### UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ALABAMA

In re:		) CASE NO. 15-02075	
BIRMINGHAM COA COMPANY, INC., ET AI	L &	COKE	CHAPTER 11
Debtors.			) JUDGE TAMARA O. MITCHELL

## FOURTH INTERIM ORDER ON MOTION TO APPROVE ADEQUATE PROTECTION AGREEMENT WITH REGIONS BANK

THIS CAUSE came before the Court for hearing at 11:00 AM on March 7, 1016 (the "**Fourth Interim Hearing**"), to consider the Motion to Approve Adequate Protection Agreement, [Docket No. 150] (the "**Motion**") initially filed on July 17th by Birmingham Coal & Coke Company, Inc., an Alabama corporation ("**BCC**"), Cahaba Contracting and Reclamation, L.L.C., an Alabama limited liability company ("**CCR**"), RAC Mining, LLC, an Alabama limited liability company ("**RAC**"), debtors and debtors-in-possession (collectively, the "**Debtors**"), pursuant to sections 105, 361 and 362 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 2002, and 4001, of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

Pursuant to the **Motion**, the Debtors seek interim approval to pay adequate protection to Regions (as defined hereinbelow) as to the equipment which constitutes collateral of Regions ("Regions Equipment Collateral"). The Debtors and Regions are subject to this Court's four prior interim cash collateral orders. In those orders, the Debtors and Regions acknowledged that a separate order might be entered as to adequate protection for the Regions Equipment Collateral. The **Motion** was filed for this purpose.

At the Fourth Interim Hearing, the parties advised the Court that they had reached an interim agreement for adequate protection and requested that a final hearing be scheduled for May

#### Case 15-02075-TOM11 Doc 551 Filed 03/11/16 Entered 03/11/16 15:08:08 Desc Main Document Page 1 of 14

2,, 2016, the date of the final hearing on cash collateral. This order provides the terms for the interim agreement.

The Debtors having requested in the Motion to approve the payment of adequate protection to Regions as to Regions Equipment Collateral; and upon finding that notice of the Interim Hearing was given, where possible, to: (a) United States Bankruptcy Administrator; (b) the Debtors' material prepetition and post-petition secured lenders or any agent therefor; (c) the holders of the 30 largest unsecured claims on a consolidated basis; (d) state and local taxing and regulatory authorities; (e) the Internal Revenue Service; (f) all parties known by the Debtors claiming to have liens on or security interests in any of the Debtors' property; (h) counsel for the Official Unsecured Creditors Committee, and (i) all parties in interest who have requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"), in accordance with Bankruptcy Rules 2002, and 4001(b), (c) and (d); and upon finding that this Court has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157(b) and 1334; and upon finding that venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Interim Hearing to consider the Motion having been held and concluded; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved or overruled by the Court; and it appearing to the Court that granting the relief is fair and reasonable and in the best interest of the Debtors, their estates, and their creditors and equity holders, and is essential for the continued operation of the Debtors' businesses; and after due deliberation and consideration, and good and sufficient cause appearing therefor, it is hereby found:

A. <u>Petition Date</u>. On May 27, 2015 (the "**Petition Date**"), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Alabama (the "**Court**"), thereby commencing these Cases.

#### Case 15-02075-TOM11 Doc 551 Filed 03/11/16 Entered 03/11/16 15:08:08 Desc Main Document Page 2 of 14

B. <u>Debtors In Possession</u>. Each of the Debtors is continuing in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code, and no trustee or examiner has been appointed in these Cases. The Debtors operate four coal mines, employing in excess of 140 individuals.

C. <u>*Committee*</u>. An official committee of unsecured creditors (the "**Committee**") has been appointed in these cases, with one Committee for all three cases.

D. *Jurisdiction*. This Court has core jurisdiction over the Cases, this Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334.

E. <u>Notice</u>. Notice of the Motion, the relief requested in the Motion, and the Third Interim Hearing was served by the Debtors on the Notice Parties. The notice given by the Debtors of the Motion, the relief requested in the Motion, and the Third Interim Hearing: (i) was, in the Debtors' good faith belief, the best available under the circumstances; (ii) constitutes due and sufficient notice thereof; and (iii) complies with Bankruptcy Rules 4001(b) and 4001(c). No further notice of the relief sought at the Interim Hearing is necessary or required.

F. <u>Prepetition Secured Debt</u>. Subject to the provisions of this <u>Fourth Interim Order</u>, the Debtors admit they have the following prepetition secured obligations (as set forth more fully in the Motion):

Prior to the Petition Date, Debtors are all obligated, either as Borrower or Co-Borrower or as Guarantors, to Regions for the following facilities:

- i. BCC/CCR Equipment Financing Facility Evidenced by: Master Agreement dated June 27, 2012, among BCC, CCR, REFCO and RECF (the "<u>Master</u>. <u>Agreement</u>"), as amended, supplemented and/or modified by the following:
  - (a) Addendum No. 1 dated June 27, 2012 to Master Agreement dated June 27, 2012 by and among BCC, CCR, REFCO and RCEF

#### Case 15-02075-TOM11 Doc 551 Filed 03/11/16 Entered 03/11/16 15:08:08 Desc Main Document Page 3 of 14

- (b) First Amendment to Master Agreement and Schedules dated December 20, 2012 by BCC, CCR, REFCO and RCEF and Regions Bank, together with Agreement and Consent of Guarantors dated December 20, 2012 by RAC and CanAm Coal Corporation, a Canadian corporation ("CanAm")
- (c) Addendum No. 2 dated April 18, 2014 to Master Agreement dated June 27, 2012 by and among BCC, CCR, REFCO and RCEF
- (d) Second Amendment to Master Agreement and Schedules dated April 18, 2014 by BCC, CCR, REFCO, RCEF and Regions Bank, together with Agreement and Consent of Guarantors dated April 18, 2014 by RAC and CanAm.
- (e) Equipment Finance Schedule No. EFA-8, dated April 18, 2014 to Master Agreement dated June 27, 2012 by BCC and CCR and RCEF
- (f) Equipment Finance Schedule No. EFA-9 dated April 18, 2014 to Master Agreement dated June 27, 2012 between BCC, CCR and RCEF
- (g) Third Amendment to Master Agreement and Schedules dated November 6, 2014 by BCC, CCR, REFCO, RCEF and Regions Bank, together with Agreement and Consent of Guarantors dated November 6, 2014 by RAC and CanAm.
- (h) Fourth Amendment to Master Agreement and Schedules dated November 28, 2014 by BCC, CCR, REFCO, RCEF and Regions Bank, together with Agreement and Consent of Guarantors dated November 28, 2014 by RAC and CanAm.
- ii. \$3,500,000 BCC/CCR Revolver Evidenced by:
  - (a) Master Note dated December 20, 2012 in the stated principal amount of \$2,500,000.00 from BCC and CCR in favor of Regions Bank.
  - (b) Note Modification Agreement dated September 20, 2013 (evidencing increase to \$3,500,000.00) by BCC, CCR and Regions Bank, together with Agreement and Consent of Guarantor dated September 20, 2013 by RAC and CanAm.
  - (c) Second Note Modification dated April 18, 2014 by BCC, CCR and Regions Bank, together with Amendment and Consent of Guarantor dated April 18, 2014 by RAC and CanAm.
  - (d) Third Note Modification dated September 29, 2014 by RAC and Regions Bank, together with Agreement and Consent of Guarantor dated September 29, 2014 by BCC, CCR and CanAm. Fourth Note Modification dated November 6, 2014 by RAC in favor of

Regions Bank, together with Agreement and Consent of Guarantors dated November 6, 2014 by BCC and CCR and CanAm.

- iii. \$1,500,000 BCC/CCR Bridge Loan Evidenced by:
  - (a) Promissory Note dated November 28, 2014 in the stated principal amount of \$1,500,000.00 by BCC and CCR in favor of Regions Bank.
- iv. \$500,000 RAC Revolving Loan Evidenced by:
  - (a) Master Note dated December 20, 2012 in the stated principal amount of \$500,000.00 from RAC to the order of Regions Bank.
  - (b) Note Modification Agreement dated September 20, 2013 by RAC and Regions Bank, together with agreement and consent of Guarantors dated September 20, 2013 by BCC, CCR and CanAm
  - (c) Second Note Modification dated April 18, 2014 by RAC and Regions Bank, together with agreement and consent of Guarantors dated April 18, 2014 by BCC, CCR and CanAm.
  - (d) Third Note Modification dated September 29, 2014 by RAC and Regions Bank, together with Agreement and Consent of Guarantor dated September 29, 2014 by BCC, CCR and CanAm.
  - (e) Fourth Note Modification dated November 6, 2014 by RAC in favor of Regions Bank, together with Agreement and Consent of Guarantors dated November 6, 2014 by BCC and CCR and CanAm
- v. Obligations of each Debtor have been guaranteed pursuant to the following:
  - (a) Continuing Guaranty Agreement dated June 27, 2012 from RAC to REFCO and RCEF with respect to BCC and CCR Obligations under the Master Agreement, as amended by First Amendment to Continuing Guaranty Agreement dated December 20, 2012 by RAC in favor of REFCO, RCEF and Regions Bank.
  - (b) Guaranty Agreement dated December 20, 2012 by BCC in favor of Regions Bank with respect to RAC obligations.
  - (c) Guaranty Agreement dated December 20, 2012 by CCR in favor of Regions Bank with respect to RAC obligations.
- vi. Obligations of each Debtor to REFCO, RCEF and Regions Bank are secured by the following:
  - (a) All Equipment of BCC and CCR pursuant to Master Agreement (including but not limited to Schedules 8 and 9 thereto).
  - (b) All Equipment, Accounts, Inventory of BCC and CCR pursuant to Security Agreement (accounts, inventory and equipment) dated

Case 15-02075-TOM11

Doc 551 Filed 03/11/16 Entered 03/11/16 15:08:08 Desc Main Document Page 5 of 14 December 20, 2012 by BCC and CCR in favor of Regions Bank, REFCO and RCEF.

- (c) All Equipment of RAC pursuant to pledge incorporated into Continuing Guaranty Agreement dated June 27, 2012 from RAC to REFCO and RCEF with respect to BCC and CCR Obligations under the Master Agreement, as amended by First Amendment to Continuing Guaranty Agreement dated December 20, 2012 by RAC in favor of REFCO, RCEF and Regions Bank.
- (d) All Equipment, Accounts, Inventory of RAC pursuant to Security Agreement (accounts, inventory and equipment) dated December 20, 2012 by RAC in favor of Regions Bank.
- (e) Secured Promissory Note and Agreement dated June 27, 2012 from RAC to BCC and CCR pursuant to Schedule 8 to Master Agreement.

G. To secure their obligations to Regions under the Financing Documents, Debtors have granted Regions a first priority lien on and security interest in and to all of their rights, title and interests in and to the following property (the "**Prepetition Collateral**"): all of Debtors' respective Equipment, Accounts, Accounts Receivable and Inventory, including proceeds thereof; with the exception of certain equipment secured by purchase money security interests and certain certificated vehicles.

H. As of the Petition Date, the amounts due and owing to the Regions under the Financing Documents are as follows (collectively, the "**Regions Claim**"):

- 1) Aggregate unpaid principal on the Financing Documents in the amount of \$15,942,769.58;
- 2) Accrued but unpaid interest on the Financing Documents as of the Petition Date in the amount of \$62,572.49 and contractual pre-payment penalties of \$368,339.60;
- 3) Unliquidated, accrued and unpaid fees and expenses of Regions and its professionals incurred through the Petition Date, which amounts shall be reimbursed to Regions through the Budget.
- 4) In addition to the above amounts there 3 unfunded Letters of Credit outstanding as follows:

(i) 301,935.50(ii) 1,429,793.00(iii) 37,374.35

Case 15-02075-TOM11 Doc 551 Filed 03/11/16 Entered 03/11/16 15:08:08 Desc Main Document Page 6 of 14 I. Findings Regarding the Need for Adequate Protection.

i. The Debtors have requested the use of Regions' Equipment Collateral. Regions does not consent to the use of such collateral except upon the terms and conditions of this **Fourth Interim Order**.

ii. The Debtors wish to provide adequate protection of the liens and security interests of Regions as set forth in this **Fourth Interim Order**.

iii. The Debtors acknowledge and agree that: (i) the Regions Claims are valid, binding and allowed claims against the Debtors' estates; (ii) the Regions Claims are secured by valid, enforceable, duly perfected, first priority liens on and security interests in the Prepetition Collateral (excluding certain Purchase Money Security Interests, and certain certificated vehicles); and (iii) neither the Regions Claims nor the liens or security interests securing the Regions Claims are subject to avoidance, equitable subordination, or surcharge pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

#### IT IS HEREBY ORDERED, as follows:

1. **Objections Overruled**. All objections to the entry of this **Fourth Interim Order** are hereby overruled to the extent they have not otherwise been resolved or withdrawn.

#### 2. <u>Adequate Protection</u>.

(a) <u>Adequate Protection Provided to Regions</u>. Regions is entitled to receive adequate protection on account of its interests the Regions Equipment Collateral pursuant to Section 362 of the Bankruptcy Code.

#### Case 15-02075-TOM11 Doc 551 Filed 03/11/16 Entered 03/11/16 15:08:08 Desc Main Document Page 7 of 14

(b) The Debtor shall remit weekly payments of Fifty Thousand Dollars (\$50,000.00) commencing March 11, 2016, and shall be made every Friday thereafter until, and including April 29, 2016, for a total of 8 weekly payments and a total of \$400,000.00. , Said payments shall be applied to principal by Regions on the Equipment Debt.

3. **Deemed Request for Stay Relief**. This **Fourth Interim Order** shall be deemed to constitute a request by Regions for relief from the automatic stay with respect to the Regions Equipment Collateral and for adequate protection for the use of such collateral as of the Petition Date.

4. <u>Modification of Automatic Stay</u>. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this <u>Fourth Interim Order</u>.

5. <u>Sale of Excess Equipment.</u> On or before March 18, 2016, the Debtors shall file with the Court a motion, pursuant to Section 363 of the Bankruptcy Code, to sell, by a public auction conducted by Ritchie Brothers Auctioneers, or some other auction company suitable to Regions, the Debtor's excess equipment (the "Excess Equipment") described on Exhibit A hereto, with such Auction to occur not later than May 7, 2016, or other such date set by the Court, with the net proceeds of the Auction to be distributed pursuant to further Orders of the Court.

6. **Insurance**. Debtors shall insure their property and the Regions Equipment Collateral against all risks to which it is exposed, including loss, damage, fire, theft and all other such risks, in an amount not less than the fair market value of such collateral, with such companies, under such policies and in such form as is appropriate for a business of a type similar to the Debtors using sound business judgment, and shall name Regions as loss payee on such policies, either as first loss payee, or as additional loss payee, depending upon the priority of Regions' lien on such property.

7. <u>Maintenance of Collateral</u>. Subject to the provisions of Paragraph 2(b)(iv) of the Fourth Interim Order for use cash collateral [Doc.120], Debtors shall maintain the Regions

#### Case 15-02075-TOM11 Doc 551 Filed 03/11/16 Entered 03/11/16 15:08:08 Desc Main Document Page 8 of 14

Collateral in good working order and shall perform all routine maintenance in accordance with the manufacturer's recommended maintenance schedule. Except for the Komatsu PC1800 (the "H KENT") Debtors shall not remove any parts whose estimated value exceeds \$10,000 from Equipment that is part of the Regions Collateral and use such parts on any other Equipment, whether or not such Equipment is part of Regions Collateral, without the prior consent of Regions, which consent should not be unreasonably withheld. The Debtors shall provide Regions with a written report detailing any parts, including a description of the unit from which it was removed, and to the unit to which it was incorporated, and Debtor will further provide confirmation when the removed part has been replaced in the unit from which it was removed. Debtor will also make the Regions Collateral available for periodic inspections by Regions, or its agents, during normal business hours, and with at least two business days' notice of such inspection. Closing of Lines of Credit. The Debtor's Revolving Lines of Credit, as described above, shall be frozen and no further advances shall be made thereunder. However, the Letter of Credit facilities extended under said Revolving Lines of Credit may be extended by agreement of the parties, and as authorized by the Court.

8. <u>Failure of Adequate Protection</u>. The terms and conditions of this Fourth Interim Order are intended to provide Regions with adequate protection for its interest in property of the Debtors. Nothing herein shall be construed as an admission by Regions that its interest in property of the Debtors, including Cash Collateral, is adequately protected.

9. <u>No Third Party Rights</u>. Except as explicitly provided for herein, this <u>Fourth</u> <u>Interim Order</u> does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

10. <u>No Deemed Control</u>. Regions shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person," "managing agent" or "owner or operator" (as such terms or any similar terms are used in the United States Comprehensive

#### Case 15-02075-TOM11 Doc 551 Filed 03/11/16 Entered 03/11/16 15:08:08 Desc Main Document Page 9 of 14

Environmental Response, Compensation and Liability Act, as amended, or any similar Federal or state statute) with respect to the operation or management of Debtors, notwithstanding its consent to this **Fourth Interim Order** and extending financial accommodations of any type, kind or nature under this **Fourth Interim Order**.

11. **<u>Rights Preserved</u>**. Other than as expressly set forth in this <u>Fourth Interim Order</u>, any other rights, claims or privileges (whether legal, equitable or otherwise) of the Debtors, any Committee appointed by this Court and Regions are preserved.

12. <u>No Waiver by Failure to Seek Relief</u>. The failure of Regions to seek relief or otherwise exercise its rights and remedies under this Fourth Interim Order, applicable prepetition claims or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of Regions, including Regions' right to assert at some later time that its liens and security interests in the Prepetition Collateral are not being adequately protected within the meaning of section 361 of the Bankruptcy Code.

13. <u>Binding Effect of Fourth Interim Order</u>. Immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this <u>Fourth Interim Order</u> shall become valid and binding upon and inure to the benefit of the Debtors and Regions, all other creditors of any of the Debtors or any Committee appointed by this Court in the Cases, and all other parties in interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in any of the Cases, any Successor Cases, or upon dismissal of any Case or Successor Case, and shall not be subject to any challenge, claw-back, or avoidance action.

14. <u>No Competing Liens</u>. Except as set forth in this <u>Fourth Interim Order</u>, the Debtors shall not grant liens on, or security interests in the Prepetition Collateral or the Post-Petition Collateral to any other party, pursuant to section 364 of the Bankruptcy Code or otherwise, that are senior to or *pari passu* with Regions without Regions' prior written consent.

#### Case 15-02075-TOM11 Doc 551 Filed 03/11/16 Entered 03/11/16 15:08:08 Desc Main Document Page 10 of 14

15. <u>Restriction on Borrowing or Sale</u>. Unless otherwise authorized by order of the Court following notice to Regions and such other parties as may be required by the Bankruptcy Code or the Court, Debtors shall not obtain any post-petition financing or sell or lease any of their assets, except in the ordinary course of business.

16. Survival. The provisions of this Fourth Interim Order and any actions taken pursuant hereto shall survive entry of any order: (a) confirming any plan of reorganization in any of the Cases; (b) converting any of the Cases to a case under chapter 7 of the Bankruptcy Code; (c) to the extent authorized by law, dismissing any of the Cases or any Successor Cases; or (d) pursuant to which this Court abstains from hearing any of the Cases or Successor Cases. The terms and provisions of this Fourth Interim Order, including the claims, liens, security interests and other protections granted to Regions pursuant to this **Fourth Interim Order**, notwithstanding the entry of any such order, shall continue in the Cases, in any Successor Cases, or following dismissal of the Cases or any Successor Cases, and shall maintain their priority as provided by this **Fourth Interim Order**. If any provision of this **Fourth Interim Order** is hereafter modified, vacated or stayed, such modification, vacation or stay shall not affect the validity or authority of the Debtors' use of Regions' Collateral under this **Fourth Interim Order** prior to such time, nor shall it affect the validity, priority or enforceability of the security interests and liens granted to Regions for such use, prior to the effective date of such modification, vacation or stay.

17. **Enforceability**. The Clerk of the Court is hereby directed to forthwith enter this **Fourth Interim Order** on the docket of this Court maintained in regard to the Cases. This **Fourth Interim Order** shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 To the extent necessary, findings of fact shall be deemed conclusions of law, and conclusions of law shall be deemed findings of fact.

#### Case 15-02075-TOM11 Doc 551 Filed 03/11/16 Entered 03/11/16 15:08:08 Desc Main Document Page 11 of 14

18. <u>Fourth Interim Order</u>. Upon execution of this <u>Fourth Interim Order</u> and pursuant to Bankruptcy Rule 4001(d), the Debtors shall serve a copy of this Fourth <u>Interim</u> <u>Order</u> by first class mail on all creditors on the Notice Parties and all other interested parties requesting notice. All interested parties are hereby given notice by service of this <u>Fourth</u> <u>Interim Order</u> of the effective date of this <u>Fourth Interim Order</u>.

19. <u>Waiver of Anv Applicable Stav</u>. Any applicable stay (including, without limitation, any stay under Bankruptcy Rule 6004(h)) is hereby waived and shall not apply to this **Fourth Interim Order**.

20. <u>Headings</u>. The headings of this Fourth Interim Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this <u>Fourth Interim Order</u>.

21. <u>Notices</u>. All notices, requests, demands, waivers and other communications required or permitted to be given under this <u>Fourth Interim Order</u> shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or (c) sent by next-day or overnight mail or delivery or (d) sent by facsimile.

i. If to the Debtors to:

Eric Hallmark Birmingham Coal & Coke Company, Inc. 912 Edenton Street Birmingham, AL 35242 ehallmark@canamcoal.com

with a copy to:

C. Ellis Brazeal III Jones Walker LLP 1819 5<sup>th</sup> Ave. N., Ste. 1100 Birmingham, AL ebrazeal@joneswalker.com

ii. If to Regions:

Regions Bank Attn: N. Ronald Downey, III 1901 6<sup>th</sup>Ave. N., 19<sup>th</sup> Floor Birmingham, AL 35203

Case 15-02075-TOM11 Doc 551 Filed 03/11/16 Entered 03/11/16 15:08:08 Desc Main Document Page 12 of 14

#### ron.downey@regions.com

with a copy to:

Joe A. Joseph, Esq. Burr & Forman, LLP 420 North 20<sup>th</sup> Street, Suite 3400 Birmingham, AL 35203 Email: jjoseph@burr.com

iii If to the Committee:

> Charles Denburg, Esq 2125 Morris Avenue Birmingham, AL 35203 cdenaburg@najjar.com

22. **Retention of Jurisdiction**. The Court has and will retain jurisdiction to enforce this Fourth Interim Order according to its terms.

23. **Final Hearing** This Court will hold a final hearing on the Motion on May 2, 2016 at

10:30 AM

## DONE THIS THE 11th DAY OF MARCH 2016, AT BIRMINGHAM, AL:

/s/ Tamara O. Mitchell UNITED STATES BANKRUPTCY JUDGE

Jointly prepared and presented by:

/s/ C. Ellis Brazeal III Counsel for the Debtors

/s/ Joe A. Joseph **Counsel for Regions** 

/s/ Marvin E. Franklin Counsel for The Official Consolidated **Unsecured Creditors Committee** 

Case 15-02075-TOM11 Doc 551 Filed 03/11/16 Entered 03/11/16 15:08:08 Desc Main Document Page 13 of 14

## **EXHIBIT A**

# **EXCESS EQUIPMENT**

Description	Co #	Serial #
Komatsu D375-5*	109	18076
Cat 980C*	R203	63X05189
Komatsu PC1800	308	11046
Komatsu PC1800	R301	11022
Drilltech D50K	404	730936
Robbins R40C	410	RC40030-25
Reed D45HP	413	1C68F52
Ingersol DM50E	R403	3147
Hitachi EH700*	501	76406
Hitachi EH700*	508	77594
Komatsu HD785	509	A10390
Komatsu HD785*	R501	A10323
Dynapac CA152	803	N/A
McPherson M30F	804	600460
Olympia Crusher	901	4Z4032
Pyle M.Mite	902	3406
Olympia 56D	904	N/A
Extec S5	906	8798
Sandvik QA440	911	1886SW12358
Pyle M.Mite	914	7801
Komatsu D32P-1	114	76036
Caterpillar D10T	119	RJG0745
Caterpillar D9L	121	14Y00435
Caterpillar D9L	122	14Y75447
Komatsu D375A-6	R101	6BS00525
Caterpillar 336D	313	W3K00975
Sandvik D50KS	411	733248
Caterpillar 420D	702	FDP25604
GEHL CTL60	810	21308522
Rain For Rent Pump	818	507611B
Rain For Rent Pump	R802	101484B

Description	Co #	Serial #
Chevy Tahoe 07*	Rolling	8365
Chevy Avalanche 11*	Rolling	5234
Mack R686ST	TU49	8783
Mack 1986 R Model	T15	3342
Ftlinr	RT42	1FJ4
INTL F2275	T16	F2275
Ford Super*	PU01	7018
GMC Sierra	RPU33	6946
Ford 250	PU17	7268
Ford 250	PU10	3495
Toyota Tundra	RPU30	0227
Chevy 1500	PU13	6171
Chevy 2500	PU06	2875
Chevy 3500	PU08	0142
Chevy 3500	PU09	9990
Ford F350	PU18	3039
Ford F800	T33	7265
GMC TopKick	T32	0323
Ford Super	T35	9812
Ford F550	T37	2972