

Manufacturers of airline ground service equipment since 1946

# **Stinar** CORPORATION

3255 SIBLEY MEMORIAL HIGHWAY  
ST. PAUL, MINNESOTA 55121 USA  
PHONE: 651-454-5112 ext. 116  
FAX: 651-454-5143  
bharvey@stinar.com

June 7, 2018

Dear Creditor

Attached are documents related to the Chapter 11 filing of Stinar HG, Inc. The documents are:

- 1 This letter
- 2 Court Order concerning voting on the plan
- 3 Ballot
- 4 The First Modified Plan of Reorganization
- 5 The First Amended Disclosure Statement
- 6 Certificate of Service

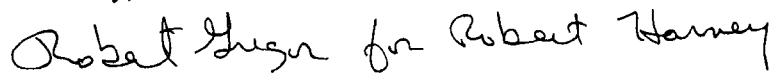
Stinar and Oakridge Holdings, Inc., the parent company of Stinar, both filed for Chapter 11 reorganization on May 22, 2018. After operating in bankruptcy for over a year, and after receiving a critical infusion of capital from Kruckeberg Industries, Stinar has become profitable and is offering pursuant to the terms of the attached plan, to pay its creditors the full amount of their allowed claims over time.

It is important that you vote on the plan. Only those creditors who vote on the plan will be counted towards the totals necessary to approve the plan. Please fill out, date, sign and return the ballot in the attached Self-Addressed Stamped Envelope. All ballots must reach the Bankruptcy Court no later than July 13, 2018. Note that if you are owed more than \$3,000 but want to receive payment of a maximum of \$3,000 faster than you would otherwise be paid under the plan, please note that on the ballot as indicated.

Thank you for your confidence in Stinar. We could not have done this without you. We appreciate the sacrifice that has been made by our creditors who have gone without payment on their debts since last May. We believe that this plan is the best that we can do and we ask you to support it with your vote.

Additional copies of the ballot and the plan and disclosure statement can be found on-line at: <http://sapientialaw.com/for-creditors-and-shareholders-of-stinar-hg-inc-and-oakridge-holdings-inc/>

Sincerely,



Robert Harvey, President

In re: **Jointly Administered under  
BKY 17-31670**

Stinar HG, Inc., BKY 17-31670

Oakridge Holdings, Inc., BKY 17-31669

Debtors.

**ORDER AND NOTICE FOR HEARING ON CONFIRMATION OF PLANS**

Disclosure statements have been approved as containing adequate information regarding plans to be considered for confirmation. The court may confirm plans pursuant to 11 U.S.C. § 1129 after notice and a hearing.

IT IS THEREFORE ORDERED:

1. APPROVAL OF DISCLOSURE STATEMENTS. The disclosure statement filed by **Stinar HG, Inc.**, the proponent, on June 5, 2018, dated June 5, 2018, regarding the plan filed by the proponent on June 5, 2018, dated June 5, 2018, is approved. The disclosure statement filed by **Oakridge Holdings, Inc.**, the proponent, on June 6, 2018, dated June 6, 2018, regarding the plan filed by the proponent on June 5, 2018, dated June 5, 2018, is approved.

2. HEARING ON CONFIRMATION. A hearing to consider confirmation of the plans will be held on July 18, 2018, at 2:30 p.m., in Courtroom 8 West, United States Courthouse, 300 South Fourth Street, Minneapolis, Minnesota 55415.

3. OBJECTIONS TO CONFIRMATION. An objection to confirmation of the plans shall be made by motion under Local Rule 3020-1. Seven days prior to the hearing is the last day to timely deliver an objection, and ten days prior to the hearing is the last day to timely mail an objection. The objection must be filed not later than one day after service.

4. BALLOTS TO ACCEPT OR REJECT PLAN. Five days prior to the hearing is fixed as the last day to timely file the ballots to accept or reject the plans. The attorneys for the proponents and the unsecured creditors committee shall jointly count the ballots and file a report of the tabulation not later than 24 hours before the hearing under Local Rule 3020-2.

5. DISCOVERY. Unless the parties agree otherwise by written stipulation, Fed. R. Civ. P. 26(a)(1), (a)(2), (a)(3) and (f) do not apply.

6. MAILING OF NOTICE, COPIES AND BALLOTS. Not less than thirty-five (35) days prior to the hearing, the proponents under supervision of its attorneys shall prepare and mail pursuant to Local Rule 3017-1(a)-(b), and in accordance with the clerk's instructions, appropriate copies of this order and notice, letters of transmittal if any, the approved official form ballot, the approved disclosure statements, and the plans, to the entities specified in Local Rule 9013-3, all creditors, and other parties in interest, other than equity security holders.

Dated: June 7, 2018

/e/ Kathleen H. Sanberg

\_\_\_\_\_  
KATHLEEN H. SANBERG  
CHIEF UNITED STATES BANKRUPTCY JUDGE

**STINAR BALLOT**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

IN RE:

STINAR HG, INC.  
OAKRIDGE HOLDINGS, INC.

Jointly Administered Ch. 11  
Cases under Case No. 17-31670  
(KHS)

Debtors.

**BALLOT FOR ACCEPTING OR REJECTING PLAN OF REORGANIZATION FOR STINAR HG, INC.**

This ballot is being sent to all creditors, for acceptance or rejection of the First Modified Plan of Reorganization of Stinar HG, Inc. (the "Plan"). The Plan as filed by the debtor is dated and filed June 5, 2018. The Plan is accompanied by the First Modified Disclosure Statement. The First Modified Disclosure Statement is dated and was filed on June 5, 2018. The Disclosure Statement was approved by the Court on June 7, 2018.

*To have your vote count, you must complete and return this ballot.*

Under 11 U.S.C. § 1126 and Bankruptcy Rule 3018, a class of claims has accepted a plan if the plan has been accepted by creditors that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors that have accepted or rejected the plan.

The undersigned, a creditor having a claim in the amount of \$ \_\_\_\_\_ hereby:

**Check one box:**  
 **Accepts**  
 **Rejects**

the plan of reorganization of the debtor described herein.

If you are the holder of a Class IID General Unsecured Claim and desire to reduce your claim to \$3,000 and receive payment as a Class IIC Convenience Class unsecured claimant, resulting in a lower but faster payment under the terms of the Plan, indicate below:

I am the holder of a Class IID General Unsecured Claim. By checking the box to the right I am electing to **reduce my claim** to a total of \$3,000.00 in order to receive payment of that reduced claim within 60 days of the Effective Date as set forth in the Plan.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Name of  
Creditor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Return completed ballot to:  
Clerk of Bankruptcy Court  
200 U.S. Courthouse  
316 N Robert St  
St. Paul, MN 55101

**This ballot must be received by the Clerk of  
Bankruptcy Court no later than July 13, 2018**

\_\_\_\_\_

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MINNESOTA**

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In re:

Jointly Administered Ch. 11  
Cases under Case No. 17-31670  
(KHS)

Stinar HG, Inc., Case No. 17-31670  
Oakridge Holdings, Inc. Case No. 17-31669

Debtors  
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**FIRST MODIFIED PLAN OF REORGANIZATION OF  
STINAR HG, INC.**

**June 5, 2018**

Kenneth Corey-Edstrom (#148696)  
[kene@sapientialaw.com](mailto:kene@sapientialaw.com)  
SAPIENTIA LAW GROUP  
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612-756-7100

Attorneys for Debtor

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## I. INTRODUCTION

Stinar HG, Inc. (“Debtor” or “Stinar”), a Minnesota Corporation, hereby proposes the following plan of reorganization (hereinafter “the Plan”) pursuant to United States Bankruptcy Code, Title 11 of the United States Code.

## II. DEFINITIONS

For the purposes of this Plan, the following terms shall have the respective meanings hereinafter set forth. Any terms contained in this Plan that are not specifically defined shall have the meaning provided for in the Bankruptcy Code, unless the context otherwise requires.

“Confirmation Date” means the date of entry of an order confirming the Debtor’s Plan.

“Effective Date” means the Seventh business day following the filing date of the final order confirming this Plan.

“Interest” means the equity interest of any shareholder in Stinar.

“Net Liquidation Value” means the estimated sum available to unsecured creditors after payment of administrative and secured claims.

“Plan” means this Chapter 11 plan of reorganization and any amendments, or modifications thereto.

“Pro Rata Share” means, as to a claimant, the amount determined by multiplying the total amount of debtor’s payment to a particular class by a fraction, the numerator of which is the amount of the claimant’s allowed claim and the denominator of which is the total amount of all allowed claims in that class.

### III. UNCLASSIFIED CLAIMS

#### A. Unclassified Claims Definition

Unclassified Claims include:

- 1) All fees payable, including quarterly fees payable to the United States Trustee and any court fees, as required under 28 U.S.C. § 1930(a)(6). As of the date hereof, Stinar is current with such fees.
- 2) Post-petition Claims, incurred in the ordinary course of Stinar’s business other than those listed in paragraph c and d below. Stinar is current with all such expenses as of the date hereof.
- 3) Allowed Priority Expense Claims, except as otherwise classified herein, including:
  - a) Allowed administrative expense fees and expenses of counsel for Stinar and Oakridge and special counsel for Oakridge or pursuant to 11 U.S.C. § 503(b) as well as any other professionals hired by Stinar and whose retention and fees have been or will be approved by the Court.
  - b) Administrative Claims of taxing authorities for post-petition taxes under 11 U.S.C. § 507(a)(2) and 503(b). Stinar is current on post-petition taxes.



- c) Claims of taxing authorities for pre-petition taxes entitled to priority by reason of 11 U.S.C. § 507(a)(8). Stinar's parent, Oakridge Holdings, LLC has a claim filed against it by the Minnesota Department of Revenue but Stinar believes it has no material pre-petition taxes owed to any taxing authority.

B. Treatment of Administrative Priority Claims:

The foregoing Allowed Administrative (507(a)(2)) Claims will be satisfied by payment in full on the Effective Date, to the extent not otherwise paid in the ordinary course of business as the same become due or as agreed upon by a particular Claimant. Stinar will continue to pay all fees payable, including quarterly trustee fees, and any other court fees, that come due until the Chapter 11 case is closed, converted or dismissed, as required by 28 U.S.C. § 1930, but subject to any amendments to the Bankruptcy Code made retroactively applicable to this case. After confirmation, Stinar agrees to submit quarterly operating reports to the United States Trustee, in the format prescribed by the trustee until the case is closed, dismissed or converted.

C. Treatment of Non-Administrative Priority Claims:

All Allowed Claims under § 507(a)(8) will, unless otherwise agreed, be paid in full, in regular monthly installments, over a period of no more than 60 months from the date of the filing of Stinar's Bankruptcy Petition with interest as required

by applicable state or federal law. Stinar believes that there are no Section 507(a)(8) claims.

#### **IV. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

All Classified Claims against Stinar are set forth below, along with the treatment to be afforded each Class.

##### **A. Classified Claims and Interests.**

###### **1. Class I. Secured Claims**

The amount of the secured claims of the Debtor are determined by the value of the various assets held by the Debtor. As of the Petition Date, the major asset of Stinar is a piece of real property consisting of 7.1 acres in Eagan Minnesota upon which it operates its business (its sole location). With needed roof and building improvements and outstanding environmental issues, the real estate has a liquidation value of \$1,836,750. Stinar had other current assets, valued at generally accepted accounting principles, worth \$1,188,166.19. Net Liquidation Value of all assets of the Debtor as of the date of filing is approximately \$2,226,791 as shown on Exhibit 2. A liquidation analysis is attached as Exhibit 2 to the Disclosure Statement accompanying this Plan.

Pre-petition the following parties held secured debt against Stinar as listed below:

a) Class IA: Claims of Signature Bank

Signature Bank that has two loans totaling a current balance of approximately \$1,132,482.00. More specifically, the loans and security for the Signature Bank loans are:

Loan No. 5802:

Balance: \$831,715

Description: Payable in monthly installments of \$ 6,672 including interest at 6.0 %, with a balloon payment in January 2023. Effective June 2015, the interest rate was raised to 10 % due to payment default in accordance with the terms of the note.

Security: The note is secured by the first mortgage on property owned by Stinar, a blanket lien in all of Stinar's assets and a continuing commercial guarantee from both Oakridge Development and Robert Harvey and by the assignment of a life insurance policy on Robert Harvey.

Loan No. 5803:

Balance: \$300,767.00

Description: Bank portion of SBA 504 loan guaranteed note payable in monthly installments of \$ 20,503 including interest at the prime rate (as published by the Wall Street Journal) plus 1 %, adjusted every calendar quarter (4.25 % at June 30, 2016), maturing in May 2018.

Security: Mortgage on the land and buildings at 3255 Sibley Memorial Highway, Eagan, Minnesota consisting of an office, shop and out lots totaling approximately 7.1 acres, a blanket lien on assets of Stinar (with equipment lien subordinate to SBA) and the unconditional guarantee of the chief executive officer/key stockholder.

Treatment:

Stinar will pay the principal balance on the Signature Bank loans existing at the Petition Date less any payments made from the Petition Date to the Effective Date as secured claims at the rate set forth in the loan documents beginning thirty days after the Effective Date. Stinar has missed all thirteen payments on loan 5802 during the course of the Chapter 11. The amounts of principal not paid during the course of the case will be added to the balloon amount of the loan which shall

continue to be January 2023. All monthly payments shall remain the same and conditions of any underlying loan documents shall remain in full force and effect including the ability of the bank to charge the debtor fees, costs and charges accruing post-petition (the “Charges”). Debtor acknowledges that the Charges are also appropriate under 11 USC § 506(b).

The secured claimants shall retain a lien and security interest in the collateral, as described forth above, until the principal balances and all accruing interest are paid in full. Nothing in this Plan shall impair the perfection or validity of the Bank’s lien and security interest(s) provided to them by Minnesota law.

So long as the payments by Stinar under the terms of the Plan are current, all personal guarantees signed by any guarantor on any of the Loans will also be deemed current and not in default.

Alternatively, Stinar may seek re-financing of the Class IA debt at terms at least as favorable as the current debt structure.

b) Class IB: Claims of the Small Business  
Administration

The Small Business Administration (“SBA”) has a separate SBA 504 Loan with a current balance of \$632,585. This loan has a twenty-year term and is payable in monthly installments of \$ 5,107 including interest and SBA fees for an

interest rate of 5.2%. The SBA portion of the 504 loan matures in March 2033. The note is secured by a second mortgage on the land and buildings at 3255 Sibley Memorial Highway, Eagan, Minnesota consisting of an office, shop and out lots totaling approximately 7.1 acres and an unconditional guarantee from both Oakridge Development and Robert Harvey as well as a second position lien on Stinar's equipment.

Treatment:

Stinar will pay the principal balance on the Small Business Administration Loan existing at the Petition Date less any payments made from the Petition Date to the Effective Date as secured claims at the rate set forth in the loan documents beginning thirty days after the Effective Date. Stinar has missed all the monthly payments owing on the loan during the course of the bankruptcy. Stinar will extend the Loans by the number of months that the payments were missed. Monthly payments shall remain the same. All conditions of any underlying loan documents shall remain in full force and effect.

The secured claimants shall retain a lien and security interest in the collateral, as described forth above, until the principal balances and all accruing interest are paid in full.

So long as the payments by Stinar under the terms of the Plan are current, all personal guarantees signed by any guarantor on any of the Loans will also be deemed current and not in default.

Alternatively, Stinar may seek re-financing of the Class IB debt at terms at least as favorable as the current debt structure.

c) Class 1C: Claims of Kruckeberg Industries LLC

Kruckeberg Industries LLC (“Kruckeberg”) provided a secured loan in the approximate amount of \$72,000 to Stinar for the purchase of parts prepetition. In addition, pursuant to the now-terminated management agreement between Stinar and Kruckeberg, Stinar owes Kruckeberg \$71,820. That debt is also secured by the assets of Stinar. Finally, Kruckeberg also has a Debtor in Possession loan (“DIP Loan”) with Stinar that was approved under a stipulation entered between Stinar and Kruckeberg on May 26, 2017 [Docket 23]. The order approving the stipulation is Docket 26. The terms of the DIP loan were extended via a Stipulation approved by the Court on October 25, 2017 [Docket 63]. The current DIP Financing Agreement expired on December 31, 2017. Stinar was in compliance with the terms of the extended DIP Financing agreement except per the stipulation the total amount of the DIP loan is now due. The

total owing to Kruckeberg on the DIP loan is currently approximately \$318,246.00. Total owing to Kruckeberg by Stinar for both pre-petition secured debt and post-Petition DIP funding is currently approximately \$462,066.00.

Stinar has made no payments to Kruckeberg during the course of the Chapter 11. Kruckeberg has a superpriority lien on all of the assets of Stinar over all other creditors except Signature Bank and the Small Business Administration. If Stinar cannot obtain an agreement to extend the DIP Financing Agreement, Kruckeberg has the ability to immediately foreclose on all of the assets of Stinar, subject to the rights of Signature Bank and the Small Business Administration.

Treatment:

Contingent on the approval of a liquidating plan of reorganization for Oakridge, which contingency Kruckeberg may waive at any time, Kruckeberg shall convert all of its rights to payment of any amounts owed prior to the petition date and under the DIP loan into a 100 % ownership interest in Stinar. All current shares or other indications of ownership in Stinar, as further described below will be cancelled.



d) Class 1D: Claims of Ford Motor Credit

Ford Motor Credit has a loan with a current balance of approximately \$24,704.00 and a security interest on one Ford Truck Chassis owned by Stinar.

Treatment:

Ford Motor Credit's allowed claim will be paid in full within sixty days after the effective date.

2. Class II: Unsecured Claims

a) Class II A: Claim of Robert Harvey.

This class shall consist of the unsecured claims of Robert Harvey, the current President of Stinar. Stinar scheduled this claim at \$224,000 although a subsequent review of the books and records shows that the amount due is \$59,000.00.

Treatment:

Robert Harvey's claims are to be subordinated to the claims of all other unsecured creditors pursuant to 11 USC § 510(c)(1). When said claims are paid in full Stinar shall pay Claims under Class IIA as funds become available on a semi-annual basis.

b) Class IIB: Claim of Oakridge Holdings, Inc.

This class shall consist of the unsecured claims of Oakridge Holdings, Inc., the parent of Stinar. Stinar scheduled this claim at \$470,265 although a review of the books and records of the company show that Oakridge eliminated the amounts due from Stinar in connection with filings with the Securities and Exchange Commission based on accounting principles that such intercompany debt should be treated as contribution to the capital of Stinar. Stinar therefore believes that the funds listed as loaned to the company by Oakridge should be treated as a pre-petition addition to capital of the company. Kruckeberg would call their DIP loan if the amounts allegedly due to Oakridge were not recast as a capital contribution.

Treatment:

Stinar will treat the intercompany transfer to Oakridge as contribution to capital of Stinar. This pre-petition ownership interest will be cancelled as a result of the reorganization of Stinar.

c) Class IIC: Convenience Class.

This class shall consist of Allowed Unsecured Claims not entitled to priority where the total of the allowed claim does not exceed \$3,000.00. Any unsecured creditor whose claim exceeds \$3,000 may elect by voting in the plan to be treated

as a Class IIC creditor by electing to reduce their claim to \$3,000.00. The holders of Class IIC claims, shall be paid their Allowed Claims as follows:

Treatment:

The holders of Class IIC Allowed Claims will be paid a total of 100% of their claims, without interest within sixty (60) days after the Effective Date. Such payments shall be in full satisfaction of each Allowed Unsecured Claim. Stinar estimates that there are approximately \$10,000.00 in claims in Class IIC.

d) Class IID: General Unsecured Claims.

This class shall consist of Allowed Unsecured Claims not entitled to priority and not treated in any other class in the Plan, including the unsecured portion of any secured claim. Total of all unsecured claims, including claims in the convenience class but not including claims in Classes IIA and IIB that will be re-characterized as pre-petition contributions to capital, were scheduled at \$365,875. This figure also includes claims that Stinar tends to dispute prior to making any payment under the terms of this plan of reorganization.

Stinar will pay all Class IID claimants 100% of their allowed claims, without interest. Such payments shall be in full satisfaction of each allowed unsecured claim. Stinar will pay 50% of all allowed Class IID claims six months after the effective date. An additional payment, cashflow permitting, of the remaining 50%

will be made 12 months after the effective date. Stinar estimates that it will take 12 months to pay any creditors in Class IID in full. If Stinar cannot complete payment to all Class IID creditors in 12 months, semi-annual payments will continue until all claims are paid in full. If in the sole opinion of Management, it is possible to accelerate payments to the unsecured creditors in advance of this schedule, it shall do so. In no event shall Class IID Creditors receive any amount greater than 100% of their total allowed claims. Such payments shall be in full satisfaction of each Allowed Unsecured Claim.

3. Class III: Equity Interests.

One hundred percent (100%) of the common stock of Stinar is owed by its publicly traded parent company, Oakridge Holdings, Inc., that filed a now jointly administered Chapter 11 case on the same day as Stinar (Oakridge Holdings Bky File No. is 17-31669). On the Effective Date, all certificates of common stock and any other certificate, notes, options, option plans, bonds, indentures, pass through trust agreement, pass through trust certificate, equipment trust certificate guarantee, or other instruments or documents directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in Stinar, (except such certificates, notes, other instruments or documents evidencing indebtedness or obligations of Stinar that are reinstated pursuant to the Plan), shall be cancelled

solely as to Stinar, and Stinar and the reorganized debtor, as applicable, shall not have any continuing obligations thereunder, and (ii) the obligations of, claims against, and/or interests in Stinar pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the common stock and any other certificates, notes, options, option plans, bonds, indentures, or other instruments or documents evidencing or creating any indebtedness or obligation of Stinar, except such agreements or certificates, notes or other instruments evidencing indebtedness or obligations of Stinar that are specifically reinstated pursuant to the Plan, as the case may be, shall be released and discharged; the reorganized debtor shall not have any obligations to any servicer for holders of common stock or other instruments evidencing ownership in Stinar for any fees, costs, or expenses except as expressly provided in the Plan.

## **V. IMPAIRMENT OF CLASSES OF CLAIMS UNDER THE PLAN**

All classes are impaired under the terms of the plan.

## VI. GENERAL PROVISIONS

A. Payments under this Plan will be made by check, mailed postage prepaid, to the Claimant at the address listed on its proof of claim or, if no proof of claim has been filed, to the address listed on the schedule.

B. Except as to the Claims of Taxing Authorities (including the IRS and the Minnesota Department of Revenue), Stinar reserves the right to designate the application of any payment on a Claim under this Plan.

C. In the event a payment is returned to Stinar unclaimed, with no indication of Claimant's forwarding address, Stinar will hold such payment for a period of 60 days from the date of return. If not claimed by Claimant by the end of that period, the payment shall become the property of Stinar.

D. Proofs of Claims or Interests not timely filed will not participate in distributions under this Plan and will be discharged under Bankruptcy Code § 1141(d) unless scheduled by Stinar or otherwise ordered by the Court.

E. In the event this Plan is not confirmed under Bankruptcy Code § 1129(a), Stinar requests this Plan be confirmed under Bankruptcy Code § 1129(b).

F. The articles and bylaws of Stinar shall be amended as required by Bankruptcy Code § 1123(a)(6) and as may otherwise be required by this Plan.

G. Any creditor holding a deposit, including but not limited to utilities, shall return the full amount of the deposit, without the right to setoff, as soon as practicable following confirmation of this Plan.

H. As of the Confirmation Date, Christopher Thorpe will be elected by the Reorganized Debtor as the president of Stinar, James Richards will be elected as Vice-President of Operations and Craig Kruckeberg, Chris Carlisle, Christopher Thorpe and James Richards will be elected as members of the reorganized Debtor's Board of Directors.

I. Contingent unliquidated Claims, including any guarantees of Stinar, will be paid to the extent and manner agreed upon by Stinar and the affected parties as approved by the Court, or as liquidated by the Court after hearing, as a general unsecured Claim under Class IID.

J. Any funds or benefits received by Stinar by virtue of any adversary proceeding, claim, preference action, or any other legal right assertable by Stinar shall be used by Stinar for its operations or to fund the Plan.

If the Effective Date or any other date on which a transaction may occur under this Plan shall occur on a day that is not a Business Day, the transactions contemplated by this Plan shall occur on the next succeeding Business Day.

## VII. MEANS OF EXECUTION OF PLAN AND FEASIBILITY

The Debtor, after confirmation, will manage its affairs and all of its Assets, and will disburse funds, serving as required as disbursing agent. Attached to accompanying Disclosure Statement as Exhibit 1 is a Summary of Operations by Stinar during the course of the Chapter 11 showing increased performance and eventual profitability of operations. Those historical numbers, along with the plan of Stinar to hire additional sales staff within the next twelve months are the basis of the projections that are attached to the Plan (Exhibit B). If Stinar's plan is confirmed, based on the actual numbers and the projections developed by Stinar, the Debtor is confident of Stinar's ability to meet or exceed these projections and perform as set forth under the Stinar plan of reorganization and payments by Stinar of Plan obligations.

Stinar will be responsible for operating the business, paying expenses and making distributions to creditors as set forth in the Plan. Stinar will provide or pay out of operating funds for all of its administrative expenses and business debts in the ordinary course of business, according to the Plan. If necessary, Kruckeberg will infuse sums into Stinar as additional capital to pay the claims of unsecured creditors or the unpaid Administrative Claims on the Effective Date or such other dates as required in the Plan. Kruckeberg has the ability and willingness to provide



this additional funding for the success of Stinar and the implementation of the plan. Attached to the Plan and marked as Exhibit B are projections prepared by Stinar's management. If Stinar's Plan is confirmed, Stinar is confident of its ability to meet or exceed these projections and perform as set forth under the Plan.

The continued improvement of the operations of Stinar based upon the DIP funding and the assistance of Kruckeberg in providing professional management of Stinar all enhance the feasibility of the Plan and its likelihood of success.

## **VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND ADMINISTRATIVE CLAIMS**

Stinar has no Executory Contracts or leases. To the extent that any such contracts exist, they are deemed rejected through the confirmation of the Plan. All allowed administrative claims shall be paid on the Effective Date or upon allowance or as otherwise agreed between the holder of the claim and the Debtor.

## **IX. ALTERNATIVES TO THE PLAN OF REORGANIZATION**

Based upon the terms of the Plan and the financial situation of Stinar, Stinar believes it can offer more to unsecured claimants than under a liquidation scenario in which Stinar's assets will be first turned over first to the secured creditors, and

second to other priority claimants and then paid out to the unsecured creditors. Based on the estimated liquidation value shown in Exhibit 2 to the accompanying disclosure statement, if liquidation were to occur, there would be no pay out to unsecured creditors or to Oakridge, Stinar's equity security holder.

## **X. MODIFICATION OF THE PLAN**

Stinar hereby reserves the right to amend or modify the Plan in the manner provided for under 11 U.S.C. § 1127 or § 1129(a) or (b), at any time prior to confirmation, or if allowed by the Court, at or after confirmation. Stinar reserves the right to amend the Plan or remedy any defect or omission, or reconcile any inconsistencies of the Plan, or the order of confirmation, in such manner as may be necessary to carry out the purpose and effect of the Plan, or insure confirmation.

## **XI. CONTINUING JURISDICTION OF THE BANKRUPTCY COURT**

The Bankruptcy Court shall retain jurisdiction over Stinar's property, after confirmation of the Plan, for the purpose of enforcing the provisions of the Plan, including without limitation, the determination of the amount of Allowed Claims, the hearing of objections, if any, to Claims, for estimating any contingent or unliquidated Claims, for conducting adversary proceedings, including but not

limited to any preference actions, actions to subordinate Claims under § 510, to conduct any actions which may be properly removed to the Bankruptcy Court, and for other proper purposes related to this Plan.

## **XII. CONTESTED CLAIMS**

Stinar, or any party in interest, has the right to object to Claims or Interests filed within the bankruptcy proceeding within 30 days of the Effective Date, or such other time as the Court may direct. The figures, valuations, or numbers given for Claims in the Disclosure Statement and this Plan are approximations. Stinar will examine all Claims and file any objections to such Claims as are appropriate. Any such Claims for which an objection has been filed or with respect to which a determination of value must be made, shall be paid when, and to the extent allowed or determined by the Court, or as otherwise agreed to by Stinar and such claimant, and approved by the Court.

## **XIII. RESERVATION OF ALL RIGHTS, CLAIMS, ACTIONS**

Stinar reserves all rights, at law or in equity, not otherwise specifically modified by this Plan, to commence adversary proceedings, or take any other legal action allowed by the Bankruptcy Code, or other applicable law.

#### **XIV. DISCHARGE, RELEASE AND EFFECT OF CONFIRMATION**

The confirmation of the plan shall vest all property of Stinar in the reorganized company per 11 U.S.C. § 1141(b).

The confirmation of the Plan will provide the reorganized debtor with all of its property free and clear of all claims and interests of creditors, equity security holders, and of general partners (if any) in the debtor except as provided for in the plan per 11 U.S.C. § 1141(c).

Further, as limited by the applicable provisions of the Bankruptcy Code, the confirmation of the Plan will discharge the debtor from any debt that arose before the date of such confirmation, and any debt of a kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code whether or not a proof of the claim based on such debt is filed or deemed filed under section 501 of this title; such claim is allowed under section 502 of this title; or the holder of such claim has accepted the plan per 11 U.S.C. § 1141(d)(1)(a).

Finally, confirmation terminates all rights and interests of equity security holders and general partners provided for by the plan per 11 U.S.C. § 1141(d)(1)(b).

The discharge granted by 11 U.S.C. § 1141(d) is modified as to the tax debt provided for in this Plan, and the discharge of any tax debt under this Plan shall not be effective until all taxes provided for under this Plan have been paid in full.

## XV. MISCELLANEOUS PROVISIONS

The rules of construction used in Section 102 of the Bankruptcy Code shall apply to the construction of this Plan.

Except to the extent that the Bankruptcy Code or other Federal law is applicable, the rights, duties and obligations arising under this Plan shall be governed by, construed and enforced in accordance with, the internal laws of the State of Minnesota.

The rights, duties and obligations of any person or entity named or referred to in this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of such person or entity.

If any creditor has a question concerning the status of payments to any creditor during the life of the plan they should contact Kenneth Edstrom, attorney for Stinar, (612) 756-7108, [kene@sapientialaw.com](mailto:kene@sapientialaw.com) or Abigail McGibbon, attorney for Kruckeberg, (612) 632-3009, [abigail.mcgibbon@gpmlaw.com](mailto:abigail.mcgibbon@gpmlaw.com).

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Date: June 5, 2018

STINAR HG, INC.



By: Robert Gregor,  
Its: Vice-President

Approved as to form:

Dated: June 5, 2018

/e/ Kenneth Corey Edstrom  
Kenneth Corey Edstrom (#148696)  
kene@sapientialaw.com  
SAPIENTIA LAW GROUP  
120 South 6<sup>th</sup> Street, Suite 100  
Minneapolis, MN 55402  
612-756-7100

Attorneys for the Debtor

Exhibit A – List of Leases and other Executory Contracts

None

## Exhibit B – Financial Projections

See Attached anticipated Revenues and Expenses



Description	February	March	April	May	June	July	August	September	October	November	December	January	2018 Total	2019	2020	2021	2022	2023
<b>REVENUES</b>																		
Sales -- Equipment-ST-100 (FIRM)	\$ 463,483.00	\$ 577,042.00	\$ 586,532.00	\$ 584,288.00	\$ 474,650.00	\$ 156,000.00							\$ 2,841,995.00					
Sales -- Equipment-ST-100 (FORECAST)						\$ 375,000.00	\$ 550,000.00	\$ 575,000.00	\$ 575,000.00	\$ 575,000.00	\$ 550,000.00	\$ 550,000.00	\$ 3,750,000.00	\$ 7,053,434.65	\$ 7,688,243.77	\$ 8,380,185.71	\$ 9,134,402.42	\$ 10,047,842.66
Other Revenue-ST-100													\$ -					
Sales - Parts-ST-100	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 540,000.00	\$ 550,800.00	\$ 561,816.00	\$ 573,052.32	\$ 584,513.37	\$ 596,203.63
Returns-ST-100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discounts-ST-100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax-ST-100	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (396.00)	\$ (400.00)	\$ (400.00)	\$ (400.00)	\$ (400.00)	\$ (400.00)
<b>Total Sales/Revenue</b>	<b>\$ 508,450.00</b>	<b>\$ 622,009.00</b>	<b>\$ 631,499.00</b>	<b>\$ 629,255.00</b>	<b>\$ 519,617.00</b>	<b>\$ 575,967.00</b>	<b>\$ 594,967.00</b>	<b>\$ 619,967.00</b>	<b>\$ 619,967.00</b>	<b>\$ 619,967.00</b>	<b>\$ 594,967.00</b>	<b>\$ 594,967.00</b>	<b>\$ 7,131,599.00</b>	<b>\$ 7,603,834.65</b>	<b>\$ 8,249,659.77</b>	<b>\$ 8,952,838.03</b>	<b>\$ 9,718,515.79</b>	<b>\$ 10,643,646.30</b>
<b>COST OF SALES</b>																		
Total Cost of Sales	\$ 434,463.73	\$ 526,326.31	\$ 528,759.56	\$ 515,805.86	\$ 393,777.11	\$ 440,048.47	\$ 444,623.47	\$ 458,748.47	\$ 458,748.47	\$ 465,748.47	\$ 458,123.47	\$ 451,124.47	\$ 5,576,297.88	\$ 6,339,418.75	\$ 6,785,234.35	\$ 7,210,099.87	\$ 7,762,255.74	\$ 8,274,152.88
<b>Gross Profit</b>	<b>73,986.27</b>	<b>95,682.69</b>	<b>102,739.44</b>	<b>113,449.14</b>	<b>125,839.89</b>	<b>135,918.53</b>	<b>150,343.53</b>	<b>161,218.53</b>	<b>161,218.53</b>	<b>154,218.53</b>	<b>136,843.53</b>	<b>143,842.53</b>	<b>1,555,301.12</b>	<b>\$ 1,264,415.90</b>	<b>\$ 1,464,425.42</b>	<b>\$ 1,742,738.16</b>	<b>\$ 1,956,260.04</b>	<b>\$ 2,369,493.42</b>
<b>OPERATING EXPENSES</b>																		
Total Operating Expenses	\$ 32,462.00	\$ 32,462.00	\$ 32,462.00	\$ 33,462.00	\$ 33,462.00	\$ 33,462.00	\$ 33,462.00	\$ 82,462.00	\$ 34,462.00	\$ 34,462.00	\$ 34,462.00	\$ 34,462.00	\$ 451,544.00	\$ 638,453.92	\$ 642,649.57	\$ 660,904.73	\$ 679,735.24	\$ 699,159.50
<b>Total Operating Income (Loss)</b>	<b>41,524.27</b>	<b>63,220.69</b>	<b>70,277.44</b>	<b>79,987.14</b>	<b>92,377.89</b>	<b>102,456.53</b>	<b>116,881.53</b>	<b>78,756.53</b>	<b>126,756.53</b>	<b>119,756.53</b>	<b>102,381.53</b>	<b>109,380.53</b>	<b>1,103,757.12</b>	<b>\$ 625,961.98</b>	<b>\$ 821,775.85</b>	<b>\$ 1,081,833.43</b>	<b>\$ 1,276,524.80</b>	<b>\$ 1,670,333.92</b>
<b>OTHER INCOME (EXPENSE)</b>																		
Interest Income																		
Interest Expense-ST-100	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (128,400.00)	\$ (128,400.00)	\$ (128,400.00)	\$ (128,400.00)	\$ (128,400.00)	\$ (128,400.00)
<b>Total Other Income (Expense)</b>	<b>(10,700.00)</b>	<b>(10,700.00)</b>	<b>(10,700.00)</b>	<b>(10,700.00)</b>														
<b>Net Income (Loss) Before Taxes</b>	<b>30,824.27</b>	<b>52,520.69</b>	<b>59,577.44</b>	<b>69,287.14</b>	<b>92,377.89</b>	<b>102,456.53</b>	<b>116,881.53</b>	<b>78,756.53</b>	<b>126,756.53</b>	<b>119,756.53</b>	<b>102,381.53</b>	<b>109,380.53</b>	<b>1,103,757.12</b>	<b>\$ 625,961.98</b>	<b>\$ 821,775.85</b>	<b>\$ 1,081,833.43</b>	<b>\$ 1,276,524.80</b>	<b>\$ 1,670,333.92</b>
<b>PROVISION FOR INC. TAXES</b>																		
Income Tax Provision (Benefit)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Tax Provisions</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Income (Loss)</b>	<b>\$ 30,824.27</b>	<b>\$ 52,520.69</b>	<b>\$ 59,577.44</b>	<b>\$ 69,287.14</b>	<b>\$ 92,377.89</b>	<b>\$ 102,456.53</b>	<b>\$ 116,881.53</b>	<b>\$ 78,756.53</b>	<b>\$ 126,756.53</b>	<b>\$ 119,756.53</b>	<b>\$ 102,381.53</b>	<b>\$ 109,380.53</b>	<b>\$ 1,103,757.12</b>	<b>\$ 625,961.98</b>	<b>\$ 821,775.85</b>	<b>\$ 1,081,833.43</b>	<b>\$ 1,276,524.80</b>	<b>\$ 1,670,333.92</b>
Priority Claims (Oakridge)-Assumes Dep't of Revenue Claim of \$227,434.57 will be allowed in Full)						(\$5,236.03)	(\$5,236.03)	(\$5,236.03)	(\$5,236.03)	(\$5,236.03)	(\$5,236.03)	(\$5,236.03)	(\$36,652.20)	\$ (62,832.34)	\$ (62,832.34)	\$ (62,832.34)	\$ (62,832.34)	\$ (62,832.34)
Signature Bank Loan 5802						(\$6,672.00)	(\$6,672.00)	(\$6,672.00)	(\$6,672.00)	(\$6,672.00)	(\$6,672.00)	(\$6,672.00)	(\$46,704.00)	\$ (80,064.00)				
Signature Bank Loan 5803						(\$20,503.00)	(\$20,503.00)	(\$20,503.00)	(\$20,503.00)	(\$20,503.00)	(\$20,503.00)	(\$20,503.00)	(\$143,521.00)	\$ (143,521.00)				
SBA Loan						(\$5,107.00)	(\$5,107.00)	(\$5,107.00)	(\$5,107.00)	(\$5,107.00)	(\$5,107.00)	(\$5,107.00)	(\$35,749.00)	\$ (61,284.00)				
Unsecured Claims (Stinar) \$365,875													\$ (182,937.50)	\$ (182,937.50)				
Unsecured Claims (Oakridge) \$50,000													\$ (50,000.00)					
Ford Motor Credit													\$ (24,704.00)					
Final Payment of Professional Fees						\$ (25,000.00)							\$ (25,000.00)					
Payment to Convenience Class						\$ (10,000.00)							\$ (25,000.00)					
Claim of Robert Harvey																		
<b>Running Total Net Income (Loss) Less Plan Payments</b>	<b>\$ 30,824.27</b>	<b>\$ 83,344.96</b>	<b>\$ 142,922.41</b>	<b>\$ 212,209.55</b>	<b>\$ 507,743.21</b>	<b>\$ 648,463.24</b>	<b>\$ 803,329.26</b>	<b>\$ 931,649.29</b>	<b>\$ 1,155,969.31</b>	<b>\$ 1,366,289.34</b>	<b>\$ 1,333,921.86</b>	<b>\$ 1,523,489.89</b>	<b>\$ 3,344,636.43</b>	<b>\$ 4,175,821.54</b>	<b>\$ 5,876,440.90</b>	<b>\$ 8,097,175.42</b>	<b>\$ 10,707,292.68</b>	<b>\$ 14,105,028.16</b>

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MINNESOTA**

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In re: Jointly Administered Ch. 11  
Cases under Case No. 17-31670  
(KHS)

Stinar HG, Inc., Case No. 17-31670

Oakridge Holdings, Inc. Case No. 17-31669

Debtors

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**FIRST AMENDED DISCLOSURE STATEMENT OF  
STINAR HG, INC.**

**June 5, 2018**

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## I. INTRODUCTION

### A. Background.

Stinar HG, Inc. (hereafter referred to as "Debtor" or "Stinar"), filed a petition for reorganization ("Petition") under Chapter 11 of the U.S. Bankruptcy Code (the "Code") on May 22, 2017 (the "Petition Date"). The Debtor filed bankruptcy along with its parent company, Oakridge Holdings, Inc. ("Oakridge") which has filed bankruptcy in this District under case number 17-31669 (the Debtor and Oakridge are sometimes referred to herein as the "Debtor Entities"). The Debtor has operated its business as Debtor in possession under Section 1107 of the Code. The Debtor is now seeking confirmation of its plan of reorganization (the "Plan") from the Court. A copy of the Plan accompanies this disclosure statement. Debtor provides this disclosure statement pursuant to Section 1125 of the Code to all of its known holders of claims and interests in order to provide adequate information about the Debtor and the Plan so that they can make an informed judgment about the Plan's merits and the decision to vote for acceptance or rejection of the Plan.

Debtor requests that its creditors vote to accept the Plan. As of the Petition Date, Stinar owns a piece of real property consisting of 7.1 acres in Eagan Minnesota upon which it operates its business (its sole location). With needed

improvements and outstanding environmental issues, the real estate has a liquidation value of \$1,836,750. Stinar had other current assets, valued at generally accepted accounting principles, worth \$1,188,166.19. However, Net Liquidation Value of all assets of the Debtor as of the date of filing is approximately \$2,226,791.00 as shown on Exhibit 2.

Pre-petition the following parties held secured debt against the Debtor as listed below:

1. Signature Bank has two loans totaling a current balance of approximately \$1,132,482.00.
2. The Small Business Administration (“SBA”) has a separate SBA 504 Loan with a current balance of \$632,585.
3. There is an additional loan from Ford Credit on a truck chassis in the amount of approximately \$24,704.00.

The Plan promises to pay the secured claims of Signature Bank and the SBA per the loan documents already entered into, With all payments (12 to date) missed during the course of the Chapter 11 to be added to the amount due at time of the final balloon payment in January of 2023 (see below for more detailed treatment of secured claims of the SBA and Signature Bank.

The Ford Credit debt will be paid off within 60 days after the Effective Date. The Plan also promises to pay any tax claims in full within the 5 years as required

by federal law (although the Debtor believes that there are no such tax claims). Unsecured creditors will receive more under the Plan than under a forced liquidation of the Debtor as described below.

THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT IS SUPPLIED BY DEBTOR AND NOT BY ANY OTHER PARTY. DEBTOR AUTHORIZES NO REPRESENTATIONS, PARTICULARLY AS TO ITS FUTURE BUSINESS OPERATIONS OR THE VALUE OF ITS PROPERTY, OTHER THAN THOSE SET FORTH IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE ACCEPTANCE, WHICH ARE OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT, SHOULD NOT BE RELIED UPON IN ARRIVING AT A DECISION TO VOTE FOR OR AGAINST THE PLAN.

THE INFORMATION CONTAINED HEREIN HAS NOT BEEN SUBJECT TO A CERTIFIED AUDIT. FORMAL APPRAISALS HAVE NOT BEEN OBTAINED. ALL STATEMENTS CONCERNING FINANCIAL DATA ARE MADE IN GOOD FAITH AND ARE INTENDED TO BE AS COMPLETE AND AS ACCURATE AS POSSIBLE WITHIN THESE LIMITATIONS. THERE IS NO ASSURANCE THAT THE FIGURES SHOWN IN THE PROJECTIONS WILL BE ACHIEVED. DEBTOR IS UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS WITHOUT ANY INACCURACY, ALTHOUGH GREAT EFFORT HAS BEEN MADE TO BE ACCURATE. NEITHER DEBTOR NOR ITS ATTORNEYS, SAPIENTIA LAW GROUP HAVE ANY ACTUAL KNOWLEDGE OF ANY INACCURACIES.

#### B. Confirmation Hearing and Voting Procedures.

The bankruptcy court with jurisdiction over this case has, in the order accompanying this disclosure statement, approved this Disclosure Statement as providing sufficient information for creditors to vote on the plan and set a time and

place for a hearing on the confirmation of the Plan. Creditors and interest holders may vote for or against the Plan by completing, dating, and signing the ballot accompanying this disclosure statement and by mailing or otherwise delivering the ballot to the Clerk of Bankruptcy Court. YOUR BALLOT MUST BE DATED, EXECUTED AND RECEIVED BY THE CLERK OF BANKRUPTCY COURT BY THE TIME PROVIDED FOR IN THE COURT'S ORDER FOR YOUR VOTE TO BE COUNTED.

#### C. Tax Consequences.

The following discussion summarizes certain federal income tax consequences of the Plan to the Debtor, and to holders of general unsecured claims and interests. This summary does not address the federal income tax consequences to holders of allowed administrative expense claims, priority claims, or secured claims. This summary does not address foreign, state or local income tax consequences, or any estate or gift tax consequences of the Plan, nor does it address the federal income tax consequences of the Plan to special classes of taxpayers. Accordingly, this summary should not be relied upon for purposes of determining the specific tax consequences of the Plan with respect to a particular holder of a claim or interest.

THE TAX CONSEQUENCES TO HOLDERS OF CLAIMS OR INTEREST MAY VARY BASED UPON THE INDIVIDUAL CIRCUMSTANCES OF EACH SUCH HOLDER. THIS SUMMARY DOES NOT CONSTITUTE TAX ADVICE OR A TAX OPINION CONCERNING THE MATTERS DESCRIBED. THERE CAN BE NO ASSURANCE THAT THE INTERNAL REVENUE SERVICE WILL NOT CHALLENGE ANY OR ALL OF THE TAX CONSEQUENCES DESCRIBED HEREIN, OR THAT SUCH A CHALLENGE, IF ASSERTED, WOULD NOT BE SUSTAINED. ACCORDINGLY, EACH HOLDER OF A CLAIM OR INTEREST IS STRONGLY URGED TO CONSULT WITH HIS, HER OR ITS OWN TAX ADVISOR REGARDING THE FEDERAL, STATE, LOCAL, FOREIGN OR OTHER TAX CONSEQUENCES OF THE PLAN

#### FEDERAL INCOME TAX CONSEQUENCES TO THE DEBTOR.

The Debtor anticipates that confirmation of the Plan will have no federal income tax consequences for the Debtor or Post-Confirmation Estate. During the Chapter 11 case, the Debtor has paid its post-petition tax obligations in the ordinary course of its business pursuant to the tax laws.

#### FEDERAL INCOME TAX CONSEQUENCES TO HOLDERS OF GENERAL UNSECURED CLAIMS.

The tax consequences to holders of general unsecured claims will differ and will depend on factors specific to such holder, including but not limited to: (i) whether the claim, or a portion thereof, constitutes a claim for interest or principle, (ii) the origin of the claim, (iii) the type of consideration received in exchange for the claim, (iv) whether the holder is a United States person or a foreign person for tax purposes, (v) whether the holder reports income on the accrual or cash basis



method, and (vi) whether the holder has taken a bad debt deduction or otherwise recognized a loss with respect to the claim.

THERE ARE MANY FACTORS THAT WILL DETERMINE THE TAX CONSEQUENCE TO EACH HOLDER OF A GENERAL UNSECURED CLAIM. FURTHERMORE, THE TAX CONSEQUENCES OF THE PLAN ARE COMPLEX, AND IN SOME CASES, UNCERTAIN. THEREFORE, IT IS IMPORTANT THAT EACH HOLDER OF A GENERAL UNSECURED CLAIM OBTAIN HIS, HER OR ITS OWN PROFESSIONAL TAX ADVICE REGARDING THE TAX CONSEQUENCES TO SUCH HOLDER OF A GENERAL UNSECURED CLAIM AS A RESULT OF THE PLAN.

## WITHHOLDING AND REPORTING

Payments of interest, dividends, and certain other payments are generally subject to backup withholding at the rate of 28% unless the payee furnishes his, her or its correct taxpayer identification number to the payor. The Debtor may be required to withhold the applicable percentage of any payments made to a holder who does not provide its taxpayer identification number. Backup withholding is not an additional tax, but an advance payment that may be refunded to the extent it results in an overpayment of tax.

THE FOREGOING IS INTENDED TO BE ONLY A SUMMARY OF CERTAIN FEDERAL INCOME TAX CIRCUMSTANCES OF THE PLAN, AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE FEDERAL, STATE AND LOCAL INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN ARE COMPLEX AND, IN SOME CASES, UNCERTAIN. SUCH CONSEQUENCES MAY ALSO VARY BASED ON THE INDIVIDUAL CIRCUMSTANCES OF EACH HOLDER OF A CLAIM OR INTEREST. ACCORDINGLY, EACH HOLDER OF A CLAIM OR INTEREST IS STRONGLY URGED TO CONSULT WITH HIS, HER OR ITS OWN TAX ADVISOR REGARDING THE FEDERAL, STATE, AND LOCAL INCOME AND OTHER TAX CONSEQUENCES UNDER THE PLAN.

## **II. OWNERSHIP AND BUSINESS HISTORY OF THE DEBTOR**

The late Frank Stinar founded Stinar HG, Inc., d/b/a Stinar Corporation (“Stinar”) in 1946. Stinar is a Minnesota based company with a long-standing reputation for reliable, high quality, custom, and cost-effective ground support equipment for the airline industry. Stinar has operated throughout the world via a combination of direct sales representation and Stinar’s authorized agents. Stinar’s corporate headquarters and its 40,000 square foot manufacturing facility are in Eagan, Minnesota. Stinar’s sales for the past several years have been in the \$5,000,000 range. Stinar has operated at a loss for several years.

On June 29, 1998, Oakridge, a publicly held Minnesota-based company, became the new owner of Stinar. Currently Stinar is the only asset of Oakridge. Oakridge has approximately 1,100 shareholders holding approximately 1,400,000 shares. The two largest shareholders of Oakridge Holdings are Robert Harvey who holds approximately 21% of the outstanding shares and Robert Gregor who holds approximately 10% of the outstanding shares. The stock of Oakridge is not listed on any exchange and the stock has few trades in the marketplace. The best information that Stinar has is that Oakridge’s stock recently traded at about two cents per share.

Stinar’s only business is the manufacturing of ground support equipment for the aviation industry. Stinar’s products are used to load, service, and maintain all

types of aircraft for both government and commercial applications. Some of the equipment Stinar manufactures are:

- Lavatory Service Carts and Trucks
- Potable Water Carts and Trucks
- Passenger Stairways, truck mounted and towable
- Maintenance High Lifts
- Disabled Passenger Transporters
- Flight Line Tow Trucks
- Refrigerated Catering Carts
- High Lift Catering Trucks
- Waste Drain Carts

Stinar builds products to meet specific customer needs. Many of Stinar's competitors, who offer only standard products to the marketplace, force their customers to modify operations to fit the products that are available. Stinar's goal is just the opposite. If a customer has a unique requirement, Stinar strives to provide them with a cost-effective solution. Stinar strives to make products that are reliable, designed for efficiency, simple and safe to operate, and are versatile for multi-use applications.

### **III. EVENTS LEADING TO REORGANIZATION**

When Stinar was acquired by Oakridge in 1998, international business comprised a third of its business. In 2010, it dropped to 14%. In 2016 it

represented 1% of their business. The drop is attributed to a variety of issues.

Stinar has not been able to replace this international business with U.S. customers or sales.

In addition, the recently imposed sequestration on purchases by the United States government has had a major impact on Stinar's government business. The percentage of government business for the past 8 years is as follows:

2010, 65%
2011, 73%
2012, 66%
2013, 70%
2014, 42%
2015, 18%
2016, 7%
2017, 8%

Oakridge, the parent company of Stinar, employed three different Auditors in the past two years. This grossly delayed the SEC Filings and hence Oakridge became delinquent on those filings. This caused a default in Stinar's agreement with its primary lender, Signature Bank. Signature Bank was unwilling to re-negotiate the terms of the three loans it has with Stinar and the bank increased Stinar's interest rate on all its loans to 10% per year which has had a considerable impact on Stinar's ability to use its cash to purchase inventory and parts to meet its sales orders.

In August of 2016, Stinar entered into two agreements with Kruckeberg Industries, LLC ("Kruckeberg"), a Blooming Prairie, Minnesota based injection

molding and industrial manufacturer. The agreements were a long-term management agreement and an agreement to sell all of Stinar's assets to Kruckeberg. Based on the status of Stinar's parent corporation as a publicly traded company, Oakridge received advice that they would need to have a shareholder vote to dispose of the assets of Stinar. Stinar believed and still believes that it would be impossible to obtain the vote of a majority of its shareholders for the sale of the assets of Stinar as the shares of Oakridge were originally issued in 1961 and there is little trading in Stinar. Oakridge believes many of the shareholders on Stinar's shareholder list are either deceased, aged or cannot be found. The two companies therefore chose to enter into a Chapter 11 Reorganization filing to provide an exit strategy for the investors through either a reorganization or a sale of Stinar's assets, provide cash flow support for Stinar's operations, restructure Stinar's secured debt and eliminate the significant expenses inherent in being a publicly traded company, expenses that Stinar, as the only operating entity of Oakridge, is forced to pay.

#### **IV. LITIGATION**

##### **A. Reservation of All Rights, Claims and Actions.**

Debtor is currently not engaged in any litigation. Debtor is in the process of investigating its rights to recovery, if any, under the Bankruptcy Code, including

preference actions and the like. Debtor reserves the right to commence adversary proceedings, object to claims, or take any other legal action allowed by the Bankruptcy Code, or other applicable law, and use all funds recovered from such proceedings to fund the Plan, and for operations.

## **V. STEPS TAKEN BY DEBTOR TO IMPROVE OPERATIONS**

### **A. Overview.**

Debtor intends to continue to operate the business, and increase its profitability. Stinar will hire additional sales staff within the next 12 months to increase its sales to the levels presented in the forecast attached to the Plan (Exhibit B). Debtor has taken steps to reduce overhead and expenditures while maintaining a sufficient level of equipment and expertise to continue its operations.

### **B. Summary of the Plan.**

Debtor, cognizant of the consequences to its creditors in the event a plan of reorganization is not confirmed, developed its plan to provide realistic and acceptable recoveries for each class of claims.

The following description of the Plan is qualified by the terms of the Plan itself. Creditors should read both the Disclosure Statement and the Plan carefully and seek competent advice for any questions they may have.

1) Definition of Unclassified Claims:

Unclassified claims include:

- a) All fees payable, including quarterly fees payable to the United States Trustee and any court fees, as required under 28 U.S.C. § 1930(a)(6). As of the date hereof, Debtor is current with such fees.
- b) Post-petition Claims, incurred in the ordinary course of Debtor's business other than those listed in paragraph c and d below. Debtor is current with all such expenses as of the date hereof.
- c) Allowed Priority Expense Claims, except as otherwise classified herein, including:
- d) Allowed administrative expense fees and expenses of counsel for the Debtor and accountants for the Debtor pursuant to 11 U.S.C. § 503(b) as well as any other professionals hired by the Debtor and whose retention and fees have been or will be approved by the Court.
- e) Administrative Claims of taxing authorities for post-petition taxes under 11 U.S.C. § 507(a)(2) and 503(b). Debtor is current on post-petition taxes.
- f) Claims of taxing authorities for pre-petition taxes entitled to priority by reason of 11 U.S.C. § 507(a)(8).

2) Treatment of Administrative Priority Claims:

The foregoing Allowed Administrative (507(a)(2)) Claims will be satisfied by payment in full on the Effective Date, to the extent not otherwise paid in the ordinary course of business as the same become due or as agreed upon by a particular Claimant. Debtor estimates that attorney's fees and costs for the two jointly administered Debtors will total approximately \$200,000 to \$250,000, all of which will be paid for by the Debtor. Debtor will continue to pay all fees payable,

including quarterly trustee fees, and any other court fees, that come due until the Chapter 11 case is closed, converted or dismissed, as required by 28 U.S.C. § 1930, but subject to any amendments to the Bankruptcy Code made retroactively applicable to this case. After confirmation, the Debtor agrees to submit quarterly operating reports to the United States Trustee, in the format prescribed by the trustee until the case is closed, dismissed or converted.

### 3) Treatment of Non-Administrative Priority Claims:

All Allowed Claims under § 507(a)(8) will, unless otherwise agreed, be paid in full, in regular monthly installments, over a period of no more than 60 months from the date of the filing of Debtor's Bankruptcy Petition with interest as required by applicable state or federal law. Debtor believes that the Internal Revenue Service has \$0.00 in priority tax claims under § 507(a)(8). The Internal Revenue Service has filed an amended proof of claim in the Oakridge Chapter 11 in the amount of \$0.00. The Minnesota Department of Revenue ("MNDOR") has filed a claim in the Oakridge Chapter 11 for \$227,434.57 for unpaid taxes for the 2013 tax year for income on the sale of certain assets. Oakridge is disputing the Claim of the MNDOR and has filed an amended State tax return for 2014 showing minimal amounts owed to the state of Minnesota. The Debtor is in the process of determining whether an amended tax return needs to be filed with the State of



Illinois for 2014. The Debtor believes that there may be a net operating loss available that will offset any additional tax owed to the state of Illinois for 2014. If there is no offset available or if the offset does not cover the entire re-calculated amount owing to the state of Illinois for 2014, the Debtor will file an amended return for the State of Illinois. Debtor believes that the maximum amount owing to the State of Illinois for 2014 would be approximately \$50,000, net of interest and penalties.

Stinar will fund all payments necessary to pay any priority claim allowed by the Bankruptcy Court. If the MNDOR claim is allowed in full and payments to MNDOR started in July of 2018, those payments would be \$5,236.03 per month. Payment of any allowed priority tax claim is necessary in order to allow Oakridge to be liquidated under the terms of its Chapter 11 plan. This will in turn eliminate the on-going costs of Oakridge as a publicly traded company. After Oakridge's liquidation, Stinar will obtain significant cost savings for professional fees related to annual filings and annual audited financials and these savings will result in a net benefit to the reorganized Debtor, even if it has to pay the amount of any priority tax claim in full.

#### C. Classified Claims and Interests.

All Classified Claims against Debtor are set forth below, along with the treatment to be afforded each Class.

1) Class I. Secured Claims

The amount of the secured claims of the Debtor are determined by the value of the various assets held by the Debtor. As of the Petition Date, Stinar held a piece of real property consisting of 7.1 acres in Eagan Minnesota upon which it operates its business (its sole location). With needed roof and building improvements and outstanding environmental issues, the real estate has a liquidation value of \$1,836,750. Stinar had other current assets, valued at generally accepted accounting principles, worth \$1,188,166.19. Liquidation Value of all assets of the Debtor as of the date of filing is approximately \$2,226,791 as shown on Exhibit 2. A liquidation analysis is attached as Exhibit 2 to the Disclosure Statement.

Pre-petition the following parties held secured debt against the Debtor as listed below:

(a) Class 1A: Claims of Signature Bank

Signature Bank that has two loans totaling a current balance of approximately \$1,132,482.00. More specifically, the loans and security for the Signature Bank loans are:

Loan No. 5802:

Balance: \$831,715

Description: Payable in monthly installments of \$ 6,672 including interest at 6.0 %, with a balloon payment in January 2023. Effective June 2015, the interest rate was raised to 10 % due to payment default in accordance with the terms of the note.

Security: The note is secured by the first mortgage on property owned by the Debtor, a blanket lien in all of Stinar's assets and a continuing commercial guarantee from both Oakridge Development and Robert Harvey and by the assignment of a life insurance policy on Robert Harvey.

Loan No. 5803:

Balance: \$300,767.00

Description: Bank portion of SBA 504 loan guaranteed note payable in monthly installments of \$20,503 including interest at the prime rate (as published by the Wall Street Journal) plus 1 %, adjusted every calendar quarter (4.25 % at June 30, 2016), maturing in May 2018.

Security: Mortgage on the land and buildings at 3255 Sibley Memorial Highway, Eagan, Minnesota consisting of an office, shop and out lots totaling approximately 7.1 acres, blanket lien on assets of Stinar (with equipment lien subordinate to SBA) and the unconditional guarantee of the chief executive officer/key stockholder.

Treatment:

Stinar will pay the principal balance on the Signature Bank loans existing at the Petition Date less any payments made from the Petition Date to the Effective Date as secured claims at the rate set forth in the loan documents beginning thirty days after the Effective Date. Stinar has paid adequate protection payments to Signature Bank during the course of the Chapter 11 but has missed all thirteen payments due on loan 5802 during that time (approximately \$36,500). The amount of principal not paid during the course of the case will be added to the balloon amount of the loan which shall continue to be January 2023. All monthly payments shall remain the same and conditions of any underlying loan documents shall remain in full force and effect including the ability of the bank to charge the debtor fees, costs and charges accruing post-petition (the “Charges”). Debtor acknowledges that the Charges are also appropriate under 11 USC § 506(b).

So long as the payments by the Debtor under the terms of the Plan are current, all personal guarantees signed by any guarantor on any of the Loans will also be deemed current and not in default.

Alternatively, the Debtor may seek re-financing of the Class IA debt at terms at least as favorable as the current debt structure.

(b) Class I B: Claims of the Small Business Administration

The Small Business Administration (“SBA”) has a separate SBA 504 Loan with a current balance of \$632,585. This loan has a twenty-year term and is payable in monthly installments of \$ 5,107 including interest and SBA fees for an interest rate of 5.2%. The SBA portion of the 504 loan matures in March 2033. The note is secured by a second mortgage on the land and buildings at 3255 Sibley Memorial Highway, Eagan, Minnesota consisting of an office, shop and out lots totaling approximately 7.1 acres and an unconditional guarantee from both Oakridge and Robert Harvey as well as a second position lien on the Debtor’s equipment.

Treatment:

The Debtor will pay the principal balance on the Small Business Administration Loan existing at the Petition Date less any payments made from the Petition Date to the Effective Date as secured claims at the rate set forth in the loan documents beginning thirty days after the Effective Date. The Debtor has missed all thirteen payments during the course of the bankruptcy. The Debtor will extend the Loans by the number of months that the payments were missed. Monthly payments shall remain the same. All conditions of any underlying loan documents shall remain in full force and effect.

The secured claimants shall retain a lien and security interest in the collateral, as described forth above, until the principal balances and all accruing interest are paid in full.

So long as the payments by the Debtor under the terms of the Plan are current, all personal guarantees signed by any guarantor on any of the Loans will also be deemed current and not in default.

Alternatively, the Debtor may seek re-financing of the Class IB debt at terms at least as favorable as the current debt structure.

(c) Class IC: Claims of Kruckeberg Industries LLC

Kruckeberg Industries LLC (“Kruckeberg”) provided a secured loan in the approximate amount of \$72,000 to the Debtor for the purchase of parts pre-petition. In addition, pursuant to the now-terminated management agreement between Stinar and Kruckeberg, Stinar owes Kruckeberg an additional \$71,820 for pre-petition debt for unpaid management fees. Finally, Kruckeberg also provided Debtor in Possession financing (“DIP loan”) for the Debtor that was approved under a stipulation entered between the Debtor and Kruckeberg on May 26, 2017 [Docket 23]. The order approving the stipulation is Docket 26. The terms of the DIP loan were extended via a Stipulation approved by the Court on October 25, 2017 [Docket 63]. The Debtor is in compliance with the terms of the extended

DIP Financing agreement except that the DIP Loan is now due. Total owing to Kruckeberg by the Debtor for the DIP loan is \$318,246.00 and the overall total is currently \$462,066.00. Debtor has made no payments to Kruckeberg during the course of the Chapter 11. Kruckeberg has a superpriority lien on all of the assets of the Debtor over all other creditors except Signature Bank and the Small Business Administration. The current DIP Financing Agreement expired on December 31, 2017. If the Debtor cannot obtain an agreement to extend the DIP Financing Agreement Further, Kruckeberg has the ability to immediately foreclose on all of the assets of the Debtor, subject to the rights of Signature Bank and the Small Business Administration.

Treatment:

Kruckeberg shall convert all of its rights to payment of any amounts owed prior to the petition date or under the DIP loan into a 100 % ownership interest in the Debtor. All current shares or other indications of ownership in the Debtor, as further described below will be cancelled.

(d) Class ID: Claims of Ford Motor Credit

Ford Motor Credit has a loan with a current balance of approximately \$24,704.00 and a security interest on one Ford Truck Chassis owned by the Debtor.

Treatment:

Ford Motor Credit's allowed claim in the amount of approximately \$24,704.00 will be paid in full within sixty days after the effective date.

2) Class II: Unsecured Claims

(a) Class II A: Claim of Robert Harvey.

This class shall consist of the unsecured claims of Robert Harvey, the current President of the Debtor. The Debtor scheduled this claim at \$224,000 although a subsequent review of the books and records shows that the amount due is \$59,000.

Harvey shall be allowed an unsecured claim in the amount of \$59,000 which shall be paid in full, without interest and subordinated to all non-insider priority and general unsecured debt. Payment shall be made as quickly as possible based on the finances of the company after the general unsecured claims are paid in full.

(b) Class IIB: Claim of Oakridge Holdings, Inc.

This class shall consist of the unsecured claims of Oakridge Holdings, Inc., the parent of the Debtor. The Debtor scheduled this claim at \$470,265 although a review of the books and records of Stinar could not substantiate when or if these sums were provided to the Debtor by Oakridge. The Debtor believes in any event



that the funds listed as loaned to Stinar by Oakridge should be treated as a pre-petition addition to capital of Stinar. Kruckeberg would call their DIP loan if the amounts allegedly due to Oakridge were not recast as a capital contribution.

Treatment:

The Debtor will treat the alleged pre-petition debt to Oakridge as contribution to capital of the Debtor. This pre-petition ownership interest will be cancelled as a result of the reorganization of the Debtor.

(c) Class IIC: Convenience Class.

This class shall consist of Allowed Unsecured Claims not entitled to priority where the total of the allowed claim does not exceed \$3,000.00. Any unsecured creditor whose claim exceeds \$3,000 may elect by voting in the plan to be treated as a Class IIC creditor by electing to reduce their claim to \$3,000.00. The holders of Class IIC claims, shall be paid their Allowed Claims as follows:

Treatment:

The holders of Class IIC Allowed Claims will be paid a total of 100% of their claims, without interest within sixty (60) days after the Effective Date. Such payments shall be in full satisfaction of each Allowed Unsecured Claim. The Debtor estimates that there are approximately \$10,000.00 in claims in Class IIC.

(d) Class IID: General Unsecured Claims.

This class shall consist of Allowed Unsecured Claims not entitled to priority and not treated in any other class in the Plan, including the unsecured portion of any secured claim. Total of all unsecured claims, including claims in the convenience class but not including claims in Classes IIA and IIB that will be re-characterized as pre-petition contributions to capital, were scheduled at \$365,875. This figure also includes claims that the Debtor intends to dispute prior to making any payment under the terms of this plan of reorganization.

Debtor will pay all Class IID claimants 100% of their allowed claims, without interest. Such payments shall be in full satisfaction of each Allowed Unsecured Claim. Debtor will pay 50% of all allowed Class IID claims six months after the effective date. An additional 50% payment will be made, cashflow permitting, 12 months after the effective date. The Debtor estimates that it will take 12 months to pay any creditors in Class IID in full. If Debtor cannot complete payment to all Class IID creditors in 12 months, semi-annual payments will continue until all claims are paid in full. If in the sole opinion of Management, it is possible to accelerate payments to the unsecured creditors in advance of this schedule, it shall do so. In no event shall Class IID Creditors receive any amount greater than 100% of their total allowed claims. Such payments shall be in full satisfaction of each Allowed Unsecured Claim.

3) Class III: Equity Interests.

One hundred percent (100%) of the common stock of the Debtor is owed by its publicly traded parent company, Oakridge Holdings, Inc., that filed a now jointly administered Chapter 11 case on the same day as the Debtor (Oakridge Holdings Bky File No. is 17-31669). On the Effective Date, all common stock and any other Certificate, notes, options, option plans, bonds, indentures, pass through trust agreement, pass through trust certificate, equipment trust certificate guarantee, or other instruments or documents directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors, (except such Certificates, notes, other instruments or documents evidencing indebtedness or obligations of the Debtors that are Reinstated pursuant to the Plan), shall be cancelled solely as to the Debtor, and the Debtor and the Reorganized Debtor, as applicable, shall not have any continuing obligations thereunder, and (ii) the obligations of, Claims against, and/or Interests in the Debtor pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the common stock and any other Certificates, notes, options, option plans, bonds, indentures, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtor, except

such agreements or Certificates, notes or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan, as the case may be, shall be released and discharged; The Reorganized Debtor shall not have any obligations to any Servicer for holders of common stock or other instruments evidencing ownership in for any fees, costs, or expenses except as expressly provided in the Plan.

## **VI. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.**

Attached to the Plan and marked as Exhibit A is a list of executory contracts and leases to which the Debtor is a party. As to each such contract or lease, the exhibit indicates whether Debtor has assumed the lease, will assume the lease or intends to reject or rescind the lease or contract. Any executory contract not listed or scheduled will be deemed rejected on the confirmation date.

## **VII. MEANS OF EXECUTION OF THE PLAN**

The Debtor, after confirmation, will manage its affairs and all of its assets, and will disburse funds, serving as required as disbursing agent. Attached to this Disclosure Statement as Exhibit 1 is a Summary of Operations by Stinar during the course of the Chapter 11 showing increased performance and eventual profitability of operations. Those historical numbers, along with the plan of Stinar to hire

additional sales staff within the next twelve months are the basis of the projections that are attached to the Plan (Exhibit B). If Stinar's plan is confirmed, based on the actual numbers and the projections developed by Stinar, the Debtor is confident of Stinar's ability to meet or exceed these projections and perform as set forth under the Stinar plan of reorganization and the Plan.

The Debtor will be responsible for operating the business, paying expenses and making distributions to creditors as set forth in the Plan. The Debtor will provide or pay out of operating funds for all of its administrative expenses and business debts in the ordinary course of business, according to the Plan.

The infusion of the additional capital from Kruckeberg, the ultimate re-financing of the secured debt and the continued improvement of the operations of the Debtor all enhance the feasibility of the Plan and its likelihood of success.

## **VIII. ALTERNATIVES TO THE PLAN OF REORGANIZATION**

Debtor believes strongly that acceptance of the Plan is in the best interest of its creditors. Based upon the financial projections discussed above, Debtor believes it can offer more to unsecured claimants and quicker payments than under a liquidation scenario in which the Debtor's assets will be first turned over to the secured creditors, and other priority claimants and then paid out to the unsecured creditors. If liquidation were to occur, unsecured creditors would receive

approximately \$0.00 on their claims. Liquidation of the Debtor is evaluated on Exhibit 2 to the Disclosure Statement.

## **IX. OWNERSHIP INTERESTS AND MANAGEMENT FOLLOWING CONFIRMATION**

A. As of the Confirmation Date, Christopher Thorpe will be elected by the Reorganized Debtor as the president of Stinar, James Richards will be elected as Vice-President of Operations and Craig Kruckeberg, Chris Carlisle, Christopher Thorpe and James Richards will be elected as members of the reorganized Debtor's Board of Directors.

Information on the President and the new board of directors is contained in Exhibit 3, attached to this Disclosure Statement.

## **X. AUTOMATIC STAY AND DISCHARGE**

The confirmation of the plan shall vest all property of Stinar in the reorganized company per 11 U.S.C. § 1141(b).

The confirmation of the Plan will provide the reorganized debtor with all of its property free and clear of all claims and interests of creditors, equity security holders, and of general partners (if any) in the debtor except as provided for in the plan per 11 U.S.C. § 1141(c).

Further, as limited by the applicable provisions of the Bankruptcy Code, the confirmation of the Plan will discharge the debtor from any debt that arose before the date of such confirmation, and any debt of a kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code whether or not a proof of the claim based on such debt is filed or deemed filed under section 501 of this title; such claim is allowed under section 502 of this title; or the holder of such claim has accepted the plan per 11 U.S.C. § 1141(d)(1)(a).

Finally, confirmation terminates all rights and interests of equity security holders and general partners provided for by the plan per 11 U.S.C. § 1141(d)(1)(b).

The discharge granted by 11 U.S.C. § 1141(d) is modified as to the tax debt provided for in this Plan, and the discharge of any tax debt under this Plan shall not be effective until all taxes provided for under this Plan have been paid in full.

## **XI.CONCLUSION**

As noted above, Debtor believes that acceptance of the plan is in the best interest of all parties. Debtor requests that each holder of a claim or interest complete the ballot and accept the proposed plan.

Respectfully submitted,

Dated: June 5, 2018

By: Robert Gregor  
Robert Gregor,  
its Vice-President

Approved as to form:

Dated: June 5, 2018

/e/ Kenneth Corey Edstrom  
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**EXHIBIT 1**

**INCOME STATEMENT – DURING OPERATIONS IN CHAPTER 11**

**See Attached.**

Description	P12 - Jun		P1 - Jul		P2 - Aug		P3 - Sep		P4 - Oct		P5 - Nov	
	Month to Date	% Sales	Month to Date	% Sales	Month to Date	% Sales	Month to Date	% Sales	Month to Date	% Sales	Month to Date	% Sales
<b>REVENUES</b>												
Sales -- Equipment-ST-100	143,761.00	76.52%	273,205.00	87.11%	182,950.00	77.21%	222,842.54	89.25%	440,385.57	92.07%	7,902.00	6.43%
Other Revenue-ST-100	1,254.87	0.67%	(1,403.16)	-0.45%	(4,618.11)	-1.95%	226.94	0.09%	964.21	0.20%	756.40	0.62%
Sales - Parts-ST-100	43,381.06	23.09%	42,095.48	13.42%	58,651.53	24.75%	31,100.34	12.46%	42,366.76	8.86%	114,822.38	93.45%
Returns-ST-100	(350.07)	-0.19%	(222.73)	-0.07%	0.00	0.00%	(4,447.80)	-1.78%	(747.35)	-0.16%	(35.02)	-0.03%
Discounts-ST-100	(135.48)	-0.07%	0.00	0.00%	0.00	0.00%	0.00	0.00%	(4,569.96)	-0.96%	(556.55)	-0.45%
Sales Tax-ST-100	(40.35)	-0.02%	(37.91)	-0.01%	(19.00)	-0.01%	(25.64)	-0.01%	(57.44)	-0.01%	(25.38)	-0.02%
<b>Total Sales/Revenue</b>	<b>187,871.03</b>	<b>100.00%</b>	<b>313,636.68</b>	<b>100.00%</b>	<b>236,964.42</b>	<b>100.00%</b>	<b>249,696.38</b>	<b>100.00%</b>	<b>478,341.79</b>	<b>100.00%</b>	<b>122,863.83</b>	<b>100.00%</b>
<b>COST OF SALES</b>												
Total Cost of Sales	189,543.27	100.89%	301,020.75	95.98%	187,134.88	78.97%	236,111.64	94.56%	384,405.53	80.36%	132,031.31	107.46%
<b>Gross Profit</b>	<b>(1,672.24)</b>	<b>-0.89%</b>	<b>12,615.93</b>	<b>4.02%</b>	<b>49,829.54</b>	<b>21.03%</b>	<b>13,584.74</b>	<b>5.44%</b>	<b>93,936.26</b>	<b>19.64%</b>	<b>(9,167.48)</b>	<b>-7.46%</b>
<b>OPERATING EXPENSES</b>												
Total Operating Expenses	34,887.38	18.57%	35,471.28	11.31%	57,072.69	24.08%	37,634.58	15.07%	45,946.11	9.61%	16,688.23	13.58%
<b>Total Operating Income (Loss)</b>	<b>(36,559.62)</b>	<b>-19.46%</b>	<b>(22,855.35)</b>	<b>-7.29%</b>	<b>(7,243.15)</b>	<b>-3.06%</b>	<b>(24,049.84)</b>	<b>-9.63%</b>	<b>47,990.15</b>	<b>10.03%</b>	<b>(25,855.71)</b>	<b>-21.04%</b>
<b>OTHER INCOME (EXPENSE)</b>												
Interest Expense-ST-100	(2,726.07)	-1.45%	(8,633.95)	-2.75%	(10,666.84)	-4.50%	(9,264.37)	-3.71%	(9,329.06)	-1.95%	(9,289.65)	-7.56%
<b>Total Other Income (Expense)</b>	<b>(2,726.07)</b>	<b>-1.45%</b>	<b>(8,633.95)</b>	<b>-2.75%</b>	<b>(10,666.84)</b>	<b>-4.50%</b>	<b>(9,264.37)</b>	<b>-3.71%</b>	<b>(9,329.06)</b>	<b>-1.95%</b>	<b>(9,289.65)</b>	<b>-7.56%</b>
<b>Net Income (Loss) Before Taxes</b>	<b>(39,285.69)</b>	<b>-20.91%</b>	<b>(31,489.30)</b>	<b>-10.04%</b>	<b>(17,909.99)</b>	<b>-7.56%</b>	<b>(33,314.21)</b>	<b>-13.34%</b>	<b>38,661.09</b>	<b>8.08%</b>	<b>(35,145.36)</b>	<b>-28.61%</b>
<b>PROVISION FOR INC. TAXES</b>												
<b>Net Income (Loss)</b>	<b>(39,285.69)</b>	<b>-20.91%</b>	<b>(31,489.30)</b>	<b>-10.04%</b>	<b>(17,909.99)</b>	<b>-7.56%</b>	<b>(33,314.21)</b>	<b>-13.34%</b>	<b>38,661.09</b>	<b>8.08%</b>	<b>(35,145.36)</b>	<b>-28.61%</b>
EBITDA	(27,559.14)		(14,532.61)		(920.41)		(17,727.10)		56,312.89		(17,532.97)	
EBITDA + Legal	(26,551.14)		(9,657.61)		20,401.73		(19,792.48)		68,527.89		(17,532.97)	

Description	P6 - Dec		P7 - Jan		P9 - Feb		YTD Avg		YTD Total	
	Month to Date	% Sales	Month to Date	% Sales	Month to Date	% Sales	Sales	% Sales	Sales	% Sales
<b>REVENUES</b>										
Sales -- Equipment-ST-100	369,320.00	92.51%	332,012.00	86.15%	451,785.00	91.82%	269,351.46	84.58%	2,424,163.11	84.58%
Other Revenue-ST-100	1,217.59	0.30%	1,057.13	0.27%	1,169.45	0.24%	69.48	0.02%	625.32	0.02%
Sales - Parts-ST-100	31,532.38	7.90%	52,604.07	13.65%	39,102.39	7.95%	50,628.49	15.90%	455,656.39	15.90%
Returns-ST-100	(3,168.72)	-0.79%	-	0.00%	-	0.00%	(996.85)	-0.31%	(8,971.69)	-0.31%
Discounts-ST-100	356.62	0.09%	0.01	0.00%	0.01	0.00%	(545.04)	-0.17%	(4,905.35)	-0.17%
Sales Tax-ST-100	(23.73)	-0.01%	(265.42)	-0.07%	(24.88)	-0.01%	(57.75)	-0.02%	(519.75)	-0.02%
<b>Total Sales/Revenue</b>	<b>399,234.14</b>	<b>100.00%</b>	<b>385,407.79</b>	<b>100.00%</b>	<b>492,031.97</b>	<b>100.00%</b>	<b>318,449.78</b>	<b>100.00%</b>	<b>2,866,048.03</b>	<b>100.00%</b>
<b>COST OF SALES</b>										
<b>Total Cost of Sales</b>	<b>327,635.42</b>	<b>82.07%</b>	<b>337,497.92</b>	<b>87.57%</b>	<b>399,179.29</b>	<b>81.13%</b>	<b>277,343.77</b>	<b>87.09%</b>	<b>2,494,525.01</b>	<b>87.04%</b>
<b>Gross Profit</b>	<b>71,598.72</b>	<b>17.93%</b>	<b>47,909.87</b>	<b>12.43%</b>	<b>92,852.68</b>	<b>18.87%</b>	<b>41,106.01</b>	<b>12.91%</b>	<b>371,523.02</b>	<b>12.96%</b>
<b>OPERATING EXPENSES</b>										
<b>Total Operating Expenses</b>	<b>23,622.21</b>	<b>5.92%</b>	<b>27,116.62</b>	<b>7.04%</b>	<b>42,430.49</b>	<b>8.62%</b>	<b>38,381.89</b>	<b>11.13%</b>	<b>320,869.59</b>	<b>10.89%</b>
<b>Total Operating Income (Loss)</b>	<b>47,976.51</b>	12.02%	<b>20,793.25</b>	5.40%	<b>50,422.19</b>	10.25%	<b>2,724.12</b>	0.86%	<b>50,653.43</b>	1.77%
<b>OTHER INCOME (EXPENSE)</b>										
Interest Expense-ST-100	(10,849.02)	-2.72%	(10,690.58)	-2.77%	(9,985.55)	-2.03%	(9,048.34)	-2.84%	(81,435.09)	-2.84%
<b>Total Other Income (Expense)</b>	<b>(10,849.02)</b>	-2.72%	<b>(10,690.58)</b>	-2.77%	<b>(9,985.55)</b>	-2.03%	<b>(9,048.34)</b>	-2.84%	<b>(81,435.09)</b>	-2.84%
<b>Net Income (Loss) Before Taxes</b>	<b>37,127.49</b>	9.30%	<b>10,102.67</b>	2.62%	<b>40,436.64</b>	8.22%	<b>(6,324.22)</b>	-1.99%	<b>(30,781.66)</b>	-1.07%
<b>PROVISION FOR INC. TAXES</b>										
<b>Net Income (Loss)</b>	<b>37,127.49</b>	9.30%	<b>10,102.67</b>	2.62%	<b>40,436.64</b>	8.22%	<b>(6,324.22)</b>	-1.99%	<b>(30,781.66)</b>	-1.07%
EBITDA	56,299.25		29,115.99		58,744.93		10,677.72		122,235.83	
EBITDA + Legal	56,299.25		30,740.99		72,369.93		17,253.31		174,840.59	

## **EXHIBIT 2**

### **LIQUIDATION ANALYSIS**

See attached liquidation analysis.

Stinar Inc.  
Asset Liquidation

Stinar	At Filing	Fees	Liquidation
Cash	30,890.31		30,890
Accounts Receivable	302,920.95		302,921
Inventory	372,977.28		45,000
Raw - less allowance			
Work In Progress	464,221.39		-
Investments	11,230.13		11,230
prepaid expenses	5,926.13		-
<b>Current Assets filed with Court</b>	<b>1,188,166.19</b>		<b>390,041</b>

RM worth is only the steel  
WIP is worthless if you don't complete

Land and Building	2,200,000.00	1,836,750
Computer equipment and software	-	-
Autos and Trucks	-	-
Office machinery & Equip	91,321.31	-

	Gross Value	
	2,200,000.00	
Roof repair	100,000.00	
Remediation	125,000.00	EPA Land fill and EPA Freon
Commission	138,250.00	
<b>Net</b>	<b>1,836,750.00</b>	

Totasl	Liquidation
	<b>2,226,791</b>

Secured

Ford Motor	24,704
Real Esate Tax	36,000
Loans bank	1,765,067
Kruckeberg Industries	534,062

<b>Total Priority</b>	<b>2,359,833</b>
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Net Cash for Creditors	(133,042)
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Unsecured Creditors

Bob Harvey	(59,000)
KI	(71,820)
Vendors	(365,000)
Customer Deposits	(364,526)
<b>Total</b>	<b>(860,346)</b>

### **EXHIBIT 3**

Information concerning the Proposed President and Board of Directors of the Debtor

***Craig Kruckeberg***  
***CEO and Chief Visionary Officer***

Mr. Kruckeberg began working in his father's business, Minimizer, in 1990. During the next 16 years he worked in all aspects of the business, from operations to sales and marketing to accounting. In 2006 he purchased the family business from his mother and father and under his leadership the Minimizer brand has become the number one recognized brand in the Heavy-Duty Truck Aftermarket. In his 28 years of experience with Minimizer, Mr. Kruckeberg has won numerous awards recognizing his management of a family company, notably he was the Ernst and Young nominee and finalist for Entrepreneur of The Year in 2011 and 2012 and won the award in 2013. In 2006 he was the Upsize Minnesota Growth Challenge Award Recipient and in 2017 was a finalist for the Minnesota Business Manufacturing Executive of the Year.

***Christopher Thorpe: "CT"***  
***President and CFO***

With 30 years of experience in manufacturing and leadership roles, Mr. Thorpe joined the Company in 2012 and has held the position of CFO and President. Prior to joining Minimizer he held the position of Vice President of Financial Services / CFO for Kemps, an \$800 million regional dairy. Prior to Kemps he worked as a senior group auditor for Pannell Kerr Forster, a UK Chartered Accounting Firm (Now BDO), from 1986 to 1990, as a Financial Director (UK CFO) for Hi-Tec Integrity Castings from 1990 to 1992, as Vice President of Finance for Unicast from 1992 to 1994 and as an activity based costing and general financial consultant for various organizations from 1994 to 1996. In his current position he is responsible for providing strategic and day to day leadership for the company by working with the CEO and other management to establish long-range goals,

strategies, plans and policies as well as directing all financial accounting and internal/external reporting, treasury, acquisition and general finance activities. In 2014 Mr. Thorpe was awarded the Minneapolis / St Paul Business Journal's CFO of the Year award for the small private company category. He obtained a degree in Finance from Sunderland University in England and is a UK Chartered Accountant (A.C.A).

***James Richards***

***Vice President Operations***

With 25 years of manufacturing experience, Mr. Richards joined Minimizer in 2013, serving as Vice president of Operations. Prior to joining Minimizer he worked for a \$400 million division of DS Smith Plastics as their VP of Technical Services where he was responsible for Operations, Q&A and new product development and introduction. Prior to this Mr. Richards worked in various manufacturing settings with an emphasis on Lean Manufacturing expertise. Mr. Richards has an MBA in Operations Management and a BS in Business Management and served as Section Chief in The US Army during the Persian Gulf War.

***Chris Carlisle***

Chris Carlisle co-chairs Gray Plant Mooty's (GPM) Corporate and Business practice group and is a leader of GPM's entrepreneurial services team. He provides a broad range of services to both established and emerging companies in a variety of industries, with significant client concentrations in technology, life science, agribusiness, franchise and manufacturing. Chris advises companies in corporate finance, mergers and acquisitions, governance, joint ventures and other strategic business arrangements, and drafting and negotiating commercial agreements. Chris takes an "outside general counsel" approach with his clients—he acts as the quarterback for executives and managers on all their legal needs, providing them with a single point of contact and accountability for their projects with GPM.

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MINNESOTA**

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In re:

Jointly Administered Ch. 11 Cases under  
Case No. 17-31670 (KHS)

Stinar HG, Inc., Case No. 17-31670

Oakridge Holdings, Inc. Case No. 17-31669

Debtors.  
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**UNSWORN CERTIFICATE OF SERVICE**

Under penalty of perjury, I declare that on June \_\_, 2018, in connection with the jointly administered matter below, the following document(s) were served on the party(ies) listed below in the manners indicated:

Re: Stinar HG, Inc.- Bky. No. 17-31670  
and Re: Oakridge Holdings, Inc. – Bky No. 17-31669

For Stinar HG, Inc. Creditors and Parties in Interest:

- 1 Letter seeking approval of plan from creditors
- 2 Court Order confirming disclosure statement and setting confirmation hearing
- 3 Ballot
- 4 The First Modified Plan of Reorganization
- 5 The First Amended Disclosure Statement
- 6 Certificate of Service

For Oakridge Holdings, Inc. Creditors and Parties in Interest:

- 1 Letter seeking approval of plan from creditors
- 2 Court Order confirming disclosure statement and setting confirmation hearing
- 3 Ballot
- 4 The First Modified Plan of Reorganization
- 5 The Second Amended Disclosure Statement
- 6 Certificate of Service

by U.S. MAIL, by enclosing a copy thereof in an envelope, postage prepaid, and by depositing the same in the post office at Bloomington, Minnesota, directed to the party(s) as indicated below: SEE ATTACHED SERVICE LISTS/

/e/Kenneth Corey-Edstrom

Kenneth Corey-Edstrom



Stinar HG, Inc. Service List (All Creditors and Parties in Interest)

**Minnesota Department of  
Revenue  
Bankruptcy Section  
PO Box 64447  
St Paul, MN 55164-0447**

**Securities and Exchange  
Commission  
Bankruptcy Section  
175 W Jackson Blvd., Ste.  
900**

**US Trustee  
1015 US Courthouse  
300 S 4th St  
Minneapolis, MN 55415-  
3070**

**200 Warren E Burger  
Federal Building and US  
Courthouse  
316 N Robert St  
St Paul, MN 55101-1465**

**Allegheny Valve &  
Coupling, Inc.  
Attn: Scott Colvin  
PO Box 780  
Warren, PA 16365-0780**

**Appliance Depot, Inc.  
Attn: Ron  
8980 Jefferson Trail West  
Inver Grove Heights, MN  
55077**

**Betts Industries, Inc.  
Attn: Craig Whitaker  
PO Box 888  
Warren, PA 16365-0888**

**Bonomi North America, Inc.  
Attn: Aurora Ciaciura  
750 Imperial Court  
Charlotte, NC 28273-5953**

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

**Signature Bank  
Attn: Karl Johnson  
8050 West 78th Street  
Edina, MN 55439-2530**

**United States Attorney  
600 US Courthouse  
300 S 4th St  
Minneapolis, MN 55415-3070**

**Aerotek Inc.  
7317 Parkway Drive  
Hanover, MD 21076-1159**

**Altus GTS Inc. c/o Marcus  
Kent  
2400 Veterans Memorial Blvd.,  
Suite 300  
Kenner, LA 70062-8725**

**Arnold Machinery  
Attn: Dianne Kane  
2985 Lone Oak Circle  
Eagan, MN 55121-1425**

**Biehl & Biehl, Inc.  
325 E. Fullerton Ave.  
Carol Stream, IL 60188-1865**

**Boyer Ford  
2425 Broadway St NE  
Minneapolis, MN 55413-1730**

**Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346**

**Phillip W. Bohl (#0139191)  
500 IDS Center  
80 South Eight Street  
Minneapolis, MN 55402**

**United States Small Business Adm.  
U. S. Attorney's Office  
Attn: Roylene A. Champeaux  
600 U.S. Courthouse, 300 So. 4th Street  
Minneapolis, MN 55415-1320**

**Aim Fire & Safety,  
Inc.  
Attn: Bob Brant  
4762 Partridge Court N.E.  
Prior Lake, MN 55372-1781**

**American Express  
Box 0001  
Los Angeles, CA 90096-8000**

**Barry & Sewall Industrial Supply  
Attn: Karen Stanke  
P.O. Box 50  
Minneapolis, MN 55440-0050**

**Blue Rock Refinishing Solutions  
Attn: Tom Maslowski  
2974 Cleveland Avenue North  
Roseville, MN 55113-1101**

**Braun Intertec Corporation  
Attn: Karla Carozzi  
PO Box 1450  
Minneapolis, MN 55485-7644**

**Bretschneider Sandblasting Co.**  
Attn: Fritz or Robin  
21954 Orlando Avenue East  
Hastings, MN 55033-9655

**U.S. Bank, N.A. d/b/a US Bank Equipment Fi**  
1310 Madrid Street  
Marshall, MN 56258-4099

**CarQuest Auto Parts**  
Attn: Rich  
6237 Penn Avenue South  
Richfield, MN 55423-1167

**Casey Menden Faust & Nelson**  
Attn: Scott Callahan  
7900 W 78th St., Ste. 450  
Edina, MN 55439-2586

**Certified Power, Inc.-Fluid Systems**  
75 Remittance Dr,  
Dept. 3165  
Chicago, IL 60675-3165

**Challman and Company**  
Attn: Andy  
PO Box 7264  
Minneapolis, MN 55407-0264

**Chase Cardmember Service**  
P. O. Box 94014  
Palatine, IL 60094-4014

**Citi-Cargo & Storage**  
900 Apollo Rd  
Saint Paul, MN 55121-2477

**City of Eagan**  
3830 Pilot Knob Road  
Eagan, MN 55122-1810

**Wells Fargo Bank N.A. Small Business Lending Division**  
PO Box 29482  
Phoenix, AZ 85038-9482

**Crysteel Truck Equipment, Inc.**  
Attn: Tim Leibfried  
PO Box 733  
Lake Crystal, MN 56055-0733

**Dakota County Property Taxation & Records**  
1590 Highway 55  
Hastings, MN 55033-2343

**Digital Winter, LLC**  
Attn: Shane Lindstrom  
4012 -11<sup>th</sup> Avenue South  
Minneapolis, MN 55407

**Drain Pro Plumbing**  
8815 -- 209th Street West  
Lakeville, MN 55044-6442

**Eagan General Repair**  
Attn: Mark  
3650 Kennebec Drive  
Eagan, MN 55122-5264

**Faegre Baker Daniels**  
Attn: W. Morgan Burns  
90 S. 7th St., Ste. 2200  
Minneapolis MN 55402-390

**FastSigns**  
Attn: Steve  
1354 Mendota Road  
Inver Grove Heights, MN 55077-1255

**Fibergrate Cmpste Structures**  
Attn: Priyanka Shah  
P. O. Box 931944  
Cleveland, OH 44193-0004

**FinishMaster, Inc.**  
Attn: Pam Aynes  
1643 Solutions Center  
Chicago, IL 60677-1006

**Force America**  
501 Cliff Rd E  
Burnsville MN 55337-1635

**Ford Motor Credit Company**  
9009 Carothers Parkway  
Maildrop 2010  
Franklin, TN 37067

**G&H Distributing**  
1955 Annapolis LN N  
Minneapolis MN 55441-3702

**Garelick Steel Co., Inc.**  
Attn: Kim Bliese  
1900 North 2nd Street  
Minneapolis, MN 55411-3411

**Gladwin Machinery & Supply Co.**  
Attn: Ann Bieganek  
5170 Main Street N.E.  
Minneapolis, MN 55421-1528

**Gopher Electronics**  
Attn: Barb Schauer  
222 Little Canada Road  
St. Paul, MN 55117-1378

**Grainger Parts Financial Services**  
Dept #806673018  
Palantine, IL 60038-0001

**Great Northern Equipment**  
Attn: Becky Barr  
P. O. Box 860396  
Minneapolis, MN 55486-0396

**Ground Support Products**  
Attn: Katey Hunt  
42 Winter Street, Unit 5  
Pembroke, MA 02359-4958

**Hanover Insurance Company**  
P. O. Box 580045  
Charlotte, NC 28258-0045

**Harper Industries**  
Attn: Teresa Dodgen  
151 East Highway 160  
Harper, KS 67058-8201

**Hewitt-Lucas**  
Attn: John Hewitt  
P. O. Box 8828  
St. Louis, MO 63101-8828

**Home Depot Credit Services**  
P.O. Box 9001030  
Louisville, KY 40290-1030

**Hose/Conveyors, Inc.**  
Attn: Katrina Calis  
2725 South Highway 55  
Eagan, MN 55121-1404

**Husky Spring Company**  
Attn: Rob  
2238 Terminal Road  
Roseville, MN 55113-2515

**Images on Metal, Inc.**  
Attn: Carol Benner  
105 South Mantorville Avenue  
Kasson, MN 55944-1254

**JEM Technical Mktg Co., Inc.**  
Attn: Donna Foss  
550 North Old Crystal Bay Road  
Orono, MN 55356-5612

**Joe Hegna**  
Attn: Ronnie J. Hegna  
1000 Canton Street, #70  
Prescott, WI 54021-1253

**Kraemer Mining & Materials, Inc.**  
Attn: Brenda Tousignant  
1020 Cliff road West  
Burnsville, MN 55337-1656

**Kruckeberg/Minimizer**  
Attn: Julie Strand  
500 Minimizer Way SE  
Blooming Prairie, MN 55917-1436

**Legend Valve**  
Accounts Receivable  
P. O. Box 674933  
Detroit, MI 48267-4933

**Machine Tool Supply, Inc.**  
Attn: Tia Davis  
3150 Mike Collins Drive  
Eagan, MN 55121-2292

**Marco Technologies, LLC**  
Accounts Receivable  
NW 7128, P. O. Box 1450  
Minneapolis, MN 55485-7128

**Masterman's, LLP**  
Accounts Receivable  
11 'C' Street / P. O. Box 411  
Auburn, MA 01501-0411

**Matthew B Barr**  
Barnes & Thornburg  
11 S Meridian St  
Indianapolis IN 46204-3535

**McMaster-Carr Supply Company**  
Accounts Receivable  
P.O. Box 7690  
Chicago, IL 60680-7690

**Mecklenburg Valve Source, LLC**  
Attn: Debbie Laffoon  
P. O. Box 5473  
Charlotte, NC 28299-5473

**Midwest Crating Unlimited**  
Attn: Michele Johnston  
6805 -- 20th Ave S Ste #100  
Centerville, MN 55038-8814

**Minneapolis Sheet Metal Works**  
Attn: Alice Price  
9 Eighth Avenue Southwest  
New Brighton, MN 55112-7708

**NEI Electric - MN Division**  
Attn: Lana Herdegen  
1551 Payne Avenue  
St. Paul, MN 55130-3218

**Nardini Fire Equipment Company**  
Attn: Lisa Kroska  
405 County Road 'E' W  
St Paul, MN 55126-7093

**Northern Tool & Equipment**  
c/o Blue Tarp Financial  
P. O. Box 105525  
Atlanta, GA 30348-5525

**Oakridge Holdings Inc.**  
3225 Sibley Memorial Hwy.  
Saint Paul MN 55121

**Office Depot**  
P.O. Box 88040  
Chicago, IL 60680-1040

**Office Depot Business Credit**  
P. O. Box 689020  
Dept. 56 - 8117187070  
Des Moines, IA 50368-9020

**Ohnsorg Truck Bodies**  
Attn: John Ohnsorg  
860 Commerce Drive East  
Belle Plaine, MN 56011-  
2093

**Oxygen Service**  
Attn: Patty Poeschl  
P. O. Box 856670  
Minneapolis, MN 55485-  
6670

**Pioneer Metal Finishing**  
Accounts Receivable  
P. O. Box 28440  
Green Bay, WI 54324-0440

**Riteway Business Forms**  
Attn: Linda Baumgart  
3650 Kent Street  
Shoreview, MN 55126-7012

**Royce Nelligan, Attorney**  
SBA, Minnesota District  
Office  
330 2nd Ave S.  
Minneapolis, MN 55401-

**Safety Systems and**  
Controls, Inc.  
Attn: Lisa  
1729E Brittmoore  
Houston, TX 77043-2730

**Stellar Industries, Inc.**  
Attn: Linda Anderson  
NW 5175 / P. O. Box 1450  
Minneapolis, MN 55485-  
5175

**Total Mechanical Services.**  
Inc.  
Attn: Mike Rick  
420 Broadway Avenue  
St. Paul Park, MN 55071-

**Twila Kennedy**  
SBA, Minnesota District  
Office  
330 2nd Ave S.  
Minneapolis, MN 55401-

**Oil-Rite Corporation**  
Attn: Cheryl Taddy  
P. O. Box 1207  
Manitowoc, WI 54221-1207

**Pace Analytical Services, Inc.**  
Attn: Joey Zuniga  
P. O. Box 684056  
Chicago, IL 60695-4056

**Pioneer Rim and Wheel Co.**  
Attn: Michael Schultze  
P. O. Box 581579  
Minneapolis, MN 55458-1579

**Robert Harvey**  
c/o Stinar Corporation  
3255 Sibley Memorial Hwy  
Saint Paul, MN 55121

**Ruff Mfg., Inc.**  
Attn: Pat  
21105 Edmonton Avenue  
Farmington, MN 55024-8917

**Signature Bank**  
Attn: Dan Roberts  
9800 Bren Rd Ste 200  
Minnetonka, MN 55343-4724

**Swanson Flo-Systems**  
Attn: Sue Carlson  
151 Cheshire Lane No., Ste. 700  
Plymouth, MN 55441-3625

**Total Tool Supply, Inc.**  
Attn: Kate Schmitt  
P.O. Box 4069  
St. Paul, MN 55104-0069

**Twin Cities-Metro Certified**  
Development  
3495 Vadnais Center Dr  
Vadnais Heights, MN 55110-  
5194

**Olsen Thielen CPA**  
Attn: Brett Olsen  
300 Prairie Ctr. Dr., Ste. 300  
Eden Prairie, MN 55344-7908

**Patton Industrial Products, Inc.**  
Attn: Todd Patton  
8410 Pillsbury Avenue South  
Bloomington, MN 55420-2244

**Power Systems, LLC**  
Attn: Allan Bergren  
P. O. Box 860351  
Minneapolis, MN 55486-0351

**Rochester Gauges, Inc.**  
Attn: Melissa Paulsen  
P.O. Box 29242  
Dallas, TX 75229-0242

**SBS Transportation, Inc.**  
Attn: Amy Washburn  
1700 Wynne Avenue  
St. Paul, MN 55108-2739

**State of Minnesota**  
Dept. of Revenue  
PO Box 64447  
St Paul, MN 55164-0447

**Torrington Brush Works, Inc.**  
Attn: Fran Martin  
4377 Independence Court  
Sarasota, FL 34234-4722

**Tuthill Corporation**  
Attn: Terri Rjasko  
P. O. Box 75822  
Chicago, IL 60675-5822

**Uline Shipping Supplies**  
12575 Uline Dr  
Pleasant Prairie, WI 53158-3686

**UPS Freight**  
Customer Service  
28013 Network Place  
Chicago, IL 60673-1280

**US Bank Equipment Finance**  
Customer Support  
P. O. Box 790448  
St. Louis, MO 63179-0448

**Uline**  
Accounts Receivable  
P. O. Box 88741  
Chicago, IL 60680-1741

**United Electric Company**  
Attn: Joan Follmer  
601 Lakeview Point  
New Brighton, MN 55112

**Van-Tech**  
Attn: Rita  
12640 Creek View Avenue  
Savage, MN 55378-2369

**Vedder Price**  
Attn: Laney Moyer  
222 N LaSalle St  
Chicago, IL 60601-1003

**Walters Rebuilders**  
Attn: Steve Tanski  
507 University Avenue  
St. Paul, MN 55103-193

**Wells Fargo (Acct. HS)**  
P. O. Box 6426  
Carol Stream, IL 60197-6426

**West Island Ford Lincoln**  
3850 Boul Des Sources  
Dollard-Des-Ormeaux  
QUEBEC CITY H9B 2CB, CANADA

**Wolverine Engine Heaters**  
Attn: Kevin Frank  
P.O. Box 3137  
Union Gap, WA 98903-0137

**Wooden McLaughlin**  
Attn: Janice K. Hutchinson  
1 Indiana Sq Ste 1800  
Indianapolis, IN 46204-4208

**Xcel Energy**  
Attn: Bky Dept  
PO Box 9477  
Minneapolis MN 55484-4497

**Zep Sales & Service**  
Attn: Denise Dolly  
13237 Collections Center  
Drive  
Chicago, IL 60693-0132

**State of MN-Dept of Manpower  
Services**  
1st National Bank Bldg., Ste.  
E200  
332 Minnesota St

**Landmark Environmental, LLC**  
2042 West 98<sup>th</sup> Street  
Bloomington, MN 55431

**Braun Intertec  
Corporation**  
Attn: Jodi Norman  
1826 Buerkle Rd  
St. Paul, MN 55110-5245

**Bradley Hennen**  
9152 Wassermann Ct  
Victoria MN 55386-4592

**American Express Travel Related  
Services Com Inc.**  
c/o/ Becket and Lee LLP  
PO Box 3001  
Malvern, PA 19355-0701

**Ford Motor Credit  
Company**  
Irving Bus. Ctr, Dept C  
PO Box 152496  
Irving, TX 75015-2496

**Home Depot Credit Services**  
P.O. Box 183175  
Dept 32 2020069559  
Columbus, OH 43218-3175

**Computer Share**  
1325 Remington Blvd  
Bolingbrook, IL 60490-3266

**Abigail M. McGibbon**  
80 South 8<sup>th</sup> Street  
500 IDS Center  
Minneapolis, MN 55402

**Landmark Environmental LLC**  
2042 West 98<sup>th</sup> Street  
Bloomington, MN 55431

**Jeff Timmerman**  
Dakota County Attorney  
1560 Highway 55  
Hastings, MN 55033-2343

**Stellar Industries, Inc.**  
Attn: Linda Anderson  
190 State Street  
Garner, IA 50438-1120

**Olsen Thielen & Co Ltd**  
2675 Long Lake Rd  
Roseville, MN 55113-2786

**WW Grainger Inc**  
7300 North Melvina Ave  
MWX228066773018  
Niles, IL 60714-3906

**United Electric Company  
Attn: Joan Follmer  
PO Box 802578  
Chicago, IL 60680-2578**

Oakridge Holdings, Inc. Service List – All Creditors and Parties in Interest

**Securities and Exchange  
Commission  
Jolene M Wise  
Bankruptcy Section  
175 W Jackson Blvd., Ste. 900**

**Signature Bank  
Karl Johnson  
c/o Hellmuth & Johnson  
PLLC  
8050 West 78th Street**

**Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346**

**US Trustee  
1015 US Courthouse  
300 S 4th St  
Minneapolis, MN 55415-3070**

**Casey Menden Faust & Nelson  
Attn: Scott Callahan  
7900 W 78th St., Ste. 450  
Edina, MN 55439-2586**

**Stinar HG, Inc. d/b/a Stinar  
Corporation  
3255 Sibley Memorial Hwy  
St Paul, MN 55121-1606**

**200 Warren E Burger Federal  
Building and US Courthouse  
316 N Robert St  
St Paul, MN 55101-1465**

**Computershare  
P.O. Box 505000  
Louisville, KY 40233**

**United States Small Business Adm.  
U. S. Attorney's Office  
Attn: Roylene A. Champeaux  
600 U.S. Courthouse, 300 So. 4th  
Street**

**Securities and Exchange  
Commission  
Marva D. Simpson  
Bankruptcy Section  
175 W Jackson Blvd., Ste. 900  
Chicago, IL 60604-2815**

**Faegre Baker Daniels  
Attn: W. Morgan Burns  
90 S. 7th St., Ste. 2200  
Minneapolis MN 55402-390**

**Olsen Thielen CPA  
Attn: Brett Olsen  
300 Prairie Ctr. Dr., Ste. 300  
Eden Prairie, MN 55344-7908**

**Oakridge Holdings Inc.  
3225 Sibley Memorial Hwy.  
Saint Paul MN 55121**

**Twin Cities-Metro Certified  
Development  
3495 Vadnais Center Dr  
Vadnais Heights, MN 55110-  
5194**

**Signature Bank  
Attn: Dan Roberts  
9800 Bren Rd Ste 200  
Minnetonka, MN 55343-4724**

**Minnesota Dept. of Revenue  
PO Box 64564  
Saint Paul, MN 55164-0564**

**Pamela Whitney  
432 W Silver Creek Ct  
Gilbert, AZ 85233-5816**

**Vedder Price  
Attn: Lane Moyer  
222 N LaSalle St  
Chicago, IL 60601-1003**

**Robert Harvey  
c/o Stinar Corporation  
3255 Sibley Memorial Hwy  
Saint Paul, MN 55121**

**Lester 'Buster' Lind  
18130 Jamaica Path  
Lakeville, MN 55044-9200**

**Kathy Harvey CPA  
4810 120th St W  
Apple Valley, MN 55124-8628**