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PROPOSED ATTORNEYS FOR DEBTOR  
AND DEBTOR IN POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

In re:	§	Chapter 11 Case
AMERICAN FUEL CELL AND COATED FABRICS COMPANY,	§	Case No. 17-44766-mxm11
Debtor.	§ § § § § § §	

**DEBTOR'S AMENDED EMERGENCY MOTION FOR ENTRY OF INTERIM AND FINAL  
ORDERS AUTHORIZING THE USE OF CASH COLLATERAL AND  
GRANTING ADEQUATE PROTECTION**

The Debtor hereby files this *Amended Emergency Motion for Entry of Interim and Final Orders Authorizing the Use of Cash Collateral and Granting Adequate Protection* (the "Motion").

In support of the Motion, the Debtor respectfully states as follows:<sup>1</sup>

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over this chapter 11 case and the Motion pursuant to 28 U.S.C. §§ 1334 and 157(b). Venue is proper in this District pursuant to 28 U.S.C. §§ 1408

<sup>1</sup> The Debtor's reason for amending its prior-filed *Emergency Motion for Entry of Interim and Final Orders Authorizing the Use of Cash Collateral and Granting Adequate Protection* [Docket No. 5] is to include the proposed Interim Order authorizing the use of cash collateral, to which the Debtor and Fidelity Bank have agreed.

and 1409. The predicates for the relief requested are sections 361 and 363 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 4001(b) and 6003(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

### **BACKGROUND**

2. On November 26, 2017 (the "Petition Date"), the Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code, thereby initiating the above-captioned bankruptcy case and creating its bankruptcy estate.

3. The Debtor continues to operate and to manage its business as a "debtor-in-possession" pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this chapter 11 case pursuant to section 1104 of the Bankruptcy Code. As of the filing of this Motion, no official committee of unsecured creditors has been appointed in this chapter 11 case.

4. The Debtor is an Arkansas corporation with its principal place of business in Wichita Falls, Texas. The Debtor has been a leader in providing aviation fuel cells for over 70 years. Fuel cells – often referred to as fuel tanks – are flexible, rubberized fuel storage bladders that provide on-board fuel storage for both fixed-wing and rotary aircraft. Fuel cells in aviation have been widely used since World War II and are used in military, commercial, and general aviation aircraft.

5. The fuel cell industry is a niche market. Only five domestic companies (including the Debtor) manufacture fuel cells in significant quantities for the U.S. Department of Defense ("DOD"). Fuel cells are manufactured from nylon cloth impregnated with raw rubber compounds, which are referred to as fabrics. The Debtor is vertically integrated and makes all of its fabrics and cements to ensure quality and freshness and to protect proprietary processes and formulas.

6. The Debtor has been a U.S. government contractor for over 70 years and

provides its products to the commercial aviation sector as well. The Debtor is awarded most of its contracts through a request for quotation ("RFQ") process. For its DOD business, the Debtor generally receives RFQs directly from contracting officers and through reverse auctions. For commercial, general aviation, and non-DOD military customers, the Debtor responds to RFQs through distribution channels. The average time from RFQ response to bid award is one month, but sales cycles vary greatly by product line.

7. The Debtor has taken steps to streamline its operations and increase profitability, most significantly by expanding its operations in Wichita Falls. The Wichita Falls metropolitan area is comprised of a talented pool of manufacturing and ex-military laborers. Vernon College provides skilled developmental training for employees, while Midwestern State University provides a source of young professional talent.

8. Unfortunately, the Debtor has been unable to sufficiently streamline its operations and restructure its finances outside of bankruptcy. For this reason, the Debtor filed this chapter 11 case to expedite its reorganization process. At this time, the Debtor believes that investment by certain insiders may be the best means of completing a successful restructuring, though the precise nature of that investment remains to be determined.

9. Additional details concerning the Debtor and the circumstances leading to the commencement of this chapter 11 case can be found in the Declaration of Charles Leffel in Support of First-Day Motions (the "Leffel Declaration").

#### **THE DEBTOR'S PREPETITION SECURED DEBT**

10. The Debtor is a borrower under a Loan Agreement, By and Between Fidelity Bank, as Lender, and American Fuel Cell and Coated Fabrics Company, as Borrower, dated December 7, 2016 (the "Loan Agreement"), as amended by that Commercial Debt Modification Agreement First Amendment to Loan Agreement dated January 24, 2017, a Second Amendment to Loan Agreement dated March 1, 2017, a Third Amendment to Loan Agreement

dated August 18, 2017, and a Fourth Amendment to Loan Agreement dated October 13, 2017.

In addition, the Debtor, as maker, issued to Fidelity Bank ("Lender"): (i) a Promissory Note (Term Note) in the original principal amount of \$2,200,000 dated December 7, 2016; (ii) a Promissory Note (Revolving Note) in the original principal amount of \$2,500,000 dated December 7, 2016; and (iii) a Universal Note (Revolving Line of Credit) dated May 22, 2017, in the original principal amount of \$400,000. The documents referred to in this paragraph are collectively defined as the "Loan Documents".

11. In connection with the Loan Documents, the Debtor and Lender entered into a Security Agreement (the "Security Agreement") dated December 7, 2016, by which the Debtor granted Lender a first priority security interest and lien upon the collateral under and as defined in the Security Agreement and the Loan Documents including, among other things, the Debtor's present and future accounts, deposit accounts, inventory, equipment, and products and proceeds of the foregoing, to secure the Debtor's obligations to Lender.

12. Based on the Security Agreement, the Debtor believes Lender asserts an interest in the Debtor's cash collateral as such term is defined by section 363(a) of the Bankruptcy Code ("Cash Collateral").

13. As of the Petition Date, the Debtor was indebted to Lender under the Loan Documents in the aggregate outstanding principal amount of \$6,100,000, plus accrued and unpaid interest, fees, costs, expenses, and other charges with respect thereto.

#### **RELIEF REQUESTED**

14. By this Motion, the Debtor seeks interim and final orders authorizing the use of Cash Collateral pursuant to section 363(c) of the Bankruptcy Code in accordance with the Budget attached hereto as **Exhibit A** (the "Budget") on an interim basis (the "Interim Order"), and thereafter on a permanent basis (the "Final Order") or pursuant to such additional interim orders as may be appropriate and in accordance with subsequent budgets hereafter approved

by the Court on a final basis.

15. Pursuant to section 363(c)(2)(B) of the Bankruptcy Code, the Debtor requests that the Court authorize and approve the Debtor's use of Cash Collateral for the payment of its expenses in accordance with the Budget and with subsequently approved budgets, subject to a 10% variance for items reflected in the Budget. In other words, the Debtor's actual expenses with respect to any line item entry on the Budget shall not exceed budgeted expenses for that line item by more than 10%. To remain in possession of its property, to continue its business activity, and to preserve its going concern value, the Debtor requests use of Cash Collateral in its ordinary business operations. The Debtor believes that payment of operating expenses is reasonable and that such payment is for necessary business expenses which must be paid to continue the Debtor's business operations.

16. The Debtor and Lender have negotiated the proposed Interim Order attached as **Exhibit B** to this Motion. Among other things, the proposed Interim Order provides Lender with adequate protection through replacement liens and superpriority administrative expense claims, modifies the automatic stay to effectuate the terms of the Interim Order, and reserves the rights of an official committee of unsecured creditors, if one is appointed, to obtain standing to challenge Lender's claim or its liens and security interests. The Debtor believes that the relief proposed to be granted in the Interim Order, including the adequate protection provided to Lender thereby, is reasonable and necessary in light of Lender's interest in Cash Collateral and the Debtor's need for use of Cash Collateral in its business.

17. The relief requested herein is necessary to prevent immediate and irreparable harm to the Debtor's chapter 11 estate, to permit the Debtor to continue to operate its business, and to enable the Debtor to satisfy its direct operating expenses and other administrative expenses of its estate. The Debtor's continued use of Cash Collateral maximizes the possible return to the Debtor's creditors. Without the use of Cash Collateral, the Debtor would be unable

to pay its operating expenses, which, in turn, would force it to cease operating. The Debtor's business and its assets are far more valuable as a going concern than they would be if the Debtor was forced to cease operations. Moreover, the Debtor's ongoing operations benefit the Lender in that new Cash Collateral is created.

18. In the event the Court does not authorize the Debtor's proposed use of Cash Collateral, the Debtor believes that it will be seriously, immediately, and irreparably harmed, resulting in significant losses to its estate and the Debtor's creditors. For this reason, to the extent it applies, Bankruptcy Rule 6003(b) is satisfied.

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

19. Section 363(c)(2) and (e) of the Bankruptcy Code permit the use of Cash Collateral after notice and hearing and upon a showing that the Lender's interest in the Cash Collateral is adequately protected.

20. Rule 4001(b) of the Bankruptcy Rules provides that a final hearing on this Motion may not be commenced earlier than 14 days after the service of the Motion. Fed. R. Bankr. P. 4001(b); 11 U.S.C. § 363. Upon request, however, the Court can conduct a preliminary expedited hearing on the Motion and authorize the restricted use of Cash Collateral to the extent necessary to avoid immediate and irreparable damage to the Debtor's estate.

21. Immediate and irreparable harm exists where the absence of relief would impair a debtor's ability to reorganize or threaten the debtor's future as a going concern. *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing the elements of "immediate and irreparable harm" in relation to Bankruptcy Rule 4001(c)(2)).

22. As discussed above, the use of Cash Collateral is crucial to maintain the Debtor as a going concern. Therefore, immediate and irreparable harm will result if the Court does not grant the relief requested in this Motion.

23. Because uninterrupted operation is critical to the Debtor's ability to operate and

maintain the value of its business, the Debtor requests that this Court grant the relief requested herein immediately on an interim basis and on a final basis if no objection to this Motion is filed within 14 days of entry of the Interim Order.

**NOTICE**

24. No trustee, examiner, or statutory creditors' committee has been appointed in this chapter 11 case. This Motion has been provided to: (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Lender; (iii) counsel to Lender; (iv) the twenty (20) largest unsecured creditors of the Debtor; (v) the Internal Revenue Service; and (vi) all parties in interest who have formally appeared and requested notice. The Debtor respectfully submits that no further notice of this Motion is required.

25. The pleadings in this bankruptcy case and supporting papers are available on the Bankruptcy Court's website at <https://ecf.txnb.uscourts.gov/>. You can request any pleading you need from counsel for the Debtor at: Forshey & Prostok LLP, c/o Linda Breedlove, 777 Main Street, Suite 1290, Fort Worth, Texas 76102 ([lbreedlove@forsheyprostok.com](mailto:lbreedlove@forsheyprostok.com)).

WHEREFORE, the Debtor respectfully requests that the Court enter interim and final orders (including the Interim Order attached hereto as Exhibit B) authorizing the use of the Cash Collateral pursuant to section 363(c) of the Bankruptcy Code in accordance with the Budget, and in accordance with subsequent budgets hereafter approved by the Court on a final basis, and awarding the Debtor such further and other relief that this Court deems just and proper.

DATED: November 28, 2017

Respectfully submitted,

/s/ Matthias Kleinsasser  
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Matthias Kleinsasser  
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PROPOSED ATTORNEYS FOR DEBTOR  
AND DEBTOR IN POSSESSION

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was served via ECF electronic Notice and via email upon the parties listed below on November 28, 2017 and via first class mail on the parties listed on the attached service list on November 28, 2017.

United States Trustee  
Elizabeth Ziegler, Trial Attorney  
1100 Commerce Street, Room 976  
Dallas, TX 75242  
[elizabeth.ziegler@usdoj.gov](mailto:elizabeth.ziegler@usdoj.gov)

/s/ Matthias Kleinsasser

**Exhibit A**

**Budget**

**American Fuel Cell & Coated Fabrics Company**  
**Cash Flow Projection - Budget**

	Week 1 Nov 27 - Dec 2		Week 2 Dec 3 - Dec 9	
	Budget	Actual	Budget	Actual
<b>Sales - Production</b>	\$ 374,817		\$ 250,000	
<b>Accounts Receivable - Collections</b>	\$ 169,000		\$ 243,000	
<b>Summary of Weekly Cash Expenses/Outflow</b>				
<b>Cost of Goods Sold</b>				
Direct Labor - Regular & OT - Hourly	\$ 90,000		\$ 90,000	
Contract Labor	\$ 10,000		\$ 10,000	
Direct Salary Labor	\$ 2,500		\$ 2,500	
Direct Labor - Holiday & Vacations	\$ 6,000		\$ 6,000	
CBA Bonus	\$ 7,000			
Material			\$ 65,000	
Consumables, Small Tools & Supplies/Materials			\$ 1,500	
Freight			\$ 5,000	
Sub-total - Cost of Good Sold	\$ 115,500	\$ -	\$ 180,000	\$ -
<b>Factory Expenses</b>				
Electricity			\$ 35,000	
Natural Gas			\$ 15,000	
Water			\$ 9,200	
Waste Disposal			\$ 7,200	
Repair & Maintenance - Equipment & Other				
Factory Supplies			\$ 1,500	
Cleaning, Janitorial and Lawn Maintenance'			\$ 1,200	
Facilities Maintenance			\$ 1,500	
Equipment Leases			\$ 2,000	
Rent				
Sub-total Factory Expenses	\$ -	\$ -	\$ 72,600	\$ -
<b>Marketing</b>				
Marketing Expenses	\$ -		\$ -	
Sub-total Marketing	\$ -	\$ -	\$ -	\$ -
<b>Indirect Labor Expense</b>				
Indirect Hourly - Regular & OT includes Payroll Taxes	\$ 12,000		\$ 12,000	
Indirect Salary	\$ 98,000			
Payroll Taxes	\$ 17,000		\$ 8,000	
Payroll Administration	\$ 1,750		\$ 1,000	
Health Benefits	\$ 135,100			
401 K	\$ 3,000		\$ 1,000	
Workers Compensation			\$ 6,700	
Sub- total Indirect Expenses	\$ 266,850	\$ -	\$ 28,700	\$ -
<b>Administrative</b>				
Office Supplies			\$ 500	
Telephone & Internet			\$ 1,000	
Rent Expense				
Copier Leasing			\$ 2,000	
Postage			\$ 500	
Legal				
Insurance	\$ 6,615		\$ -	
Professional Services			\$ 1,000	
Travel & Hotels - Meals & Entertainment	\$ 6,000		\$ -	
Dues & Subscriptions				
Computer & Networking			\$ 5,400	
Sub-total Administrative Expenses	\$ 12,615	\$ -	\$ 10,400	\$ -
<b>Other Expenses</b>				
Taxes				
Interest Expense			\$ 24,000	
Bank Fees			\$ 300	
Miscellaneous				
Sub-total Other Expenses	\$ -	\$ -	\$ 24,300	\$ -
<b>Total Cash Expenses for Week</b>	<b>\$ 394,965</b>	<b>\$ -</b>	<b>\$ 316,000</b>	<b>\$ -</b>
Net Weekly Surplus / (Deficit)	\$ (225,965)	\$ -	\$ (73,000)	\$ -
Estimated Beginning Cash Balance	\$ 1,000		\$ (224,965)	
Estimated Ending - Cash Balance	\$ (224,965)	\$ -	\$ (297,965)	\$ -

**Exhibit B**  
**Interim Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

In re:

AMERICAN FUEL CELL AND  
COATED FABRICS COMPANY,

Debtor.

§  
§  
§  
§  
§  
§  
§  
§

Chapter 11 Case

Case No. 17-44766-mxm11

**INTERIM ORDER (I) AUTHORIZING DEBTOR TO USE  
CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO  
PREPETITION LENDER, AND (III) SCHEDULING A FINAL HEARING  
PURSUANT TO BANKRUPTCY RULE 4001(b)**

Pending before the Court is the *Amended Emergency Motion for Entry of Interim and Final Orders Authorizing the Use of Cash Collateral and Granting Adequate Protection* [Docket No. \_\_\_\_], (the “**Motion**”)<sup>1</sup> filed by American Fuel Cell and Coated Fabrics Company (the “**Debtor**”), debtor-in-possession, for interim and final orders under Sections 105, 361, 362, 363, 507 and 552

<sup>1</sup> Capitalized terms not otherwise defined herein have the definition ascribed in the Motion.

of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “**Bankruptcy Code**”), and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the “**Bankruptcy Rules**”), seeking:

- a. authorization for the Debtor to use Cash Collateral and the granting of adequate protection to Fidelity Bank (the “**Lender**”) for, among other things, such use of Cash Collateral and any diminution in value of its interests in Cash Collateral, whether existing on the Petition Date or arising pursuant to this Order;
- b. pursuant to Bankruptcy Rule 4001, that an interim hearing (the “**Interim Hearing**”) on the Motion be held before this Court to consider entry of this Order;
- c. authorization to vacate the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Order;
- d. that this Court schedule a final hearing (the “**Final Hearing**”) to consider entry of a Final Order authorizing the use of Cash Collateral and the granting of adequate protection on a final basis; and
- e. waiver of any applicable stay with respect to the effectiveness and enforceability of this Interim Order (including a waiver pursuant to Bankruptcy Rule 6004(h)).

The Interim Hearing having been held by this Court on November 29, 2017; and upon the record made by the Debtor at the Interim Hearing; and this Court having heard and resolved or overruled all objections to the interim relief requested in the Motion; and it appearing that the interim relief requested in the Motion is in the best interests of the Debtor, its estate and creditors; and after due deliberation and consideration and sufficient cause appearing therefor,

**IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED**, that:

1. On November 26, 2017 (the “**Petition Date**”), the Debtor filed its voluntary petition under chapter 11 of the Bankruptcy Code, commencing the above-captioned chapter 11 case (the “**Chapter 11 Case**”).

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

3. *The Motion.* The Motion is granted on an interim basis as set forth herein (this “**Interim Order**”). Any objection to the Motion to the extent not withdrawn or resolved is hereby overruled.

4. *Jurisdiction and Venue.* This Court has core jurisdiction over this case, this Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. The predicates for relief granted pursuant to this Interim Order are Sections 105(a), 362, 363, 364, 503, and 507 of the Bankruptcy Code, Rules 6003 and 6004 of the Bankruptcy Rules, and Rules 4001-1, 4002-1, and 9013-1 of the Bankruptcy Local Rules. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

5. *Committee Formation.* A statutory committee of unsecured creditors (if appointed, the “**Committee**”) has not been appointed in the Chapter 11 Case.

6. *Notice.* Notice of the Motion, the relief requested therein and the Interim Hearing was served by the Debtor, whether by telecopy, email, U.S. First Class Mail, overnight courier or hand delivery, on (i) the Office of the United States Trustee; (ii) the Lender; (iii) counsel to the Lender; (iv) the twenty (20) largest unsecured creditors of the Debtor’s bankruptcy estate; (v) the Internal Revenue Service; and (vi) all parties in interest who have formally appeared and requested notice. Under the circumstances, the notice given by the Debtor of the Motion, the relief requested therein and of the Interim Hearing constitutes due and sufficient notice thereof and complies with Bankruptcy Rules 2002, 4001(b), (c) and (d).

7. *Debtor’s Assertions.* The Debtor asserts that it is a party to the following agreements with the Lender, and that the Lender claims a security interest in certain assets of the Debtor as provided and granted in such agreements (collectively, the “**Loan Documents**”):

- (a) Loan Agreement, By and Between Fidelity Bank, as Lender, and American Fuel Cell and Coated Fabrics Company, as Borrower, dated December 7, 2016 (the “Loan”

Agreement”), as amended by that Commercial Debt Modification Agreement First Amendment to Loan Agreement dated January 24, 2017, a Second Amendment to Loan Agreement dated March 1, 2017, a Third Amendment to Loan Agreement dated August 18, 2017, and a Fourth Amendment to Loan Agreement dated October 13, 2017, under which Lender made a term loan and a revolving loan to the Debtor;

- (b) Security Agreement by American Fuel Cell and Coated Fabrics Company and Fidelity Bank, dated December 7, 2016;
- (c) Promissory Note (Term Note) dated December 7, 2016, in the original principal amount of \$2,200,000 executed by American Fuel Cell and Coated Fabrics Company, as maker, made payable to Fidelity Bank;
- (d) Promissory Note (Revolving Note) dated December 7, 2016, in the original principal amount of \$2,500,000 executed by American Fuel Cell and Coated Fabrics Company, as maker, made payable to Fidelity Bank;
- (e) Universal Note (Revolving Line of Credit) dated May 22, 2017, in the original principal amount of \$400,000.00 executed by American Fuel Cell and Coated Fabrics Company, as maker, made payable to Fidelity Bank

8. *Debtor’s Stipulations.* Without prejudice to the rights of any other non-Debtor party-in-interest with standing (but subject to the limitations thereon described in Paragraph 22 below) (hereafter, the “**Objection Provisions**”), the Debtor hereby admits, acknowledges, agrees and stipulates that:

- (a) As of the Petition Date, the Debtor was indebted to the Lender pursuant to and under the Loan Documents, in the aggregate outstanding principal amount of \$6,100,000.00, plus accrued and unpaid interest, fees, costs, expenses and other charges with respect thereto (collectively, the “**Indebtedness**”);
- (b) To secure the Indebtedness, the Debtor granted to the Lender a first priority security interest and lien upon all the collateral under and as defined in the Loan Documents (collectively, the “**Pre-Petition Collateral**”); the Pre-Petition Collateral consists of, among other things, all of the Debtor’s present and future accounts, deposit accounts, inventory, equipment, and products and proceeds of the foregoing;
- (c) The Lender properly perfected its security interests in and liens on the Pre-Petition Collateral by filing a UCC financing statement showing the Debtor, as debtor, and the Lender, as secured party, covering the Pre-Petition Collateral, which security interests and liens are not subject to avoidance, reduction, disallowance, counterclaim, recharacterization or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law;

- (d) (i) The Indebtedness constitutes legal, valid, enforceable non-avoidable and binding obligations of the Debtor; (ii) no offsets, defenses or counterclaims to the Indebtedness exist; (iii) no portion of the Indebtedness is subject to avoidance, disallowance, reduction, recharacterization or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law; and (iv) the Loan Documents and the security interest and liens granted thereby are valid, binding, enforceable and avoidable against the Debtor, and
- (e) All of the Debtor's cash, including any cash in deposit accounts of the Debtor, wherever located, constitutes Cash Collateral of the Lender.

9. The Lender has demanded adequate protection of its interests and is entitled to receive adequate protection as set forth in this Interim Order pursuant to Sections 361, 363 and 364 of the Bankruptcy Code, as set forth in Paragraph 16 below, for any diminution in the value of its interests in the Pre-Petition Collateral (including Cash Collateral) from and after the Petition Date resulting from, among other things, (i) the Debtor's use, sale or lease of such collateral, (ii) market value decline of such collateral, and (iii) the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (collectively, and solely to the extent of any such diminution in value, the "**Diminution in Value**").

10. The terms of the use of Cash Collateral, including the grant of the proposed adequate protection set forth below, are fair and reasonable, proposed in good faith, and reflect the Debtor's exercise of prudent business judgment.

11. The use of Cash Collateral by the Debtor is reasonable and necessary to prevent irreparable injury, loss, or damage to its estate. This Court concludes, and the parties agree, that entry of this Order is in the best interest of the estate at this time because its implementation will, among other things, allow for the Debtor's continued operation of its existing business and preserve the enterprise value for all constituents.

12. At the present time the Debtor has a need to use Cash Collateral as set forth below.

13. The Lender has agreed to the Debtor's use of Cash Collateral under the terms set forth in this Interim Order.

**ACCORDINGLY, IT IS HEREBY ORDERED:**

14. **Use of Cash Collateral.** The Debtor is hereby authorized to use the Cash Collateral of the Lender only in a manner consistent with the terms and conditions of this Interim Order, and in accordance with the budget attached to the Motion as Exhibit A (the "**DIP Budget**") and this Interim Order, subject to a 10% variance for each item listed on the DIP Budget; *provided, however,* that the Debtor's authorization to use Cash Collateral shall immediately terminate upon the expiration of the Default Notice Period (as defined below) following the occurrence of an Event of Default (as defined below).

15. Nothing contained in this Order authorizing the Debtor's use of Cash Collateral during the period after the Petition Date shall constitute a consent or waiver of any rights, claims, causes of action, or remedies of the Lender under the Loan Documents, or with respect to the Debtor's use of Cash Collateral during the period prior to the Petition Date.

16. **Adequate Protection.** As adequate protection against any, and solely to the extent of, Diminution in Value until the date upon which the Indebtedness is paid in full, the Lender is hereby granted:

- (a) continuing valid, binding, enforceable, unavoidable and fully perfected post-petition replacement liens on and security interests in all of the Debtor's assets acquired by the Debtor from and after the Petition Date except for chapter 5 causes of action (the "**Replacement Liens**"), in the same nature, extent, priority, and validity that any such liens asserted by the Lender existed on the Petition Date, which liens shall be junior only to: (i) valid and perfected liens and security interests, if any, of other creditors (including creditors holding ad valorem tax claims) in any specific piece of property or proceeds thereof that existed as of the Petition Date and that are senior and prior to any

prepetition liens and security interests of Lender in such property; and (ii) such other liens and security interests authorized by the Court, if any. The Replacement Liens shall be enforceable and effective against the Debtor, its successors and assigns, including any trustee or receiver in this or any superseding chapter 7 case, without any further action by Debtor or the Lender and without the execution, delivery, filing or recordation of any promissory notes, financing statements, security agreements or other documents. Notwithstanding the foregoing: (i) this Interim Order shall be deemed a security agreement and may be filed as a financing statement and the Debtor shall execute and deliver such notes, security agreements, assignments, financing statements and other documents that the Lender shall reasonably request to further evidence the liens and security interests granted hereby; (ii) Lender shall not be afforded a lien on any chapter 5 causes of action by this Order; and (iii) the Debtor shall be authorized to use cash Collateral to pay all quarterly fees payable to the United States Trustee under 28 U.S.C. § 1930(a)(6);

- (b) superpriority administrative expense claims (the “**Superpriority Claims**”) under and to the extent set forth in sections 503 and 507(b) of the Bankruptcy Code against the Debtor’s estate, which Superpriority Claims, if any, shall be payable from and have recourse to all assets and property of the Debtors (excluding avoidance actions under chapter 5 of the Bankruptcy Code, but, subject to the entry of a final order, including the proceeds of avoidance actions under chapter 5 of the Bankruptcy Code) with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to, Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113 and 1114, or otherwise and including those resulting from the conversion of any of the Chapter 11 Cases pursuant to section 1112 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment; provided that the Superpriority Claims shall be junior only to any senior liens, security interests and administrative expenses as subsequently ordered by the Court;
- (c) access to the Debtor’s books and records and such financial reports as required under the Loan Documents;
- (d) reasonable access to personnel employed at the Debtor and non-privileged information as Lender may reasonably request with respect to the Debtor’s business;
- (e) that the Debtor shall continue to maintain appropriate insurance on the Debtor’s assets in amounts consistent with prepetition practices; and
- (f) that the Debtor shall continue to maintain appropriate and necessary licensing with respect to operating its business consistent with prepetition practices.

17. **Events of Default**. The following shall constitute events of default under this

Interim Order (“**Events of Default**”):

- (a) The Debtor uses Cash Collateral contrary to the DIP Budget;
- (b) The Debtor makes any representation made by the Debtor subsequent to the Petition Date in any report or financial statement delivered to the Lender that proves to have been false or misleading in any material respect as of the time when made or given (including by omission of material information necessary to make such representation, warranty or statement not misleading);
- (c) The Debtor fails to provide any reports or accounting information when due or access to its books and records within a reasonable time after such access is requested;
- (d) The Debtor fails to maintain appropriate insurance on the its assets in amounts consistent with prepetition practices;
- (e) The Debtor fails to maintain appropriate and necessary licensing with respect to operating its business consistent with prepetition practices.
- (f) Appointment of a trustee or examiner in the Chapter 11 Case without the Lender's consent;
- (g) Conversion of the Chapter 11 Case to a case under chapter 7; or
- (h) Dismissal of the Chapter 11 Case.

18. **Remedies Upon Default.** The authorization to use Cash Collateral granted herein shall automatically and immediately terminate five (5) business days after the provision of written notice to the Debtor (with a copy of such notice provided to counsel for the Debtor, counsel to the Committee, if any, and the U.S. Trustee) (the “**Default Notice Period**”) of an Event of Default. Upon the occurrence of an Event of Default, the Debtor shall be entitled to an emergency hearing with the Bankruptcy Court to occur within the Default Notice Period. Upon the occurrence of an Event of Default (and following the expiration of the Default Notice Period), the automatic stay provisions of section 362 of the Bankruptcy Code shall be automatically vacated and modified to the extent necessary to permit the Lender, as applicable, to exercise all rights and remedies provided in this Interim Order and to take any or all of the following actions, as applicable, without further order of or application to this Court:

- a. the immediate termination of Debtor's use of the Lender's Cash Collateral;
- b. the entry of an order prohibiting or limiting the Debtor's further use of the Lender's Cash Collateral; and
- c. such further or other relief as provided in the Bankruptcy Code, this Interim Order or applicable non-bankruptcy law.

19. The automatic stay under section 362(a) of the Bankruptcy Code shall be automatically vacated and modified as provided in paragraph 28 below, effective following the expiration of the Default Notice Period, unless the Court has determined that an Event of Default has not occurred and/or is not continuing. The rights and remedies of the Lender specified herein are cumulative and not exclusive of any rights or remedies that the Lender may have under the prepetition agreements, as applicable, or otherwise. The Debtor shall cooperate fully with the Lender in any permitted exercise of the Lender's rights and remedies.

20. **Restrictions on Granting Postpetition Liens.** Except as otherwise provided in this Interim Order or by the Lender's written consent, until the Indebtedness has been paid in full, no claim or lien having a priority superior or *pari passu* with the Replacement Liens granted by this Interim Order to the Lender shall be granted or permitted by any order of this Court heretofore or hereafter entered in the Chapter 11 Case, and the Debtor will not grant any such mortgages, security interests or liens in the Pre-Petition Collateral or such collateral subject to the Replacement Liens (or any portion thereof) to any other parties pursuant to sections 364(c) and 364(d) of the Bankruptcy Code or otherwise

21. **Limitation on Use of Cash Collateral.** Notwithstanding anything herein to the contrary, no portion of the Cash Collateral or proceeds thereof shall include, apply to, or be available for any fees, costs or expenses incurred by any party, including the Debtor or any Committee, in connection with any of the following: (i) the investigation (including by way of

examinations or discovery proceedings), initiation, assertion, joining, commencement, support or prosecution of any claims, causes of action, adversary proceedings, or other litigation against the Lender, and any of its officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action or other matter (including formal discovery proceedings in anticipation thereof) (each, a “**Loan Party Claim**”), including, without limitation, (a) investigating or challenging the amount, validity, extent, perfection, priority, or enforceability of, or asserting any defense, counterclaim, or offset to the Indebtedness or security interests and liens of the Lender (b) investigating or asserting any claims or causes of action arising under chapter 5 of the Bankruptcy Code against the Lender; (c) investigating or asserting any so-called “lender liability” claims and causes of action against the Lender; and (d) any action seeking to invalidate, set aside, avoid or subordinate, in whole or in part, the Loan Documents; (ii) asserting any claims or causes of action against the Lender, including, without limitation, claims or actions to hinder or delay the assertions, enforcement or realization on the Pre-Petition Collateral on the liens securing the Indebtedness in accordance with this Interim Order (including attempting to stay the exercise of any right or remedy provided in this Interim Order); (iii) seeking to modify any of the rights, remedies, priorities, privileges, protections and benefits granted to the Lender hereunder or under the Loan Documents, without the Lender’s prior written consent; (iv) to pay any amount on account of any claims arising prior to the Petition Date unless such payments are (x) approved by an order of the Bankruptcy Court and (y) in accordance with the DIP Budget.

22. **Reservation of Certain Third-Party Rights**. The Committee (if any) shall have until the later of (i) seventy-five (75) days from the Petition Date and (ii) sixty (60) days from the date of its appointment (the “**Investigation Termination Date**”), to obtain standing to commence,

and so commence, an appropriate contested matter or adversary proceeding (a “**Challenge**”) asserting any Loan Party Claim. If a Challenge is not filed on or before the Investigation Termination Date (or such other later date as extended by the written consent of the Lender or, prior to the final hearing), then: (a) the agreements, acknowledgements and stipulations contained in Paragraph 8 of this Interim Order shall be irrevocably binding on the Debtor, any Committee and all parties-in-interest and any and all successors-in-interest as to any of the foregoing, without further action by any party or this Court, and any Committee and any other party-in-interest and any and all successors-in-interest as to any of the foregoing, shall thereafter be forever barred from bringing any Challenge with respect thereto; (b) the Lender’s prepetition liens and security interests shall be deemed to constitute valid, binding, enforceable and perfected liens and security interests not subject to avoidance or disallowance pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (c) the Indebtedness shall be deemed to be finally allowed claims for all purposes against the Debtor, including in any subsequent chapter 7 cases, and shall not be subject to challenge by any party-in-interest as to validity, priority or otherwise; and (d) the Debtor shall be deemed to have released, waived and discharged the Lender, together with its affiliates, parents, subsidiaries, partners, controlling persons, agents, representatives, attorneys, advisors, professionals, officers, directors and employees from any and all claims and causes of action arising out of, based upon or related to, in whole or in part, the Indebtedness or the Loan Documents, as applicable. Notwithstanding anything to the contrary herein: (x) if any such Challenge is timely commenced, the stipulations contained in Paragraph 8 of this Interim Order shall nonetheless remain binding and preclusive on all parties-in-interest (other than the party that has brought such Challenge in connection therewith) except to the extent that such stipulations are successfully challenged in such Challenge; (y) the Lender reserves all of its rights to contest on

any grounds any Challenge; and (z) the Lender shall comply with any and all orders of the Court in connection with a successful Challenge; provided, however, that the Lender preserves any and all of its rights to appeal and stay any orders of the Court issued in connection with such successful Challenge. For the avoidance of doubt, nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code) standing or authority to pursue any cause of action belonging to the Debtor or its estate. If, prior to expiration of the Investigation Termination Date established above, the Chapter 11 Case is converted to a case under chapter 7 of the Bankruptcy Code or a chapter 11 trustee is appointed in the Chapter 11 Case, the Investigation Termination Date shall be extended for a period of 60 days for the chapter 7 trustee after the entry of a conversion order or chapter 11 trustee after the date of its appointment.

23. **Bankruptcy Code Section 506(c) Waiver.** Subject to the entry of the Final Order, the Debtor shall irrevocably waive and shall be prohibited from asserting any surcharge claim, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the Lender upon the Pre-Petition Collateral and no costs or expenses of administration that have been or may be incurred in the Chapter 11 Case at any time shall be charged against the Lender or its claims or liens. The Lender acknowledges and agrees that it does not consent to any costs or expenses of administration which have been or may be incurred in the Chapter 11 Case, whether in connection with or on account of the preservation and/or disposition of any Pre-Petition Collateral, or which otherwise could be chargeable to the Lender or the Pre-Petition Collateral, pursuant to Bankruptcy Code §§ 105, 506(c), 552 or otherwise, may be chargeable, without the prior written consent of such parties, and no such consent shall be implied from any action, inaction, or acquiescence by such parties.

24. **Section 552(b)**. Upon entry of the Final Hearing Order, the Lender shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception under section 552(b) shall not apply to the Lender with respect to proceeds, products, offspring, or profits of any of the Prepetition Collateral.

25. **Right to Credit Bid**. The Debtor agrees that the Lender shall have the right to credit bid as part of any asset sale process or plan sponsorship process and shall have the right to credit bid the full amount of its claims during any sale of Debtor’s assets (in whole or in part) with respect to any asset subject to its duly perfected liens as of the Petition Date, including without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation under section 1129(b)(2)(A)(ii)-(iii) of the Bankruptcy Code or a sale or disposition by a chapter 7 trustee for the Debtor under Section 725 of the Bankruptcy Code; provided, that such relief will be binding on the Debtor’s chapter 11 estate and all parties in interest upon entry of the Final Order.

26. **Term**. Unless otherwise ordered by the Court or extended by written agreement between the Debtor and the Lender, the Debtor’s right to use the Lender’s Cash Collateral hereunder shall commence on the date hereof and expire on the fourteenth (14<sup>th</sup>) day after entry of this Interim Order. Notwithstanding such expiration or other termination, or modification hereof, the Lender shall be entitled to the liens, priorities and other rights provided herein to the extent that the Debtor has used the Lender’s Cash Collateral following the date hereof.

27. **Continuing Effect of Order**. If an order dismissing the Chapter 11 Case under Section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance with Sections 105 and 349 of the Bankruptcy Code) that (x) the Superpriority Claims and the Replacement Liens granted herein shall continue in full force and effect and shall

maintain their priorities as provided in this Order until all adequate protection obligations shall have been paid and satisfied in full (and that such claims and liens shall, notwithstanding such dismissal, remain binding on all persons), and (y) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in clause (x) above.

28. **Modification of Automatic Stay.** The automatic stay under Bankruptcy Code Section 362(a) is hereby modified as necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to: (a) allow the Debtor to grant the Lender the Replacement Liens and incur the Superpriority Claims as provided herein; (b) permit the Debtor and Lender to perform such acts as may be needed to assure the perfection and priority of the Replacement Liens granted herein; (c) permit the Debtor to incur all liabilities and obligations under the terms of this Interim Order; (d) authorize the Debtor to pay, and the Lender to retain and apply, any payments made in accordance with the terms of this Interim Order; (e) allow the Debtor to otherwise effect the transactions and actions permitted by this Interim Order, including, without limitation, the Lender's rights to enforce its remedies in accordance with the terms of this Interim Order; and (f) implement the terms of this Interim Order.

29. **Not a Responsible Person.** In administering or determining to make any loan under the Loan Documents, this Interim Order or the Final Hearing Order, or in exercising any rights or remedies as and when permitted thereunder, the Lender shall not be deemed to be in control of the operations of the Debtor or to be acting as a "responsible person" or "owner or operation" with respect to its role if any, as mortgagee in possession, or on account of the operation or management of the Debtor (as such terms, or any similar terms, are used in the United States Comprehensive and Liability Act, 29 U.S.C. § 9601 et seq., as amended, or any similar federal or state statute).

30. **Rights of Access and Information.** The representatives, advisors, consultants, agents and/or employees of the Lender shall be afforded reasonable access to the Debtor's premises, during normal business hours and without unreasonable interference with the proper operation of the Debtor's business, and its books and records in accordance with this Interim Order or the Loan Documents and the Debtor shall reasonably cooperate, consult with, and provide to such persons all such information as may be reasonably requested with respect to the businesses, results of operations, and financial condition of the Debtor.

31. **No Third-Party Rights.** Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary other than the Lender.

32. **Headings.** The headings in this Interim Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this Interim Order.

33. **Binding Effect.** The provisions of this Interim Order shall be binding upon and inure to the benefit of the Debtor, the Lender and their respective successors and assigns. To the extent permitted by applicable law, this Interim Order shall bind any successor to the Debtor, including, without limitation, any trustee hereafter appointed for the estate of the Debtor, whether in this Chapter 11 Case or in the event of the conversion of the Chapter 11 Case to a liquidation under chapter 7 of the Bankruptcy Code. Such binding effect is an integral part of this Interim Order. The Lender may assign all of its rights and obligations under the Loan Documents and this Interim Order subject to the terms and conditions of the Loan Documents without further order of the Court, and any permitted assignee of the Lender shall succeed to all of the protections afforded to its predecessor under this Interim Order. All persons and entities shall be required to accept this Interim Order as sole and sufficient evidence of the validity and enforceability of the Superpriority

Claims, the Replacement Liens and all of the Lender's related rights and remedies, and may rely on this Interim Order in recognizing, facilitating, and or complying with the enforcement of the Replacement Liens and all of the Lender's related rights and remedies in accordance with the terms of this Interim Order and the Loan Documents.

34. **Notice and Hearing; Reservation of Rights to Object.** A final hearing on the Motion (the "**Final Hearing**") shall be heard before the Court on December \_\_, 2017, at \_\_\_\_ in Courtroom [ ] at the United States Bankruptcy Court, Eldon B. Mahon Courthouse, 501 W. 10<sup>th</sup> Street, Fort Worth, TX 76102.

35. **Objections.** Objections to the entry of the Final Order shall be in writing and shall be filed with the Clerk of this Court, on or before 4:00 p.m. (prevailing Central time) on December [ ], 2017, with a copy served upon: (i) counsel to the Debtor, Forshey Prostok LLP, 777 Main Street, Suite 1290, Fort Worth, TX 76102 (Attn: J. Robert Forshey and Matthias Kleinsasser); (ii) counsel to the Lender, James S. Brouner, 12770 Coit Rd., Suite 541, Dallas, TX 75251; (iii) counsel to be selected by the Committee (if any) upon its formation if selected by such date; and (vii) the Office of the United States Trustee, 1100 Commerce Street, Room 976, Dallas, TX 75242 (Attn: Lisa L. Lambert, Assistant U.S. Trustee).

36. **Notices.** Except as otherwise stated herein, all notices and demands hereunder shall be in writing and shall be deemed given when addressed as follows: on the earlier of (a) when they are actually delivered to the addressees by hand delivery, facsimile transmission, email or otherwise, or (b) at 11:00 a.m. Dallas time on the Banking Day next following the deposit thereof with any recognized national overnight delivery service properly addressed to the addressees.

37. **Other.** The findings of fact and conclusions of law of this Court pursuant to this Interim Order shall be deemed effective upon the entry of this Order. To the extent that such findings may constitute conclusions, and vice versa, they hereby are deemed such.

38. **Satisfaction of Bankruptcy Rule 6003 and Waiver of Stay of Bankruptcy Rule 6004.** The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm. To the extent applicable, the requirements of Bankruptcy Rule 6004(a) are waived. Notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall be effective and enforceable immediately upon entry hereof.

39. **Survival.** The provisions of this Interim Order and any actions taken pursuant hereto shall survive the entry of any order: (i) confirming any plan of reorganization in the Chapter 11 Case; (ii) converting the Chapter 11 Case to a chapter 7 case; or (iii) dismissing of the Chapter 11 Case.

40. **Effectiveness.** This Interim Order is immediately valid and fully effective upon its entry by the Court.

**###END OF ORDER###**

# **Service List**

**Service List**

**Amfuel**

**#5938**

American Fuel Cell and Coated Fabrics Co.  
Attn: Loenard J. Annaloro, President/CEO  
8600 Central Expressway North  
Wichita Falls, TX 76305

United States Trustee  
Elizabeth Ziegler, Trial Attorney  
1100 Commerce Street, Room 976  
Dallas, TX 75242

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

Texas Workforce Commission  
Labor Law Section  
101 East 15<sup>th</sup> St.  
Austin, TX 78778-0001

Comptroller of Public Accounts  
111 E. 17<sup>th</sup> St.  
Austin, TX 78774-0100

State of Texas (Sales/Use Tax)  
PO Box 919  
Little Rock, AR 72203

State of Arkansas (Income/Franchise)  
10421 West Markham  
Little Rock, AR 72205

Texas State Controllers Office  
PO Box 13528 Capitol Station  
Austin, TX 78711

Columbia County  
PO Box 98  
Magnolia, AR 71754

Wichita County Tax Assessor  
600 Scott Ave., Suite 103  
Wichita Falls, TX 76301

Unifirst  
4407 Henry S Grace Freeway  
Wichita Falls, TX 76302

Paycom  
7501 W. Memorial Rd.  
Oklahoma City, OK 73142

Canon  
15004 Collections Center Dr.  
Chicago, IL 60693

Toyota  
PO Box 5855  
Carol Stream, IL 60197

Fidelity Bank  
2525 Kell, Suite 100  
Wichita Falls, TX 76308

Wichita Falls Economic Development Corp.  
c/o City of Wichita Falls  
1307 7th St.  
PO Box 1431  
Wichita Falls, TX 76301

Arkansas Workers' Compensation  
Commission  
PO Box 950  
Little Rock, AR 72201

Entergy Arkansas, Inc.  
PO Box 35803  
Monroe, LA 71294-5803

R. Caven Crosnoe  
Attorney at Law  
3711 Maplewood Avenue, Suite 200  
Wichita Falls, TX 76308

**TWENTY LARGEST UNSECURED CREDITORS**

8600 Central Venture, LLC  
3300 Buchanan  
Wichita Falls, TX 76308

Step toe & Johnson LLP  
1330 Connecticut Avenue, NW  
Washington, DC 20036-1795

JEVAC Machine Inc.  
Everett Plating  
2570 Columbia Rd. 47  
Magnolia, AR 71753

Health Advantage  
PO Box 8069  
Little Rock, AR 72203-8069

Reliance Aeroproducts  
950 South 6th Avenue  
Mansfield, TX 76063

Collier Investments  
dba Manpower  
107 Bellevue Blvd.  
Benton, LA 71006

Brand & Oppenheimer  
Milberg Factors  
99 Park Avenue  
New York, NY 10016

XPO Logistics  
PO Box 5160  
Portland, OR 97208-5160

Lewis Brisbois Bisgaard & Smith LLP  
221 North Figueroa Street, Suite 1200  
Los Angeles, CA 90012

Eagle Oil & Gas Co.  
2525 Kell Blvd. Suite 510  
Wichita Falls, TX 76308

Entergy 4611679  
PO Box 8101  
Baton Rouge, LA 70891-8101

Johnson Control  
PO Box 730068  
Dallas, TX 75373

Trelleborg Coated Systems US, Inc.  
715 Railroad Avenue  
Rutherfordton, NC 28139

Robinson Helicopter Company  
2901 Airport Drive  
Torrance, CA 90505

Vallen  
4215 S Shackelford Rd. 4A-4D  
Little Rock, AR 72204

Crest Foam Industries  
100 Carol Place  
Moonachie, NJ 07074

Mid-South Steam Boiler & Engineering Co.  
3803 Pointer Trail East  
Van Buren, AR 72956

Bank of America  
Business Card  
PO Box 15796  
Wilmington, DE 19886-5796

Custom Chemical Services  
PO Box 441  
Santa Fe, TX 77510

Polymeric, Inc.  
1540 Saint Claire  
Kent, OH 44240

## **NOTICE OF APPEARANCE AND REQUEST FOR NOTICE PARTIES**

Fidelity Bank  
c/o Jim Brouner  
Law Office of Mark A. Weisbart  
12770 Coit Rd., Suite 541  
Dallas, TX 75251-1366