

Form JDG11 (03/15)

**United States Bankruptcy Court
Western District of Michigan**
One Division Ave., N.
Room 200
Grand Rapids, MI 49503

IN RE: Debtor (name used by the debtor in the last 8 years, including married, maiden, trade, and address):

Fuel Systems Inc.
1950 Waldorf St. NW, Suite A
Grand Rapids, MI 49544
Tax ID: 57-1227867

Debtor

Case Number 09-04536-jwb

Chapter 7

Honorable James W. Boyd

NOTICE TO PARTIES IN INTEREST OF HEARING

YOU ARE HEREBY NOTIFIED that a hearing will be held at the United States Bankruptcy Court, One Division Ave., N., 3rd Floor, Courtroom B, Grand Rapids, MI 49503 on **October 25, 2018** at **09:00 AM** to consider and act upon the following matter:

Trustee's Motion for Approval of Remnant Sale Free and Clear of Liens Pursuant to 11 U.S.C. Section 363(f) and Related Relief (DN 614)

If you want the court to consider your views on this matter, attend the hearing on the date stated above.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.)

You or your attorney may wish to file a written response to the motion explaining your position. Any response shall be mailed to the Clerk of the United States Bankruptcy Court, One Division Ave., N., Grand Rapids, Michigan 49503, and should be received by the Clerk at least 7 (seven) days before the above hearing date. A copy of your responses should also be mailed upon the opposing party and his/her attorney.

If you or your attorney do not take these steps, the court may decide to grant the relief sought in the motion and may enter an order granting relief requested.

DANIEL M. LAVILLE
CLERK OF BANKRUPTCY COURT

Dated: September 6, 2018

/S/ _____

J. Koerth
Deputy Clerk

A copy of this notice returned to Steven L. Rayman, Esq. on September 6, 2018 for service upon the mailing matrix .

NOTICE IS HEREBY GIVEN THAT THE COURT MAY, in its discretion, orally continue or adjourn the above hearing on the record in open court. If this occurs, parties in interest will not be given further written notice of the continued or adjourned hearing. If an entity is not present at the originally scheduled hearing, information regarding the time, date and place of an orally continued or adjourned hearing may be accessed through the Bankruptcy Court's web site (www.miwb.uscourts.gov) provided the person has a PACER login and password, or by visiting the clerk's office of the United States Bankruptcy Court located at One Division Ave., N., 2nd Floor, Grand Rapids MI 49503. Information about a PACER login and password may be obtained by either calling PACER service center between 8:00 a.m. and 5:00 p.m. Monday through Friday, CST at (800) 676-6856 or via its web site at <http://pacer.psc.uscourts.gov>

¹ Aliases for Debtor Fuel Systems Inc. : fka Fuel Systems Acquisition Corp.

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

IN THE MATTER OF:

FUEL SYSTEMS, INC.,

Case No.: 09-04536

Chapter 7 – Filed: 04/16/2009

Debtor.

_____ //

**MOTION FOR APPROVAL OF REMNANT SALE FREE AND CLEAR OF LIENS
PURSUANT TO 11 U.S.C. § 363(f) AND RELATED RELIEF**

NOW COMES Thomas A. Bruinsma, Trustee (“Trustee”), by and through his attorneys, Rayman & Knight, and for his Motion for Approval of Remnant Sale Free and Clear of Liens Pursuant to 11 U.S.C. § 363(f) (“Motion”), says as follows:

1. He is the duly appointed and acting Trustee with respect to the above-captioned Chapter 7 proceeding which was filed on April 16, 2009.
2. He has substantially completed the administration of this estate. The Trustee has determined there may exist property of the Debtor’s estate, consisting of known or unknown assets or claims, which have not been previously sold, assigned or transferred (“Remnant Assets”). The Trustee has also determined that the cost of pursuing the Remnant Assets will likely exceed the benefit the estate would possibly receive on account of the Remnant Assets.
3. The Trustee has negotiated the sale of the Remnant Assets to one Oak Point Partners, LLC of Northbrook, Illinois (“Oak Point”) pursuant to a certain Asset Purchase Agreement (“Purchase Agreement”) attached as Exhibit “A”. Of note, the Debtor’s assets are the subject of a security interest held by one Jefferies Finance LLC (“Jefferies”), which holds a lien on substantially all of the Debtor’s assets which has consented to this Motion.
4. The Purchase Agreement generally provides that Oak Point shall purchase the Remnant Assets for the sum of \$5,000.00 in cash. The Remnant Assets consist of the remaining

assets of the estate other than (i) cash held by the Trustee; (ii) any and all Goods¹ (e.g., office furniture) of the Debtor; and (iii) the purchase price for the Remnant Assets.

5. Although the Trustee believes that entry into the Purchase Agreement is in the best interests of the estate, he believes it prudent to allow for bidding at the time and place scheduled for the hearing on this Motion, subject to the following terms and conditions (collectively, "Bidding Procedures"):

- a. Each competing bidder wishing to participate in the overbid process must notify the Trustee c/o Steven L. Rayman, Rayman & Knight, 141 E. Michigan Avenue, Suite 301, Kalamazoo, MI 49007, Facsimile: (269) 345-5161, Email: slr@raymanknight.com in writing prior to two (2) days before the hearing scheduled on this Motion;
- b. The first overbid for the Remnant Assets by a competing bidder must be at least \$1,000.00 more than the proposed purchase price, or a total of \$6,000.00; and
- c. In the event a competing bidder is deemed the winning bidder with respect to the Remnant Assets, such competing bidder shall be required to purchase the Remnant Assets under the same terms and conditions as set forth in the Purchase Agreement.

6. By this Motion your Trustee requests that the Court approve this Motion and the sale of the Remnant Assets free and clear of liens pursuant to 11 U.S.C. § 363(f) with liens attaching to proceeds in the same rank, priority and validity as existed prior to the Petition.

7. Jefferies, which holds a lien on substantially all of the Debtor's assets, has agreed to accept 50%, or \$2,500.00 of the sale proceeds, whichever is greater. Upon information, there are no other liens or interests having priority over Jefferies.

8. The sale as proposed in this Motion is a prudent and proper exercise of the Trustee's business judgment. The Purchase Agreement was negotiated at arms-length and in

¹ The term "Goods" as used herein shall have the meaning ascribed to it under § 9-102(a)(44) of the Uniform Commercial Code.

good faith. Moreover, the sale in the manner set forth herein, subject to open bidding at Court, minimizes the costs associated with sale and with any auction.

9. The proposed sale is "AS IS, WHERE IS", subject to the conditions in the Purchase Agreement. The Trustee also requests that this Court allow the Trustee to close with a "back up" bidder in the event there are competing bids and the successful bidder fails to close.

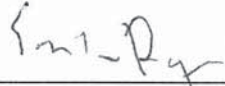
10. The Trustee submits that the Purchase Agreement was negotiated at arm's length and in good faith, and that the Purchase Price is reasonable and represents fair value. As such, the Trustee requests that Oak Point be deemed a good faith purchaser pursuant to 11 U.S.C. § 363(m).

WHEREFORE, your Trustee prays:

- A. That this Court grant the Motion;
- B. That this Court hold a hearing at which time it accepts bids consistent with the Motion;
- C. That this Court approve the sale of the Remnant Assets to Oak Point or such other person(s) that is the highest bidder at a Court auction.

RAYMAN & KNIGHT
Attorneys for Trustee

Dated: September 4, 2018

By: 

Steven L. Rayman (P30882)

BUSINESS ADDRESS:
141 East Michigan Avenue, Suite 301
Kalamazoo, MI 49007
Telephone: (269) 345-5156



ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of August __, 2018, is by and between **THOMAS A. BRUINSMA, not individually, but solely as chapter 7 trustee** (“Trustee” or “Seller”) of the **FUEL SYSTEMS, INC.** (“Debtor”) **BANKRUPTCY ESTATE** (“Estate”) and **OAK POINT PARTNERS, LLC** (“Purchaser”).

WITNESSETH:

WHEREAS, on April 16, 2009, the Debtor filed a voluntary petition for relief under chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Michigan (“Court”), assigned Case No. 09-04536; and

WHEREAS, on or about April 17, 2009, the Trustee was appointed as chapter 7 trustee of the Debtor’s Estate; and

WHEREAS, after an earlier closure of the Debtor’s bankruptcy case and discharge of the Trustee, the bankruptcy case was reopened on or about June 1, 2017, and the Trustee’s power and duties under the Bankruptcy Code were reinstated; and

WHEREAS, at the time of the execution of this Agreement and continuing into the future, there may be property of the Estate remaining, consisting of known or unknown assets or claims which have not been previously sold, assigned, or transferred (collectively, “Remnant Assets”); and

WHEREAS, Remnant Assets specifically **exclude**: (a) cash held by the Trustee and on deposit in the Trustee’s fiduciary bank account at the time of this Agreement (b) any and all Goods¹ (e.g., office furniture) of the Debtor; and (c) the Purchase Price (as hereinafter defined) to be delivered pursuant hereto; and

WHEREAS, subject to Court approval, Seller has the power and authority to sell and assign all right, title and interest in and to the Remnant Assets to Purchaser, including, but not limited to the proceeds thereof.

NOW THEREFORE, in consideration of the promises and mutual undertakings herein contained, Seller and Purchaser agree as follows:

1. **Purchase Price.** The Purchase Price shall be good funds in the amount of Five Thousand and No/100 Dollars (\$5,000.00) payable within three (3) business days of receipt by Purchaser of this executed Agreement and the entry of a non-appealable Order of the Court approving this Agreement.
2. **Assignment of Remnant Assets.** Seller hereby irrevocably and unconditionally sells, assigns, transfers and conveys, subject only to the limited representations and warranties of paragraph 5 herein, to Purchaser all of the Seller’s right, title and interest under, in and to the Remnant Assets, as well as any and all claims and rights related to the Remnant Assets, including, without limitation, all cash, securities, instruments and other property that may be paid or issued in conjunction with the Remnant Assets and all amounts, interest, and costs due under the Remnant Assets.
3. **Authority to Sell.** Subject to Court approval, the sale of the Remnant Assets by the Seller is made pursuant to the authority vested in the Seller.

¹ The term “Goods” as used herein shall have the meaning ascribed to it under § 9-102(a)(44) of the Uniform Commercial Code.

4. **Payments Received on Remnant Assets.** Seller further agrees that any payments received by Seller on account of any Remnant Assets after date of the order approving this sale shall constitute property of the Purchaser to which the Purchaser has an absolute right, and that Seller will promptly deliver such payment to Purchaser at Purchaser's address set forth below. Seller agrees to use reasonable efforts to forward to Purchaser notices received with respect to any Remnant Assets.

5. **Seller's Representations and Warranties.** In consideration of Purchaser's agreements herein and to induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that Seller has full lawful right, title, power and authority to enter into this Agreement subject to applicable law and to convey Seller's interest to Purchaser in the Remnant Assets as is set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SELLER SELLS, ASSIGNS, AND TRANSFERS THE REMNANT ASSETS TO THE PURCHASER "AS IS, WHERE IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW.

6. **Free and Clear Sale.** The sale of Remnant Assets shall be free and clear of any liens, claims, or encumbrances pursuant to 11 U.S.C. § 363(f).

7. **No Assumption of Liabilities.** Notwithstanding any other provision of this Agreement, the parties agree that Purchaser is acquiring only the Remnant Assets and rights and interests related thereto, and that Purchaser is not acquiring or assuming, nor shall it be deemed to have acquired or assumed, any liabilities or obligations of Seller or its affiliates of any kind or nature, whatsoever, whether arising out of, or in connection with, the Remnant Assets, except as may otherwise expressly be provided herein.

8. **Documents of Assignment.** The parties agree that Purchaser has provided Seller with three sets of documents of assignment to evidence and effectuate the transfer contemplated by this Agreement, which Seller shall execute and deliver to Purchaser at the time of closing of the sale. Thereafter, from time to time upon request from Purchaser but not after his discharge as Trustee in this case, Seller shall execute and deliver to Purchaser such additional documents reasonably requested by Purchaser to evidence and effectuate the transfer contemplated by this Agreement in a form reasonably acceptable to the parties hereto. However, Purchaser shall reimburse Seller and/or his counsel for their reasonable costs as allowed by law associated with such compliance. Seller's obligation to provide additional documents to Purchaser shall be limited to those documents in his possession and control, as provided by Purchaser, and shall terminate upon the Trustee's discharge in this case.

9. **Limited Power of Attorney.** Solely with respect to the Remnant Assets, and to the extent permitted by law, Seller hereby irrevocably appoints Purchaser as its true and lawful attorney and authorizes Purchaser to act in Seller's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Remnant Assets herein assigned. Seller grants unto Purchaser such authority as allowed by law and his duties as Trustee to do all things necessary to enforce the Remnant Assets and its rights thereunder pursuant to this Agreement.

10. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between Seller and the Purchaser and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. This Agreement may not be amended or in any manner modified unless such amendment or modification is in writing and signed by both parties.

11. **Benefits and Binding Effect.** All provisions contained in this Agreement or any document referred to herein or relating hereto shall inure to the benefit of and shall be binding upon the respective successors and assigns of Seller and the Purchaser.

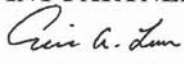
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to choice of law principles of the State of Michigan.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument, and copies or facsimiles of execution signatures shall be equivalent to original signatures.

14. **Subject to Approval of Court.** This Agreement is subject to Bankruptcy Court approval via Motion and Order providing for an auction in open Court with competitive bidding.

THIS AGREEMENT has been duly executed as of the day and year first above written.

OAK POINT PARTNERS, LLC

By: 
Name: ERIC LINN
Its: President

Address (for regular mail and mail forwarding): PO Box 1033, Northbrook, IL 60065-1033
Address (for overnight delivery): 5215 Old Orchard Road, Suite 965, Skokie, IL 60077
tel (847) 577-1269 fax (847) 655-2746

FUEL SYSTEMS, INC. BANKRUPTCY ESTATE

By: _____
Name: THOMAS A. BRUINSMA
Its: Chapter 7 Trustee

Address: 6812 Old 28th St. SE, Ste. E, Grand Rapids, MI 49546
tel (616) 975-2010

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FUEL SYSTEMS, INC. BANKRUPTCY ESTATE
WESTERN DISTRICT MICHIGAN BG 09-04536

By: Thomas A. Bruinsma, Trustee

Name: THOMAS A. BRUINSMA

Its: Chapter 7 Trustee, AND NOT
Individually.

Address: 6812 Old 28th St. SE, Ste. E, Grand Rapids, MI 49546

tel (616) 975-2010