

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

FUSE 10, LLC,

Plaintiff,

v.

CEDARS LODGE & SPA, L.L.C. and
719NOMAIN LLC,

Defendants.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
26CV001244-440

**PLAINTIFF'S MOTION FOR
APPOINTMENT OF RECEIVER**

Plaintiff Fuse 10, LLC (“**Lender**” or “**Plaintiff**”), hereby moves the Court (the “**Motion**”), pursuant to the North Carolina Commercial Receivership Act (N.C. Gen. Stat. § 1-507.20 *et. seq.*), the equitable power of the Court, and the loan documents executed and delivered to the Lender in connection with the Loan (as defined in the Verified Complaint), for the entry of an Order appointing a receiver over Defendants Cedars Lodge & Spa, L.L.C. (“**Cedars**”) and 719NOMAIN LLC (“**719NOMAIN**”, and collectively with Cedars, “**Defendants**”).

The Motion is supported by the Verified Complaint filed in this action, the Affidavit of Brian Gribble, Manager of The Liberty Solution, LLC (the proposed receiver) attached hereto as **Exhibit 1** and made a part hereof, as well as the brief in support which is filed contemporaneously. Good cause exists to grant the Motion for the reasons set forth in the Verified Complaint and Plaintiff’s brief.

N.C. Gen. Stat. § 1-507.24(h) states that a receiver can be appointed upon motion “with 10 days’ notice to the debtor, all other parties to the action, any judgment creditor who is seeking the appointment of a receiver in any other action,

and other parties in interest and other persons as the court may require.” The only relief sought in this case is the appointment of a receiver. Plaintiff provided notice of the complaint and Lender’s intention to seek the appointment of a receiver to counsel for Defendants, junior secured lenders, and counsel for the general contractor and certain subcontractors who had filed lien claims. That notice was provided on 29 May 2026 by copying all of the respective counsel on the email designating notice to the Business Court and providing them with a copy of the complaint seeking appointment of a receiver. The undersigned has also consulted with those counsel in accordance with BCR 7.3 and, as of the date of filing of this Motion, has not heard from any party or party in interest that they intend to oppose or file a response to Lender’s request for appointment of a receiver. (Baker Concrete, a subcontractor who filed a lien claim, has informed the undersigned that it does not intend to oppose the motion. The undersigned has not heard back from other parties regarding their official positions). Lender is unaware of any judgment creditor who is seeking the appointment of a receiver in another action.

Lender respectfully requests that the Court enter a scheduling order setting a deadline for any party or parties in interest to file a response to the Motion and a date for a hearing on the Motion as quickly as possible following the statutory ten day notice period (should the Court believe that a hearing is necessary).

WHEREFORE, Plaintiff respectfully requests that the Court enter an Order:

1. Appointing The Liberty Solution, LLC as general receiver of Defendants with all powers of a receiver listed in N.C. Gen. Stat. § 1-507.28;

2. Ordering Defendants, their officers, agents, and affiliates, any person or entity in possession, custody or control of any assets of the Defendants, or any person or entity owing any amounts which are or hereafter become due and payable to Defendants, to immediately turn over to the receiver all property, accounts, books, records, and assets of every kind and nature belonging to it (including all electronic records) for the receiver's review and exclusive control and management;

3. Authorizing The Liberty Solution, LLC as general receiver to maintain control of Defendants and their property, and to take all other necessary acts of a general receiver, as permitted by applicable law or as ordered by this Court, including pursuing any applicable claims or causes of action; and

4. Granting Plaintiff such other relief as the Court deems proper.

This the 3rd day of June, 2026.

/s/ William L. Esser IV
William L. Esser IV, N.C. Bar No. 29201
Parker Poe Adams & Bernstein LLP
620 South Tryon Street, Suite 800
Charlotte, North Carolina 28202
willesser@parkerpoe.com
Telephone: (704) 372-9000
Facsimile: (704) 334-4706
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing ***Plaintiff's Motion for Appointment of Receiver*** (including the attached Affidavit) was served upon the following parties or parties in interest via electronic mail as follows:

Paul Fanning
Ward & Smith
PAF@wardandsmith.com
Counsel for Defendants

Ryan Beaver
Bradley
rbeaver@bradley.com
Counsel for Turner Construction Company

Todd A. Jones
Haynsworth Sinkler Boyd
tjones@hsblawfirm.com
Counsel for Baker Concrete

Matt Weiner
Poyner Spruill
mweiner@poynerspruill.com
Counsel for Cedars Lodge and Spa EB-5 Funding, LLC

David Hilton
Hilton Silvers & McClanahan, PLLC
David@HSMlawyers.com
Counsel for RGC Rick Gilchrist Co., Inc.

Eugene Rash
Smith Currie Oles LLP
gfrash@smithcurrie.com
Counsel for Power Design, Inc.

This the 3rd day of June, 2026.

/s/ William L. Esser IV
William L. Esser IV, N.C. Bar No. 29201
Parker Poe Adams & Bernstein LLP
620 South Tryon Street, Suite 800
Charlotte, North Carolina 28202
willesser@parkerpoe.com
Telephone: (704) 372-9000
Facsimile: (704) 334-4706
Attorneys for Plaintiff