

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

In re:

MAXIMUS SUPPLY CHAIN
HOLDINGS, LLC, *et al.*,

Debtors.¹

Case No. 24-40167

Chapter 11

MOTION FOR DEBTOR-IN-POSSESSION
FINANCING FROM INSIDER

COMES NOW, DEBTOR-IN-POSSESSION, Maximus Supply Chain Holdings, LLC; Maximus Transport Systems, LLC; Maximus Logistics Corporation; Maximus Industries Corporation; Maximus Logistics Solutions, LLC; Action SCS, LLC; GC3 Logistics, LLC; and GC3 Warehousing, LLC, as debtors and debtors-in-possession (each a “Debtor”; collectively, the “Debtors” or “Maximus Group”), pursuant to 11 U.S.C. §§ 105(a), 363(b), 507(a)(4) and (a)(8), seeking an Order authorizing Debtors insider financing under 11 U.S.C. § 364 for operating expenses, and in support of states as follows:

1. Maximus Group has had many opportunities, but due to the shut down of many of its customers over the Holiday Season and the fact many orders

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).

that had been scheduled for January and February 2025 have been pushed back to March 2025, the cash budget has been less than budgeted.

2. The approved Sixth Cash Collateral Order has been approved and there are certain adequate protection payments due to the Secured Creditors in the next several days.
3. Financing is necessary so that Maximus may continue to meet its current obligations including but not limited to the adequate protection payments to Centier Bank and Cambridge under the Sixth Cash Collateral Order.
4. The orders, production, and revenues will start to progress, but Maximus needs an infusion of cash to make it to the months of March and April 2025.
5. The proposal would be a revolving line of credit of \$150,000 at the interest rate of seven (7.0%) percent from **NovaTech Manufacturing Corporation** who's **shareholders are Inna and Sam Bazzi**, with an immediate draw down of Fifty Thousand (\$50,000.00) Dollars.
6. The proposed Promissory Note is attached hereto and made a part hereof as Exhibit A.
7. The amount drawn down will become a post-petition unsecured administrative claim under 11 U.S.C. § 364 (d), behind the secured creditors of Centier Bank and Cambrge.
8. Centier consents to the Motion for insider financing.

WHEREFORE, Maximus, request the Court grant the Motion as soon as practicable and allow the Debtor to Execute the proposed Promissory Note and draw down \$50,000.00 dollars and for all other relief that is just and proper in the premises.

Date: February 21, 2025

Respectfully submitted,

Debtors

By: /s/ R. David Boyer, II

R. David Boyer, II (#20808-02)

BOYER & BOYER

110 W. Berry St./Suite 1910

Fort Wayne, IN 46802

Tel: 260.407.7123

Fax: 260.407.7111

Attorney for Debtors

CERTIFICATE OF SERVICE

I hereby certify that on February 21, 2025, 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.

- Susan M. Argo sargo@brickergraydon.com
- Debra Babu ddevassy@darcydevassy.com
- Kay Dee Baird kbaird@kdlegal.com, rhobdy@kdlegal.com; crbpgpleadings@kdlegal.com
- Reynold T. Berry rberry@rubin-levin.net,
lking@rubin-levin.net; atty_rberry@bluestylus.com
- Edmond M. Burke eburke@chuhak.com, mvasquez@chuhak.com
- Jason R. Burke jburke@bbrlawpc.com, kellis@bbrlawpc.com
- W. Kent Carter kentcarter@grsm.com, jswick@grsm.com
- Deborah J. Caruso dcaruso@rubin-levin.net, csprague@rubin-
levin.net; atty_dcaruso@bluestylus.com; dwright@rubin-levin.net
- Michael E. DiRienzo mdirienzo@kddk.com
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- Sarah L. Fowler sfowler@bbrlawpc.com, kellis@bbrlawpc.com
- Nancy J. Gargula USTPRegion10.SO.ECF@usdoj.gov
- James K. Haney jhaney@wongfleming.com, sfiorentino@wongfleming.com
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- Whitney L. Mosby whitney.mosby@dentons.com, suzanne.japenga@dentons.com
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- Charles Otten cjo@mpmfir.com, louretailbankruptcy@morganandpottinger.com
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levin.net; cgilly@rubin-levin.net
- Brian Tuinenga brian.tuinenga@usdoj.gov
- Charles Randall Woolley rwoolley@darcydevassy.com
- Ross Yates ross.yates@gutweinlaw.com

I hereby certify that on February 12, 2025, a copy of the foregoing was mailed by United States mail to the following:

Mailing Matrix attached hereto as **Exhibit B**.

R. David Boyer, II
R. David Boyer, II

Exhibit B

Action SCS LLC 3535 Brady Lane Lafayette, IN 47909	Blackwell, Burke & Fowler PC 101 W. Ohio Street, Suite 1700 Indianapolis, IN 46204
Taylor H. Dias Goulston & Storrs PC One Post Office Square, 25 th Floor Boston, MA 02109	David M. Eisenberg Maddin, Hauser, Roth & Heller P.C. One Towne Square, 5 th Floor Southfield, MI 48076
GC3 Logistics, Inc. 3535 Brady Lane Lafayette, IN 47909	GC3 Warehousing LLC 3535 Brady Lane Lafayette, IN 47909
Maximus Industries Corporation 3535 Brady Lane Lafayette, IN 47909	Maximus Logistics Corporation 3535 Brady Lane Lafayette, IN 47909
Maximus Logistics Solutions, LLC 3535 Brady Lane Lafayette, IN 47909	Maximus Transport Systems, LLC 3535 Brady Lane Lafayette, IN 47909
Jason R. Burke Blackwell, Burke & Ramsey, P.C. 101 West Ohio Street, Suite 1700 Indianapolis, IN 46204	Sarah L. Fowler Blackwell, Burke & Ramsey, P.C. 101 W. Ohio St., Suite 1700 Indianapolis, IN 46204
Spencer W. Tanner Gutwein Law 20 NW 3rd Street, Suite 830 Evansville, IN 47708	Nancy J. Gargula 100 East Wayne Street, 5th Floor South Bend, IN 46601-2349
Ross Yates Gutwein Law 20 NW Third Street, Suite 830 Evansville, IN 47708 Brian Tuinenga DOJ-Ust	David A Newby Momkus LLP 1001 Warrenville Rd., Suite 500 Lisle, IL 60532

100 East Wayne Street, Suite 555 South Bend, IN 46601	
AIM TRANSPORTATION SOLUTIONS 4944 BELMONT AVE Youngstown, OH 44505	MILESTONE TRAILER LEASING LLC PO BOX 205589 DALLAS, TX 75320
KAYE SKOOG 3898 E INDEPENDENCE RD Attica, IN 47918	STAR LEASING COMPANY PO BOX 76100 Cleveland, OH 44101
AMSTON TRAILER SALES AND RENTAL 7213 HIGHWAY 41 Caledonia, WI 53108	SAMSARA NETWORKS INC PO BOX 735462 DALLAS, TX 75373
AXLE TRU ALIGNMENT & REPAIR 13044 SOUTH 150 EAST ROMNEY, IN 47981	POMP'S TIRE SERVICE PO BOX 88697 MILWAUKEE, WI 53288
MCLEOD SOFTWARE CORPORATION 100 CORPORATE PKWY Birmingham, AL 35242	WHITEFORD KENWORTH 4625 W WESTERN AVE SOUTH BEND, IN 46619
MHC Kenworth PO BOX 879269 Kansas City, MO 64187	Best Drive 7800 Records Street Lawrence, IN 46226
JX TRUCK CENTER - INDIANAPOLIS PO BOX 713113 CHICAGO, IL 60677	JACKSON GROUP LEASING SALT LAKE PO BOX 2208 DECATUR, AL 35609
Hoosier Filth Force 4933 Fencerow Lane Lafayette, IN 47905	PRESTIGE FLEET SERVICES LLC 745 WEST WINDER INDUSTRIAL PKWY WINDER, GA 30680
NEWTON OIL COMPANY INC 3150 S 460 E LAFAYETTE, IN 47905	ROWE TRUCK EQUIPMENT INCORPORATED 506 E. 22 nd Street Otterbein, IN 47970
MAGIC GLASS P.O. BOX 57 LAFAYETTE, IN 47902	TRANSPORTATION SAFETY COMPLIANCE & CONSULTING PO BOX 180

LANESVILLE, IN 47136

R. David Boyer, II

**PROMISSORY NOTE
UNSECURED-REVOLVING**

\$150,000.00

County of TIPPACANOE, State of Indiana
February __, 2025

FOR VALUE RECEIVED, the undersigned promises to pay to the order of **NovaTech Manufacturing Corporation**, the sum of One Hundred and Fifty Thousand Dollars (**\$150,000.00**) with interest as hereinafter set forth, all without relief from valuation or appraisal laws and with reasonable attorney fees. The initial draw down will be Fifty Thousand (\$50,000.00) Dollars.

The above sum, with interest from the date hereof at the initial rate of **Seven Percent (7.0%)** per annum compounded monthly, upon the amount of the unpaid balance, shall be payable **interest only at (\$291.67 per month) for 12 months, at the end of the 12 months the parties will enter into a payment plan** and continuing until the full principal is due and shall be paid in full. The first payment is due 30 days after the loan is received. MAKERS ACKNOWLEDGE THAT THE MONTHLY PAYMENT PROVIDED HEREIN WILL NOT FULLY AMORTIZE THE MAKERS' OBLIGATION AND THERE WILL BE A BALLOON PAYMENT DUE AT MATURITY.

After maturity or while there exists an uncured default hereunder, until paid, the rate of interest shall be fifteen percent (15%) and in the event any monthly installment hereunder is not received by the holder hereof on the on the due date of such monthly installment and the same is subsequently accepted by the holder hereof, the undersigned shall pay to the holder hereof a late charge in the amount of five percent (5%) of such delinquent monthly installment, if not received by the last day of such month.

This Note is UNSECURED!

Upon default in the payment of any monthly installment provided for herein, or upon the occurrence of any event of default under any of the mortgage documents or the security agreement, then and in any such event, the entire aforesaid principal sum, together with all accrued interest thereof, shall, at the option of the holder hereof, become immediately due and payable without further notice and said indebtedness may be collected and the holder may take any action authorized under the loan documents. No delay on the part of the holder hereof in exercising said option shall operate as a waiver or preclude the exercise of said option during the existence of such default or upon the occasion of a later default.

The holder hereof, at its option may extend the time of the payment of said indebtedness or accept a Renewal Note or Notes therefore and any such extension, or renewal shall not release the undersigned or any endorser or Guarantor from any liability hereunder. The makers, endorsers and assignors severally waive presentment, protest, notice of protest and non-payment of this Note and diligence in the collection thereof.

This Note may be prepaid in full or in part at any time without penalty. Any partial prepayment shall be credited to the installments of principal in the reverse order of their maturity so as not to release or postpone the regular installment payments provided for above.

The undersigned shall not, without prior written consent of the holder, convey, transfer, sell, sell on contract or lease or attempt to convey, transfer, sell or lease all or any part of the secured Property other than in the ordinary course of business. A default with respect to such prohibition shall entitle the holder to the remedies provided for herein.

The maker and endorsers waive presentment for payment, notice of dishonor,

notice of non-payment of this Note and diligence in the collection thereof as conditions of liability under this instrument.

The obligation to make payments hereunder is without relief from valuation or appraisal laws and with attorney fees.

**MAXIMUS SUPPLY CHAIN HOLDINGS, LLC
DEBTOR IN BANKRUPTCY**

By: _____
NAME: Sam Bazzi
Title: President

STATE OF INDIANA)
) SS:
COUNTY OF TIPPACANOE)

Before the undersigned Notary Public in and for said County and State personally appeared Sam Bazzi the President of the President, of Maximus Supply Chain Holdings, LLC as Debtor-in-Possession under Cause No. 24-40167 and acknowledged the execution of the above Promissary Note as its duly authorized act and deed as such officer of said Company for the uses and purposes set forth therein.

Notary Public

My commission expires: _____

Resident of _____ County.

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

In re:

MAXIMUS SUPPLY CHAIN
HOLDINGS, LLC, *et al.*,

Debtors.¹

Case No. 24-40167

Chapter 11

**ORDER RE: MOTION FOR DEBTOR-IN-POSSESSION
FINANCING FROM INSIDER**

COMES NOW THE COURT and pursuant to 11 U.S.C. §§ 105(a), 363(b), 507(a)(4) and (a)(8), now authorizes Debtors insider financing under 11 U.S.C. § 364 for operating expenses and instruct them they can execute the proposed Promissory Note and draw down the \$50,000.00.

DATE: _____

SO ORDERED.

JUDGE, UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA

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).