

**IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TENNESSEE  
SOUTHERN DIVISION**

**IN RE:  
Robert Agee**

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)  
)  
)

**Case #: 16-13456 SDR  
Chapter 11**

**Debtor(s)  
NOTICE OF PROPOSED SALE OF PROPERTY, COMBINED  
WITH MOTION TO SELL PROPERTY FREE AND CLEAR**

**NOTICE OF HEARING**

**Notice is hereby given that:**

**A hearing will be held on this matter on August 24, 2017, at 11:00 a.m., in Courtroom A, United States Bankruptcy Court, 31 East 11<sup>th</sup> Street, Chattanooga, Tennessee 37402**

**If you do not want the court to grant the relief requested, you or your attorney must attend this hearing. If you do not attend the hearing, the court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.**

Debtor, by and through counsel gives notice of intent to sell the property described below in the manner and at the time stated below, and requests an order authorizing the sale of the property free and clear of the interest(s) in such property described below. The movant makes the following representations in support of this request:

1. The property to be sold may be described as follows: 25 Mayberry Street, Sparta, TN
2. The name and address of the proposed buyer are: Visnu Patel (50%), Yogeshkumar Patel(25%) and Raj Patel (25%)
3. The purchase price is \$200,000.00, and the estate or the debtor(s) will also receive the following additional consideration: 1) Proceeds from the sell shall be paid to Wilson Bank to release its lien; 2)Prorated property taxes to be paid at closing; 3) any environmental clean up cost will be paid at closing.

4. The sale is to be made by private sale. The terms and conditions of the sale are as set out on the attached Purchase and Sale Agreement.

5. Those holding interests in the property, the nature of their interests, and the amounts of their claims are as follows:

<b>Interest Holder</b>	<b>Description of Interest</b>	<b>Amount of Claim</b>	<b>Ground: 363(f)___</b>
Wilson Bank & Trust (1 <sup>st</sup> )	Mortgage	\$5,000,000.00	
Wilson Bank & Trust (2 <sup>nd</sup> )	Mortgage	\$1,225,000.00	
Modern Distributors	Judgment Lien	\$788,738.72	
Placid Refining Company, LLC	Judgment Lien	\$67722.49	
JB & B Investments, LLC	Judgment Lien	\$435,869.96	
M2 Lease Funds, LLC	Judgment Lien	\$145,059.58	

If the ground for selling the property free and clear of an interest is something other than that the interest holder consents to the sale, the movant(s) provide(s) the following additional explanation: There is insufficient equity in said property to secure interest in any liens other than Wilson Bank & Trust.

Respectfully Submitted,  
**Law Office of W. Thomas Bible, Jr.**

By: /s/ W. Thomas Bible, Jr.  
W. Thomas Bible, Jr., BPR 014754  
6918 Shallowford Road, Suite 100  
Chattanooga, TN 37421  
(423) 424-3116; (423)553-0639 (fax)  
[tom@tombiblelaw.com](mailto:tom@tombiblelaw.com)  
Attorney for the Debtor

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on August 3, 2017, a true and correct copy of the foregoing motion was sent via U.S. Mail Postage Pre-Paid or Electronic Mail to the following: Trustee, the Office of the Assistant U.S. Trustee, 31 E. 11<sup>th</sup> floor, Chattanooga, TN 37402 and the attached matrix (Matrix attached to original only).

/s/ W. Thomas Bible, Jr.  
W. Thomas Bible, Jr.

This instrument was prepared by Jack Franklin, Attorney at Law,  
10 East Bockman Way, Sparta, Tennessee 38583

## PURCHASE AND SALE AGREEMENT

This Agreement made and executed in duplicate this 1st day of June, 2017, by and between ROBERT W. AGEE, hereafter called "Seller", and VISNU PATEL (37.50%), YOGESHKUMAN PATEL (37.50%), and RAJ PATEL (25%), hereafter called "Buyers".

### 1. PROPERTY:

A. Description: The Seller agrees to sell and the Buyers agree to purchase, for the price and upon the terms and conditions hereinafter recited, that certain real property (and the appurtenances thereof and thereto). Said real estate is located at 25 Mayberry Street, Sparta, Tennessee, and described as follows:

Lying and being in the First (1st) Civil District of White County, Tennessee, a tract or parcel of land situated on the West side of Mayberry Street, and beginning at a 3/8 inch diameter driven rebar with a yellow plastic cap stamped L-1689 in the West margin of Mayberry Street, being located North 60°23'49" West 3.69 feet from a utility pole and being the northeast corner of this tract being described and the southeast corner of the property of Mrs. Comer Knowles; thence, leaving the property of Mrs. Knowles and with a line coincident with the West margin of said road, South 18°20'34" West 229.73 feet to a 3/8 inch diameter driven rebar with a yellow plastic cap stamped L-1689 in the West margin of said road, being the southeast corner of this tract being described and a northeast corner of the property of Eddie Qualls; thence, leaving said road and with a line coincident with the North line of the property of Qualls, North 68°33'44" West 496.86 feet to a 3/8 inch diameter driven rebar with a yellow plastic cap stamped L-1689 in the North line of the property of Qualls, being the southwest corner of this tract being described and the southeast corner of the property of Ed Knowles; thence, leaving the property of Qualls and with a line coincident with the East line of the property of E. Knowles, North 29°27'30" East 231.16 feet to a 3/8 inch diameter rebar in the East line of the property of

Knowles, being the northwest corner of this tract being described and the southwest corner of the property of Mrs. Knowles; thence, leaving the property of E. Knowles and with a line coincident with the South line of the property of Mrs. Knowles, South 68°37'28" East 452.20 feet to the beginning, containing 2.496 acres as surveyed by William S. Williford, R.L.S. No. 1689, 354 Tom Frasier Road, Sparta, Tennessee 38583, on May 29, 2006.

Being property acquired by Robert W. Agee, by Warranty Deed from Darla Sims, Tonya Scott and husband, Charlie Scott, Betsy Blaylock and husband, Larry Blaylock, and Jacquelyn Dejong dated June 15, 2006 and recorded in Record Book 205, page 173, in the Register's Office for White County, Tennessee.

B. Condition of the Property: SELLER DOES NOT WARRANT EITHER EXPRESSLY OR BY IMPLICATION, THE CONDITION OR FITNESS OF THE PROPERTY CONVEYED HEREUNDER, ANY SUCH WARRANTY BEING HEREBY EXPRESSLY NEGATED. BUYERS BY THEIR ACCEPTANCE HEREOF, ACKNOWLEDGE THAT THEY HAVE MADE A COMPLETE INSPECTION OF THE ABOVE DESCRIBED REAL PROPERTY AND ANY IMPROVEMENTS AND/OR EQUIPMENT LOCATED THEREON AND ARE IN ALL RESPECTS SATISFIED THEREWITH AND ACCEPT THE SAME "AS IS".

## **2. CONSIDERATION AND PAYMENT:**

A. Purchase Price and Payment: Buyers agree to pay for the said property the sum of \$200,000.00 ("Purchase Price"), in cash, or other immediately available funds, at Closing, less the earnest money of \$1,000.00 already paid to the Escrow Account of Jack Franklin, Attorney at Law.

B. Closing and Adjustments:

1. The sale is to be closed on or before July 31, 2017. It is agreed that Buyers shall have possession of the property at Closing.

2. Property taxes for the current year are to be prorated, with any back taxes paid by Seller.

## **3. CLOSING COSTS:**

A. Seller will be responsible for all fees, costs, and expenses incurred by Seller in connection with or relating to Seller's satisfying the terms and conditions hereof.

B. Buyers will be responsible for all taxes, fees, costs and expenses related to the preparation and recording of any documents or instruments related to Buyers' financing for the acquisition of the property, and for all fees, costs and expenses incurred by Buyers in connection with or relating to Buyers' satisfying the terms and conditions hereof.

C. All other costs will be allocated as follows:

Cost	Seller	Buyers
Title Insurance and Title Exam	_____	_____ <u>X</u> _____
Preparation of Deed	_____ <u>X</u> _____	_____
Survey	_____	_____ <u>X</u> _____
Recording Fees and Transfer Taxes on Deed	_____	_____ <u>X</u> _____

**4. CONTINGENCIES:**

This contract is contingent upon Buyers being able to secure lender financing, Seller securing Bankruptcy Court approval and Seller being able to provide clear title. Buyers are entitled to their earnest money being refunded if either of these contingencies is not met.

**5. TITLE:**

Seller shall convey to Buyers, by general warranty deed, marketable fee simple title to the property, subject only to restrictions, covenants and servitudes of record, easements and other conditions as may appear of record or be shown on the applicable plan, if any, and zoning and other laws and ordinances applicable to the property. Any title search or title policy shall be the responsibility of Buyers. If a commitment for title insurance discloses any defects in title which cannot be cured at closing, the Seller shall have an additional 30 days within which to cure all such defects: and if any such defect remains uncured after such additional time, Buyers may elect to declare this agreement of no force or effect and shall thereupon be refunded the earnest money in full, or Buyers may elect to accept title with such defects.

**6. REPRESENTATIONS AND WARRANTIES:**

Seller warrants and represents that, to best of Seller's knowledge:

A. With respect to the use and ownership of the property, there are no existing or threatened defaults or disputes with or by any person, including Seller, under the terms of any agreement or contract, including but not limited to any service, utility, or maintenance agreements.

B. There are no encumbrances, liens, or charges of any kind upon the property which will not be satisfied and discharged in full by Seller and released at or before the closing in a form satisfactory to Buyers.

**7. CONTRACT DEFAULT:**

A. In the event Seller shall fail to comply in all ways with this agreement within the time specified, in the event of a default in any one or more of the covenants, representations and/or warranties made by Seller, or in the event any one or more of the same shall be or become untrue in any respect whatsoever, or in the event of the failure of Seller to satisfy, in the time and manner herein provided, any one or more conditions herein, Buyers shall have, as their sole recourse, the right to terminate this agreement by notice to Seller and to have all earnest money refunded, and, in the event of such election by Buyers, Buyers are and shall be relieved of all duties and obligations hereunder.

B. If the Buyers fail to comply with this agreement within the time specified, Seller shall retain the earnest money.

**8. ENTIRE AGREEMENT:**

This agreement constitutes the sole and entire agreement between Buyers and Seller and no modification hereof shall be binding unless attached hereto and signed by Buyers and Seller. No representations, promises, or inducements not included in this agreement shall be binding upon either of the parties. This agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, their respective heirs, successors, assigns, beneficial owners and representatives.

**9. CLOSING DATE AND LOCATION:**

A. The closing shall be held in Sparta, Tennessee at the office of Attorney Jack Franklin or at such other place as the parties agree.

B. The date of the closing shall be on or before July 31, 2017, except that such date shall automatically be extended to such date (the "extended closing date") as may permit the Seller to have the full period of time to cure any defects relative to title or survey. The extended closing date shall be the fifth (5<sup>th</sup>) business day following the expiration of the periods of time provided for to cure any defects as appropriate. As used herein, the term "Closing" shall mean the actual date the closing occurs.

C. At the closing, all documents herein contemplated for the conveyance of the property, the payment of the purchase price and all other necessary documents and instruments shall be executed and delivered.

**10. MISCELLANEOUS:**

A. The validity, construction, and interpretation of this agreement shall in all ways be governed and determined in accordance with the laws of the State of Tennessee. In the event any portion hereof is determined to be enforceable by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect.

B. Time is of the essence with respect to all matters to be performed pursuant to this agreement.

C. Any provisions contained herein shall survive the Closing and delivery of the deed, and shall remain binding on the parties to this Agreement and shall be fully enforceable thereafter.

D. The captions used in this agreement have been inserted only for purposes of convenience and the same shall not be construed or interpreted so as to limit or define the intent or the scope of any part of this agreement.

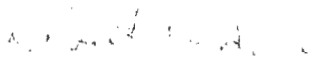
E. Notices shall be given as between the parties in writing, and shall be delivered to the addresses of the parties set forth below their respective signatures. All notices shall be either personally delivered, or mailed through U.S. Postal Services, postage prepaid, in a sealed envelope, certified mail, return receipt requested. Notice shall be deemed given when personally delivered, or the day following deposit in the U.S. Postal Service as aforesaid.

F. In the event it becomes necessary to enforce this agreement through an attorney, or by the institution of litigation or other proceedings, the prevailing party, in addition to all other damages or remedies which may be awarded, shall be entitled to receive all costs incurred by it in undertaking such action, including court costs, out of pocket expenditures and reasonable attorneys fees.




G. The provisions contained in this Agreement shall bind and inure to the benefit of Seller and Buyer, and their respective heirs, distributees, personal representatives and successors.



SELLER:

  
\_\_\_\_\_  
Robert W. Agee

BUYERS:

  
\_\_\_\_\_  
Visnu Patel  
  
\_\_\_\_\_  
Yogeshkuman Patel  
  
\_\_\_\_\_  
Raj Patel

Seller's Address for Notices:

P.O. Box 296  
Sparta, Tennessee 38583

Buyers' Address for Notices:

P.O. Box 183  
Sparta, Tennessee 38583

**25 Mayberry Street, Sparta, White County, TN**

1. First mortgage in favor of Wilson Bank & Trust in the original amount of \$5,000,000.00.
2. Second mortgage in favor of Wilson Bank & Trust in the original amount of \$1,225,000.00.

Judgment Liens:

1. Modern Distributors, Inc. - \$788,738.72.
2. JB&B Investments, LLC - \$435,869.96.
3. Placid Refining Company, LLC - \$67,722.49.
4. M2 Lease Funds, LLC - \$145,059.58.

Bankruptcy Rule 6004(c)

- Notice of Sale must include a hearing date.
- Notice of Sale and Court Order must state that sale will be free and clear of all liens except for \_\_\_\_\_.

**IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TENNESSEE  
SOUTHERN DIVISION**

**IN RE:  
Robert Agee**

**Case #: 16-13456 SDR  
Chapter 11**

**Debtor(s)**

**ORDER AUTHORIZING SALE OF PROPERTY LOCATED 25 MAYBERRY STREET,  
SPARTA TN 35383**

Debtor, by and through counsel, has filed a Notice of Intent To Sell certain real property, namely 25 Mayberry Street, Sparta TN 35383 for the consideration and under the terms and conditions stated in the notice. After Notice and Hearing on this matter and it being determined that the sale is in the best interest of the estate, the debtor, and the creditors, it is accordingly

ORDERED that the sale of the property described above may proceed under the term and conditions stated below:

- : 1) Proceeds from the sale shall be paid to Wilson Bank to release its lien
- 2) Prorated property taxes to be paid at closing;
- 3) any environmental clean up cost will be paid at closing.

Within 14 days after the closing of the sale, a report of sale must be filed and served on the debtor, and the United States Trustee.

###

APPROVED FOR ENTRY:

Law Office of W. Thomas Bible, Jr.

/s/W. Thomas Bible, Jr.

W. Thomas Bible, Jr., BPR 014754

6918 Shallowford Road, Suite 100

Chattanooga, TN 37421

(423) 424-3116; (423) 370-1285

[tom@tombiblelaw.com](mailto:tom@tombiblelaw.com)

Attorneys for the Debtor

Label Matrix for local noticing

ComCo-One World, Inc.  
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First Freedom Bank

0649-1

c/o Waller Lansden Dortch &amp; Davis, LLP

c/o Waller Lansden Dortch &amp; Davis, LLP

Case 1:16-bk-13456-SDR

Attn: Blake D. Roth, Esq.

511 Union Street, 27th Fl

Eastern District of Tennessee

511 Union Street, Suite 2700

Nashville, TN 37219-1736

Chattanooga

Nashville, TN 37219-1791

Wed Aug 2 15:44:11 EDT 2017

First National Bank of Tennessee

First Volunteer Bank

JB&amp;B Capital, LLC f/k/a JB&amp;B Investments, LL

330 West Main St.

c/o Douglas R. Johnson

Wolf, McClane, Bright, Allen &amp; Carpenter

Algood, TN 38506-5385

Post Office Box 2188

900 S. Gay Street

Chattanooga, TN 37409-0188

P. O. Box 900

Knoxville, TN 37901-0900

Leasing Systems, Inc.

M2 Lease Funds, LLC

Modern Distributors, Inc.

c/o Joseph P. Rusnak

Smythe Huff &amp; Hayden, PC

c/o Timothy J. Millirons

315 Deaderick St Ste 1700

144 Second Avenue, North

Spears, Moore, Rebman &amp; Williams

Nashville, TN 37238-1700

Suite 333

P. O. Box 1749

Nashville, TN 37201-1939

Chattanooga, TN 37401-1749

Murphy Oil USA, Inc.

Official Committee of Unsecured Creditors

Putnam 1st Mercantile Bank

Chambliss, Bahner &amp; Stophel, P.C.

c/o Tracey Jacobs, Chairman

c/o Jeffrey G. Jones, Atty.

Liberty Tower Suite 1700

Colonial Group, Inc.

P.O. Box 655

605 Chestnut Street

P. O. Box 576

Cookeville, TN 38503-0655

Chattanooga, TN 37450-0003

Savannah, GA 31402-0576

Regions Bank

SouthEast Bank

TN Dept of Revenue

c/o Walter N. Winchester

P.O. Box 1806

c/o TN Attorney General's Office

P.O. Box 2428

Athens, TN 37371-1806

Bankruptcy Division

Knoxville, TN 37901-2428

P.O. Box 20207

Nashville, TN 37202-4015

Waller Lansden Dortch &amp; Davis, LLP

Wilson Bank &amp; Trust

1

Attn: Blake D. Roth, Esq.

c/o Kennedy, Koontz &amp; Klingler

United States Bankruptcy Court

511 Union Street, Ste 2700

320 North Holtzclaw Avenue

31 East 11th Street

Nashville, TN 37219-1791

Chattanooga, TN 37404-2305

Chattanooga, TN 37402-4205

1st Nat Bktn

American Bank &amp; Trust

American Lease Plans, Inc.

Po Box 379

808 W Main Street

310 Bluebird Dr

Livingston, TN 38570-0379

Livingston, TN 38570-1722

Goodlettsville, TN 37072-2304

Apollo Oil, LLC

Bank Of America

(p)BANK OF AMERICA

Corporate Office

Nc4-105-03-14

PO BOX 982238

1175 Early Drive

Po Box 26012

EL PASO TX 79998-2238

Winchester, KY 40391-3012

Greensboro, NC 27420-6012

Billy Mitchell

Bobby Bohannon

Bobby Bohannon

PO Box 539

360 Meadow Credk Road

1651 Harristown Road

Jamestown, TN 38556-0539

Monterey, TN 38574-3521

Monterey, TN 38574-3540

Bobby Bohannon

Bottling Group, LLC

CITGO Petroleum Corp.

c/o M. Craig Smith

c/o Joseph D. Frank

Andrew J. Yoder, Corporate Counsel

Miller &amp; Martin PLLC

FrankGecker LLP

1293 Eldridge Parkway

Suite 1200, Volunteer Building

325 N. LaSalle Street, Suite 625

Houston, TX 77077-1670

832 Georgia Avenue

Chicago, IL 60654-6465

Chattanooga, TN 37402-2207

CITGO Petroleum Corporation  
Brent C. Strickland, Esq.  
Whiteford, Taylor & Preston LLP  
7501 Wisconsin Avenue  
Bethesda, MD 20814-6521

Capital One  
Desc Index Page 2 of 5  
Po Box 30285  
Po Box 62180  
Salt Lake City, UT 84130

Capital One  
Pob 30281  
Salt Lake City, UT 84130-0281

Citgo  
c/o Hogan Lovells  
700 Louisiana Drive, Suite 4300  
Houston, TX 77002-2782

Citibank  
Citicorp Credit Svcs/Attn: Centralized B  
Po Box 790040  
Saint Louis, MO 63179-0040

Citibank  
Po Box 6241  
Sioux Falls, SD 57117-6241

Citibank/Exxon Mobile  
Citicorp Cr Svcs/Centralized Bankruptcy  
Po Box 790040  
S Louis, MO 63179-0040

Citibank/Exxon Mobile  
Po Box 6497  
Sioux Falls, SD 57117-6497

Citizens Bank  
PO Box 195  
Carthage, TN 37030-0195

Colonial Oil Industries Inc.  
Tracey Jacobs, Credit Manager  
101 N. Lathrop Ave.  
Savannah, GA 31415-1054

Colonial Oil Industries, Inc.  
PO Box 576  
Savannah, GA 31402-0576

Colonial Oil Industries, Inc.  
c/o Heather H. Lundy, Esq.  
PO Box 9848  
Savannah, GA 31412-0048

Comco  
c/o PO box 198966  
Nashville, TN 37219

Comco One World Inc.  
4636 Lebanon Pike  
Hermitage, TN 37076-1316

Comco-OneWorld, Inc.  
c/o Waller Lansden Dortch & Davis LLP  
Attn: Blake D. Roth, Esq.  
511 Union Street, Suite 2700  
Nashville, TN 37219-1791

Credit Collection Services  
725 Canton Street  
Norwood, MA 02062-2679

Credit Mediators Inc.  
PO Box 456  
Upper Darby, PA 19082-0456

D & S, LTD  
13809 Research Blvd., Suite 800  
Austin, TX 78750-1211

Ditech Financial LLC fka Green Tree Servicin  
P.O. Box 6154  
Rapid City, South Dakota 57709-6154

Ditech Financial Llc  
Po Box 6172  
Rapid City, SD 57709-6172

Doug Benningfield  
505 Nob Hill Drive  
Spencer, TN 38585

Eric Rankin  
c/o Bass and Bass  
PO Box 500  
Carthage, TN 37030-0500

F&M Bank  
c/o Emil Hirsch  
Poisnelli, 1401 Eye Street, NW, Ste 800  
Washington, DC 20005-2295

FSG Bank  
614 W. Main Street  
Chattanooga, TN 37402

Farmland Insurance  
1100 Locust Street  
Des Moines, IA 50391-1100

First Collection Services  
10925 Otter Creek E. Blvd  
Mabelvale, AR 72103-1661

First Freedom Bank  
c/o Waller Lansden Dortch & Davis, LLP  
Attn: Blake D. Roth, Esq.  
511 Union Street, Suite 2700  
Nashville, TN 37219-1791

First National Bank  
412 S. Jefferson Avenue  
Cookeville, TN 38501-3411

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

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

JB&B Capital, LLC f/k/a JB&B Investments, LL  
c/o M. Aaron Spencer, Esq.  
Woolf McClane  
P.O. Box 900  
Knoxville, TN 37901-0900

JB&B Equipment  
1111 Northshore Drive  
Knoxville, TN 37919-4005

JB&B Investments, LLC  
c/o Woolf, McClane, Bright et al  
900 South Gay Street, Suite 900  
Knoxville, TN 37902-1848

James McKee  
425 Sharon Circle  
Cookeville, TN 38503

James McKee  
425 Sharon Circle  
Sparta, TN 38583-1419

Kirt T. Lamb  
P.O. Box 426  
Cookeville, TN 38503-0426

Kirt T. Lamb  
PO Box 9946  
Savannah, GA 31412-0146

Lawless & Associates, PC  
Suite 403, The Customs House  
701 Broadway  
Nashville, TN 37203-3939

Leasing Systems Inc.  
Joseph P. Rusnak  
Tune, Entrekin & White P. C.  
UBS Tower, Suite 1700  
315 Deaderick St.  
Nashville, TN 37238-3000

Leasing Systems, Inc.  
901 Eighth Avenue, So  
Nashville, TN 37203-4797

Leasing Systems, Inc.  
c/o Joseph P. Rusnak, Esq  
UBS Tower, Suite 1700  
315 Deaderick Street  
Nashville, TN 37238-3000

Lowe's/Synchrony Bank  
Attention: Bankruptcy  
Po Box 965060  
Orlando, FL 32896-5060

M-2 Leasing  
Suite 135 175 North Patrick Boulevard  
Brookfield, WI 53045-5819

M-2 Leasing  
c/o Davis & Kuelthau  
111 E. Kilbourne Avenue, Suite 1400  
Milwaukee, WI 53202-6677

Marathon Petroleum Company LP  
539 S. Main Street, Room 1008M  
Findlay, OH 45840-3229

Marathon Petroleum Company LP  
c/o Frederick L. Conrad, Jr.  
4020 Sutherland Avenue  
Knoxville, TN 37919-5103

Mark VII Equipment, Inc.  
5981 Tennyson Street  
Arvada, CO 80003-6904

Middle Tennessee Dr. Pepper Bottling Co  
PO Box 819  
McMinnville, TN 37111-0819

Modern  
PO Box 97  
Somerset, KY 42502-0097

Modern Distributors, Inc.  
c/o Anna Marie Davenport, Attorney  
Spears, Moore, Rebman & Williams, P.C.  
P. O. Box 1749  
Chattanooga, TN 37401-1749

Motiva Enterprises LLC  
c/o Mark Worden  
500 Dallas Street, Suite 900  
Houston, TX 77002-4700

Murphy Oil  
200 Peach Street  
El Dorado, AR 71730-5890

Murphy Oil USA, Inc.  
Attention: Laura Roussel  
Director of Credit  
200 Peachtree Street  
El Dorado, Arkansas 71730

National Petroleum Equipment  
100 County Road 1682  
Cullman, AL 35058-7808

Paladin Commercial Group, Inc.  
1220 E. Briarwood Avenue  
Suite 250  
Englewood, CO 80112

Pepsi  
1100 Reynolds Blvd  
Winston Salem, NC 27105-3400

Pepsi  
c/o In Gold Law  
5555 Main Street  
Buffalo, NY 14221-5430

Placid Refining Company, LLC  
c/o Thomas L. N. Knight Esq  
PO Box 11583  
Chattanooga, TN 37401-2583

Putnam 1st Mercantile Bank  
c/o Jeffrey G. Jones  
P.O. Box 655  
Cookeville, TN 38503-0655

Putnam 1st Merchantile  
200 W. Jackson Street  
Cookeville, TN 38501-3930

RMS

PO Box 361598  
Columbus, OH 43236-1598

Regions Bank  
Attn: Bankruptcy Department  
P. O. Box 10063  
Birmingham, AL 35202-0063

Robert L. Worsnam  
c/o Russell E. Freeman, Esq  
Haynes Freeman & Bracey PLC  
PO Box 527  
Goodlettsville, TN 37070-0527

Robert Wendell Agee  
PO Box 296  
Sparta, TN 38583-0296

Russell S. Long  
Davis & Kuelthau, s.c.  
111 East Kilbourn Avenue  
Suite 1400  
Milwaukee, WI 53202-6613

Shell Oil  
910 Louisiana  
Houston, TX 77002-4934

Southeast Bank  
Ken Reaves  
P. O. Box 1806  
Athens, TN 37371-1806

State of Tennessee  
PO Box 190665  
Nashville, TN 37219-0665

State of Tennessee  
PO Box 2787  
Greensboro, NC 27402-2787

Synchrony Bank  
c/o PRA Receivables Management, LLC  
PO Box 41021  
Norfolk VA 23541-1021

Synchrony Bank/Lowes  
Po Box 956005  
Orlando, FL 32896-0001

Synchrony Bank/Lowes  
Po Box 965064  
Orlando, FL 32896-5064

Sysco  
1025 State Street  
Bowling Green, KY 42101-2652

Sysco Corporation  
c/o Scott A. Bachert  
Kerrick Bachert PSC  
P O Box 9547  
Bowling Green, KY 42102-9547

Sysco Nashville  
PO Box 305138  
Nashville, TN 37230-5138

TN Dept. of Revenue  
c/o Attorney General's Office  
Bankruptcy Division  
P.O. Box 20207  
Nashville, TN 37202-4015

Tammy Combs  
Assistant U.S. Attorney  
1110 Market Street, Suite 515  
Chattanooga, TN 37402-2253

Tennessee Department of Revenue  
Tennessee Attorney Generals Office  
Bankruptcy Unit  
426 5th Avenue, 2nd Floor  
Nashville, TN 37243-0489

Third Markets, LLC  
545 E Main Street  
Hartsville, TN 37074-1220

Tri Star Energy  
1740 Ed Temple Blvd  
Nashville, TN 37208-1850

Tri Star Services, LLC  
c/o Paul G Jennings  
Bass Berry & Sims PLC  
150 Third Ave. S. Ste. 2800  
Nashville TN 37201-2017

Tristar Energy, LLC  
c/o Paul G. Jennings  
Bass, Berry & Sims PLC  
150 Third Ave. S. Ste. 2800  
Nashville, TN 37201-2017

USAA Federal Savings Bank  
10750 Mcdermott Freeway  
San Antonio, TX 78288-1600

USAA Federal Savings Bank  
Po Box 47504  
San Antonio, TX 78265-7504

Union Bank  
3475 Piedmont Road, NE  
Suite 500  
Atlanta, GA 30305-2987

United States Trustee  
Historic U.S. Courthouse  
31 E. Eleventh Street  
Fourth Floor  
Chattanooga, TN 37402-4205

Verizon Wireless  
Bankruptcy Administration Dept.  
500 Technology Drive #550  
Saint Charles, MO 63304-2225

Verizon Wireless Bankruptcy Admin  
500 Technology Drive  
Suite 550  
Saint Charles, MO 63304-2225

Wade Mitchell  
PO Box 1054  
Jamestown, TN 38556-1054

Wholesale Supply Group  
c/o Nationwide Recovery Service  
545 W. Inman Street  
Cleveland, TN 37311-1768



Wilson Bank & Trust  
623 W Main St  
Lebanon, TN 37087-3400

m2 Lease Funds, LLC  
Russell S. Long  
111 East Kilbourn Avenue  
Suite 1400  
Milwaukee, WI 53202-6677

W. Thomas Bible Jr.  
6918 Shallowford Road, Suite 100  
Chattanooga, TN 37421-1781

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).

Bank Of America  
Po Box 982238  
El Paso, TX 79998

Frontier Communications  
19 John Street  
Middletown, NY 10940

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

(u)American Bank & Trust of the Cumberlands

(u)Bottling Group, LLC and its affiliates and

(u)Citgo Petroleum Corporation

(u)Sysco Corporation

(u)Tri Star Services, LLC

(u)Tristar Energy, LLC

(d)American Bank & Trust  
808 W Main Street  
Livingston, TN 38570-1722

(u)Bottling Group, LLC dba Pepsi Beverages

(d)First Volunteer Bank  
c/o Douglas R. Johnson  
Post Office Box 2188  
Chattanooga, TN 37409-0188

(d)Internal Revenue Service  
Centralized Insolvency Operation  
PO Box 7346  
Philadelphia, PA 19101-7346

(d)Regions Bank  
c/o Walter N. Winchester  
P. O. Box 2428  
Knoxville, TN 37901-2428

(d)Bobby Bohannon  
1651 Harristown Road  
Monterey, TN 38574-3540

(u)Jack Franklin

(d)Kirt T Lamb  
P.O. Box 426  
Cookeville, TN 38503-0426

(d)Robert Wendell Agee  
PO Box 296  
Sparta, TN 38583-0296

End of Label Matrix  
Mailable recipients 122  
Bypassed recipients 15  
Total 137