Paul Hunter Attorney at Law 2616 Central Avenue Cheyenne, Wyoming 82001 307-637-0212 307-637-0262 (Fax) attypaulhunter@prodigy.net

#### IN THE UNITED STATES BANKRUPTCY COURT

#### FOR THE DISTRICT OF WYOMING

In re:	)	
	)	Case No. 17-20041
Western States, Inc., a Wyoming	)	Chapter 11
Corporation,	)	_
_	)	
Debtor.	)	

# MOTION FOR AUTHORITY TO INCUR POSTPETITION UNSECURED INDEBTEDNESS AND NOTICE OF OPPORTUNITY TO OBJECT

The Debtor in Possession respectfully moves the court, pursuant to Sections 11 U.S.C. §364, FRBP 2002, 4001(b)(2) and 4001(c)(2) and 9014 for the entry of an order allowing the debtor to enter into a Premium Finance Agreement with IPFS Corporation, (hereinafter "IPFS") and (b) to grant IPFS a first priority lien and security interest in all unearned or return premiums and dividends which may become payable under the policies identified in the Agreement, and a lien and security interest in loss payments which reduce the unearned premiums subject only to any mortgagee or loss payee interests, and further requests that any deficiency claim of IPFS remaining in the event that IPFS must proceed against its collateral be afforded administrative expense priority under 11 U.S.C.§364(c)(1). In support of its Motion, the Debtor states as follows:

1. The Debtor commenced this case by the filing of a voluntary petition under Chapter 11 on January 25, 2017. The Debtor is in the business of owning and operating a hotel located at 300 West F Street, Casper, Wyoming (the "Ramada Hotel"). The Debtor continues to operate

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the Ramada Hotel postpetition as debtor in possession pursuant to Bankruptcy Code §§ 1107 and 1108, although CRU Real Estate Group, the previously appointed receiver, has continued to operate the hotel pursuant to the stipulation of the debtor and its secured lenders.

- 2. In the ordinary course of its business, the Debtor must maintain various insurance policies. The Debtor is, however, unable to pay in the ordinary course of business pursuant to 11 U.S.C. §364(a) the premiums for the insurance policies identified in the Agreement, and has been unable, after reasonable efforts, to obtain unsecured credit for such payment pursuant to 11 U.S.C. §364(b).
- 3. The Debtor has engaged in discussions with various companies in the business of providing insurance premium financing, and has determined that IPFS offers the most advantageous terms for such financing. A copy of the Debtor's proposed Agreement with IPFS is attached hereto as Exhibit A.
- 4. The insurance policies identified in the Agreement are crucial to the operation of the Debtor's business. Thus, the relief sought herein is in the best interest of the estate and its creditors.
- 5. The Agreement would require the Debtor to make a down payment to IPFS in the amount of \$2,403.35 and to make monthly payments in the amount of \$578.89 each over a term of 10 months. The annual percentage rate is 11,399% and the total amount financed under the Agreement is 291.25.
- 6. The Agreement grants IPFS a lien and security interest in any and all unearned or return premiums and dividends which may become payable under the policies identified in the Agreement. This property is not otherwise subject to a lien. The Debtor requests, and the proposed order submitted herewith (the "Order") provides, that IPFS' lien and security interest in such premiums and dividends shall be senior to the rights of the Debtor's estate in this or any

subsequent proceeding under the Bankruptcy Code and to the rights of any person claiming a lien or security interest in any assets of the Debtor. Notwithstanding the foregoing, the existence and priority of the liens and security interest of AVANA CAPITAL, L.L.C. ("AVANA Capital") and AVANA FUND I, L.L.C ("AVANA Fund", and together with AVANA Capital, "AVANA") or Itria Ventures, LLC as set forth in the cash collateral orders shall remain in full force and effect.

- 7. The Agreement also assigns to IPFS as security any loss payments under the policies which reduce the unearned premiums. The Debtor requests that IPFS' lien and security interest in such payments shall be senior to the rights of the debtor's estate in this or any subsequent proceeding under the Bankruptcy Code, but shall be subject to the interest of any mortgagees or other payees.
- 8. The Debtor requests, and the Order provides, that IPFS' liens and security interests shall be deemed duly perfected without further action by IPFS.
- 9. In the event of a default by the Debtor in making the monthly payments under the Agreement, but subject to a 10-day notice and cure period, the Agreement allows IPFS to cancel the insurance policies identified in the Agreement and apply to the Debtor's account the unearned or return premiums and dividends and, subject to the rights of mortgagees or other loss payees, any loss payments which reduce the unearned premiums. The Debtor requests that IPFS may exercise its rights under the Agreement in the event of such default without moving for relief from the automatic stay of 11 U.S.C. §362 and without further order of this Court.
- 10. The Debtor also requests that any sums that remain due after IPFS has exercised its rights after default shall be deemed an administrative expense of this estate, entitled to priority over any and all administrative expenses of the kind specified in 11 U.S.C. §503(b) or 507(b), pursuant to 11 U.S.C. §364(c)(1), whether incurred in Debtor's Chapter 11 case or after

conversion of the case to a case under Chapter 7 of the Bankruptcy Code.

11. IPFS is extending financing under the Agreement in good faith within the meaning of 11 U.S.C. §364(e).

WHEREFORE, the Debtor in Possession respectfully moves the court to enter an order allowing the debtor to debtor to enter into a Premium Finance Agreement with IPFS Corporation. or other relief the court deems to be just and equitable.

Dated: January 3, 2018.	Respectfully submitted
	/s/
	Paul Hunter
	Debtor's Counsel

### NOTICE OF TIME TO OBJECT

TAKE NOTICE THAT IF YOU DO NOT WANT THE COURT TO GRANT THIS MOTION OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS ON THE MOTION, YOU OR YOUR ATTORNEY MUST FILE WITH THE COURT (U.S. BANKRUPTCY COURT, 2120 CAPITOL AVENUE, SUITE 6004, CHEYENNE, WYOMING 82001) A WRITTEN OBJECTION OR RESPONSE TO THE REQUESTED RELIEF ON OR BEFORE JANUARY 26, 2018 (the debtor is filing a motion to reduce the time period for objections). Your rights may be affected. You should read this notice carefully and discuss it with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you A COPY OF YOUR OBJECTION OR RESPONSE MUST BE may wish to consult one). SERVED UPON THE UNDERSIGNED AND THE US TRUSTEE, 308 WEST 21ST STREET, SUITE 203, CHEYENNE, WY, 82001. IN THE ABSENCE OF A TIMELY OBJECTION OR RESPONSE, THE RELIEF SOUGHT MAY BE GRANTED BY THE COURT WITHOUT FURTHER HEARING. IF YOU FILE A WRITTEN OBJECTION OR RESPONSE, THE COURT WILL SET THE MATTER FOR, AND PROVIDE NOTICE OF, A HEARING.

Dated: January 3, 2018.	Respectfully Submitted:
	/s/
	Paul Hunter
	Debtor's Counsel

### Certificate of Service

I, Paul Hunter, certify that I served a true and correct copy of the foregoing motion upon the attached matrix via US mail, postage prepaid First Class on January 3, 2018 or electronic service on the date of filing.

**UST** 

Jodi D. Shea Pence and MacMillan LLC 501 E. Garfield Laramie, WY 82071

Lori L. Winkelman Quarles & Brady LLP Renaissance One Two North Central Avenue Phoenix, Arizona 85004

Nick Vassallo Assistant United States Attorney U.S. Attorney's Office District of Wyoming P.O. Box 668 Cheyenne, WY 82003-0668

Amy Wallace Potter Garland & Potter, LLC P.O. Box 4310 Jackson, WY 83001

David S. Catuogno LeClairRyan, PC One Riverfront Plaza, 16th Floor 1037 Raymond Boulevard Newark, NJ 07102

/s/	
Paul Hunter	

Exhibit "A" follows on the next page

Case 17-20041 12596 W BAYAUD AVE SUITE 120

#### Doc 315 Filed 01/03/18 PREDWOMFANCEFAGREGINE NO

Entered 01/03/18 15:25:51 Desc Main **IPFS CORPORATION** 

LAKEWOOD, CO 80228

N

(800)825-3443 FAX: (800)625-1624 **CUSTOMER SERVICE: (866)412-1823** 

A	CASH PRICE (TOTAL PREMIUMS)	\$7,901.00
В	CASH DOWN PAYMENT	\$2,403.35
C	PRINCIPAL BALANCE (A MINUS B)	\$5,497.65

AGENT (Name & Place of business) TEGELER & ASSOCIATES DOU

P.O. BOX 687 DOUGLAS,WY 82633 (307)358-4527 FAX: (307)358-2456 INSURED

(Name & Residence or business) WESTERN STATES INC

300 W F ST

CASPER, WY 82601-1328 (307)358-9790 steve@crureg.com

Commercial

Account #: LOAN DISCLOSURE Quote Number: 6837853

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will	The amount of credit provided to	The amount you will have paid after you
	,	you or on your behalf.	have made all payments as scheduled
11.399%	\$291.25	\$5,497.65	\$5,788.90

#### YOUR PAYMENT SCHEDULE WILL BE

lumber Of Payments	Amount Of Payments	When Payments Are Due	
10	\$578.89	Beginning:	MONTHLY 12/25/2017

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES

UNLESS OTHERWISE NOTED.

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

Late Charges: A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due. Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge computed by the actuarial method on a 360 day basis or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$10.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
PENDINGSUO00015324 87	11/25/2017	LIBERTY MUTUAL INSURANCE CO MCGOWAN & COMPANY	UMBRELLA	0.000%	12	7,330.20 Fee: 570.80
				Broker Fee:		\$0.00
				TOTAL:		\$7,901.00

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: 1. SECURITY: To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. 2. POWER OF ATTORNEY: Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

TEGELER & ASSOCIATES DOU	12/07/2017	TEGELER & ASSOCIATES DOU	12/07/2017
Signature of Insured or Authorized Agent	DATE	Signature of Agent	DATE

Case 17-20041 Doc 315 Filed 01/03/18 Entered 01/03/18 15:25:51 Desc Main Insured and Lender further agree that:3. POLICY EFFECTIVE BATES THE Philippace begins 10 accrue as of the earliest policy effective date. 4. AGREEMENT EFFECTIVE DATE: This Agreement shall be effective when written acceptance is mailed to the insured by Lender, 5. DEFAULT AND DELINQUENT PAYMENTS: If any of the following happens insured will be in default: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the insured makes in this Agreement; provided, however, that, to the extent required by applicable law, insured may be held to be in default only upon the occurrence of an event described in clause (a) above. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. 6. CANCELLATION: Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. 7. CANCELLATION CHARGES: If Lender cancels any insurance policy in accordance with the terms of this Agreement and applicable law, then the insured shall pay Lender a cancellation charge equal to \$15.00 or the maximum amount permitted by law. If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. (Not applicable in KY, NV, and VT) 8. INSUFFICIENT FUNDS (NSF) CHARGES: If insured's check or electronic funding is dishonored for any reason, the insured will pay to Lender a fee of \$20.00 or the maximum amount permitted by law. (Not applicable in AL and KY). 9. MONEY RECEIVED AFTER CANCELLATION: Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated and Lender may charge a reinstatement fee where permitted up to the maximum amount allowed by law. 10. ASSIGNMENT: The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgages or loss payees). without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). 11. INSURANCE AGENT OR BROKER: The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. 12. FINANCING NOT A CONDITION: The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. 13. COLLECTION COSTS: Insured agrees to pay attorney fees and other collection costs to Lender to the extent permitted by law if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. (Not applicable in KY) 14. LIMITATION OF LIABILITY: The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender' gross negligence or willful misconduct (not applicable in KY). Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. 15. CLASSIFICATION AND FORMATION OF AGREEMENT: This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. 16. REPRESENTATIONS AND WARRANTIES: The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. 17. PRIVACY: Our privacy policy may be found at http://development.ipfs.com/Privacy.aspx. 18. ENTIRE DOCUMENT / GOVERNING LAW: This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Missouri will govern this Agreement. 19. AUTHORIZATION: The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. 20. WAIVER OF SOVERIGN IMMUNITY: The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of

#### AGENT/BROKER REPRESENTATIONS

federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the

The agent/broker executing this agreement represents, warrants and agrees: (1) installment payments totaling \$0.00 and the down payment indicated in Box "B" on Page 1 has been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies. (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.

scheduled policies granted hereby.

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AUTOMATICでは当時	T AUTHORIZATION
Name & Address of Insured/Borrower: WESTERN STAT	ES INC
300 W F ST CASPER, WY 82601-1328	
<b>Telephone Number:</b> (307)358-9790	
Name & Address of Account Holder (If different from above)	:
Telephone Number: ( ) -	
IPFS Use Only: Quote No.: 6837853	Debit Begins: <u>12/25/2017</u>
12596 W BAYA LAKEWOO Phone: (80 FAX: (80 Please attach a voided check or a deposit slip from yo	PFS UD AVE SUITE 120 DD, CO 80228 800)825-3443 00)625-1624 our bank account, and verify with your bank that the bank a same as listed on your check or deposit slip.
Bank Account Title(Name):	[] Checking or [] Savings
Financial Institution:	ABA #/Routing #:
Address (City, State, ZIP):	Acct No:
Number of Payments:10 Payment Amount:	\$578.89 First Payment Due: 12/25/2017
AGRE	EEMENT
I hereby authorize IPFS Corporation (IPFS) to initiate electro- financial institution identified above (BANK). I authorize BAN same to such account. This authority pertains to all financial Finance Agreement (PFA) I enter into with IPFS, including be payment described in the PFA (or) revised payment amount applicable fees and charges.	obligations existing from time to time under the Premium out not limited to scheduled payments and the cash down
occurring on the First Payment Due Date, and with an additi	
I also understand and agree that this authorization is to remnotice of revocation, sent to the IPFS address set forth above as to afford IPFS a reasonable opportunity to act on it; OR (authorization and agreement is terminated for rejection of a	ve by first class mail postage prepaid in such time and manner 2) I have received written notification from IPFS that this
By: Date (Account Holder or Authorized Signatory of Account Holder)	_
(Account Holder or Authorized Signatory of Account Holder)	
Printed or Typed Name:	DBA

# ACH (Automated Clearing House) GUIDELINES & PROCEDURES

- 1. For an account to be set up on ACH, insured needs to sign an automatic debit authorization form and forward to IPFS with a voided check.
  - 1a. If form is electronically signed, keep for your records only and do not mail to IPFS.
- 2. IPFS Needs at least 10 days before the next payment due date. If authorization is received less than ten days before the next payment due date, insured has to send in a payment for that period and IPFS will initiate debit transactions the following month.

#### \*\*Send back to:

IPFS Corporation 12596 W BAYAUD AVE SUITE 120 LAKEWOOD, CO 80228

Phone: (800)825-3443 FAX: (800)625-1624 Case 17-20041 Doc 315 Filed 01/03/18 Entered 01/03/18 15:25:51 Desc Main

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Label Matrix for local noticing Advanced Thermal Solutions PO Box 4420

1089-2 Case 17-20041 District of Wyoming

Chevenne

Wed Jan 3 13:43:08 MST 2018

American Express P O Box 650448 Dallas, TX 75265-0448 American Hotel Register Co 100 S. Milwaukee Ave

Casper, WY 82604-0420

Vernon Hills, IL 60061-4322

Century Link P O Box 91155

Alsco Linen

Seattle, WA 98111-9255

3200 Prospector Drive

Casper, WY 82604-2906

Grainger

1110 Wilkins Circle Casper, WY 82601-1331 HD Supply Facilities Maintenance

P O Box 509055

San Diego, CA 92150-9055

Haids Plumbing 255 S Pennsylvania

Casper, WY 82609-2000

(p) INTUIT INC C O CORPORATION SERVICE COMPANY

251 LITTLE FALLS DRIVE WILMINGTON DE 19808-1674

Itria Ventures c/o Ramit Arora 462 7th Avenue, 20th Floor

New York, NY 10018-7423

Lees Glass 229 W 1st St

Casper, WY 82601-2403

Oracle America 500 Oracle Parkway

Redwood City, CA 94065-1677

Pepsi Cola of Casper P O Box 2230

Casper, WY 82602-2230

Ramada Worldwide, Inc./Wyndam 14 Sylvan Way

Parsippany, NJ 07054-3801

(p) PACIFICORP ATTN BANKRUPTCY

PO BOX 25308

SALT LAKE CITY UT 84125-0308

US Foods

9399 West Higgins Road, Ste 500

Rosemont, IL 60018-4992

WIDC Frontier CDC/Well Fargo

SBA 504 Program

9062 Old Annapolis Road MAC R1204-010

Columbia, MD 21045-2479

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).

Intuit 2700 Coast Ave.

Mountain View, CA 94043

Rocky Mountain Power

PO Box 26000

Portland, OR 97256-0001

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

(u) Wyoming Amusement League System

address unknown

End of Label Matrix Mailable recipients 17

Bypassed recipients Total

18