

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

NORTH COUNTRY SEED LLC,

Debtor,

Court File No. 15-33482

Chapter 11 Case
Judge Kathleen H. Sanberg

**NOTICE OF HEARING AND MOTION OF
NORTH COUNTRY SEED, LLC FOR AUTHORITY TO SELL PROPERTY FREE AND
CLEAR OF LIENS
11 U.S.C. § 363(f)**

TO: The Parties in Interest identified in Local Rule 9013-3(a)(2).

1. North Country Seed, LLC (“NCS” or “Debtor”) by and through its undersigned counsel, hereby moves this Court, for the relief requested below and gives notice of hearing herewith.

2. The Court will hold a hearing on this Motion at 10:30 a.m. on Wednesday, November 22, 2017, or as soon thereafter as the parties may be heard, before the Honorable Kathleen H. Sanberg, United States Bankruptcy Judge, in Courtroom 8W of the United States Courthouse, 300 South Fourth Street, Minneapolis, Minnesota.

3. Any response to the Motion must be filed and served by mail or delivery not later than Friday, November 17, 2017, which is five (5) days before the time set for the hearing (including Saturdays, Sundays, and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This Court has jurisdiction over this motion under 28. U.S.C. §§ 157 and 1334,

Bankruptcy Rule 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The voluntary petition commencing this Chapter 11 case was filed on September 29, 2015 (the “**Petition Date**”). The case is now pending before this Court.

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

BACKGROUND FACTS

6. On the Petition Date, the Debtor was indebted to Farmers State Bank of Trimont under two separate notes, one for an operating line with a balance of \$1,271,751.00 (the “**Operating Line**”) and one for a real estate loan of \$184,612.00 (the “**Real Estate Loan**”).¹

7. The Operating Line was secured by all of the personal property of the Debtor. The Real Estate Loan was secured by the Debtor’s real property.

8. On August 31, 2016, the Debtor and FSB participated in a mediation with Judge Fisher as mediator and a settlement was reached.

9. The settlement required that (i) FSB bring a motion for relief from stay (the “**Lift Stay Motion**”), that the Debtor would not oppose; and (ii) that the Debtor bring a motion to approve a sale of assets to FSB (the “**Sale Motion**”) that FSB would support. The settlement required that both motions be granted as a condition of the settlement.

10. On November 2, 2016, the Court entered an order granting Sale Motion (Docket No. 274) and on November 3, 2016, the Court entered an order granting the Lift Stay Motion.

11. The effect of these two orders was that the Debtor was authorized to sell all of its assets to FSB, excepting the “**Excluded Assets**” as the term is used in the two orders.

¹ These balances are the amounts stated on the Debtor’s Schedule D filed on October 20, 2015 as Docket No. 28. According to proofs of claim filed by FSB, the balance owing on the Operating Line on the Petition Date was \$1,267,225.75 and the balance on the Real Estate Loan was \$184,378.35.

REMAINING ASSETS AND OPERATIONS OF NCS

12. Following the transaction with FSB, the Debtor ceased conducting business and continued in Chapter 11 to complete the litigation of a preference case, *North Country Seed, LLC v. FCA Co-Op*, Adv. 16-03021 (the “**FCA Adversary**”). The FCA Adversary was subsequently settled and the settlement approved by the Court on June 28, 2017. The settlement payment went toward paying in part the allowed administrative claim of Debtor’s counsel.

13. The Excluded Assets included both property owned by NCS and property owned by Joel and Kirsten Rabbe (the “**Rabbes**”) individually. The personally owned property was included in the definition of Excluded Assets only to clarify that FSB did not claim a security interest in these personally owned assets, not to indicate ownership by the Debtor. The personally owned assets are the Texas Longhorns, miscellaneous personal affects, pictures and such which are now in the possession of the Rabbes.

14. The Excluded Assets owned by the Debtor are (i) 100% of the membership units in Galena Genetics, LLC, (“**Galena**”) a Minnesota limited liability company (“**Galena Membership Units**”), (ii) any seed or grain inventory, (iii) trademarks, (iv) all books and records, including genetic books and records, (v) software licenses, computers with software and licenses Upon the closing of the sale, FSB was required to release its security interests in the Excluded Assets.

15. As of the date of this Motion, the Debtor owns no seed or grain inventory and owns only the “Galena Membership Units”, trademarks, books and records, including genetic books and records, and software licenses, computers with software and licenses which remaining assets the Debtor is seeking authority to sell under this Motion in addition the Debtor is seeking to sell (in the aggregate the “**Assets to be Sold**”).

16. More specifically, the Assets to be Sold are:

1. Galena Membership Units;
2. The following trademarks and expiration dates as of the Petition Date:

Better-Life
Country: Japan
Reg. No. 2137153-2
Exp. Date: 05/30/2019

Better-Life [with design]
Country: Japan
Reg. No. 2710740
Exp. Date: 10/31/2015

Better-Life
Country: South Korea
Reg. No. 314121
Exp. Date: 05/25/2015

Better-Life [with design]
Country: Japan
Reg. No. 2705669
Exp. Date: Unknown

Better-Life
Country: Vietnam
Reg. No. 2015648
Exp. Date: 04/11/2020

Better Genetics, Better Life, Better-Life
Country: USA
Reg. No. 3975296
Exp. Date: 10/13/2019

Know the Producer. Know the Food
Country: USA
Reg. No. 3901540
Exp. Date: 08/26/2019

Better-Life
Country: USA
Reg. No. 1575374
Exp. Date: 01/26/2010

Better-Life

Country: USA
Reg. No. 935083
Exp. Date: 05/16/2017

3. Books and records, including genetic books and records;
4. Software licenses, the computers with software and licenses identified on the list attached hereto as Exhibit 1.

EVIDENCE OF VALUE OF ASSETS TO BE SOLD

17. The Debtor has no funds with which to commission an appraisal of the Assets to be Sold, but based on other evidence, the Debtor believes that the value of the Assets to be Sold does not exceed the \$8,000.00 offer received from Rabbe, Inc. The following is a discussion of that other evidence.

The FSB Transaction

18. In the settlement reached with FSB, the Debtor conveyed to FSB all of its real property and all of its personal property except for the Excluded Assets. FSB believed that after liquidation of the conveyed property it would have a deficiency remaining and as a result preserved in the settlement a right to an unsecured deficiency claim. FSB has not yet amended its filed proofs of claim or to the best of the Debtor's knowledge, quantified the deficiency. Prior to the settlement, FSB held a security interest in the Assets to be Sold. Yet under the settlement FSB agreed to release its security interest in the Assets to be Sold. Expecting a deficiency, it is reasonable to assume that FSB did not ascribe any value, or at best nominal value, to the Assets to be Sold.

Business and History of Galena

19. Galena was organized on July 7, 1999 to develop commercially viable seed lines of edible non-GMO soybeans. "GMO" means genetically modified organism, a living plant organism whose genetic material has been altered through molecular engineering. "Non-GMO"

means a non-genetically modified organism, which is bred through a natural selection process. Soybeans are widely used as protein sources in the Far East and to a lesser extent in the United States. Asian countries have historically been especially skeptical of genetically modified soybeans and a number of regions have either banned GMO soybeans or required labelling identifying the products as GMO.

20. Recognizing potential growth in non-GMO soybean demand, Galena acquired an abandoned genome of non-GMO soybeans from Pioneer Hybrid International in 1999 and set about to develop, using traditional non-GMO methods of creating new hybrids through plant cross-breeding, commercially viable seed lines. The process requires 7-9 years to develop and requires, among other things, (i) highly specific farming - growing plants in separated test rows; (ii) specialized equipment -- small combines designed to harvest the test rows; and (iii) labor intensive segregating and recordkeeping of results after harvest.

21. Prior to the bankruptcy, Galena's operations were financially supported by the Debtor. Subsequent to the bankruptcy filing, Galena could no longer receive financial support from the Debtor. Nonetheless, Galena continued its operations throughout the bankruptcy of NCS subsidized financially by Rabbe, Inc., including paying 5 employees. But there is no agreement between Galena and Rabbe, Inc. whereby Rabbe, Inc. has any obligation to continue to provide financial support to Galena. Without continued financial support, Galena cannot continue to operate. Galena's seeds are now coming to market yet because Galena cannot yet support its operations without financial help, the value of the Galena Membership Units is minimal to potential buyers, valuable only to a buyer who believes in the ultimate viability of Galena, knows the genetics and breeding history and operation, and is willing to support it financially going forward. The Rabbes are really the only people who have all these qualities. One of their entities,

Rabbe, Inc. is willing to step up as it has in the past and support Galena by buying the Galena Membership Units from the Debtor.

22. Historically and at present, soybeans utilizing Galena's non-GMO genetic lines are grown by Rabbe Ag Enterprises ("**Rabbe Ag**"). Rabbe Ag buys the seed from Galena. Rabbe Ag then plants and grows the soybeans. While they are growing, Galena plant breeders cross-pollinate the test rows to create new hybrids that hopefully will contain improved desirable characteristics in the growing soybean plants. After harvest, Rabbe Ag sells the separately harvested segregated seed crop back to Galena for Galena to analyze, categorize and hopefully use for the next year's crop and so the cycle continues. But there is no written agreement between Rabbe Ag and Galena obligating Rabbe Ag to sell seed from this year's harvest to Galena. Without sufficient seed to plant another generation of plants to cross-breed, Galena will be out of business. Galena does own small amounts of genetic material for the hybrid strains it has developed, but it does not own seed in sufficient amounts to restart the program should it be unable to obtain seed from Rabbe Ag. It would take Galena literally years to restart its breeding and cultivation program if it should lose the seed grown by Rabbe Ag.

Financial Statements

23. Prior to the Petition Date, the Debtor reported the operations of the Debtor and Galena jointly so there were no separate financial statements for Galena. Since the Petition Date, and the need for the Debtor to provide monthly operating reports of its income and expenses, the Debtor has maintained separate income and expense records for Galena. The Debtor's accountant has prepared preliminary unaudited financial statements for Galena. Copies of these are attached as Exhibit 2. These statements show that there is no equity in Galena and that Galena has operated at a loss in 2016.

24. Galena does not own any real estate or tangible personal property. Galena owns only the intellectual property rights to the seed lines it has developed and continues to develop as well as the books, records, and other evidence to establish the genetics of the plants for these seed lines.

Market Exposure

25. Debtor's counsel frequently receives calls from individuals and entities who buy assets out of Chapter 11 cases. He has received no calls from anyone inquiring about buying the membership units of Galena. The Debtor's chief manager, Joel Rabbe, lives in the small community where Galena operates. No one has approached him expressing an interest in acquiring the membership units of, or assets of Galena although the NCS bankruptcy is widely known in the community. He did speak with two individuals about a potential transaction for Galena, a purchase of either units or assets. Neither party expressed interest. The Chapter 11 case has now been pending for two years. The Debtor believes that there is no market for the Galena Membership Units.

26. Notice of this Motion will be given to every party on the matrix and those parties can come forward if they have interest.

THE CURRENT OFFER

27. The Debtor has now obtained an offer to purchase the Assets to be Sold, including the Galena Membership Units, free and clear of liens and interests, from Rabbe, Inc., a related non-debtor entity (and a creditor holding an unsecured claim against the Debtor in the amount of \$4,263.66) for an aggregate price of \$8,000.00 and a release of its claim (the "**Purchase Price**"). The Debtor believes that the aggregate value of the Assets to be Sold is less than the Purchase Price.

28. Based on the bankruptcy schedules, a recent UCC search and a review of the filed claims, the Debtor is not aware of any security interests or liens in the Excluded Assets other than the security interest of FSB which has been or is required to be released.

29. If necessary and appropriate at any evidentiary hearing, Movant designates Joel Rabbe as a potential witness. Movant also cross-designates any witnesses designated by any party opposing this motion.

WHEREFORE, the Movant respectfully requests that the Court enter an order approving the sale of the Assets to be Sold to Rabbe Inc., free and clear of liens and interests and granting such further and other relief as the Court deems just and equitable.

LAPP, LIBRA, THOMSON,
STOEBNER & PUSCH, CHARTERED

Dated: October 27, 2017

/s/ Ralph V. Mitchell
Ralph V. Mitchell (#184639)
120 South Sixth Street, Suite 2500
Minneapolis, MN 55402
(612) 338-5815

ATTORNEYS FOR NCS

VERIFICATION

I, Joel Rabbe, hereby verify under penalty of perjury that the facts contained in the foregoing are true and correct to the best of my knowledge, information and belief.



Joel Rabbe

EXHIBIT 1

	QTY	Value	Total ea.	Page Total
Computer w/monitor, keyboard, mouse	1	100	100	***
Computer (acts as a server) w/ monitor, keyboard, mouse	1	100	100	***
Backup drive for server computer	2	10	20	***
Backup drives for QB (QuickBooks)	2	10	20	***
Computer w/monitor, keyboard, mouse	1	100	100	***
RGC Computer (shares other monitor, keyboard, mouse)	1	100	100	***
Computer w/monitor, keyboard, mouse	1	50	50	***
Laptop computer w/mouse & keyboard	1	25	25	***
Outlook 2010	2	25	50	***
Office 2010	1	25	25	***
Office 2010 -Home & Business	1	25	25	***
Office Pro 2007	1	10	10	***
Office 2007 Home & Student	2	10	20	***
Office 2007 Small Business	1	10	10	***
Monitor	1	10	10	
Laptop	1	25	25	***
David's iPad	1	50	50	***
HP Laptop w/keyboard	1	50	50	***
Monitor	2	20	40	
2007 Office Home & Student program	1	25	25	***
Office 2008 program for Mac	1	25	25	***
Old Laptop	1	20	20	***
Total Value of Computer equipment and software			900	

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

NORTH COUNTRY SEED LLC,

Debtor,

Court File No. 15-33482

Chapter 11 Case
Judge Kathleen H. Sanberg

**MEMORANDUM IN SUPPORT OF MOTION OF
NORTH COUNTRY SEED, LLC FOR AUTHORITY TO SELL PROPERTY FREE AND
CLEAR OF LIENS
11 U.S.C. § 363(f)**

North Country Seed LLC (“NCS”) provides this memorandum in support of its motion for sale free and clear.

FACTS

The factual basis for this memorandum are set forth in the verified Motion and incorporated herein.

DISCUSSION

11 U.S.C. § 363(b) provides 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.” 11 U.S.C. § 363(b)(1). The Debtor contends that the proposed sale of the Assets to be Sold, as defined in the Motion is in the best interest of the estate. NCS is no longer conducting business although its wholly owned subsidiary, Galena Genetics LLC continues its genetics business, a business which has never produced a distribution to NCS and in which NCS has no equity. NCS has no cash and no source of revenue. Yet, NCS has unpaid Chapter 11 administrative expenses allowed by the Court but unpaid to its counsel. The sale of the Assets to be Sold will bring in

\$8,000.00 to the estate which can be used to reduce these unpaid administrative expenses. The sale benefits the estate by providing the Debtor with a means to pay some of its administrative expenses that it would otherwise not have.

The Court must consider the proposed sale to determine whether there is sound business justification for a sale outside the ordinary course. *See, e.g., In re Channel One Communications*, 117 B.R. 493 (Bank. E.D. Mo. 1990) (adopting the sound business purpose test of *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983)); *In re George Walsh Chevrolet, Inc.*, 118 B.R. 99 (Bankr. Mo. 1990); *In re Titusville Country Club*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991); *In re Phoenix Steel Corp.*, 82 B.R. 334, 335-336 (Bankr. D. Del. 1987). The Assets to be Sold are all of the remaining assets of the Debtor. The Debtor is incurring UST fees and other administrative expenses that it has no ability to pay. After the settlement with Farmers State Bank was consummated, the Debtor continued in Chapter 11 only to conclude an adversary proceeding which was settled and approved in July 2017.

Court approval of the trustee's motion to sell is warranted when the trustee has demonstrated sound business judgment in requesting the sale. The proper exercise of such judgment is shown when the purchase price is fair and reasonable and the sale process has been conducted in good faith by the trustee and by the prospective purchaser. *See In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 149–50 (3d Cir.1986); *In re Decora Industries, Inc.*, 2002 WL 32332749, at *2. As was recently summarized in *In re Bryan*, 2013 WL 4716194, at *2 (Bankr.M.D.Ala. Sept. 3, 2013):

The Trustee's sale of estate property, and thus his acceptance of any bid, is governed by the business judgment test.... Essentially, this requires a trustee to establish sound business reasons for the terms of the proposed sale.... Under this test, the Court considers factors such as: “(1) any improper or bad faith motive; (2) price is fair and the negotiations or bidding occurred at arm's length, (3) adequate procedure, including proper exposure to the market and accurate and reasonable notice to all parties in interest.” *In re Gulf States Steel, Inc. of Ala.*, 285 B.R. 497, 514 (Bankr.N.D.Ala.2002). A trustee's decision in executing a sale or accepting a bid “is entitled to respect and great deference from the Court, so long as the burden of giving sound business reasons is met.” *Id.*

In re Scimeca Found., Inc., 497 B.R. 753, 771–72 (Bankr. E.D. Pa. 2013)

There is no established market for the sale of privately held membership interests in private limited liability companies. Rabbe, Inc. has been financially supporting Galena throughout the bankruptcy and is the most likely bidder to purchase the Assets to be Sold. There is no evidence of any bad faith motive. While Rabbe, Inc. is owned by some of the same individuals who owned NCS, Rabbe, Inc. made an arms length proposal to NCS counsel of \$6,850.00. NCS counsel attempted to negotiate a higher price for the Debtor and ultimately, Rabbe, Inc. agreed to \$8,000. Reasonable notice has been provided to all parties. Exposure to the market was sufficient under the circumstances. In a recent decision, a New Mexico bankruptcy court approved a sale with no exposure to the market of a life estate in real property to the remainderman. The court explained that there is no recognized market for life estates and the remainderman was the most likely bidder. In addition to the sale price, as is the case here, the buyer waived its claim in the bankruptcy of the life estate tenant. *In re Sasso*, 572 B.R. 331, 339 (Bankr. D.N.M. 2017).

The trustee may sell property under subsection (b) or (c) of Section 363 free and clear of any interest in such property of an entity other than the estate, only if—

- (1) applicable nonbankruptcy 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.

11 U.S.C. §363(f). NCS believes that there are either (i) no party with an interest in the property to be sold or (ii) that any such party (namely FSB who has not yet terminated its UCC filing)

will consent.

The Debtor respectfully requests that an order be entered approving the sale of the Assets to be Sold to Rabbe, Inc. free and clear of liens and interests for the price of \$8,000 cash plus a waiver of the claim of Rabbe, Inc.

LAPP, LIBRA, THOMSON,
STOEBNER & PUSCH, CHARTERED

Dated: October 27, 2017

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

ATTORNEYS FOR NCS

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

NORTH COUNTRY SEED LLC,

Debtor,

Court File No. 15-33482

Chapter 11 Case
Judge Kathleen H. Sanberg

ORDER

At Minneapolis, Minnesota.

This case came before the Court on the motion (“**Motion**”) of North Country Seed, LLC (“**NCS**”) for authority to sell certain personal property to Rabbe, Inc. free and clear of liens and interests. Appearances were as noted on the record.

After reviewing the submissions and arguments of counsel and the parties, the Court finds that the Motion should be GRANTED.

IT IS ORDERED:

1. NCS may sell the following property to Rabbe, Inc. for the aggregate price of \$8,000.00 and release of all claims of Rabbe, Inc. against the estate:

- a. 100% of Membership Interests in Galena Genetics, LLC;
- b. The following trademarks:

Better-Life
Country: Japan
Reg. No. 2137153-2
Exp. Date: 05/30/2019

Better-Life [with design]
Country: Japan
Reg. No. 2710740

Exp. Date: 10/31/2015

Better-Life
 Country: South Korea
 Reg. No. 314121
 Exp. Date: 05/25/2015

Better-Life [with design]
 Country: Japan
 Reg. No. 2705669
 Exp. Date: Unknown

Better-Life
 Country: Vietnam
 Reg. No. 2015648
 Exp. Date: 04/11/2020

Better Genetics, Better Life, Better-Life
 Country: USA
 Reg. No. 3975296
 Exp. Date: 10/13/2019

Know the Producer. Know the Food
 Country: USA
 Reg. No. 3901540
 Exp. Date: 08/26/2019

Better-Life
 Country: USA
 Reg. No. 1575374
 Exp. Date: 01/26/2010

Better-Life
 Country: USA
 Reg. No. 935083
 Exp. Date: 05/16/2017

- c. All books and records, including genetic books and records;
- d. The following software licenses, and computers with software and licenses:

	QTY	Value	Total ea.
Computer w/monitor, keyboard, mouse	1	100	100
Computer (acts as a server) w/ monitor, keyboard, mouse	1	100	100
Backup drive for server computer	2	10	20
Backup drives for QB (QuickBooks)	2	10	20

Computer w/monitor, keyboard, mouse	1	100	100
RGC Computer (shares other monitor, keyboard, mouse)	1	100	100
Computer w/monitor, keyboard, mouse	1	50	50
Laptop computer w/mouse & keyboard	1	25	25
Outlook 2010	2	25	50
Office 2010	1	25	25
Office 2010 -Home & Business	1	25	25
Office Pro 2007	1	10	10
Office 2007 Home & Student	2	10	20
Office 2007 Small Business	1	10	10
Monitor	1	10	10
Laptop	1	25	25
David's iPad	1	50	50
HP Laptop w/keyboard	1	50	50
Monitor	2	20	40
2007 Office Home & Student program	1	25	25
Office 2008 program for Mac	1	25	25
Old Laptop	1	20	20

4. Notice of the sale was adequate under the circumstances.
5. The sale price is reasonable and within the exercise of the Debtor's business judgment;
6. The sale is in the best interest of the estate and its creditors.
7. The sale shall be free and clear of liens and interests.
8. Rabbe, Inc. FSB is entitled to the benefit of 11 U.S.C. § 363(m).

Dated: _____

 Kathleen H. Sanberg
 Chief United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

NORTH COUNTRY SEED LLC,

Debtors.

Court File No. 15-33482

Chapter 11 Case
Judge Kathleen H. Sanberg

CERTIFICATE OF SERVICE

Jamesetta K. Collins, under penalty of perjury, states that on October 27, 2017, she caused to be filed electronically through with the Clerk of Court and served through ECF (which constitutes service or notice pursuant to Local Rule 9006-1(a)). She served the following documents:

- 1. NOTICE OF HEARING AND MOTION OF NORTH COUNTRY SEED, LLC FOR AUTHORITY TO SELL PROPERTY FREE AND CLEAR OF LIENS
11 U.S.C. § 363(f);**
- 2. MEMORANDUM IN SUPPORT OF MOTION OF NORTH COUNTRY SEED, LLC FOR AUTHORITY TO SELL PROPERTY FREE AND CLEAR OF LIENS
11 U.S.C. § 363(f); and**
- 3. [PROPOSED] ORDER.**

by first class mail, postage prepaid, to the parties on the attached sheet.

Dated: October 27, 2017

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

Label Matrix for local noticing
0864-3
Case 15-33482
District of Minnesota
St Paul
Fri Oct 27 11:38:38 CDT 2017

Farmers State Bank of Trimont
220 Main Street West
P. O. Box 388
Trimont, MN 56176-0388

North Country Seed, LLC
501 Main Street
PO BOX 548
Ormsby, MN 56162-0548

UNITED PRAIRIE BANK
C/O MICHAEL J IANNAcone
8687 EAGLE POINT BLVD
LAKE ELMO, MN 55042-8628

St Paul
200 Warren E Burger Federal Building and
US Courthouse
316 N Robert St
St Paul, MN 55101-1465

ADBO Eick & Meyers, LLP
PO Box 3166
Mankato MN 56002-3166

AFLAC
1932 Wynnton Road
Columbus GA 31999-0002

AT&T
PO Box 105068
Atlanta GA 30348-5068

AT&T Corp.
% AT&T Services, Inc.
Karen Cavagnaro, Esq.
One AT&T Way, Room 3A104
Bedminster, NJ 07921-2693

Abdo, Eick & Meyers, LLP
100 Warren St.
Suite 600
Mankato MN 56001-3788

American Casting & Manufacturi
51 Commerical St.
Plainview NY 11803-2490

American Popcorn Co.
PO Box 178
Sioux City IA 51102-0178

Amy Eich
208 Park Street
Sherburn MN 56171-9683

Bakken Repair & Sales
300 2nd Ave.
PO Box 474
Ormsby MN 56162-0474

Ben and Pete Christenson
75950 300th Street
Saint James MN 56081

Bob Craven
1336 Raymond Ave.
Saint Paul MN 55108-1725

Brian Kleine
306 West 2nd Street
Sherburn MN 56171-1255

C & B Operations LLC
d/b/a Tri County Implement
c/o Craig Smith
PO Box 205
Gettysburg SD 57442-0205

C&B Operations LLC
30965 US Hwy 212
Gettysburg SD 57442-8709

CHS Insurance
5500 Cenex
Inver Grove Heights MN 55077-1721

CHS Insurance Services, LLC
PO Box 64422
Inver Grove Heights MN 55077

Chase Card Services
PO Box 94014
Palatine IL 60094-4014

City of Ormsby
PO Box 507
Ormsby MN 56162-0507

Connie Helmers
828 20th Avenue
Dunnell MN 56127-1133

Craig E. Smith
Neumayr & Smith
PO Box 205
Gettysburg, SD 57442-0205

Dave Snyder
3868 150th Street
Estherville IA 51334-7517

David Breneman
328 North Lake Street
Sherburn MN 56171-1048

Dennis Hylan
49729 State Hwy 60
Lake Crystal MN 56055-4431

Des Moines Sewing Machine Co.
77 College Avenue
Des Moines IA 50314-3525

(p) DWAYNE MILBRATH
907 N PLEASANT ST
LAKEFIELD MN 56150-1299

Enerfo USA, Inc.
16934 Frances St.
Suite 105
Omaha NE 68130-2397

Evergreen Line Shipping Agency
1600 North Dallas Parkway
Suite 400
Dallas TX 75248

Evergreen Shipping Agency (America) Corp.
823 Commerce dr
Oak Brook, IL 60523-8826

FCA CO-OP
PO 228
JACKSON MN 56143-0228

FCA Coop
PO 228
Jackson MN 56143-0228

Farmer's State Bank of Trimont
PO Box 338
Trimont MN 56176-0338

Farmers State Bank of Trimont
220 Main Street
Trimont MN 56176-4021

FedEx
PO Box 94515
Palatine IL 60094-4515

Fleet & Farm Supply, Inc.
1175 11th Street South
Saint James MN 56081-2233

Frontier
PO Box 20550
Ormsby MN 56162

(p) FRONTIER COMMUNICATIONS
BANKRUPTCY DEPT
19 JOHN STREET
MIDDLETOWN NY 10940-4918

G&M Runge, Inc.
PO Box 227
Saint James MN 56081-0227

Gareth Holmen
54050 900th Street
Windom MN 56101-4053

Glenn Henriksen
PO Box 138
Armstrong IA 50514-0138

GlobeRunenrs Inc
2155 Woodbury Drive
Suite 101
Woodbury, MN 55125

Globerunners Incorporated
2155 Woodlane Drive
Suite 101
Saint Paul MN 55125-3049

Greg Knight
3070 Hwy 71
Spencer IA 51301-2023

Hapag-Llyod (America)
3030 Warrenville Rd.
Suite 500
Lisle IL 60532-3641

Herman Anderson
26610 State Hwy 15
Madelia MN 56062-6011

(p) INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Jeff Hohenstein
51195 158th Street
Garden City MN 56034-4403

Joel & Kirsten Rabbe
PO Box 330
Trimont MN 56176-0330

Joel Oberdieck
42699 850th Ave
Truman MN 56088-4461

Jon E. & Debra Rabbe
2247 90th Ave.
Trimont MN 56176-1258

Joyce Rabbe
PO Box 261
Trimont MN 56176-0261

Joyce Rabbe Trust
PO Box 261
Trimont MN 56176-0261

Ken Anacker
57915 310th Street
Mountain Lake MN 56159-2029

Kirsten Rabbe
PO Box 330
Trimont MN 56176-0330

Kuehl's Electric Inc.
304 Tiell Drive
Saint James MN 56081-1317

Larry Heger
318 220th Avenue
Fulda MN 56131-9567

Lauren Steinle
33919 640th Avenue
Butterfield MN 56120-4000

MN DEPARTMENT OF REVENUE
551 BKY SECTION
P O BOX 64447
Saint Paul MN 55164-0447

MN DEPT OF LABOR & INDUSTRY
443 Lafayette Road
Saint Paul MN 55155-4301

Marco
PO Box 660831
Dallas TX 75266-0831

Mark Bakken
PO Box 474
Ormsby MN 56162-0474

Martin Cty Auditor/Treasurer
201 Lake Ave.
Suite 201
Fairmont MN 56031-1853

Max Kieley
900 Bremer Tower
445 Minnesota Street
St. Paul, MN 55101-2190

Merle Gieseke
2230 150th Street
Fairmont MN 56031-4625

Midway Farm Equipment
PO Box 482
Mountain Lake MN 56159-0482

Mike Maurer
50921 213th Street
Lake Crystal MN 56055-2211

Minnesota Department of Agriculture
Max Kieley
900 Bremer Tower
445 Minnesota Street
St. Paul, MN 55101-2190

Neal Mensing
14136 365th Avenue
Blue Earth MN 56013-4903

NuWay Coop
Box Q
Trimont MN 56176-0370

PSI
PO Box 6
Darwin MN 55324-0006

Pro Cooperative
17 3rd Avenue NE
Pocahontas IA 50574-1614

Quill Corporation
PO Box 37600
Philadelphia PA 19101-0600

Rabbe Farms, LLP
501 Main St.
Ormsby MN 56162-2000

Rabbe, Inc.
PO Box 548
Ormsby MN 56162-0548

Rafael Padilla V.
721 6th Street North
Saint James MN 56081-1602

Ryan Kahler
861 85th Street
Sherburn MN 56171-1193

STEP, Inc.
PO Box 110
Fairmont MN 56031-0110

Sanford Seibert
35252 State Hwy 15
Lewisville MN 56060-5441

South Central Coop
64842 460th Street
Fairfax MN 55332

South Central Electric Assoc.
PO Box 150
Saint James MN 56081-0150

South Central Grain and Energy
64908 State Hwy 4
P.O. Box E
Fairfax, MN 55332-0905

Sterling Adamson
10 Ash Street East
Trimont MN 56176-4010

Sterling Anderson
10 Ash Street East
Trimont MN 56176-4010

Sylvester Spaeth
30152 State Hwy 68
Sleepy Eye MN 56085-4516

Telvent DTN, Inc.
26385 Network Place
Chicago IL 60673-1263

Telvent DTN, LLC
9110 W Dodge Rd Ste 100
Omaha, NE 68114-3334

Tim Holm
753 60th Avenue
Dunnell MN 56127-1147

Todd Thiiges
105 140th Street
West Bend IA 50597-8515

Tom Conlon
36491 State Hwy 22
Saint Peter MN 56082

UPS
Lockbox 577
Carol Stream IL 60132-0577

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

Waste Management
PO Box 42390
Phoenix AZ 85080-2390

Wendel Rode
1311 105th Street
Welcome MN 56181-1343

Z-Machine
932 Main St.
P.O Box 453
Ocheyedan, IA 51354-0453

Z-Machine, Inc.
932 South Main St.
PO Box 453
Ocheyedan IA 51354-0453

Ralph Mitchell
Lapp Libra Thomson Stoebner & Pusch
120 S 6th St
Suite 2500
Minneapolis, MN 55402-5155

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

Dwayne Milbrath
82289 380th Ave.
Okabena MN 56161

Frontier
PO Box 20550
Rochester NY 14602

(d)Frontier Communications
PO Box 20550
Rochester NY 14602

INTERNAL REVENUE SERVICE
STOP 5700
30 E 7TH ST STE 1222
St Paul MN 55101

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

(u) FCA Co-Op

(u) South Central Grain and Energy

(u) HOANG MINH THANH
PRODUCTION AND TRADING CO
190 BACH DANG STR
BINH THANH DIST
HOCHIMINH CITY

End of Label Matrix
Mailable recipients 99
Bypassed recipients 3
Total 102