

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION AT LAFAYETTE**

IN RE:	)	Chapter 11
	)	
MAXIMUS SUPPLY CHAIN	)	Case No. 24-40167-reg
HOLDINGS, LLC, et al. ¹	)	Jointly Administered
	)	
Debtor-in-Possession.	)	Honorable Robert E. Grant
	)	

**MIDLAND’S LIMITED OBJECTION TO DEBTORS’ MOTION TO SELL
PROPERTY FREE AND CLEAR OF ANY INTEREST BY PRIVATE SALE**

NOW COMES Creditor Midland States Bank (“Midland”), by and through its counsel, and for its Limited Objection (the “Limited Objection”) to the Debtors Maximus Supply Chain Holdings, LLC, Maximus Transport Systems, LLC, Maximus Logistics Corporation, Maximus Industries Corporation, Maximus Logistics Solutions, LLC, Action SCS, LLC, GC3 Logistics, Inc., and GC3 Warehousing, LLC (each a “Debtor”; collectively, the “Debtors”) Motion to Sell Property Free and Clear of Any Interest By Private Sale to Wabash National, L.P. pursuant to 11 U.S.C. § 363(b) and (f), Fed. R Bankr. P. 6004, and N.D. Ind. L.R. B-6004-1 (the “Sale Motion”), states as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction under 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number are: Maximus Supply Chain Holdings, LLC (6729); Maximus Transport Systems, LLC (9839); Maximus Logistics Corporation (2907); Maximus Industries Corporation (0902); Maximus Logistics Solutions, LLC (0372); Action SCS, LLC (1633); GC3 Logistics, Inc. (8844); and GC3 Warehousing, LLC (4132).

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1409 as the relief requested by this Limited Objection constitutes a proceeding arising under and related to Debtor's Chapter 11 bankruptcy proceeding which is currently pending before this court.

PROCEDURAL HISTORY

3. On June 25, 2024, the Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the "Petition Date").

4. On July 19, 2024, this Court entered an order determining that the above-captioned cases shall be joint administered.

5. On September 5, 2024, the Debtors filed the Sale Motion.

6. The Debtors, as Debtors in Possession, have continued in possession of their property, pursuant to 11 U.S.C. §§1107 and 1108.

7. Venue is proper in this court pursuant to 28 U.S.C. § 1409 as the relief requested by this Motion constitutes a proceeding arising under and related to Debtor's Chapter 11 bankruptcy proceeding which is currently pending before this court

BACKGROUND

8. On or about July 15, 2022, International Financial Services Corporation ("IFSC"), as lessor, and the Debtor, as lessee, entered into Master Equipment Lease Agreement No. xx150 and Equipment Lease Schedule No. 01 thereto (collectively the "Agreement") wherein IFSC leased to the Debtor the following equipment: (1) New Sumig Robotic Welding System including custom cell work area, (2) welding robot model OTC FD-B6L Series II, (2) robot controller OTC FD21, (2) welding power supply OTC WB2-P400, (1) linear slide 105 ft., (2) rotational column and boom, (2) headstock with tailstock 11,000 lb., (2) robotic air-cooled torch Sumig SU 477, (2)

seam tracker servo robot nano-trac, (2) torch cleaning unit Sumig SC-5 plus and all other accessories and attachments thereto (collectively the “Equipment”).

9. Pursuant to the Agreement, as amended, the Debtor agreed to make five (5) consecutive monthly payments of \$10,078.00, plus applicable taxes; followed by fifty-five (55) consecutive monthly payments of \$10,375.00, plus applicable taxes.

10. As further evidence of its ownership interest in the Equipment, IFSC filed its UCC-1 financing statement on July 18, 2022.

11. To induce IFSC to enter into the Agreement, GC3 Logistics Inc. and Sam Bazzi each guaranteed the obligations of the Debtor under the Agreement (the “Guaranties”).

12. On or about June 28, 2023, IFSC assigned all its right, title and interest in the Agreement, Equipment, and right to payment under the Agreement to Midland States Bank (“Midland”).

13. Midland fully performed its obligations under the Agreement.

14. Despite request, Midland has been unable to determine if the Debtors intend to sell any of Midland’s Equipment.

15. 11 U.S.C. § 363(f) provides in pertinent part that:

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

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

- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f) (emphasis added).

16. To satisfy the requirements of §363(f)(3), the Equipment must be sold at a price greater than the aggregate value of all liens. Midland owns the Equipment and has a claim in the amount of \$447,198.50 with respect to the Agreement.

17. Midland's Equipment is not specifically included on the list of equipment subject to the Sale Motion. Midland will withdraw this Limited Objection upon confirmation that the Equipment is not being sold.

18. For avoidance of doubt, Midland requests entry of an order determining that Midland's Equipment is not subject the Sale Motion and order authorizing sale.

WHEREFORE, Midland States Bank respectfully requests that this Court enter an order determining that Midland's Equipment shall not be included in the sale, and granting such other and further relief as this Court deems just.

Dated September 26, 2024

MIDLAND STATES BANK,

By: /s/ C. Randall Woolley
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CERTIFICATE OF SERVICE

I hereby certify that on September 26, 2024, a copy of the foregoing was filed electronically. Notice of this filing will be sent to the following parties through the Court's Electronic Case Filing System. Parties may access this filing through the Court's system.

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I further certify that on September 26, 2024, a copy of the foregoing was mailed first-class U.S. Mail, postage prepaid, and properly addressed to the following:

Maximus Supply Chain Holdings, LLC
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Lafayette, IN 47909

By: /s/ C. Randall Woolley
C. Randall Woolley