STATE OF NORTH CAROLINA

COUNTY OF IREDELL

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO: 26CV004034-480

AMR RACING, LLC, Plaintiff (Claimant), v. **SIGMA PERFOMANCE SERVICES, LLC** Defendant (Respondent).	**APPLICATION FOR JUDICIAL RELIEF** **Pursuant NGGS 1-569.5** **MOTION FOR PROVISIONAL RELIEF** **Pursuant to NCGS 1-569.8(a)**

NOW COMES the Plaintiff/Claimant, AM RACING, LLC ("AMR"), by and through undersigned counsel, and pursuant to N.C.G.S. §1-569.1 *et seq.*, N.C.G.S. § 1-485 *et seq.* and N. C. Rule of Civil Pro., Rule 65, complaining of the Defendant/Respondent, SIGMA PERFORMANCE SERVICES, LLC ("SPS") and who moves the Court to provide a provisional remedy in the form of injunctions to Plaintiff/Claimant to protect the effectiveness of pending arbitration by issuing a prohibitive preliminary injunction and a mandatory preliminary injunction securing and safeguarding personal property in the possession of Defendant/Respondent. In support of this Motion, AMR shows the Court the following:

1. On or about October 6, 2025, the Parties entered into a written agreement titled, "Asset Purchase of AM Racing, LLC – BINDING TERM SHET" ("Contract") in connection with the potential sale of AMR assets to SPS.

2. The Contract contains a provision, contained on page 5, requiring that all claims or disputes arising out of the Agreement between the parties be submitted for resolution by binding arbitration. The Agreement contains the following language in paragraph 13: