contract involves a Server. The Debtor proposes to sell this equipment. The Debtor's proposal is to pay HP Financial Services out of the proceeds of this sale

17. The Debtor is a party to a Sale Contract with Bluco. The Contract involves 4 Welding (BM1) Tables. The Debtor proposes to sell this equipment. The Debtor's proposal is to pay Bluco out of the proceeds of this sale

18. The Debtor is a party to a Sale Contract with Chase. The Contract involves a 2014 Audi 07. The Debtor proposes to sell this vehicle. The Debtor's proposal is to pay Chase out of the proceeds of this sale.

19. The Debtor is a party to a Sale Contract with Central McGowan. The Contract involves a Trifecta Vaporizer Nitrogen System. The Debtor proposes to sell this equipment. The Debtor's proposal is to pay Central McGowan out of the proceeds of this sale.

20. The Debtor is a party to a Sale Contract with KLC Financial. The Contract involves a Roller. The Debtor proposes to sell this equipment. The Debtor's proposal is to pay KLC Financial out of the proceeds of this sale.

21. The Debtor is a party to a Sale Contract with Hewlett Packard. The Contract involves four (4) Engineering Computers. The Debtor proposes to sell this equipment. The Debtor's proposal is to pay Hewlett Packard out of the proceeds of this sale.

22. The Debtor has two (2) loans with Security Bank & Trust Company. Security Bank & Trust Co. has a Blanket Lien & Security Interest in the Debtor's assets. The Debtor proposes to pay Security Bank & Trust Company the balance owed to it from the proceeds of the Sale.

23. The Debtor proposes to pay SealedBid Marketing, Inc. its fee from the proceeds of this sale.

24. Debtor believes that an orderly sale of its assets is the best way to maximize the value and benefit of creditors and all parties in interest. Debtor believes that the proposed sale as outlined in this motion will produce a result that is superior to any other options that are currently available.

25. The Debtor's case was filed April 23, 2018. Since the case was filed, the Debtor has sought new financing options. Those efforts have not been successful in producing any proposal to acquire the Debtor or its assets. In addition, the Debtor has explored, without the

assistance of SealedBid Marketing, Inc., certain potential purchases. Those efforts have not been successful.

26. The Debtor's fixed assets and equipment were appraised by Kloster Appraisal. Kloster Appraisal has produced an appraisal of the Debtor's assets as of May 31, 2018. According to the appraisal, the forced liquidation value of the Debtor's machinery and equipment is \$1,400,000. The orderly liquidation value of the Debtor's machinery and equipment is \$1,900,000.

27. The Debtor is seeking authority to enter into this transaction and consummate it, with liens and encumbrances attaching to the proceeds to be received as a result of the sale.

28. The consideration for the sale of its assets shall be paid to the affected secured creditor(s) holding the security interest in the assets being sold. Debtor believes the proposed consideration under the sale is reasonable and fairly represents the value of the assets being sold under current market rates.

29. Debtor firmly believes that a prompt sale of its assets as described herein is in the best interests of creditors because it will maximize the value of those assets.

30. Bankruptcy Rules 6004(h) and 6006(d) provide that orders authorizing the sale of property or the assignment of executory contracts are stayed until the expiration of 10 days after the entry of an order approving the sale or assignment. A waiver is necessary to accommodate a prompt closing schedule and to allow for an orderly and prompt transition of the business. Accordingly, Debtor seeks an order from this court providing a waiver of the stay period imposed by Bankruptcy Rules 6004(h) and 6006(d).

31. The Debtor will provide to creditors and other parties of interest Notice of the proposed sale pursuant to Rule 2002(a) and (c), Rule 6004 and Rule 6006 of the Federal Rules of

Bankruptcy Procedure. Debtor has or will provide timely written notice in the form and manner specified by the separately filed bid procedures motion.

32. By this motion, Debtor requests that the Court enter an order, a proposed form of which is attached hereto, (the “Order”) which approves the following requested relief:

- (a) Authorizing Debtor to sell its rights in the assets specified in the Asset Purchase Agreement to Burwell pursuant to 11 USC §363 (the “Sale”); free and clear of all liens, claims, encumbrances and interests;
- (b) Approve the terms of the Asset Purchase Agreement between Debtor and Burwell;
- (c) Waiving the requirements of Bankruptcy Rules 6004(g) and 6006(d);
- (d) Authorizing Debtor to execute any additional documentation or to take whatever other action is necessary to effectuate and implement the Asset Purchase Agreement;
- (e) Granting such other and further relief as this Court may deem just and equitable.

33. Debtor reserves the right to file a supplemental memorandum of law or response in reply to objections, if any, that may be lodged with respect to the relief requested in this motion.

34. Pursuant to Local Rule 9013-2(c), the Debtor states that should testimony be necessary, the Debtor reserves the right to call the following witnesses:

- a. Ralph Millerbernd, President of the Debtor; and
- b. Brian Mumford.

35. This motion is accompanied by a memorandum of law, proposed order, and proof of service pursuant to Local Rule 9013-2(a).

WHEREFORE, the Debtor respectfully requests that this Court enter an order

- a. substantially in the form of the proposed order attached hereto; and
- b. granting such other and additional relief as the Court deems just and appropriate.

Respectfully submitted,

Dated: February 19, 2019.

STEVEN B. NOSEK, P.A.

/e/ Steven B. Nosek

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Attorneys for Debtor

VERIFICATION

I, Ralph Millerbernd, CEO of the Debtor named in the foregoing pleading, declare under penalty of perjury that the foregoing pleading is true and correct according to the best of my knowledge, information and belief.

Dated: 2-19-19


Ralph Millerbernd, CEO

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made this 14 day of February, 2019, by and between MILLERBERND SYSTEMS, INC., a Minnesota corporation with offices at 330-6th Street South, Winsted, MN 55395 ("Seller"), and Burwell Enterprises, LLC or one of its affiliates, a Minnesota Limited Liability Company, with offices at 8500 Normandale Lake Blvd, Ste 1750, Bloomington, MN, or entity to be formed ("Buyer").

RECITALS

WHEREAS, Seller operates a custom fabrication, welding, and manufacturing business (the "Business") known generally as Millerbernd Systems, located in Winsted, Minnesota, certain assets of which business Seller desires to sell; and

WHEREAS, Buyer desires to purchase the majority of assets of Seller's business at terms mutually agreeable to Buyer and Seller; and

WHEREAS, Seller is a Debtor-in-Possession under Chapter 11 Case No. 18-41286 (the "Bankruptcy Case") filed April 23, 2018, in the United States Bankruptcy Court, and a Motion to Sell Assets Free and Clear of Liens, Claims, Encumbrances (the "Motion to Sell") will be filed in the Bankruptcy Case, seeking Bankruptcy Court approval of the transaction contemplated by this Agreement; and

WHEREAS, Buyer and Seller desire to document the terms of said purchase in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree that:

ARTICLE I AGREEMENT TO PURCHASE AND SELL

Section 1.1 Buyer shall purchase from Seller and Seller shall sell, transfer and deliver to Buyer at the time and place and for the price as set forth below, the following assets (collectively, the "Assets"):

A. All of Seller's Current Accounts Receivable on Closing Date, including but not limited to the items listed on attached Exhibit A ("Current Accounts Receivable");

B. All of Seller's inventory, store of parts and supplies, and all goods held for sale, including work in process on the Closing Date as herein defined under Section 1.2, including but not limited to the items listed on attached Exhibit B ("Inventory");

C. All of Seller's trade fixtures; plant machinery and equipment such as maintenance equipment, machining centers, tools and tooling shop and maintenance equipment; office equipment and furniture; tools, parts inventory and supplies; and all other assets used or useful in the operation of the Business, other than the Inventory, including

but not limited to the items listed on the “Kloster List” attached hereto as Exhibit C (“Equipment”);

D. All of Seller’s rights, title and interest in and to all intangible assets and intellectual property rights, names utilized by the Business and derivatives thereof, lists of customers, suppliers and vendors, user IDs, passwords, telephone numbers, website, email addresses, post office box, names, trademarks and copyrights; sales, signs, displays, advertising and promotional materials; studies, products tests, research and information related to or concerning products developed by or for, or sold by Seller; such leases and contracts as Buyer elects to assume; social media accounts and other intangible assets, including but not limited to those items listed on attached Exhibit D (“Intangible Assets”);

E. All of Seller’s books and records relating to the Assets or the Business including without limitation, lists of customers, suppliers and vendors, and records with respect to pricing, volume, payment history, cost, inventory, machinery and equipment, mailing lists, distribution and customer lists, sales, purchasing and materials, warranties, and including both hard copies and any such records which are maintained on computer (“Books and Records”). Seller shall for a period of five (5) years from the date of closing, upon reasonable notice to Buyer, have access to Books and Records of the Business covering all periods prior to the date of closing.

Section 1.2 On the Closing Date, which is targeted to be no later than thirty (30) calendar days after the fully executed Asset Purchase Agreement has been approved by the United States Bankruptcy Court (the “Closing Date”), subject to the terms and conditions set forth in this Agreement, Seller agrees to sell assign, transfer and convey to Buyer, and Buyer agrees to purchase the Assets for the sum of \$2,250,000.00 (the “Purchase Price”), which Buyer shall pay in immediately available funds on the Closing Date. Time is of the essence.

Section 1.3 Buyer is delivering simultaneous with the execution of this Agreement five percent (5%) of the Purchase Price. Such amount is referred to herein as the “Bid Deposit” and be payable by certified or cashier’s check made payable to Steve B. Nosek IOLTA trust account. If Buyer is notified by SealedBid of the acceptance of Buyer’s bid offer with respect to Seller, the Buyer must deliver to SealedBid, by certified or cashier’s check made payable to Steven B. Nosek IOLTA trust account or by wire transfer of immediately available funds, within three (3) business days after such notification, an additional deposit equal to five percent (5%) of the Purchase Price. Both the initial 5% Bid Deposit plus the additional deposit of 5%, collectively ten percent (10%) of the Purchase Price will then be held as the “Earnest Money” and the deposit of additional Earnest Money will not be required. Except as otherwise expressly provided in this Agreement, the Earnest Money shall be non-refundable to Buyer. The Earnest Money shall be applied to the Purchase Price at the Closing Date, and the balance of the Purchase Price shall be paid by Buyer by certified or cashier’s check made payable to Steven B. Nosek IOLTA trust account or wire transfer of immediately available funds at the Closing, subject to the credits, adjustments and prorations herein provided.

Section 1.4 Buyer’s obligations hereunder are not conditioned or contingent upon the occurrence of anything other than those items stated in Section 3.1 below. The purchase price for the Assets shall be allocated among various components according to the schedule attached hereto

as Exhibit E. Each of the parties hereto agrees to report this transaction consistently with the said allocation, specifically including for income tax purposes.

Section 1.5 The Purchase Price stated in Section 1.2 for the Assets includes payment for Inventory. Seller agrees that between the Agreement date and the date of closing it has and shall conduct its business in the ordinary course and shall not sell or convey any Assets other than Inventory; no Assets other than Inventory sold in accordance with this paragraph shall be moved from the Business location of Seller following the date of this Agreement. Before Closing Date, Buyer and Seller will agree on final balance of current accounts receivable and targeted inventory. Seller shall provide to Buyer on the date of closing a general warranty bill of sale for all Assets.

ARTICLE II TIME AND PLACE OF CLOSING

Section 2.1 The closing of the transaction contemplated by this Agreement (the "Closing") shall take place on a business day selected by Seller and Buyer following satisfaction of each of the conditions precedent set forth in Article III, unless extended as directed by the Bankruptcy Court with prior written notice to Buyer. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date". Steven B. Nosek IOLTA trust account shall act as escrow agent at the Closing (the "Escrow Agent"). Seller shall elect, at its option, either to hold a physical Closing at a location designated by Seller or to conduct the Closing by requiring both Buyer and Seller to deliver the respective executed documents required under this Agreement prior to, at the time of, the Closing Date.

Section 2.2 At the Closing, Seller shall deliver to Buyer the following:

A. A Bill of Sale and Assignment for all of the Assets to be transferred by Seller to Buyer, including but not limited to such Assignments (including intellectual property assignments) and other instruments as may be necessary to file with appropriate governmental agencies in order to perfect Buyer's ownership of the Assets, free and clear of all liens, judgments and encumbrances or as otherwise necessary to transfer the Assets.

B. Proof satisfactory to Buyer that all transactions contemplated by this Agreement are and will be approved under the Bankruptcy Case and by the shareholders of Seller and as may further be required.

C. Such other instruments and documents as may be required by any other provisions of this agreement or reasonably necessary to accomplish performance of this agreement and all other agreements contemplated hereby, including but not limited to the following: corporate resolutions; standard seller's affidavit; and certificate as to non-foreign status.

Section 2.3 At the Closing, Buyer shall deliver to Seller the following:

A. Immediately available funds equal to the Purchase Price for the Assets.

B. A resolution of the board of directors of Buyer authorizing Buyer to enter into this Agreement and to purchase the Assets on the terms and conditions set forth herein.

C. Such other instruments and documents as may be required by any other provision of this Agreement or reasonably necessary to accomplish the performance of this Agreement and all other agreements contemplated hereby.

ARTICLE III CONDITIONS PRECEDENT

Section 3.1 The obligations of Buyer hereunder are conditioned upon the following:

A. As of the Closing Date, no suit, action or claim shall have been instituted, taken or presented against Seller's business which results or reasonably may result in a material adverse effect or a material disruption of the Business. From the date hereof to the Closing Date, there shall have been no material adverse changes in Seller's business.

B. Seller must obtain from the United States Bankruptcy Court approval satisfactory to Buyer authorizing the sale of all Assets to Buyer in accordance with this Agreement, free and clear of all liens, judgements, or encumbrances or any kind or nature.

C. All of the representations and warranties of Seller contained in this Agreement shall be true, correct and complete as of the date hereof and shall be true, correct and complete as of Closing. Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date, including, without limitation, conducting Seller's business in the ordinary course as set forth in Section 1.5 hereof.

D. Seller and Buyer shall have executed a triple net lease (the "Lease") for the current location of the Business for an initial term of five years (the "Initial Term") with a five-year option to renew (together with the Initial Term the "Term") and otherwise on terms and conditions mutually satisfactory to Seller and Buyer.

E. Seller and each shareholders shall have entered into a non-compete, non-solicitation and non-disparagement agreement with Buyer pursuant to Article V hereof.

F. All encumbrances, including the encumbrances listed on Schedule 6.1(b) attached hereto and any and all associated UCC financing statements associated therewith relating to the Assets (the "Encumbrances") shall have been released in full and Seller shall have delivered to Buyer written evidence, in form satisfactory to Buyer in its sole discretion, of the release of such Encumbrances.

ARTICLE IV ADDITIONAL AGREEMENTS OF SELLER

Section 4.1 Seller agrees that from the date hereof to the time of Closing, it will cause Seller's business to:

A. Maintain in full force and effect adequate insurance of the type and character and in the amounts hereto carried by it.

B. Use its best efforts to take such action as may reasonably be necessary and appropriate so as to preserve the good will of Seller's business and its present customers and business reputation.

C. Use its best efforts to maintain the financial condition of Seller's business in substantially its present status.

Section 4.2 From the date hereof until the time of Closing, Seller shall (a) afford Buyer and its officers, employees, consultants, financial advisors, counsel, accountants and other agents (the "Representatives") of Buyer full and free access to and the right to inspect all of the real property, Assets, books and records, contracts and other documents and data related to the Assets; and (b) furnish Buyer and its Representatives with such financial, operating and other data and information related to the Business Assets including the customer and vendor relationships as Buyer or any of its Representatives may reasonably request. Any investigation pursuant to this Section 4.2 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business or any other businesses of Seller.

ARTICLE V COVENANT NOT TO COMPETE

Section 5.1 Seller and its shareholders agree to enter into a non-compete, non-solicitation and non-disparagement agreement in form and substance satisfactory to Buyer, to be negotiated between said parties and Buyer and executed on the date of closing. Execution of said agreement is a condition to Buyer's closing of this Agreement, as specified in Section 3.1 above.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF SELLER

Section 6.1 Seller represents and warrants to Buyer that the statements contained in this Article VI are true, correct and complete as of the date hereof and shall be true, correct and complete as of Closing:

A. Organization and Authorization. Seller is duly incorporated under the laws of the State of Minnesota. Seller has full right, power and authority to sell the Assets, Inventory and Accounts Receivable to Buyer, subject only to Bankruptcy Court approval as stated in the introductory Recitals to this Agreement. The execution and delivery of this Agreement and the sale, transfer and other actions contemplated hereunder have been duly authorized by all requisite action of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. That on the Closing Date, Seller shall have fee simple interest in all Assets and be permitted to convey the Assets to Buyer free and clear of all liens, claims and encumbrances.

B. Each tangible asset is in good operating condition and repair (subject to normal wear and tear) and is suitable for the purposes for which it presently is used.

C. To the best of its knowledge Seller has complied, and is now complying, with all applicable federal, state and local laws and regulations applicable to ownership and use of Assets and operation of the Business.

D. There are no pending or threatened claims, actions, suits, proceedings or investigations affecting Seller or the Assets other than Seller's Chapter 11 Bankruptcy case.

E. That there are no union contracts or negotiations affecting the employees of Seller's business.

F. That all federal, state and local tax returns required to be filed by Seller have been, or will be, duly filed and that in the event of audit by federal, state or local tax authorities affecting Seller's business and a determination that additional taxes are due for any years prior to the date hereof, Seller will pay said additional taxes due and, notwithstanding any other provision of this Agreement, indemnify and hold Buyer harmless for said taxes due. The said warranty and obligation to indemnify shall include, but not be limited to, income taxes, sales taxes, payroll taxes, license fees and any other taxes or fees required to be paid by municipal, state or federal ordinance, statute or regulation.

G. That between the date of execution hereof and the Closing Date (i) all actions and transactions by Seller, by or on behalf of Seller's business, would have been in the regular course of business and consistent with past practices, (ii) no loan will have been made to Seller or by Seller affecting the said business, and (iii) no contracts affecting said business shall have been entered into by Seller, except contracts for inventory and supplies in the regular course of business and as specifically permitted under this Agreement.

H. That Seller shall be responsible for all loans, liens, judgments, accounts payable and other financial obligations of the Business; Buyer is not purchasing or acquiring in any manner the debts, liabilities, contracts or other obligations of Seller or the Business, except to the extent specifically set forth herein, if any.

I. Seller has not made any agreement or taken action, which may cause anyone to become entitled to a commission as a result of the transaction contemplated by this Agreement except for the accomplishment fee payable SealedBid Marketing, Incorporated by Seller at Closing.

J. The financial statements of Seller provided by Seller to Buyer (i) are based on the books and records of Seller, (ii) fairly present the financial condition of Seller as of the respective dates they were prepared and the results of the operations of Seller for the periods indicated and (iii) do not contain any intentional or unintentional misrepresentation of the financial condition of Seller.

ARTICLE VII REPRESENTATIONS AND WARRANTIES OF BUYER

Section 7.1 Buyer represents and warrants to Seller as that the statements contained in this Article VII are true, correct and complete as of the date hereof and shall be true, correct and complete as of Closing:

A. Buyer is duly formed, organized or incorporated under the laws of the state of its formation, organization or incorporation. Buyer has full power and authority to

execute and deliver this legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with its terms;

B. Buyer has the financial resources to consummate the transaction contemplated by this Agreement and to pay the Purchase Price and Buyer has funds available (either cash or on hand or pursuant to committed financing agreements, which do not contain any material qualification to a lender's obligation to advance funds to Buyer) to satisfy all of its obligations under this Agreement; and

C. Buyer has not made any agreement or taken any action, which might cause anyone, to become entitled to a commission as a result of the transaction contemplated by this Agreement.

ARTICLE VIII

DISCLAIMER OF WARRANTIES "AS IS, WHERE IS" CONVEYANCE

Section 8.1 Buyer acknowledges and confirms that, throughout the period prior to submitting its Bid, Buyer has been afforded the opportunity to review all necessary due diligence information relating the Seller, its business operations, Assets, Inventory and Accounts Receivable. Seller has also made available both historical and current financial information for Seller. Buyer acknowledges and agrees with Seller that Buyer is purchasing the Assets, Inventory and Accounts Receivable in a "as -is" and "where-is" conditions "with all faults" and with all latent and patent defects, and specifically and expressly without any warranties, representations or guaranties, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of Seller, except the representations and warranties set forth in this Agreement. Buyer acknowledges that it has not relied, and not relying upon, any information, financial data, document, sales brochures or other literature, projections, pro forma statement, representation, guaranty or warranty (whether express or implied, oral or written, material or immaterial) that may have been given by or made by or on behalf of Seller.

Section 8.2 Buyer hereby acknowledges that it shall not entitled to, and may not rely upon, Seller or its agents or representatives, including SealedBid Marketing, Incorporated, as to (i) the quality, nature, adequacy, state of repair or physical condition of the Assets, Inventory or Accounts Receivable; (ii) the zoning or legal status of location of Seller; (iii) the suitability or adequacy of Seller for any specific use; (iv) the operation's compliance with any applicable labor laws or building codes; or (v) condition of title to the Assets, Inventory or Accounts Receivable, except the representations and warranties set forth in this Agreement.

Section 8.3 Buyer acknowledges that it has been Buyer's responsibility to undertake such due diligence and to make such legal, factual and other inquiries and investigations as Buyer deemed necessary, desirable or appropriate with respect to purchasing the Business, including any agreements pertaining to the Business.

Section 8.4 Without in any way limiting the generality of the preceding subsections of this Section, Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had or may have against Seller with respect to the condition of the Business, its Assets or Inventory, either patent or latent, as well as Buyer's ability or inability

to obtain or maintain existing licensing agreements, or other licenses for the use or operation of the Business, and/or certificates of compliance of the Business, or the actual or potential income or profits to be derived from the Business now or hereafter.

ARTICLE IX
BREACH OF AGREEMENT; CONDITIONS PRECEDENT

Section 9.1 In the event the purchase and sale hereunder is not consummated by reason of (i) Seller's default in any material obligation under the Agreement, (ii) failure of each of the Conditions Precedent set forth in Article III to have been satisfied prior to Closing Date (approval of Bankruptcy Court) or (iii) the repudiation of this Agreement by Seller, the parties hereto agree that, upon receipt of written notice from Buyer to Sealed Bid, Steven B Nosek IOLTA trust account shall deliver the Earnest Money to Buyer, and Buyer's exclusive remedy, absent actual fraud, shall be limited to a return of the Earnest Money as full liquidated damages for Seller's default. The parties hereto expressly acknowledge that it is impossible to estimate more precisely the damage to be suffered by Buyer upon Seller's default, and the return of the Earnest Money shall be Buyer's sole remedy, absent actual fraud.

Section 9.2 Breach of Agreement by Buyer. In the event the purchase and sale hereunder is not consummated by reason of Buyer's default under this Agreement, or as a result of the repudiation of this Agreement by Buyer, the parties hereto agree that, upon receipt of written notice from Seller to Steven B. Nosek, Steven B, Nosek trust account shall deliver the Earnest Money to Seller as full liquidated damages for Buyer's default. The parties hereto expressly acknowledge that it is impossible to estimate more precisely the damage to be suffered by Seller upon Buyer's default, and that the Earnest Money is intended not as a penalty, but as full liquidated damages. The parties further acknowledge that the amount of the Earnest Money represents a reasonable estimate by the parties of the amount of the probable loss that Seller would be expected to suffer in the event the purchase and sale of the Assets contemplated under this Agreement is not consummated because of Buyer's default. Buyer hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller to recover the Earnest Money or any part thereof on the grounds that it is unreasonable in amount or that its retention by Seller is a penalty and not a reasonable determination by the parties of liquidated damages.

ARTICLE X
MISCELLANEOUS

Section 10.1 Buyer shall be permitted to use the trade names used by the Seller, including but not limited to the names set forth on attached Exhibit C and including derivations thereof, and Seller agrees that, immediately following closing, it shall terminate any assumed name certificate for such name and execute at closing assignments and consent to use of name and any other documents reasonably required by Buyer to permit Buyer sole and exclusive rights to such names.

Section 10.2 In the event that Seller's business is destroyed or substantially damaged by fire or any other cause before the Closing Date, this Agreement shall become null and void, at Buyer's option, and in such event Buyer shall be entitled to a full refund of the Earnest Money.

Section 10.3 Except as herein specifically set forth, Buyer and Seller mutually agree that pro rata adjustments of insurance, water and sewage, and current operating expenses including but not limited to electricity, telephone, gas and wages, shall be made as of the date of possession.

Section 10.4 The parties hereto agree that the date of possession shall be the Closing Date. Seller shall deliver at closing, possession of all the Assets together with all of Seller's keys to all doors and locks, passwords, and any other thing necessary or convenient for Buyer's use of the Assets.

Section 10.5 The parties hereto agree that Buyer shall be responsible for all debts and obligations of the Business accrued from and after the Closing Date, and shall receive all income of Seller's business after that date; this Section 10.5 is not intended to modify the agreement of the parties set forth in Section 1.2 above.

Section 10.6 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns, but not to the benefits of any third parties.

Section 10.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

Section 10.8 This Agreement shall not be altered or amended, except pursuant to an instrument in writing signed by all of the parties hereto.

Section 10.9 The parties hereto agree that all representations, warranties and agreements set forth in this Agreement shall survive the execution thereof and shall survive closing and signing of any documents of conveyance called for herein.

Section 10.10 Buyer and Seller shall each be individually liable for their own counsel fees, brokerage fees, and other costs and expenses relating to this sale and the covenants herein contained.

Section 10.11 This Agreement and the exhibits annexed hereto and made a part hereof contain the entire Agreement between the parties hereto with respect to the purchase and sale contemplated herein and supersede all prior agreements or understandings between the parties hereto relating to the subject matter herein.

Section 10.12 As of the Closing Date, Seller shall terminate employment of all its employees. Buyer may, at its sole discretion, initiate the employment of any of Seller's employees on such terms and conditions Buyer may choose. Seller shall be responsible for paying any and all accrued benefits, including vacation time, to existing employees prior to the Closing Date. Any employee whose employment shall be so initiated by Buyer shall not carry over any accrued benefits except as otherwise may be specifically provided for between such employee and Buyer. Seller shall disclose to Buyer prior to closing any employees who have been terminated in the past who have filed or to Seller's knowledge may be filing for unemployment insurance benefits. Notwithstanding any other provision of this Agreement, Seller shall indemnify Buyer against payment of wages and all employment related issues, such as payroll taxes, workers compensation,

unemployment compensation, accrued vacation, sick time and other benefits, and other claims by employees for the period prior to the Closing Date.

Section 10.13 Buyer shall be responsible for obtaining, at its sole expense, any licenses, permits and authorizations (collectively, the “Licenses”) required to manage and/or operate a business at the Winsted, MN location to the extent permitted by applicable law. Seller agrees to cooperate with and assist Buyer in the transition of any applicable Licenses.

Section 10.14 Buyer’s failure to obtain such Licenses prior to the Closing shall in no way delay Closing and shall not release Buyer from its obligations to consummate this Agreement.

Section 10.15 This Agreement shall be governed by and construed and enforced in accordance with laws of the State of Minnesota.

Section 10.16 Buyer acknowledges that all information supplied by or on behalf of Seller (“Business Information”) is confidential and is to be kept confidential by Buyer and each person and entity receiving the same. By accessing Business Information in any form, Buyer shall be deemed to consent to the provisions of this Section and the previously executed Confidentiality Agreement; provided, however, that such party may disclose Business Information on a “need to know” basis to the following persons and entities, provided that they first agree to keep Business Information “confidential”: (a) the employees, officers, and members of such party or the party’s affiliates; (b) third parties being utilized to review the Business Information; or (c) third parties providing financing or financial review for the potential transaction. This Section 10.16 shall automatically terminate upon Closing.

Section 10.17 Time is of the essence in the performance of each and every obligation of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

BUYER'S ADDRESS:
[PRINT BUYER'S ADDRESS BELOW]

Burwell Enterprises, LLC
8500 Normandale Lake Blvd, Ste 1750
Bloomington, MN 55437

BUYER: Burwell Enterprises, LLC or one
of its affiliates
[PRINT THE NAME OF THE INDIVIDUAL OR
BUSINESS ENTITY INSERTED ON PAGE 1 OF
THIS CONTRACT]

By: R. Peter Burwell
[SIGNATURE OF BUYER (IF AN
INDIVIDUAL) OR PERSON AUTHORIZED TO
SIGN ON BEHALF OF THE BUSINESS
ENTITY]

PRINT NAME: R. Peter Burwell
[IF BUYER IS A BUSINESS ENTITY, PRINT
NAME OF PERSON SIGNING THIS
AGREEMENT]


TITLE: President
[PRINT THE TITLE OF A PERSON SIGNING
ON BEHALF OF A BUSINESS ENTITY]

Tel # (Work): (612) 300-3348
Tel # (Cell): (952) 887-1826
Email: ajsaigh@burwellenterprises.com
(Controller)

DATE SIGNED
BY BUYER February 14, 2019

[BUYER'S SIGNATURE PAGE]

SELLER: MILLERBERND SYSTEMS

By: 
Name: Ralph Millerbernd
Title: CEO
Tel # (Work): (320) 485-2685
Email: ralph @ millerbernd . com

DATE SIGNED

BY SELLER 2-14, 2019

[SELLER'S SIGNATURE PAGE]

EXHIBIT A

CURRENT ACCOUNTS RECEIVABLE

Purchase Price will include \$600,000 of Accounts Receivable ("Targeted AR"), subject to an actual Accounts Receivable ("Closing AR"), at time of Closing. If the Closing AR is greater than the Targeted AR, the final Purchase Price shall be adjusted upward accordingly. If the Closing AR is less than the Targeted AR, the final Purchase Price shall be adjusted downward accordingly.

EXHIBIT B

INVENTORY

Purchase Price will include \$750,000 of Inventory ("Targeted Inventory"), subject to an actual physical count of Inventory ("Closing Inventory"), prior to or at time of Closing. If the Closing Inventory is greater than the Targeted Inventory, the final Purchase Price shall be adjusted upward accordingly. If the Closing Inventory is less than the Targeted Inventory, the final Purchase Price shall be adjusted downward accordingly.

EXHIBIT C

EQUIPMENT

Trade Fixtures, Plant Machinery and Equipment List to be attached prior to, upon execution of the Asset Purchase Agreement by Seller and Buyer

EXHIBIT D

INTANGIBLE ASSETS

Names, Trademarks, Service Marks, Copyrights:

Millerbernd Systems
Millerbernd Laser
Millerbernd Lighting
Millerbernd Automation
Millerbernd Design and Fabrication

Leases and Contracts to be Assumed:

List of Leases and Contracts to be assumed to be agreed to and attached prior to the Closing Date of the transaction per the Asset Purchase Agreement.

Website, email addresses, telephone numbers, etc.:

User Name	Phone Number
Voice Portal (Voice Portal)	320-485-5479
Paging Over head	320-485-5477
A (A)	320-485-5476
Voice Mail Main line	320-485-5475
# (Shipping)	320-485-5474
MILLERBERND SYSTEMS (Hunt Group)	320-485-5473
Over (Roll)	320-485-5472
# (main)	320-485-5471
Mumford Brian	320-485-5463
Shop Machine	320-485-5462
Millerbernd Al	320-485-5461
NW Shop	320-485-5460
Room Lunch	320-485-5459
Currimbhoy Farid	320-485-5458
Conf Room Laser Dept	320-485-5457
Belinsky Mike	320-485-5455
Lankki Gary	320-485-5454
Manson Ed	320-485-5453
Miller Jon	320-485-5452

User Name	Phone Number
Brandstetter Blake	320-485-5451
Zimmermann Sam	320-485-5450
Guenningman Gary	320-485-5449
Lankki Gary	320-485-5448
Schaffer Jeannie	320-485-5447
Menden Jonathan	320-485-5446
Cochran Aaron	320-485-5445
Marceau Isaac	320-485-5444
McGinnis Debra	320-485-5443
Station Forming	320-485-5442
Brandel Scott	320-485-5441
Shop Lighting	320-485-5439
Building Shipping	320-485-5438
Area Laser	320-485-5437
Shop West	320-485-5436
Bloss Bernie	320-485-5435
McGhee Michael	320-485-5434
Chad Pichotta	320-485-5433
Hooker Matt	320-485-5432
Johnson Jeremy	320-485-5431
Dangal Hemanta	320-485-5430
Conf Table Paul	320-485-5428
Stifter Paul	320-485-5427
Bruggman Frank	320-485-5426
Kupka Dave	320-485-5425
Room Conference	320-485-5424
Hatrick Joe	320-485-5423
Briesemeister Gary	320-485-5422
Arens Keith	320-485-5421
Deopere Kevin	320-485-5420
Biske Larry	320-485-5419
Bodin Ron	320-485-5418
Zimmermann Sam	320-485-5417
Scharpe Lisa	320-485-5416
Herrin Steve	320-485-5415
Hawkenson Chad	320-485-5413
Resources Human	320-485-5412
Vukelich Greg	320-485-5411
Shirk Dave	320-485-5409
Boettcher Jackie	320-485-5408
Quigley Susan	320-485-5407
Bush Dan	320-485-5406
#3 Shop Door	320-485-5405
Bayerl Rich	320-485-5404

User Name	Phone Number
Eshleman Bill	320-485-5403
Millerbernd Brad	320-485-5402
Millerbernd Ralph	320-485-5401
Koch Jennie	320-485-5400
# (Main)	320-485-2685

Domain Name	Expiration	Status
millerbernd.com	13-Sep-20	Active - Primary Web and Email
millerberndlighting.com	17-Jun-19	Inactive - Email domain only
millerberndsystems.com	17-Feb-19	Inactive

DISPLAY NAME	EMAIL ADDRESS	Active	Notes
6000 Laser	Laser6000@millerbernd.com	Y	
Aaron Cochran	acochran@millerbernd.com	Y	
Aaron Millerbernd	aamillerbernd@millerbernd.com		
Adam Nowak	anowak@millerbernd.com	Y	
admin	admin@millerbernd.com	Y	administrative
Administrator	Administrator@millerbernd.com	Y	administrative
AJ Montes	amontes@millerbernd.com	Y	
Alan Millerbernd	amillerbernd@millerbernd.com	Y	
Andrew Hemenway	ahemenway@millerbernd.com		
AP	AP@millerbernd.com	Y	
Bernie Bloss	bbloss@millerbernd.com	Y	
Bill Eshleman	beshleman@millerbernd.com		
Blake Brandstetter	bbrandstetter@millerbernd.com	Y	
Brad Millerbernd	bmillerbernd@millerbernd.com	Y	
Brian Mumford	bmumford@millerbernd.com	Y	
Bryan Schaust	bschaust@millerbernd.com	Y	
Carrie Blomer	cblomer@millerbernd.com		
Chad Pichotta	cpichotta@millerbernd.com		
Dan Bush	dbush@millerbernd.com		
Dave Brummond	dbrummond@millerbernd.com	Y	
Dave Kupka	dkupka@millerbernd.com	Y	
Dave Shirk	dshirk@millerbernd.com	Y	
Debra McGinnis	dmcginnis@millerbernd.com	Y	
Dennis Derdoski	dderdoski@millerbernd.com		
Edward Manson	emanson@millerbernd.com		
Farid Currimbhoy	fcurrimbhoy@millerbernd.com	Y	
Forming Station	forming@millerbernd.com	Y	
Frank Bruggman	fbruggman@millerbernd.com	Y	
Gary Briesemeister	gbriesemeister@millerbernd.com	Y	
Gary Guennigsman	gguennigsman@millerbernd.com	Y	
Gary Lankki	glankki@millerbernd.com		
Glen Swanson	gswanson@millerbernd.com		

DISPLAY NAME	EMAIL ADDRESS	Active	Notes
Greg Misson	gmission@millerbernd.com	Y	relay account
Greg Vukelich	gvukelich@millerbernd.com		
Heidi Maki	hmaki@millerbernd.com		
Hemanta Dangal	hdangal@millerbernd.com		
Human Resources	HR@millerbernd.com	Y	
info	info@millerbernd.com	Y	
Isaac Marceau	imarceau@millerbernd.com		
Jackie Boettcher	jboettcher@millerbernd.com	Y	
Jan Millerbernd	jmillerbernd@millerbernd.com	Y	
Jeannie Schaffer	jschaffer@millerbernd.com		
Jeff Scharlemann	jscharlemann@millerbernd.com		
Jeffery Huhn	jhuhn@millerbernd.com		
Jennie Koch	jkoch@millerbernd.com	Y	
Jeremy Johnson	jjohnson@millerbernd.com		
Jill Millerbernd	jill@millerbernd.com	Y	
Joe Hatrick	jhatrik@millerbernd.com	Y	
Jon Miller	jmiller@millerbernd.com	Y	
Jonathan Menden	jmenden@millerbernd.com	Y	
Justin Conklin	jconklin@millerbernd.com		
Kevin Deopere	kdeopere@millerbernd.com	Y	
Larry Biske	lbiske@millerbernd.com	Y	
Lisa Scharpe	lscharpe@millerbernd.com	Y	
Machine Shop	machineshop@millerbernd.com	Y	
Matt Hooker	mhooker@millerbernd.com		
Mike Belinsky	mbelinsky@millerbernd.com	Y	
Mike McGhee	mmcghee@millerbernd.com	Y	
Mitch Mochinski	mmochinski@millerbernd.com		
Paul Stifter	pstifter@millerbernd.com	Y	
Ralph Millerbernd	rmillerbernd@millerbernd.com	Y	
Rich Bayerl	rbayerl@millerbernd.com	Y	
Ron Bodin	rbodin@millerbernd.com		
Sam Zimmermann	szimmerman@millerbernd.com	Y	
Scott Brandel	sbrandel@millerbernd.com		
Shelley Dressen	sdressen@millerbernd.com		
Susan Quigley	squigley@millerbernd.com	Y	
Test- Exchange	Test@millerbernd.com	Y	administrative for monitoring
Todd DeTuncq	tdetuncq@millerbernd.com		
Trent Beito	tbeito@millerbernd.com		
Tyler Johnson	tjohnson@millerbernd.com		

EXHIBIT E

ALLOCATION OF PURCHASE PRICE

Inventory	\$ 750,000 (subject to actual at Closing)
Accounts Receivable	\$ 600,000 (subject to actual at Closing)
Equipment	\$ 900,000
Intangible Assets	\$ 0
Books and Records	\$ 0
Total	\$ 2,250,000

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:	BKY No. 18-41286
Millerbernd Systems, Inc.,	Chapter 11
Debtor.	

**MEMORANDUM OF LAW IN SUPPORT OF MOTION TO SELL ASSETS
FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES**

This Memorandum is submitted in support of Debtor’s motion to sell assets free and clear of liens, claims and encumbrances. The facts supporting the relief requested are set forth in the verified Motion.

I. THE PROPOSED SALE IS A REASONABLE EXERCISE OF BUSINESS JUDGMENT AND WARRANTS APPROVAL PURSUANT TO 11 U.S.C. §363

The proposed sale is in the best interest of the estate. Such a sale is governed by 11 U.S.C. §363(b)(1), which provides, in relevant part, that “[t]he trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” In determining whether to authorize the sale of property, courts evaluate whether sound business purpose underlies the proposed sale.¹ When a sound business purpose exists, and the sale is made in good faith, a sale pursuant to §363(b)(1) of the Bankruptcy Code should be approved. The burden of establishing a rational business justification rests with the movant.² However, once such a showing is made, a presumption will attach that the decision was made on an informed

¹ *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999). See also *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 178 (D. Del. 1991) (affirming decision permitting debtor to sell assets where sound business reasons supported the sale); See *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143 (3d Cir. 1986); *Four B. Com. v. Food Barn Stores, Inc. (In re Food Barn Stores, Inc.)*, 107 F.3d 558, 567 n.16 (8th Cir. 1997); *Stephens Industries, Inc. v. McClung*, 789 F.2d 386 (6th Cir. 1986); *In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991); *In re Continental Air Lines, Inc.*, 780 F.2d 1223 (5th Cir. 1986); *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983); *In re Crystallin LLC*, 293 B.R. 455, 463-64 (8th Cir. B.A.P. 2003); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169 (D. Del. 1991).

² *Lionel*, 722 F.2d at 1070-71.

basis, in good faith and in the honest belief that the action was in the best interest of the company.³

In the instant case, the Debtor submits that sound business justification exists which merits judicial approval of the proposed sale. To the best of the Debtor's knowledge, the sale price is reasonable and negotiated at arm's length. Therefore, the Debtor requests the Court approve the proposed sale as it is fair and reasonable under the circumstances.

II. THE FACTS SUPPORT A SALE FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES

In order to facilitate the sale, a prompt and efficient sale needs to be made free and clear of liens, claims and encumbrances pursuant to §363(f) of the Bankruptcy Code, with any such liens, claims, encumbrances, or interests to attach to the sale proceeds thereof. Specifically, §363(f) of the Bankruptcy Code provides:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

- (1) applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

To facilitate the proposed sale, the Debtor seeks authorization to sell such rights free and clear of any and all liens, claims and encumbrances, with such liens, claims and encumbrances to attach to the net proceeds of such sale with the same rights and priorities therein. A sale under

³ See, e.g., *Official Committee of Subordinated Bondholders v. Integrated Resources, Inc.* (In re Integrated Resources, Inc.), 147 B.R. 650,656 (S.D.N.Y. 1992), appeal dismissed, 3 F.3d 49 (2d Cir. 1993).

§363(f) only necessitates meeting one of the five conditions of the disjunctively written Bankruptcy Code section.⁴

Under §363(f)(2) of the Bankruptcy Code, a sale free and clear of all liens, claims, encumbrances and interests is permissible if all parties asserting liens on or other interests in the assets to be sold consent. The Debtor is providing proper notice of this transaction and giving all interested parties an opportunity to object. Accordingly, the requirements of §363(f)(2) are satisfied with such notice and the absence of objection.⁵ Further, to the extent consent is not obtained, §363(f)(5) permits lien extinguishment if any party asserting an interest in the assets could be compelled to accept monetary satisfaction of such interest in a legal or equitable proceeding without full satisfaction of the debt. Any such claims to the Debtor's assets could be resolved by such means. Accordingly, the proposed sale satisfies the statutory prerequisites of §363(f) of the Bankruptcy Code and should be given such status.

III. BUYER IS ENTITLED TO GOOD FAITH STATUS PURSUANT TO §363

Section 363(m) of the Bankruptcy Code protects the sale of a debtor's property to a good faith purchaser. Section 363(m) provides,

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

Although the Bankruptcy Code does not define "good faith purchaser," the Third Circuit has noted that the phrase "encompasses one who purchases in 'good faith' and 'for value.'"⁶

⁴ 11 U.S.C. §363(f). See *Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) ("[Section 363(f)] is written in the disjunctive, not the conjunctive. Therefore, if any of the five conditions of §363(f) are met, the Trustee has the authority to conduct the sale free and clear of all liens.").

⁵ See *Veltman v. Whetzal*, 93 F. 3d 517, 521 (8th Cir. 1986) citing *In re Tabone, Inc.*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994); *In re Elliot*, 94 B.R. 343, 345 (E.D. Pa. 1988); *In re Shary*, 152 B.R. 724, 725-26 (Bankr. N.D. Ohio 1993).

⁶ *In re Abbotts Dairies of Pa., Inc.*, 788 F.2d at 147.

Further, the recognized type of misconduct that would destroy a purchaser's good faith status involves "fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders."⁷ The terms and conditions of the sale of the Debtor's assets to Burwell were negotiated by the Debtor at arm's-length and in good faith. Accordingly, the Debtor requests the Court deem Burwell to be acting in good faith and entitled to all protections afforded therein.

To successfully implement the foregoing, the Debtor seeks a waiver of the ten-day stay under Rule 6004.

IV. CONCLUSION

For the foregoing reasons, the Debtor respectfully requests the Court enter an order granting the relief sought in the motion.

Respectfully submitted,

STEVEN B. NOSEK, P.A.

Dated: February 19, 2019.

/s/ Steven B. Nosek

Steven B. Nosek (79960)

Yvonne R. Doose (397066)

2855 Anthony Lane South, Suite 201

St. Anthony, MN 55418

snosek@noseklawfirm.com

ydoose@noseklawfirm.com

(612) 335-9171

Attorneys for Debtor

⁷ *Id.* (citing *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)).

UNITED STATES BANKRUPTCY COURT

DISTRICT OF MINNESOTA

In Re:

BKY No.: 18-41286

Chapter 11 Case

Millerbernd Systems, Inc.,
Debtor.

CERTIFICATE OF SERVICE

I hereby certify that on February 19, 2019, I caused a copy of **Notice of Hearing and Motion to Sell Assets Free and Clear of Liens, Claims & Encumbrances; Verification; Exhibit; Memorandum of Law in Support of Motion to Sell Assets Free and Clear of Liens, Claims and Encumbrances; and Proposed Order** to be filed electronically with the Clerk of Court through ECF, and that ECF will send an e-notice of the electronic filing to the following:

US Trustee: ustpregion12.mn.ecf@usdoj.gov, ecfbkup@comcast.net
Sarah J. Wencil: Sarah.J.Wencil@usdoj.gov
Daniel A. Beckman: dbeckman@gislason.com, sfavreaus@gislason.com
Charles E. Nelson: nelsonc@ballardspahr.com, woehlerm@ballardspahr.com;
mcgrudert@ballardspahr.com
Robert A. Faucher: rfaucher@hollandhart.com
Dennis A. Dressler: ddressler@dresslerpeters.com
Erin Elizabeth Bryan: bryan.erin@dorsey.com, yokiel.maryjo@dorsey.com
Jeffrey D. Klobucar: jklobucar@bassford.com, pcarter@bassford.com
Patrick D. Newman: pnewman@bassford.com, pcarter@bassford.com
Matthew E. McClintock: mattm@goldmclaw.com
Amrit S. Kapai: amritk@goldmclaw.com
Brian J. Jackiw: brian@goldmclaw.com
Kevin T. Dobie: kevin@uwilllaw.com, maria@uwilllaw.com, delight@uwilllaw.com
Michael S. Dove: mdove@gislason.com, kgleisner@gislason.com, jburgau@gislason.com
Rebecca J. Moore: rjmoore@fedins.com

I further certify that I caused a copy of the **Notice of Hearing and Motion to Sell Assets Free and Clear of Liens, Claims & Encumbrances; Verification; Exhibit; Memorandum of Law in Support of Motion to Sell Assets Free and Clear of Liens, Claims and Encumbrances; and Proposed Order** to be mailed, postage prepaid, by US Mail to the parties on the attached service list:

Dated this 19th day of February, 2019.

STEVEN B. NOSEK, P.A.

/e/ Steven B. Nosek

Steven B. Nosek, #79960

Yvonne R. Doose, #0397066

2855 Anthony Lane South, Suite 201

St. Anthony, MN 55418

(612) 335-9171

snosek@noseklawfirm.com

ydoose@noseklawfirm.com

ATTORNEYS FOR DEBTOR

Service List - Millerbernd Systems, Inc. - BKY No.: 18-41286

Case 18-41286

Doc 171

Filed 02/19/19

Entered 02/19/19 05:35:56

Desc Main

Label Matrix for local noticing

Bering & Heiderbrecht, Ltd.

Federated Mutual Insurance Company

~~0864-4-~~ Document Page 35 of 52

809 Meander Court

121 East Park Square

Case 18-41286

Medina, MN 55340-4549

Owatonna, MN 55060-3046

District of Minnesota

Minneapolis

~~Fri Feb 15 14:15:44 CST 2019~~~~Glanbia Nutritionals, Inc.~~~~JPMorgan Chase Bank, N.A.~~~~KLC Financial, Inc.~~~~PO Box 2527~~~~4500 Park Glen Road~~~~c/o Dennis A. Dressler~~~~Boise, ID 83701-2527~~~~Suite 300~~~~Dressler Peters, LLC~~~~St. Louis Park, MN 55416-4891~~~~70 W. Hubbard St.~~~~Suite 200~~~~Chicago, IL 60654-5677~~

KLOSTER COMMERCIAL RESOURCES

Millerbernd Systems, Inc.

~~OFFICIAL COMMITTEE OF UNSECURED CREDITORS~~

606 25TH AVE S

330 6th Street South

~~c/o Bassford Remele, P.A.~~

#104

Winsted, MN 55395-1102

~~100 South Fifth Street, Suite 1500~~

ST CLOUD, MN 56301-4810

~~Minneapolis, MN 55402-1254~~

PLATINUM CAPITAL MANAGEMENT LLC

~~SECURITY BANK & TRUST CO.~~

SealedBid Marketing Inc

9855 w 78TH st

~~735 11TH STREET EAST~~

5151 Edina Industrial Blvd Ste 140

Eden Prairie, MN 55344-8003

~~GLENCOE, MN 55336-2231~~

Edina, MN 55439-3001

~~Southwest Cheese Company, LLC~~~~TCF Equipment Finance, Inc.~~~~Wells Fargo Equipment Finance Inc.~~~~PO Box 2527~~~~11100 Wayzata Blvd~~~~600 S. 4th Street~~~~Boise, ID 83701-2527~~~~Suite 801~~~~Minneapolis, MN 55415-1526~~~~Minnetonka, MN 55305-5503~~

Minneapolis

ABOX AUTOMATION CORP

~~ABOX AUTOMATION CORP~~~~301 U.S. Courthouse~~

45 US HWY 46

~~45 US HWY 46~~~~300 South Fourth Street~~

UNIT 606

~~UNIT 606~~~~Minneapolis, MN 55415-1320~~

Lincoln Park NJ 07035

PINE BROOK NJ 07058-9390

ABRASIVES INC (BCS)

ACCURATE COMPONENT SALES INC

ACTIVAR PLASTIC PRODUCTS GRP

4090 HWY 49

PO BOX 86

SDS 12-1144

Glen Ullin ND 58631-9742

SDS 12-1957

PO BOX 86

Minneapolis MN 55486-0343

Minneapolis MN 55486-1144

ADVANCE FITITNGS CORP

~~ADVANCE FITTINGS~~

AEROTEK COMMERCIAL STAFFING

218 WEST CENTRALIA STREET

~~218 WEST CENTRALIA ST~~

PO BOX 198531

ELKHORN, WI 53121-1606

~~Elkhorn WI 53121-1606~~

Atlanta GA 30384-8531

AEROTEK INC

~~AEROTEK, INC.~~

AIR AUTOMATION ENGINEERING

7317 PARKWAY DRIVE

~~3689 COLLECTION CTR DR~~

230 COMMERCE CIRCLE S

HANOVER MD 21076-1159

~~Chicago IL 60693-0036~~

Minneapolis MN 55432-3154

(p)AIRGAS USA LLC

AIS

ALFA LAVAL INC.

110 WEST 7TH STREET

444 2ND ST NW

PO BOX 200081

SUITE 1300

NEW BRIGHTON MN 55112-3257

Pittsburgh PA 15251-0081

TULSA OK 74119-1106

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ALIGNEX
7200 METRO BLVD.
EDINA MN 55439-2128

ALLIANCE LIGHTING
9125 GUILFORD RD
SUITE 100
Columbia MD 21046-3459

ALLIED ELECTRONICS
PO BOX 2325
Fort Worth TX 76113-2325

AMERICAN EXPRESS
BOX 0001
Los Angeles CA 90096-0001

AMERICAN EXPRESS
PO BOX 360002
Fort Lauderdale FL 33336-0002

AMERICAN FLEXIBLE PRODUCTS
124 PEAVEY CIRCLE
Chaska MN 55318-2347

ANDERSON & DAHLEN, INC.
6850 SUNWOOD DR NW
RAMSEY MN 55303-3601

ANDERSON INSTRUMENT COMP INC
PO BOX 96060
Chicago IL 60693-6060

APPLIED COATING TECHNOLOGY
WELLS FARGO 7711
PO BOX 1450
Minneapolis MN 55485-7711

ASCO
PO BOX 78004
Phoenix AZ 85062-8004

ASHWORTH BROS INC
222 MILKEN BLVD STE 7
FALL RIVER MA 02721-1623

~~ASHWORTH BROS. INC~~
~~450 ARMOUR DALE~~
~~Winchester VA 22601-3459~~

~~AVANTI WIND SYSTEMS~~
~~11311 WEST FOREST HOME AVE~~
~~Franklin WI 53132-1402~~

AVANTI WIND SYSTEMS
5150 TOWNE DR
New Berlin WI 53151-7955

AVESIS
PO BOX 316
Owings Mills MD 21117-0316

AVESIS THIRD PARTY ADMIN.
ATTN: ACCOUNTS REC.
PO BOX 82718
Phoenix AZ 85070

AZZ GALVANIZING
800 6TH ST S
WINSTED MN 55395-4527

Air Automation Engineering
230 Commerce Circle S
FRIDLEY, MN 55432-3154

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

~~BALDWIN SUPPLY COMPANY~~
~~601 11TH AVE S~~
~~Minneapolis MN 55415-1795~~

BALDWIN SUPPLY COMPANY
601 11TH AVENUE SOUTH
MINNEAPOLIS MN 55415-1795

BANK OF AMERICA
PO BOX 15710
Wilmington DE 19886-5710

BARRY & SEWALL
2001 BROADWAY NE
Minneapolis MN 55413-1790

~~BERNE SCALE~~
~~2206 EDGEWOOD AVE S~~
~~Minneapolis MN 55426-2823~~

BERNE SCALE COMPANY
2200 EDGEWOOD AVE S
ST LOUIS PARK MN 55426-2823

BERNICKS
PO BOX 7457
Saint Cloud MN 56302-7457

BESTWAY OF MINNESOTA
18715 30TH ST
Winsted MN 55395-2200

BLACKHAWK INDUSTRIAL DIST INC
PO BOX 205665
Dallas TX 75320-5665

BLUCO CORPORATION
1510 FRONTENAC RD
Naperville IL 60563-1755

~~BLUCO CORPORATION~~
~~3500 THAYER COURT~~
~~Aurora IL 60504-3108~~

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BOARD OF EQUALIZATION
PO BOX 942879
Sacramento CA 94279-8013

BRADLEY K. MILLERBERND
2212 BLAKE AVE
Lester Prairie MN 55354-4506

BRAUN INTERTEC
NW 7644
PO BOX 1450
Minneapolis MN 55485-1450

BTM NORTH AMERICA
113 WINNETT ST
WOODSTOCK ON CANADA
N4S 5Z8

BYSTRONIC
200 AIRPOT ROAD
Elgin IL 60123-9325

Border States Electric
NW 7235
PO Box 1450
Minneapolis MN 55485-7235

Braas Company
7970 Wallace Road
Eden Prairie MN 55344-2288

C. EMERY NELSON
PO BOX 238
Hamel MN 55340-0238

~~C.H. ROBINSON WORLD WIDE INC~~
~~PO BOX 9121~~
~~Minneapolis MN 55480-9121~~

C.H. ROBINSON WORLDWIDE INC.
14701 CHARLSON ROAD
EDEN PRAIRIE MN 55347-5076

CALIFORNIA STAINLESS TECH
BOX 88241
Milwaukee WI 53288-0241

CAPITAL ONE-MENARDS
PO BOX 5219
Carol Stream IL 60197-5219

CASSIDY-TRICKER INDUST. SALES
1608 HIGHWAY 13 WEST
Burnsville MN 55337-2210

CE GOBEIL CO. INC
715 RAYMOND AVE
Saint Paul MN 55114-1744

CENTERLINE PROCESS PIPING INC.
7001 S LYNCREST PLACE
SUITE 200
Sioux Falls SD 57108-2971

CENTERPOINT ENERGY
PO BOX 1297
Minneapolis MN 55440-1297

CENTERPOINT ENERGY
PO BOX 4567
HOUSTON TX 77210-4567

CENTRAL HYDRAULICS
1158A HWY 7
Hutchinson MN 55350-5637

~~CENTRAL MCGOWAN, INC.~~
~~123 ROOSEVELT RD~~
~~Saint Cloud MN 56301-3873~~

CENTRAL MCGOWAN, INC.
ATTN: DEAN KIFFMEYER
123 ROOSEVELT RD
Saint Cloud MN 56301-3873

CHASE
CARDMEMBER SVCS
PO BOX 94014
Palatine IL 60094-4014

CHASE AUTO FINANCE
PO BOX 901076
Fort Worth TX 76101-2076

CHEESE MARKER NEWS
PO BOX 628254
Middleton WI 53562-8254

CHEESE REPORTER
2810 CROSSROADS DR
SUITE 3000
Madison WI 53718-7972

CINTAS
PO BOX 88005
Chicago IL 60680-1005

~~CINTAS CORPORATION #470~~
~~PO BOX 88005~~
~~Chicago IL 60680-1005~~

CINTAS CORPORATION-FIRST AID
PO BOX 631025
Cincinnati OH 45263-1025

CLASS C COMPONENTS
6825 SUNWOOD DRIVE NW
RAMSEY MN 55303-3601

CLOVIS EQUIPMENT & SUPPLY CO
821 E SECOND
PO BOX 946
Clovis NM 88102-0946

CMH WELDING, LLC
85 SOUTH 880 WEST
Paul ID 83347-8735

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COKATO PARTS CITY AUTO PARTS
500 W COKATO ST
PO BOX 505
Cokato MN 55321-0505

~~COLONIAL LIFE~~
~~PO BOX 903~~
~~Columbia SC 29202-0903~~

COLONIAL LIFE
PREMIUM PROCESSING
PO BOX 903
Columbia SC 29202-0903

COLUMBIA PIPE & SUPPLY CO
23671 NETWORK PLACE
Chicago IL 60673-1236

CONKLIN FABRICATION, LLC
16622 110TH ST SE
Becker MN 55308-4650

CSI
2700 N PARTNERHSIP BLVD
Springfield MO 65803-8208

CULLINAN RIGGING & ERECTING
6815 MCKINNLEY ST NW
RAMSEY MN 55303-4348

CUSTOM FABRICATION & REPAIR
1932 E 26TH STREET
Marshfield WI 54449-5500

Cedar Box Co
2012 Cedar Ave
Minneapolis MN 55404-3199

Centerline Process Piping, Inc.
7001 S Lyncrest Pl
Ste 200
Sioux Falls, SD 57108-2971

~~Charles E. Nelson, Esq.~~
~~Ballard Spahr LLP~~
~~80 S 8th St #2000~~
~~Minneapolis MN 55402-2119~~

(p)CITIBANK
PO BOX 790034
ST LOUIS MO 63179-0034

Crown Plastics Inc.
12615 16th Ave N
Plymouth MN 55441-4609

~~DCI, Inc.~~
~~600 NORTH 54TH AVENUE~~
~~ST. CLOUD MN 56303-2043~~

DEARMOND MANAGEMENT LTD.
2661 QUEENSWOOD DR
VICTORIA BC V8N 1X6
CANADA

~~DEPT OF EMPLOYMENT ECONOMIC DEV~~
~~332 MINNESOTA ST~~
~~STE E200~~
~~ST PAUL MN 55101-1349~~

DONALDSON CO.
96869 COLLECTION CTR DR
Chicago IL 60693-0001

DONE RITE POWDER COATING LLC
945 5TH AVE SE #7
Hutchinson MN 55350-7040

DOVEX SS INC.
770 TOWER DRIVE
MEDIA MN 55340-9691

DRIVER & VEHICLE SERVICES
PO BOX 64587
Saint Paul MN 55164-0587

DUGAS & BOWERS
A/K/A D&b
7965 MAIN ST NE
FRIDLEY MN 55432-1843

~~Daniel A. Beckman~~
~~Gislason & Hunter PLLP~~
~~701 Xenia Ave S #500~~
~~Minneapolis MN 55416-3600~~

~~Dennis A. Dressler~~
~~Dressler & Peters, LLC~~
~~70 W Hubbard ST #200~~
~~Chicago IL 60654-5677~~

ECO FINISHING CO.
5100 INDUSTRIAL BLVD
FRIDLEY MN 55421-1098

ECPH
1825 BRINSTON RAOD
Troy MI 48083-2229

ELITE STAINLESS LLC
18590 41ST AVE SE
Atwater MN 56209-9675

ENDRESS & HAUSER CO
C/O MILLER MECHANICAL
PO BOX 1613
Des Moines IA 50305-1613

ENDRESS HAUSER CO.
DEPT 78795
PO BOX 78000
Detroit MI 48278-0795

ETTERMAN ENTERPRISES
PO BOX 1152
Willmar MN 56201-1152

EULER HERMES N.A as Agent for WEST CENTRAL S
800 Red Brook Blvd, #400C
Owings Mills, MD 21117-5173

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Ecolab
PO Box 70343
Chicago IL 60673-0343

Edward J. Sedlacek
Huck Bouma PC
1755 S Naperville Rd #200
Wheaton IL 60189-5844

Elite Transportation Systems
9101 Davenport Street NE
Blaine MN 55449-4312

FABSCO CORP
1745 W 124TH ST
CALUMET PARK IL 60827-5399

FANTOM WIRE INC
15777 JARVIS STREET N
Elk River MN 55330-6241

FASTENAL COMPANY
PO BOX 1286
Winona MN 55987-7286

FED EX CORPORATION SVC INC.
3965 AIRWAYS BLVD
MODULE G 3RD FLOOR
MEMPHIS TN 38116 5017

FED-EX
PO BOX 1140
Memphis TN 38101-1140

FEDERATED INSURANCE
PO BOX 64304
Saint Paul MN 55164-0304

FEDERATED LIFE INSURANCE
LIFE ACCOUNTING-0201
PO BOX 64304
Saint Paul MN 55164-0304

FEDEX FREIGHT
DEPT CH
PO BOX 10306
Palatine IL 60055-0306

FIRST AMERICAN EQUIP FINANCE
1801 W OLYMPIC BLVD
Pasadena CA 91199-0001

FLOUR CITY BENDING, INC.
19909 INDUSTRIAL DR NW
Big Lake MN 55309-8016

FLOWTREND INC.
PO BOX 590690
Houston TX 77259-0690

~~FORTRESS TECHNOLOGY~~
~~PO BOX 33092~~
~~Detroit MI 48232-5092~~

FORTRESS TECHNOLOGY INC.
51 GRAND MARSHALL DRIVE
TORONTO ON CANADA

~~FRISTAM PUMPS, INC.~~
~~PO BOX 686611~~
~~Chicago IL 60695-6611~~

Ferguson Enterprises, Inc.
2350 West County Road C
Roseville MN 55113-2543

Flame Metals Processing Corp
12450 Ironwood Circle
Rogers MN 55374-8964

Forklifts of Minnesota, Inc.
2201 W 94th Street
Bloomington MN 55431-2313

Fristam Pumps USA Limited Partnership
2410 Parview Road
Attn: Accounting
Middleton, WI 53562-2521

G&K SVC TEXTILE LEASING SYS
PO BOX 842385
Boston MA 02284-2385

GARELICK STEEL COMPANY
1900 NORTH 2ND STREET
Minneapolis MN 55411-3472

GEXPRO SERVICES
PO BOX 403091
Atlanta GA 30384-3091

GLENN'S SUPER VALUE
PO BOX 56
Winsted MN 55395-0056

~~GLOBAL SHOP SOLUTIONS~~
~~975 EVERGREEN CIRCLE~~
~~THE WOODLANDS TX 77380-3637~~

GLOBAL SHOP SOLUTIONS
DEPT 701
PO BOX 2265
Houston TX 77252-2265

GOPHER STATE FIRE EQUIPMENT CO
PO BOX 16332
Minneapolis MN 55416-0332

GRAYBAR ELECTRIC COMPANY
2300 EAST 25TH STREET
Minneapolis MN 55406-1249

GREATER MN COMMUNICATIONS
PO BOX 129
Winsted MN 55395-0129

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GS SYSTEMS INC.
175 NORTH PATRICK BLVD
SUITE 110
Brookfield WI 53045-5857

GUY METALS INC.
29379 NETWORK PLACE
Chicago IL 60673-1293

~~Glanbia Nutritionals, Inc.~~
~~1373 Fillmore Street~~
~~Twin Falls, ID 83301-3392~~

H&F Manufacturing, Inc.
8949 Zachary Lane N
Maple Grove MN 55369-4006

HARTFIEL AUTOMATION
NW 6091
PO BOX 1450
Minneapolis MN 55485-6091

HARTWIG CONTROL SYSTEMS
135 LINDEN AVENUE
PO BOX 901
Winsted MN 55395-0901

HEALTHEZ
7201 W 78TH ST
BLOOMINGTON MN 55439-2507

HEWLETT-PACKARD FIN SVCS CO
200 CONNELL DR
SUITE 5000
Berkeley Heights NJ 07922-2816

HOLIDAY INN EXPRESS-CLOVIS
4728 N PRINCE STREET
Clovis NM 88101-9718

~~HOST STAINLESS SERVICES~~
~~68081 E HWY 55480~~
~~4TH ST NW~~
~~Watkins MN 55389~~

HOST'S STAINLESS SERVICES INC.
480 4TH STREET NORTH
WATKINS MN 55389-1014

IEWC CORP
PO BOX 88545
Milwaukee WI 53288-0545

IFM EFECTOR
PO BOX 8538-307
Philadelphia PA 19171-0307

IGUS, INC.
PO BOX 14349 EAST
East Providence RI 02914-0349

IMTRON CORPORATION
9901 VALLEY VIEW RD
Eden Prairie MN 55344-3526

INDUSTRIAL LOUVERS, INC.
511 S 7TH S
Delano MN 55328-9125

INDUSTRIAL PAINTING SPECIALIST
5858 152ND STREET NORTH
Hugo MN 55038-8384

INDUSTRIAL STAINLESS SUPPLY IN
7702 GARDNER DR
UNIT 102
Naples FL 34109-2602

INNOTEK CORPORATION
9140 ZACHARY LANE N
MAPLE GROVE MN 55369-4003

INNOVATIVE FLUID POWER
PO BOX 10107
Cedar Rapids IA 52410-0107

INTERNATIONAL DAIRY FOOD ASSN
1250 H STREET
SUITE 900
Washington DC 20005-5902

INTERSTATE POWER SYSTEMS, INC.
NW 7244 PO BOX 1450
Minneapolis MN 55485-7244

INTERTEK TESTING SERVICES
165 MAIN ST
Cortland NY 13045-3049

~~INTERTEK TESTING SERVICES~~
~~PO BOX 405176~~
~~Atlanta GA 30384-5176~~

INTRALOX INC
PO BOX 730367
Dallas TX 75373-0367

~~Interal Revenue Service~~
~~Centralized Insolvency Office~~
~~PO Box 7346~~
~~Philadelphia PA 19101-7346~~

Internal Revenue Service
Centralized Insolvency Operations
P O Box 7346
Philadelphia, PA 19101-7346

J&W INSTRUMENTS, INC.
4800 MUSTANG CIRCLE
NEW BRIGHTON MN 55112-1599

JANET MILLERBERND
124 EAST LAKE STREET
Winsted MN 55395-7858

JMS CUSTOM SERVICES, INC.
590 MAIN AVE W
PO BOX 280
Winsted MN 55395-0280

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~~JOHN HENRY FOSTER MINNESOTA~~
~~MI 23~~
~~PO BOX 64194~~
~~Saint Paul MN 55164-0194~~

~~JPMorgan Chase Bank, N.A.~~
~~National Bankruptcy Department~~
~~P.O. Box 901032~~
~~Ft. Worth, TX 76101-2032~~

~~JTH LIGHTING~~
~~6885 146TH STREET W~~
~~APPLE VALLEY MN 55124-6894~~

Jeffrey S. Nicolet
100 South Fifth Street, Suite 800
Minneapolis, MN 55402-1203

John Henry Foster Minnesota, Inc.
3103 Mike Collins Drive
Eagan, MN 55121-2298

Julie Fischer
Rapid Packaging Inc
8700 109th Avenue North
Suite 300
Champlin, MN 55316-3867

~~K-WAY EXPRESS, INC.~~
~~323 MAIN AVE W~~
~~PO BOX 266~~
Winsted MN 55395-0266

~~KATHI LAZARRE~~
~~DBA T&t SERVICES~~
~~14943 CTY RD 30 SW~~
~~Cokato MN 55321-4311~~

~~KENNEDY SCALES~~
~~11485 XEON ST NW~~
~~COON RAPIDS MN 55448-3150~~

KINEQUIP INC
365 OLD NIAGARA FALLS BLVD
Buffalo NY 14228-1636

~~KLC FINANCIAL, INC.~~
~~3514 COUNTY RD 101~~
~~Minnetonka MN 55345-1018~~

KRAVITZ COMPANY LLC
920 9TH AVENUE SOUTH
Park Falls WI 54552-1903

~~KUBASCH EXCAVATING INC.~~
~~210 NORTH 6TH STREET~~
~~Winsted MN 55395-1026~~

Kubasch Excavating, Inc.
210 6th Street N
Winsted, MN 55395-1026

LAKE REGION CORP
240 COKATO STREET EAST
Cokato MN 55321-4585

LAKES GAS COMPANY #11
BOX 325
Silver Lake MN 55381-0325

LESMAN
135 BERNICE DR
Bensenville IL 60106-3366

LESTER PRAIRIE LIONS
C/O TROY FELTMAN
PO BOX 811
Lester Prairie MN 55354-0811

LIEBOVICH STEEL & ALUM IOWA
PO BOX 1779
Cedar Rapids IA 52406-1779

LINCOLN SUPPLIERS
1225 COUNTY ROAD 45 NORTH
PO BOX 546
Owatonna MN 55060-0546

LINDERS SPECIALTY COMPANY INC
432 ATWATER STREET
Saint Paul MN 55117-5243

LITCHFIELD MACHINE WORKS
1213 JARMON PLACE
Minneapolis MN 55403-1920

LORIE A. KLEIN
FAFINSKI MARK & JOHNSON PA
775 PRAIRIE CTR DR #400
Eden Prairie MN 55344-7322

LUMENPULSE
1220 Marie Victorin Blvd
Longvevil QC
CANADA J4G 2H9

~~LUMENPULSE~~
~~1751 RICHARDSON, #1505~~
~~MONTREAL QC~~
~~CANADA H3K 1G6~~

~~LYCO WAUSAU, INC.~~
~~1574 HILLCREST RAOD~~
~~Phillips WI 54555-1555~~

~~Lyco Wausau Inc.~~
~~1574 Hllcrest Road~~
~~Phillips, WI 54555-1555~~

M. VINCENT & ASSOCIATES
9341 PENN AVE
Minneapolis MN 55431-2320

MACHINERY FIN RESOURCES LLC
651 DAY HILL RD
Windsor CT 06095-1798

MACHINEWELL, INC.
115 WEST STATE STREET
PO BOX 157
Grygla MN 56727-0157

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MAGNETROL INT., INC
8576 SOLUTION CENTER
Chicago IL 60677-8055

MANAGED DESIGN
7200 METRO BLVD.
EDINA MN 55439-2128

MARCO
555 3RD AVE NW
Hutchinson MN 55350-1638

MARTIN CALIBRATION
11965 - 12TH AVENUE SOUTH
Burnsville MN 55337-1424

MASTER PACKING & RUBBER CO
6430 4TH ST SW
Cedar Rapids IA 52404-4760

MAYR CORPORATION
10 INDUSTRIAL AVE
Mahwah NJ 07430-2284

MCDONOUGH TRUCK LINE
3115 INDUSTRIAL DR
Faribault MN 55021-1700

MCMASTER-CARR SUPPLY CO.
PO BOX 7690
Chicago IL 60680-7690

~~MCNEILUS STEEL, INC.~~
~~702 2ND AVE SE~~
~~DODGE CENTER MN 55927-8903~~

MCNEILUS STEEL, INC.
Attn: Mark Dulaney
702 2nd Ave SE
Dodge Center MN 55927-8903

MCNICHOLS COMPANY
PO BOX 101211
Atlanta GA 30392-1211

~~MECHATRONIC SOLUTIONS~~
~~10900 73RD AVE N #132~~
~~MAPLE GROVE MN 55369-5400~~

MET LIFE
PO BOX 804466
Kansas City MO 64180-4466

METAL TREATERS, INC.
859 N PRIOR AVE
Saint Paul MN 55104-1091

METALFLEX INC.
2932 ELM POINT IND DR
Saint Charles MO 63301-1898

MIDWEST INDUSTRIAL TOOL GRIND
PO BOX 549
Hutchinson MN 55350-0549

MIDWEST MACHINE TOOL
230 COMMERCE CIRCLE S
Minneapolis MN 55432-3148

~~MIDWEST RUBBER SERV & SUPPLY~~
~~14307-28TH PLACE N~~
~~Minneapolis MN 55447-4867~~

MIDWEST RUBBER SERVICE AND SUPPLY
14307 28TH PLACE N
PLYMOUTH, MN 55447-4867

MIDWEST STEEL AND ALUMINUM
14255 JAMES ROAD
Rogers MN 55374-9479

MINNESOTA VACUUM
1906 13TH STREET NW
Faribault MN 55021-2846

MIT INC.
1702 WEST BOAT STREET
Ozark MO 65721-6651

MN Dept of Revenue
551 Bankruptcy Section
PO Box 64447
Saint Paul MN 55164-0447

MN Unemployment Insurance
Dept of Employment & Economic
332 Minnesota Street, # E200
Saint Paul MN 55101-1351

MORRIS GROUP, INC.
NW 7968-11
PO BOX 1450
Minneapolis MN 55485-7968

MPMA
5353 WAYZATA BLVD
SUITE 350
Minneapolis MN 55416-1300

MRA-THE MANAGEMENT ASSOC
N19
W24400 RIVERWOOD DR
Waukesha WI 53188

MSC INDUSTRIAL SUPPLY CO
75 MAXESS RD
MELVILLE NY 11747-3151

~~MSC INDUSTRIAL SUPPLY CO~~
~~PO BOX 953635~~
~~Saint Louis MO 63195-3635~~

Machine Tool Supply
3150 Mike Collins Drive
Saint Paul MN 55121-2292

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McMASTER-CARR SUPPLY CO.
PO BOX 4355
CHICAGO IL 60680-4355

Mechatronic Solutions, Inc. c/o Shane Waskey
10900 73rd Ave N Suite 132
Maple Grove, MN 55369-5400

~~Metro Sales Inc.~~
~~1620 East 78th Street~~
~~Minneapolis, MN 55423-4637~~

Metro Sales, Inc.
1620 E 78th Street
Minneapolis MN 55423-4637

~~Millerbernd Systems, Inc.~~
~~Attn: Jodi Norman~~
~~11001 Hampshire Ave S~~
~~Minneapolis, MN 55438-2424~~

Morris Midwest, LLC
Attn: Brandon Gumula
Morris Group Inc
910 Day Hill Rd
Windsor, CT 06095-5727

NAPA AUTO PARTS
PO BOX 656
Winsted MN 55395-0656

NEKSYS INC.
11400 BOULEVARD
TROIS-RIVIERES G9B 0T8
CANADA

NEOFUNDS BY NEOPOST
PO BOX 30193
Tampa FL 33630-3193

NEOPOST GREAT PLAINS
DEPT 3689
PO BOX 123689
Dallas TX 75312-3689

NEOPOST USA-MAIL FINANCE
DEPT 3689
PO BOX 12689
Dallas TX 75225-0689

~~NESS LLC~~
~~179 N 1ST STREET~~
~~PO BOX 943~~
~~Winsted MN 55395-0943~~

NESS LLC
181 N 1ST STREET
PO BOX 943
Winsted MN 55395-0943

NEWMAN SANITARY GASKET CO
PO BOX 222
Lebanon OH 45036-0222

NORFOLK IRON & METAL CO
PO BOX 1129
Norfolk NE 68702-1129

NORTHLAND FASTENING SYSTEMS
380 RIVERTON DR
SUITE 800
WOODBURY MN 55125-7743

NORTHLAND PROCESS PIPING INC
1662 320TH AVENUE
Isle MN 56342-4303

NYS CHEESE MFRS ASSOC
JANENE LUCIA
PO BOX 348
Dryden NY 13053-0348

Northern Safety Company, Inc.
PO Box 4250
Utica NY 13504-4250

Northern States Supply, Inc.
PO Box 1057
Willmar MN 56201-1057

Nott Company
4480 Round Lake Rd W
Arden Hills MN 55112-1961

OPTIMATION
700 NE RD MIZE RD
SUITE 101
Blue Springs MO 64014

PATTON INDUSTRIES
8410 PILLSBURY AVE S
BLOOMINGTON MN 55420-2244

PETER N. GLASS & ASSOCIATES
2621 ARMENTROUT DR
PO BOX 1644
Concord NC 28026-1644

PFC EQUIPMENT
9366 DEERWOOD LANE
MAPLE GROVE MN 55369-6604

~~PHILEX INDUSTRIAL~~
~~7700 MARTH CT~~
~~Minneapolis MN 55439-2626~~

PHILEX INDUSTRIAL EQUIPMENT INC.
7700 MARTH CT
Minneapolis MN 55439-2626

PIEHL HANSON BECKMAN PA
700 S GRADE RDSW
Hutchinson MN 55350-3000

PLATEAU
PO BOX 9000
Clovis NM 88102-9090

PNEU-MOTION, INC.
3140 104TH LANE
BLAINE MN 55449-6189

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POLYTANK CORPORATION
62824 - 250TH STREET
Litchfield MN 55355-5857

POWDER COAT TECHNOLOGY
14920 - 28TH AVE N
PLYMOUTH MN 55447-4828

POWER/MATION DIVISION
PO BOX 860314
Minneapolis MN 55486-0314

~~PR ELECTRONICS~~
~~1229 NORTH BRANCH ST~~
~~SUITE 312~~
~~Chicago IL 60642-6954~~

PR electronics, Inc.
651 W. Washington Blvd.
Suite 302
Chicago, IL 60661-2135

~~PRECISION INC (KOFAB)~~
~~PO BOX 801320~~
~~Kansas City MO 64180-1320~~

PRECISION STAINLESS
921 INDUSTRIAL ROAD
Caledonia MN 55921-1838

PREPAID LEGAL SERVICES
PO BOX 2629
Ada OK 74821-2629

PRESSURE PRODUCTS CO, INC
4540 WASHINGTON ST
Charleston WV 25313-2010

PRESTON LAKE MACHINE & TOOL
83650 COUNTY RD 20
Stewart MN 55385-2149

PROTO-TYPE MACHINE
PO BOX 150
New Richmond WI 54017-0150

Plunkett's Pest Control, Inc.
40 NE 52nd Way
Fridley MN 55421-1014

~~PowerMation~~
~~13~~
~~ST PAUL, MN 55108~~

Precision, Inc.
300 SE 14th Street
Pella, IA 50219-2292

Premium Waters, Inc.
PO Box 9128
Minneapolis MN 55480-9128

QUALITY METALS
2575 DOSWELL AVE
Saint Paul MN 55108-1579

QUALITY TANK SOLUTIONS
652 ARMOUR ROAD
Oconomowoc WI 53066-3808

QUEST ENGINEERING
2300 EDGEWOOD AVENUE S
Minneapolis MN 55426-2887

Quill Corporation
PO Box 37600
Philadelphia PA 19101-0600

RALPH J. MILLERBERND
124 LAKE AVE E
Winsted MN 55395-7858

RAM BUILDINGS SUPPLY
PO BOX 660
Winsted MN 55395-0660

REISER
725 DEDHAM STREET
Canton MA 02021-1402

RICHARDSON ELECTRONICS LTD
40W267 KESLINGER RAD
PO BOX 393
Lafox IL 60147-0393

ROBERT JAMES SALES
PO BOX 7999
Buffalo NY 14225-7999

ROBERT REISER & CO INC
KEVIN COLMEY GENERAL COUNSEL
725 DEDHAM ST
CANTON MA 02021-1402

ROSEMOUNT, INC.
EMERSON PROCESS MGMT
8200 MARKET BLVD
Chanhassen MN 55317-9685

RUSSELL METALS
PO BOX 78661
Milwaukee WI 53278-0661

RYERSON TULL
24487 NETWORL PLACE
Chicago IL 60673-1244

Rapid Packaging
8700 109th Ave N
Champlin MN 55316-3867

SAGINAW CONTROL & ENGINEERING
CORPORATE OFFICE
95 MIDLAND RD
Saginaw MI 48638-5770

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SAMUELSON SALES, INC.
8251 MAIN STREET NE
SUITE 101
Minneapolis MN 55432-1808

~~SECURITY BANK & TRUST CO.
735 11TH ST E
PO BOX 218
Glencoe MN 55336-0218~~

~~SESCO GLOBAL LIGHTING
222 W MAITLAND BLVD
Maitland FL 32751-4323~~

SESCO LIGHTING, INC.
222 West Maitland Blvd.
Attn: Lisa Anderson
Maitland, FL 32751-4323

SETH J MOEN
DVORAK LAW GROUP LLC
13625 CALIFORNIA ST #110
Omaha NE 68154-5246

SOMINN MACHINERY SALES
210 S STREET SE
Dodge Center MN 55927-9251

SORENSEN'S SALES & RENTALS
PO BOX 489
Hutchinson MN 55350-0489

~~SPESCO, INC.
951 PIERCE BUTLER ROAD
Saint Paul MN 55104-1523~~

ST. MARY'S CARE CENTER
ATTN: TOM OLLIG
551-4TH ST N
Winsted MN 55395-7788

STEARNS BANK
PO BOX 750
Albany MN 56307-0750

STEARNSWOOD
320 3RD AVE NW
Hutchinson MN 55350-1625

STOCKTON STAINLESS, INC.
11434 EAST WILLOW ROAD
Stockton IL 61085-9539

SWAGelok MINNESOTA
321 LAKE HAZELTINE DR
Chaska MN 55318-1033

Samuelson Sales Inc.
Sanuelson Sales Inc.
8251 Main Street Ne
Suite 101
Minneapolis, MN 55432-1808

Sensors, Inc.
507 Kelsey Street
Delano MN 55328-9123

Signature Financial LLC
225 Broadhollow Rd.
Melville, NY 11747
Attn.: David McGowan
dmcgowan@signatureny.com 11747-4822

~~Southwest Cheese Company, LLC
P.O. Box 1509
Clovis, NM 88102-1509~~

Spesco, Inc.
951 Pierce Butler Rte.
Saint Paul, MN 55104-1523

T&A INDUSTRIAL DISTRIBUTORS
PO BOX 1330
Brookfield WI 53008-1330

(p)T MOBILE
C O AMERICAN INFOSOURCE LP
4515 N SANTA FE AVE
OKLAHOMA CITY OK 73118-7901

T.J.'S PAINTING
13180 50TH STREET
Watertown MN 55388-8326

~~TARGETTI USA
750 WEST 17TH STREET
COSTA MESA CA 92627-4369~~

TARGETTI USA
750-A
W. 7TH STREET
Costa Mesa CA 92627

TCIC, INC.
628 MENDELSSOHN AVE N
GOLDEN VALLEY MN 55427-4306

TDS TELECOM
PO BOX 94510
Palatine IL 60094-4510

TDSNET-INTERNET SERVICES
PO BOX 94510
Palatine IL 60094-4510

TECHNICAL TOOL SOLUTIONS
766 OAKWOOD AVENUE
Lake Forest IL 60045-1805

TETRA PAK CPS
DEPT CH 10803
Palatine IL 60055-0803

~~TETRA PAK INC.
DEPT CH 10803
Palatine IL 60055-0803~~

TMS Johnson, Inc.
2908 Nevada Ave N
New Hope MN 55427-2809

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Desc Main

TRI COUNTY WATER CONDITIONING
PO BOX 65
Hutchinson MN 55350-0065

TRUMPF, INC
DEPT. 135
PO BOX 150473
Hartford CT 06115-0473

TULSA LIGHTING SALES
11420 E 20TH ST
Tulsa OK 74128-6404

TW METALS
PO BOX 933014
Atlanta GA 31193-3014

Tetra Pak Inc.
c/o Brian R. Anderson
Nexsen Pruet, PLLC
P.O. Box 3463
Greensboro, NC 27402-3463

UL LLC-NORTHBROOK OFFICE
75 REMITTANCE DRIVE
SUITE 1524
Chicago IL 60675-1524

ULTRA IMAGE
20060 177TH STREET
Big Lake MN 55309-8022

UNDERWRITERS LABORATORIES, INC
75 REMITTANCE DR
SUITE 1524
Chicago IL 60675-1524

UNITED BUSINESS FORMS
260 PRIVATE ROAD 8180
Woodville TX 75979-8864

UNITED SURFACE PREPARATION
900 LUND BLVD
Anoka MN 55303-4129

UNIVERSAL AIR FILTER
1624 SAUGET INDUSTRIAL PARKWAY
SAUGET IL 62206-1451

~~UNIVERSAL AIR FILTER CO~~
~~29121 NETWORK PLACE~~
~~Chicago IL 60673-1291~~

~~US Trustee~~
~~1015 US Courthouse~~
~~300 S 4th St~~
~~Minneapolis, MN 55415-3070~~

USABLE LIFE
PO BOX 1861
Little Rock AR 72203-1861

USABLE LIFE
PO BOX 204678
Dallas TX 75320-4678

Uline
PO Box 88741
Chicago IL 60680-1741

VALOR COMPANY
100 EAST STATE STREET
Belle Plaine MN 56011-1832

VIKING MATERIALS
3225 COMO AVENUE SE
Minneapolis MN 55414-2807

Verizon Wireless
PO Box 25505
Lehigh Valley PA 18002-5505

WALKER ENGINEERED PRODUCTS
KANDY MOYER
PO BOX 6129
LAFAYETTE IN 47903-6129

WALKER STAINLESS EQUIPMENT LLC
625 STATE STREET
Carol Stream IL 60197-8569

WATERS INDUSTRIAL
1525 NORTH BARKER ROAD
PO BOX 805
Brookfield WI 53008-0805

WELLS FARGO
PO BOX 6415
Carol Stream IL 60197-6415

WELLS FARGO -GE CAPITAL
PO BOX 51043
Los Angeles CA 90051-5343

WERNER ELECTRIC CO
PO BOX 856890
Minneapolis MN 55485-6890

WEST CENTRAL STEEL
PO BOX 1178
Willmar MN 56201-1178

WESTERN NAT'L MUTUAL INS
PO BOX 59184
Minneapolis MN 55459-0184

~~WESTERN NATIONAL MUTUAL INS CO~~
~~PO BOX 59184~~
~~Minneapolis MN 55459-0184~~

WILSON MFG CO
HIGHWAY 75 NORTH
PO BOX 366
Pipestone MN 56164-0366

WINSTED CHAMBER OF COMMERCE
PO BOX 352
Winsted MN 55395-0352

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WINSTED FARMERS COOP CREAMERY
PO BOX 216
Winsted MN 55395-0216

WISCONSIN CHEESE MAKERS ASSN
8030 EXCELSIOR DR #305
Madison WI 53717-1950

Wells Fargo Bank, N.A.
Small Business Lending Division
P.O. Box 29482
Phoenix, AZ 85038-9482

~~Wells Fargo Equipment Finance~~
~~733 Marquette Ave #700~~
~~MAC N9306-070~~
~~Minneapolis MN 55402-2352~~

~~Wells Fargo Equipment Finance~~
~~Jason Harkness-ContractAnalyst~~
~~1010 Thomas Edison Blvd SW~~
~~Cedar Rapids IA 52404-8247~~

Werner Electric Ventures LLC dba Werner Elec
7450 95th St South
Cottage Grove, MN 55016-3949

XCel Energy
PO Box 9477
Minneapolis MN 55484-9477

YRC FREIGHT
PO BOX 93151
Chicago IL 60673-3151

ZEP MANUFACTURING COMPANY
13237 COLLECTIONS CENTER DR
Chicago IL 60693-0001

ZEPNICK SOLUTIONS, INC.
1310 BROOKFIELD AVE
Green Bay WI 54313-8804

(c)ZIEGELBAUER FABRICATION LLC
215088 SCOUT RD
MOSINEE WI 54455-4378

Ziegelbauer Fabrication LLC d/b/a RN Stainle
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~~McNeilus Steel, Inc.~~
~~702 2nd Ave SE~~
~~Dodge Center, MN 55927-8903~~

~~Steven B Nosek~~
~~Steven Nosek~~
~~2855 Anthony Ln S~~
~~Ste 201~~
~~St Anthony, MN 55418-2637~~

~~Yvonne R. Doose~~
~~Steven B Nosek P A~~
~~2855 Anthony Ln S~~
~~Ste 201~~
~~St Anthony, MN 55418-2637~~

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Cokato MN 55321

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Ramsey MN 55303

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Chris Lewis
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Millbank SD 57252

Aqseptence Group
John Ollech
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Plymouth MN 55447

Atlas Manufacturing
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AWI Manufacturing
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Fridley MN 55432

CGM&R Capital Company
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Glenview IL 60026

Chase Equity LLC
Phil Johnson
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Minneapolis MN 55401

Creative Metal Products
Cameron Yazdani
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Neenah WI 54956

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Ham Lake MN 55304

Dane Manufacturing
Mike Lisle
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Dane WI 53529

E.K. Machine CO., Inc.
Gary Errthum
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Fall River WI 53932

Eberhart Capital LLC
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Foundation Investment Partners
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Chagrin Falls OH 44022

Gen Cap America
Lamar Stanley
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Nashville TN 37215

Graylight Partners
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Heartland Equity Partners
Tom Ahonen
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Brooklyn Center MN 55429

Hunter, Keith Industries, Inc.
Lacey Wismer
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Minneapolis MN 55402

Industrial Assets
Venice Gamble
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Huntington Park CA 90255

Jim Shear
500 Cleveland St S
Cambridge MN 55008

Kip Colwell
5517 Knoll Drive
Edina MN 55436

Kusel Equipment Co.
David Smith
820 West Street
Watertown WI 53094

Michael Herold
2686 White Eagle Circle
Woodbury MN 55129

Millerbernd Manufacturing Co.
Trevor Millerbernd
622 6th St S
Winsted MN 55395

Minnesota Flexible Corporation
Will Stewart
305 Bridgepoint Drive, Suite 400
S. St. Paul MN 55075

New Day Partners, LLC
John Hames
3031 Aquilla Ave S
St. Louis Park MN 55426

North Central Equity LLC
Ron Jost
121 S 8th St. Suite 950
Minneapolis MN 55402

Northern Metal Prodcuts
Greg Pietrowski
6601 Ridgewood Rd
St. Cloud MN 56303

Omar Karame
1980 Post Oake
Houston TX 77056

PCM Companies, LLC
Steve Halverson
2150 Dodd Rd
Mendota Heights MN 55120

Right Lane Capital, LLC
Woody Cissel
222 N Lasalle St Suite 705
Chicago IL 60601

Sanitube
Todd Adams
PO Box 2447
Eaton Park FL 33840

Spell Capital Partners, LLC
Darren Brathol
222 S 9th Street, Suite 2880
Minneapolis MN 55402

Tetra Pak Cheese & Powder
Dan Green
801 Kingsley St S
Winsted MN 55395

TJH Capital Partners
Tom Daggett
1230 N State, Suite 11A
Chicago IL 60610

Trinity Structural Towers, Inc.
Robert Malm
2525 N Stemmons Freeway
Dallas TX 75207

Warrior Mfg., LLC
Greg Soukup
1145 5th Ave SE
Hutchinson MN 55350

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:	BKY No. 18-41286
Millerbernd Systems, Inc.,	Chapter 11
Debtor.	

ORDER

The Debtor's Motion to sell to assets free and clear of liens, claims and encumbrances came before the court. Based on the arguments of counsel, all of the files, records, and proceedings herein, the court being fully advised in the premises and accordingly:

IT IS ORDERED:

1. The Debtor's Motion to sell assets free and clear of liens, claims and encumbrances outside the ordinary course of business pursuant to 11 U.S.C. §363(b) and (f) is granted.
2. All objections filed in response to the motion are overruled to the extent not resolved by this Order.
3. Notice of the sale and the hearing were proper, fair and equitable under the circumstances and complied in all respects with the requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Procedure.
4. The Debtor is authorized and empowered to sell the assets in accordance with the terms of the Asset Purchase Agreement as more fully described in the motion and the Debtor and the Buyer are each entitled to rely upon the provisions of this Order in all respects.

5. The transfer of the assets to the Buyer constitutes and shall constitute a legal, valid and effective transfer, assignment, sale and conveyance of such assets and shall vest the Buyer with all right, title (which shall be good, clear and marketable) and interest in such assets.

6. Pursuant to §363(f) of the Bankruptcy Code, the assets shall be transferred to the Buyer free and clear of any and all liens, claims, encumbrances and interests of any kind or nature whatsoever and all such liens, claims, encumbrances and interests shall attach to the proceeds of the sale with the same validity, priority, dignity and effect and to the same extent that existed immediately prior to the consummation of the sale and in all cases subject to any and all rights, claims and defenses that the debtor may have with respect thereto.

7. Subject to the foregoing, this Order shall be effective as a determination that any and all liens, claims, encumbrances and interests of any kind or nature whatsoever existing with respect to the debtor or the assets are and forever shall be unconditionally released, discharged, extinguished and terminated upon the transfer of the assets.

8. All persons and entities, including but not limited to, all holders of debt instruments, equity security holders, governmental, tax and regulatory authorities, lenders, consignors, bailers, trade and other creditors, holding claims or interests of any kind or nature whatsoever against the Debtor, the bankruptcy estate or the acquired assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the debtor or the acquired assets, are forever barred, estopped, and permanently enjoined from asserting against the buyer, its affiliates, successors or

assigns, its property or any item(s) acquired by the buyer, each such person's or entity's claims and interests.

9. The Buyer is purchasing the acquired assets without collusion, in good faith and from an arm's length bargaining position. The Buyer is and shall be deemed to be a good faith purchaser under §363(m) of the Bankruptcy Code and, as such, is and shall be entitled to all of the protections afforded thereby. Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit the sale to be avoided under §363(n) of the Bankruptcy Code. In the absence of a stay pending appeal, the Buyer will be acting in good faith within the meaning of §363(m) of the Bankruptcy Code in closing on the sale of the acquired assets at any time after entry of this Order notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d).

10. The Debtor is authorized and empowered to take such steps, expend such sums of money and do such other things as may be necessary to implement and effect the terms of this Order.

11. This Court shall retain jurisdiction over any matters related to or arising from the implementation of this Order.

12. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall take effect immediately upon entry.

Dated:

Michael E. Ridgway
United States Bankruptcy Judge