

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
MIDLAND/ODESSA DIVISION

In Re:	§	
	§	
DRM SALES & SUPPLY, LLC,	§	LEAD CASE No. 16-70028
	§	
DRM RENTAL PROPERTIES, LLC	§	SECOND CASE NO. 16-70029
	§	
Jointly Administered Debtors.	§	CHAPTER 11
	§	(Jointly Administered Under
	§	Case No. 16-70028)

**MOTION FOR AUTHORITY TO SELL PERSONAL PROPERTY OF THE ESTATE  
FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER  
INTERESTS, AND REQUEST FOR WAIVER OF THE 14 DAY STAY PROVIDED FOR  
UNDER BANKRUPTCY RULE 6004(h)**

**This pleading requests relief that may be adverse to your interests.**

**If no timely response is filed within 14 days from the date of service, the relief requested herein may be granted without a hearing being held.**

**A timely filed response is necessary for a hearing to be held.**

TO THE HONORABLE RONALD B. KING, U. S. Bankruptcy Judge:

NOW COMES, DRM Sales & Supply, LLC, (the "Debtor"), the Debtor in the above-referenced bankruptcy case, and files this its Motion For Authority To Sell Personal Property Free and Clear of Liens, Claims, Encumbrances, and other Interests pursuant to the provisions of 11 U.S.C Sections 363(b) and 363(f) and in accordance with Bankruptcy Rules of Procedure 6004(c), requests that the 14-day stay provided for under Bankruptcy Rule 6004(h) be waived ("Motion"), and in support of such Motion would respectfully show the Court as follows:

**I.**  
**Jurisdiction and Venue**

1. This Court has jurisdiction over the subject matter of the Motion pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of this Motion is a core proceeding under 28 U.S.C. § 157(b)(2)(A) and (O). The relief requested in this Motion is sought pursuant to 11 U.S.C. § 363.

2. This Court has authority to approve this Motion pursuant to 11 U.S.C. § 363(f) and Bankruptcy Rules 2002 and 6004.

**II.**  
**Factual Background**

3. The Debtor filed its petition for relief under Chapter 11 of the Bankruptcy Code on February 26, 2016.

4. The Debtor has the rights, powers and duties of a debtor in possession and continues to operate its business pursuant to Section 1107 of the Bankruptcy Code.

5. The Debtor's business consists of buying and distributing steel casing pipe, tubing, and other such supplies used in the drilling operations of oil rigs engaged in the exploration for oil and gas throughout the United States.

6. Unfortunately, the oil and gas industry continues to experience one of the greatest downturns in the price of oil which has a direct impact on the Debtor's business. The Debtor has determined that based on the current economic condition affecting the oil and gas industry and the Debtor's business operations, it is in the best interests of the Debtor, its bankruptcy estate, and its creditors to liquidate its assets to generate funds to make payments to creditors.

7. To accomplish the liquidation of its assets, the Debtor, contemporaneously with this Motion, has filed a motion seeking to employ the PPL Group, LLC ("PPL Group") to prepare, Motion For Authority To Sell Personal Property  
Free and Clear of Liens - Page 2

market, and conduct an auction of the Debtor's assets to acquire the greatest value for the Debtor's assets.

### **III. Relief Requested**

8. The Debtor owns various pieces of equipment and machinery it uses in its business operations. This equipment and machinery includes front loaders, fork lifts, welder equipment, pipe racks, and pipe cat walks. The Debtor also owns office furniture and equipment which will be included with the auction. The equipment, machinery, office furniture, and office equipment (the "Estate Assets") are more fully described in Exhibit "A" which is attached to the Auction Agreement between the Debtor and the PPL Group.

9. The Debtor will also include in the auction any vehicles not previously sold in accordance with the Debtor's Motion for Authority to Sell Personal Property of the Estate or turned over to Community National Bank in accordance with the Global Settlement and Liquidation Agreement (the "Vehicles").

10. DRM Transportation Services, LLC ("DRM Transportation"), an affiliate of the Debtor, will likewise place trucks, tractors, trailers, and other machinery and equipment into the auction. DRM Transportation's trucks, tractors, trailers, and other machinery and equipment ("DRM Transportation Assets") are more fully described in Exhibit "A" which is attached to the Auction agreement between the Debtor, including DRM Transportation, and the PPL Group.

11. A copy of the Auction Agreement between the Debtors, DRM Transportation, and the PPL Group is attached to this Motion as **Exhibit 1**.

12. Under the Auction Agreement, the PPL Group shall conduct an auction live and

online wherein the Estate Assets, Vehicles, and DRM Transportation Assets will be sold (the "Auction"). The Auction will occur within forty-five (45) days from the entry of an order approving this Motion. Upon entry of the order approving this Motion and the motion to employ the PPL Group, the PPL Group will advance \$500,000 in projected sales proceeds to the Debtor for the Debtor's use either with the Global Settlement and Liquidation Agreement or under any proposed plan.

13. As compensation for the PPL Group's services, the PPL Group shall be entitled to a 15% Buyer's Premium charged to on-site buyers and an 18% Buyer's Premium charged to online buyers (with 15% retained by the PPL Group and 3% retained exclusively by the host of the online auction service provider). The PPL Group will not earn a commission charged against the Debtor's bankruptcy estate, and the Debtor will retain 100% of the sales proceeds less the \$500,000 advance and expenses of \$60,000 for preparing, marketing, and conducting the auction plus up to \$15,000 in actual expenses for the replacement of truck, vehicle, and machinery batteries and the removal of decals from the Estate Assets, Vehicles, and Transportation Assets.

14. The Debtor believes the terms of the Auction are reasonable based on the fact that the Debtor will retain 100% of the sales proceeds less the expenses described in paragraph 13. The Debtor believes that based on the PPL Group's skill and reputation it should be able to maximize the value of the Estate Assets, Vehicles, and Transportation Assets so as to raise the most funds available to distribute to creditors under a confirmed plan. Therefore, the Debtor believes the sale of the Estate Assets, Vehicles, and Transportation Assets through the Auction to be in the best interests of the Debtor, its bankruptcy estate, and its creditors. Therefore, the Debtors believe the Motion should be approved by the Court.

15. Pursuant to the provisions of 11 U.S.C. Section 363(b) and (f) as well as the provisions of Bankruptcy Rule of Procedure 6004(c) the Debtor and DRM Transportation desire to sell the Estate Assets, Vehicles, and Transportation Assets described in this Motion free and clear of any and all interest, liens, claims, and encumbrances (if any) with any and all interest, liens, claims, and encumbrances (if any) against such Estate Assets, Vehicles, and Transportation Assets to attach to the proceeds and to be distributed to lien holder in accordance with the orders of the Bankruptcy Court.

16. Accordingly, the Debtor and DRM Transportation seek to sell the Estate Assets, Vehicles, and the Transportation Assets free and clear of any and all interest, liens, claims and encumbrances (if any) with the Debtor and DRM Transportation retaining the proceeds from the sale, or, to the extent another party proves that it has an interest, lien, claim or encumbrance against the Estate Assets, Vehicles, or DRM Transportation Assets, with the interest, lien, claim or encumbrance attaching to the proceeds and distributed in accordance with the orders of the Bankruptcy Court.

#### **IV. Grounds for Expedited Consideration**

17. The Debtor and DRM Rental Properties, LLC (collectively, the “Debtors”) will be filing an amended plan and disclosure statement wherein the Debtors will be orderly liquidating their assets and distributing the proceeds to their creditors pursuant to the plan and the priorities of the Bankruptcy Code. The hiring of the PPL Group and the holding of the Auction contemplated in this Motion are a vital part of the Debtors’ plan. A hearing on the Debtors’ disclosure statement is set for August 18, 2016. Presuming the disclosure statement is approved by the Court, the Debtors can seek confirmation of their plan in September. The Debtors seek to have this Motion heard on an expedited

basis so that the Auction can occur on or before October 15, 2016 such that proceeds from the sale of the assets described herein can be distributed in accordance with the plan on the projected effective date of the plan.

18. The Debtor believes fourteen days' notice is sufficient notice under these circumstances to provide creditors and parties in interest. Accordingly, the Debtor seeks expedited consideration of the Motion on fourteen (14) days' notice with a hearing to be held on August 30, 2016 if an objection is filed.

WHEREFORE, PREMISES CONSIDERED, the Debtor prays that the Court determine that adequate notice and opportunity for hearing of this Motion has been given to creditors and parties in interest in this bankruptcy case, and that after considering the merits of such Motion, the Court, in the event no objection is timely filed, enter an order without the necessity of a hearing granting the Debtor authority to sell the Estate Assets, Vehicles, and Transportation Assets described herein free and clear of any and all liens (if any) with the proceeds to be retained by the Debtor, and for such other and further relief whether at law or in equity as the Court may deem necessary and proper.

Respectfully Submitted,

MULLIN HOARD & BROWN, L.L.P.  
P.O. Box 2585  
Lubbock, Texas 79408-2585  
Telephone: (806) 765-7491  
Facsimile: (806) 765-0553  
Email: [drl@mhba.com](mailto:drl@mhba.com)  
Email: [bodell@mhba.com](mailto:bodell@mhba.com)

/s/ Brad W. Odell

David R. Langston, SBN: 11923800

Brad W. Odell, SBN: 24065839

*Attorneys For Debtor, DRM Sales & Supply, LLC*

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing Motion was served on the following parties in interest via ECF and/or regular U.S. Mail on this 15<sup>th</sup> day of August, 2016:

- |   |  |
|---|--|
| 1. Jim Rose<br>U.S. Trustee's Office<br>615 E. Houston, Suite 533<br>San Antonio, TX 78205  | 2. Mr. David H. Smith<br>DAVIS, GERALD & CREMER<br>400 West Illinois, Suite 1400<br>Midland, Texas 79701<br><i>Attorneys for Community National Bank</i> |
| 3. Jay H. Ong<br>Munsch Hardt Kopf & Harr, PC<br>Colorado Tower<br>303 Colorado Street, Suite 2600<br>Austin, Tx. 78701-3924<br><i>Attorneys for West Texas National Bank</i> | 4. DRM Sales & Supply, LLC<br>DRM Rental Properties, LLC<br>c/o Donald Meek<br>P.O. Box 9236<br>Midland, Tx. 79708<br><i>Debtor</i>                      |
| 5. All parties receiving notice via ECF in this case listed on the attached Exhibit "A".  | 6. All parties receiving notice via regular U.S. Mail, postage prepaid listed on the attached Exhibit "B".   |

/s/ Brad W. Odell

Brad W. Odell

EXHIBIT "A"

U.S. Trustee's Office  
Attn: Jim Rose  
615 E. Houston, Suite 533  
San Antonio, TX 78205

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DAVIS, GERALD & CREMER  
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Midland, Texas 79701

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Dallas, TX 75201

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Winsted PC  
1100 JP Morgan Chase Tower  
600 Travis Street  
Houston, Tx. 77002

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Lubbock, TX 79408

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Kelly Morgan Dennis Corzine  
P.O. Box 1311  
Odessa, TX 79760-1311

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Bankruptcy & Collect Div. MC 008  
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Austin, TX 78711-2548

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Arlington, TX 76015

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The Summit, Suite 700  
300 North Marienfeld  
Midland, TX 7970

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Munsch Hardt Kopf & Harr, PC  
Colorado Tower  
303 Colorado Street, Suite 2600  
Austin, Tx. 78701-3924

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Linebarger Goggan Blair & Sampson  
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San Antonio, Tx. 78205

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2777 N. Stemmons Freeway  
Suite 1000  
Dallas, Tx. 75207

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Koley Jessen P.C.  
1125 South 103<sup>rd</sup> Street, Suite 800  
Omaha, NE 68124

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P.O. Drawer 2800  
El Paso, Tx. 79999-2800

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Jason Kathman  
Pronske Goolsby & Kathman, P.C.  
901 Main Street, Suite 610  
Dallas, TX 75202

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P.O. Box 3064  
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Owen M. Sonik  
Perdue Brandon Fielder Collins & Mott,  
LLP  
1235 North Loop West, Suite 600  
Houston, Tx. 77008



EXHIBIT "B"

DRM Sales & Supply, LLC  
DRM Rental Properties  
c/o Donald Meek  
P.O. Box 9236  
Midland, Tx. 79708

U.S. Trustee's Office  
Attn: Jim Rose  
615 E. Houston, Suite 533  
San Antonio, TX 78205

Mr. David H. Smith  
DAVIS, GERALD & CREMER  
400 West Illinois, Suite 1400  
Midland, Texas 79701

American Express  
P.O. Box 650448  
Dallas, TX 75265-0448

Atlas Tubular, L.P.  
P.O. Box 431  
Robstown, TX 78380

Ceram-Kote Coatings, Inc.  
P.O. Box 2119  
Big Spring, TX 79721

CMC Cometals Steel  
Commercial Metals Company  
Attn: 5400  
P.O. Box 844579  
Dallas, TX 75284-4579

Composite Lining Systems  
P.O. Box 50423  
Midland, TX 79710

CS Trading  
5318 East Second St., No. 683  
Long Beach, CA 90803-5354

DGM Supply, Inc.  
P.O. Box 9933  
Midland, TX 79708

Double Freight Transportation  
c/o Riviera Finance  
P.O. Box 202487  
Dallas, TX 75320-2487

Endurance Technologies, Inc.  
71-4511 Glenmore Trail SE  
Calgary, AB T2C 2R9  
CANADA

New Mex Taxation & Rev.  
Dept.  
P.O. Box 630  
Santa Fe, NM 87504-0630

Panmeridian Tubular  
Pusan Pipe America, Inc.  
P.O. Box 201919  
Dallas, TX 75320-1919

Power Solutions, Inc.  
1209 Pointe Centre Drive  
Suite 201  
Chattanooga, TN 37421

SB International, Inc.  
3626 N. Hall St., Ste. 910  
Dallas, TX 75219-5149

SBI – RSP  
SB International, Inc.  
3626 N. Hall St., Ste. 910  
Dallas, TX 75219-5149

Standard Tube Company  
P.O. Box 4481, MSC #100  
Houston, TX 77210-4481

State Comptroller of Public  
Accts  
Revenue Accting Div -  
Bankruptcy  
P.O. Box 13528  
Chicago, IL 60677-4006

Steelcom Pipe International  
SAM Athos Palace  
2 Rue De Lujerneta  
Monaco MC98000  
FRANCE  
UPCO, Inc.  
c/o JP Morgan Chase Bank  
P.O. Box 732182  
Dallas, TX 75373-2182

Tejas Tubular Products, Inc.  
P.O. Box 843434  
Dallas, TX 75284

John Deere  
6400 NW 86th Street  
P.O. Box 6600  
Johnston, IA 50131-6600

Bank of the West  
475 Sansome Street  
19th Floor  
San Francisco, CA 94111

Ford Motor Credit  
P.O. Box 65075  
Dallas, TX 75265-0575

Internal Revenue Service  
Special Procedures - Insolvency  
P.O. Box 7346  
Philadelphia, PA 19101-7346

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Tejas Tubular Products, Inc.  
Attn: Bobby Bell  
8799 N. Loop East, Suite 300  
Houston, TX 77029

901 Main Street, Suite 610  
Dallas, TX 75202  
Atlas Tubular, LLC  
Attn: Jason Hubbard  
2111 Norfolk, Suite 220  
Houston, TX 77098

Pan Meridian Tubular  
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## AUCTION AGREEMENT

This AGREEMENT ("Agreement") made and entered into this \_\_\_\_ day of August, 2016, by and between DRM Sales & Supply, LLC ("DRM Sales"), DRM Rental Properties, LLC ("DRM Rental", and together with DRM Sales, the "Debtors"), and DRM Transportation Services, LLC ("DRM Transportation") with an office and place of business at 7100 W. I-20, Midland, TX, 79701 and incorporated in the State of Texas, (hereinafter DRM Sales, DRM Rental, and DRM Transportation shall be referred to as "Owner") and PPL GROUP LLC, with an office and place of business at 105 Revere Drive, Suite C, Northbrook, Illinois 60062 (hereinafter collectively referred to as "Auctioneer"), each a "Party" and collectively, the "Parties."

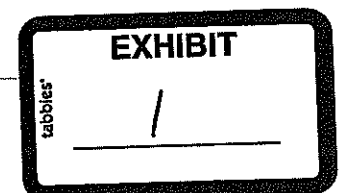
### WITNESSETH:

Whereas, Debtors are currently in bankruptcy proceedings pending in the Western District of Texas, Midland Division, jointly administered under Case No. 16-70028, before the Honorable Ronald B. King ("Bankruptcy Court"); and

Whereas, Owner shall have Auctioneer sell the assets wall-to-wall, floor-to-ceiling, fence-to-fence, of Owner located at 7100 W. I-20, Midland, TX, 79701 ("Premises"), as inspected by Alex Mazer on July 24, 2016, including but not limited to those items listed in the Exhibit "A" with related tooling packages, related items and miscellaneous contents of the building as further described in this Agreement ("Goods");

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Parties hereto do hereby agree as follows:

1. Auctioneer shall conduct a 3% commission live and online auction sale(s) for the benefit of the Owner, of the Goods as described above, provided all machines remain under power or as originally inspected ("Auction"). Owner will receive 97% of the proceeds less \$60,000 for expenses and less prepaid Advance of \$500,000 against auction sale proceeds.
2. Auction will be held at the Premises.
3. Onsite buyers will be charged a 15% Buyer's Premium that will be retained by Auctioneer. Online buyers will be charged an 18% Buyer's Premium, with 15% retained by Auctioneer and 3% retained exclusively by Bidspotter for providing the online service.
4. Auctioneer shall provide Owner a prepaid advance against Auction sale proceeds of the Goods described above ("Advance"), provided all machinery equipment and vehicles remain under power or as originally inspected by Alex Mazer on July 25, 2016. The Advance shall be paid as follows:
  - a. Advance equal to \$500,000.00 paid upon receipt by Auctioneer of:
    - i. Fully executed Agreement;
    - ii. Satisfactory due diligence conducted by Auctioneer;
    - iii. Clear titles for all titled vehicles;
    - iv. Proof of Ownership of Real Property, or letter from landlord acknowledging and approving sale; and





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- v. Chapter 11 Bankruptcy Court approval of Auctioneer's employment and sale of the Goods pursuant to the terms of this Agreement.
5. The proceeds from Auction will be paid as follows:
    - a. The first **500,000.00** will go to Auctioneer to cover the Advance already paid by Auctioneer;
    - b. The next \$60,000.00 of the sale proceeds will go to Auctioneer to cover expenses of preparing, marketing, and conducting the auction plus up to \$15,000.00 in actual expenses for the replacement of truck, vehicle, and machinery batteries and the removal of decals from the Goods ("Expenses").
    - c. All additional sale proceeds less the Auctioneer's commission will be remitted to Owner.
  6. All cleared funds shall be remitted to the Owner, via wire transfer, thirty (30) days after the auction.
  7. Auction will be conducted no later than 45 days from the date of this Agreement and a court order approving the sale.
  8. Auctioneer shall be granted an exclusive, unrestricted and unencumbered license to use the Premises to prepare for and conduct Auction, for the period up to and including Auction day and 15 business days following Auction, free of cost, including all rent, utilities, trash removal and security.
  9. During the term of this Agreement, Owner shall not sell or release Premises without written consent from Auctioneer, which consent shall not be unreasonably withheld, conditioned or delayed.
  10. All Goods will be offered on an "AS-IS, WHERE-IS" basis, WITHOUT RESERVE.
  11. Owner hereby makes the following representations, warranties and covenants:
    - a. Owner has good and marketable title to the Goods;
    - b. The Goods shall be conveyed to the successful bidder at the Auction free and clear of all claims, liens, mortgages, pledges, encumbrances or personal property taxes of any kind;
    - c. Owner has no information which would lead a reasonable person to believe that Owner would be unable, for any reason, to convey good title, free and clear of liens and encumbrances to a purchaser of the Goods;
    - d. Each item included in the Goods will, at the time of Auction, be in operational condition, including under power, or in substantially the same condition as it was when inspected, normal wear and tear excepted; and
    - e. In preparation for Auction, Owner will assist Auctioneer with identifying machinery equipment parts, components, books and manuals that go with each machine.
  12. Owner hereby acknowledges and agrees that Auctioneer cannot sell or remove nor will it be responsible for the removal of any hazardous or toxic material, hazardous or toxic waste or any equipment or supplies believed to contain hazardous or toxic material or hazardous or toxic waste. It is expressly understood that Auctioneer is not conducting any business nor operating any equipment other than for inspection purposes. Owner hereby expressly agrees to indemnify and hold Auctioneer harmless from and against any and all claims relating to or



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- resulting from Owner's operation of its business, including but not limited to any liability for the production, storage, removal or handling of any hazardous or toxic material.
13. Auctioneer has the right to abandon any and all equipment sold or not sold at Auction and is not responsible for the removal of any equipment.
  14. Auctioneer reserves the right to hire or joint venture Auction with a firm of Auctioneer's choosing. Auctioneer can add equipment to the Auction sale.
  15. Auctioneer represents and warrants that it maintains and will continue to maintain liability and workers compensation insurance and will list Owner as additional insured/loss payee on said policies (but cannot list Owner as additional insured/loss payee on workers compensation policy). Auctioneer will provide Owner with proof of said coverage. The Owner represents and warrants that it maintains and will continue to maintain property coverage on the Goods to be sold at Auction until all items have been paid for in full at the Auction. Owner shall provide to Auctioneer proof of said property coverage and list Auctioneer as an additional insured/loss payee on said insurance policy. Proof of Owner's insurance is required prior to payment of Advance to Owner.
  16. If Owner leases the Premises where the sale is to be conducted, within ten (10) days of the date hereof Owner shall provide Auctioneer with written authorization from Landlord, in a form satisfactory to Auctioneer, that Auctioneer will have a license to use such property to hold Auction and remove sold items in accordance with this Agreement. If Owner does not deliver such authorization, Auctioneer may terminate this Agreement.
  17. This Agreement contemplates that the Goods will be sold by Auctioneer at an Auction at the Premises. Auctioneer and Owner agree as follows: Auctioneer will use its phone and fax numbers in all advertising of Auction, however, should Owner receive any inquiries regarding Auction, they shall be immediately referred to Auctioneer. Auctioneer may use the name, logo and location of Owner in such advertising and brochures to advertise the sale consistent with trade practices in the auction business. Auctioneer has the right to add machinery or equipment to Auction. Auctioneer shall have the absolute right to determine all of the terms of such Auction and Owner shall cooperate with Auctioneer in all respects. A representative of Owner will remain on the property to insure entrance to the facility during normal work hours and insure utilities disconnected from any Goods to be removed or provide Auctioneer with keys and/or access code to the facility. Auctioneer's representative shall remain on the Premises for five (5) days to oversee the removal of Goods sold at Auction, after which time such overseeing shall be the sole responsibility of Owner.
  18. Upon execution of this Agreement, Auctioneer shall have the "Exclusive Right to Sell" the Goods at Auction and act as the exclusive sales agent of Owner until 10 days following the Auction. If Owner cancels Auction at any time, Owner will reimburse Auctioneer for all expenses incurred by Auctioneer; Auctioneer shall retain the "Exclusive Right to Sell" the Goods at Auction and act as the exclusive sales agent of Owner until one year after cancellation date. Auction shall be considered cancelled if (a) Owner requests cancellation to Auctioneer via writing or (b) Owner is unresponsive to Auctioneer's repeated attempts at communication for any 30 day period following the execution of this Agreement.
  19. Auctioneer may collect a reasonable deposit from Auction buyers. Any balance due will be collected from buyers prior to the removal of the purchased item(s) from Premises. Proceeds



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- due to Owner are comprised of actual monies collected from buyers; Auctioneer is not liable for a buyer's failure to pay purchase price of item(s).
20. Auctioneer offer pursuant to this Agreement shall remain in force and valid until 5:00 pm on August 12, 2016 or a later date mutually agreed to by the Parties in writing ("Termination Date"). If this Agreement is not accepted by Owner prior to the Termination Date, the offer and all terms hereof are rescinded and void.
  21. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, personal representatives, successors and assigns upon entry of an order by the Bankruptcy Court approving the employment of the Auctioneer.
  22. This Agreement represents the entire Agreement among the Parties regarding the subject matter hereof and supersedes all prior, written or oral agreements or understandings among the Parties regarding this matter. This Agreement may be modified only by written instruments signed by each of the Parties hereto.
  23. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. The execution of a counterpart of the signature page to this Agreement shall be deemed the execution of a counterpart of this Agreement. The delivery of this Agreement may be made by facsimile, and facsimile signatures shall be treated as original signatures for all applicable purposes.
  24. This Agreement and all disputes hereunder shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflict of laws provisions. The prevailing Party shall have the right to collect from the other Party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.
  25. Owner and Auctioneer shall initial all pages.
  26. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile or (v) by electronic mail.
  27. This Agreement may only be executed by duly authorized individuals of the Parties.
  28. MUST USE for TX: As a matter of Texas law, we are required to advise you that should you have any complaints to be made to the Texas Department of Licensing and Regulation in connection with this company or its auctioneers, said department's address and phone number are P.O. Box 12157, Austin, Texas, 78711, (512) 463-2906.

*Signature Page Follows*



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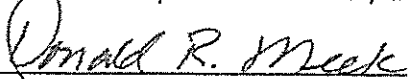
IF TO AUCTIONEER, ADDRESS TO:

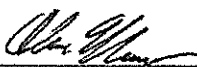
Alex Mazer  
PPL Group LLC  
105 Revere Drive, Suite C  
Northbrook, Illinois 60062

IF TO OWNER, ADDRESS TO:

Mr. Don Meek  
Owner  
DRM Sales & Supply, LLC, DRM Rental Properties, LLC,  
and DRM Transportation Services, LLC  
7100 W. I-20  
Midland, TX 79701

DRM Sales & Supply, LLC, DRM Rental Properties, LLC, PPL Group, LLC  
and DRM Transportation Services, LLC

  
Mr. Don Meek

  
Alex Mazer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

8.15.16  
Date





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## EXHIBIT A



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TRUCKS							
UNIT #	MAKE	MODEL	VIN #	PURCHASE DATE	LIC PLATE	TRUCK	LOCATION
001	WESTERN STAR	2001	6991	4/15/05	RB7B23	BIG BIRD	MIDLAND
002	WESTERN STAR	2001	7009	9/19/03	RB7B24	RED BARRON	MIDLAND
003	WESTERN STAR	2001	1721	5/24/05	RB7B25	ELMO	MIDLAND
004	WESTERN STAR	2001	0234	10/4/04	RB7B26	YOSEMITE	MIDLAND
005	WESTERN STAR	2001	0220	9/19/03	RB7B27	JOHN DEERE	MIDLAND
006	WESTERN STAR	2001	6967	9/27/04	RB7B28	GENERAL LEE	MIDLAND
007	WESTERN STAR	2006	1479	12/24/10	RJ6H94	MISS LIBERTY	MIDLAND
008	WESTERN STAR	2006	9968	10/1/10	RJ1R31	8 BALL	MIDLAND
009	WESTERN STAR	1996	1268	4/17/00	RB7B29	TUG	MIDLAND
010	WESTERN STAR	2002	2337	9/7/05	RB7B30	SIMBA	MIDLAND
011	WESTERN STAR	2004	5325	9/25/08	RB7B31	MISTRESS	MIDLAND
012	WESTERN STAR	2002	2338	9/7/05	RB7B32	DINO	MIDLAND
013	WESTERN STAR	2006	9827	3/31/11	RK4D32	TIGGER	MIDLAND
014	WESTERN STAR	2006	5903	3/3/11	RK3X73	TWEETY	MIDLAND
015	WESTERN STAR	2007	1900	12/29/11	RM7P30	SPIDERMAN	MIDLAND
016	WESTERN STAR	2005	0642	3/30/12	RM7X33	NINJA	MIDLAND
017	WESTERN STAR	2005	7965	6/4/12	RP2G15	IRON MAN	MIDLAND
018	WESTERN STAR	2007	7704	2/7/13	R002991	FRAC ON GUSHER	MIDLAND
019	WESTERN STAR	2007	7114	7/24/13	R029524	FRAC ON GUSHER	PLEASANTON
111	FORD F- 750	2000	9543	2/13/04	RB7B33	BIG RED	MIDLAND



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114	FORD WATER	2000	4991	8/24/11	BK33456	WATER	MIDLAND
115	FORD WENCH	2005	4902	8/24/11	RL9S69	WINCH	MIDLAND
116	FORD F- 350 (KR)	2004	7093	3/6/04	R003219	KING RANCH	MIDLAND

TRAILERS							
UNIT #	MAKE	MODEL	VIN #	PURCHASE DATE	LIC PLATE		LOCATION
100	1997	TERRY	7781	4/9/97	78736L		MIDLAND
<del>110</del>	<del>2012</del>	<del>PIPE</del>	<del>1060</del>	<del>8/15/12</del>	<del>32635P</del>	-	<del>MIDLAND</del>
200	1998	BGTX	6744	11/26/97	W24146		MIDLAND
210	2001	BGTX	7795	9/4/08	Y22770		MIDLAND
220	2007	PJTR	2055	9/3/08	Y03695		MIDLAND
300	1999	FRUE	6507	9/17/99	073B264		MIDLAND
400	1977	TRAILMOBIL	S60923	4/22/02	X83351		MIDLAND
500	1985	RAVEN	0405	9/25/03	X28687		MIDLAND
600	1995	FONT	3715	7/8/02	Y32347		MIDLAND
700	2000	EAGLE	5043	9/25/03	95571Z		PLEASANTON
900	1980	HOLD	0908	3/4/02	93794Z		MIDLAND
<del>1000</del>	<del>2007</del>	<del>BGTX 20'</del>	<del>9519</del>	<del>12/3/07</del>	<del>764239H</del>	-	<del>MIDLAND</del>
<del>1100</del>	<del>1998</del>	<del>TRANS</del>	<del>1357</del>	<del>10/6/04</del>	<del>Y94369</del>	-	<del>MIDLAND</del>
1300	2005	VIKI	2802	5/5/05	W59188		MIDLAND
<del>1400</del>	<del>1998</del>	<del>TRANS</del>	<del>5679</del>	<del>5/24/05</del>	<del>W15431</del>	-	<del>MIDLAND</del>
1500	2004	TRANS	4023	9/6/05	W24092		MIDLAND
1600	2005	FONT	0062	8/12/08	Y22810		MIDLAND
1700	1999	TRANS	0821	9/11/08	Y22896		MIDLAND
1800	2010	PITTS	0526	8/12/10	052B309		MIDLAND
1900	2002	WILL	6772	11/15/10	X12287		MIDLAND
2000	2011	PITTS	0506	12/23/10	Y60441		MIDLAND
2100	2004	FONT	9152	1/5/11	X68034		MIDLAND
2200	2006	TRANS	6764	1/5/11	X68035		MIDLAND
2300	2006	UTLY	9312	3/31/11	Z29896		MIDLAND
2400	2006	TRANS	7593	4/25/11	X05206		MIDLAND
2500	2006	FONT	7037	4/25/11	X05205		MIDLAND
2600	2004	TRANS	1831	4/25/11	X05204		MIDLAND
2700	2001	TRANS	7247	4/25/11	X05203		MIDLAND
2800	2008	UTLY	2624	9/29/11	012B261		MIDLAND



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2900	2008	UTLY	2627	9/29/11	012B262	MIDLAND
3000	2008	UTLY	2628	9/29/11	012B263	MIDLAND
3100	2008	UTLY	2630	9/29/11	012B274	MIDLAND
3200	2008	UTLY	2625	9/29/11	012B275	MIDLAND
3300	2009	UTLY	7901	3/29/12	023B539	MIDLAND
3400	2009	UTLY	7906	3/29/12	023B538	PLEASANTON
3500	1999	TRAILMOBIL	8670	3/29/12	023B541	MIDLAND
3600	2003	TRCF	1263	5/1/12	Y22378	ON THE ROAD
T3700	2013	PITTS	0067	7/10/12	017B089	MIDLAND
T3800	2013	PITTS	0069	7/10/12	017B090	MIDLAND
T3900	2013	UTIL	1411	3/18/13	049B368	MIDLAND
T4000	2014	UTIL	2601	3/18/13	056B109	MIDLAND

SERVICES EQUIPMENT							
UNIT #	MAKE	MODEL	VIN #	PURCHASE DATE	LIC PLATE	COLOR	LOCATION
501	DEERE	644K	8618	2/6/10	245M86	YELLOW	MIDLAND
502	DEERE	644K	1916	11/23/10	244N86	DAVID	MIDLAND
504	SAM	1995	0124	12/31/01	25M370	YELLOW	MIDLAND
508	LIGHT TOWER	2011	2602	2/12/12	N/A	BLACK	MIDLAND
509	HYUNDAI	2001	0369	8/22/12	35M376	YELLOW	MIDLAND
512	PRINCETON	Z2-3	104696	3/19/13	N/A	BLUE	PLEASANTON
513	PRINCETON	Z2-3	111416	4/26/13	N/A	BLUE	MIDLAND
514	PRINCETON	Z2-3	112753	6/25/13			MIDLAND

OTHER EQUIPMENT							
UNIT #	MAKE	MODEL	VIN #	PURCHASE DATE	LIC PLATE	TRUCK	LOCATION
113X	CM TRUCK BED	GP	83287	11/1/12	N/A	GREY GHOST	IN SHOP, NEED REPAIR
TRANSPORTATION ASSETS							
UNIT #	INVENTORY						LOCATION
201	2006 FORM F-150 CREW CAB						Pleasanton



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202	2007 FORM F150						Unknown
203	2007 GMC SIERRA 1500						Midland
204	2006 FORD F-150						Midland
205	2004 FORD F-350 KR						Unknown
206	2010 FORD F-150-5647	-	-	-	-	-	Midland
207	1999 FORD F-350-8560						Midland
208	2011 FORD F-150						Midland
209	2011 FORD F-150-9357						Unknown
212	2002 FORD F-150 NO A/P						Midland
216	2011 FORD F-150-5149						Midland
218	2008 CADILLAC ESCALADE	-	-	-	-	-	Midland -Shop Repair
219	2010 CADILLAC ESCALADE-JM	-	-	-	-	-	Midland -Spouse Driving
220	2011 FORD EDGE						Midland
221	2011 FORD F-150-0253	-	-	-	-	-	Unknown
222	2011 FORD F-150-0275						Midland
227	2013 FORD EDGE						Midland
	2003 FORD F-350 FLAT BED						Midland
228	2013 FORD F-150-2385						Midland
229	2014 FORD F-150						Out on Job
210	2011 FORD F-150-6956						Midland



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PORTABLE ASSETS							
	WELDER EQUIPMENT						Midland
	PORTABLE BUILDING						Midland
223	2007 OTTAWA YARD DOG						Midland
503	CAT WHEEL LOADER	-	-	-	-	-	Midland
	LIGHT TOWER- RP10760						Midland - Couldn't find
505	2011 JOHN DEERE 544K - 0375	-	-	-	-	-	Midland
506	2011 JOHN DEERE 544K - 5755						Midland
510	2013 HYUNDAI 740 - 76809						Unknown
511	2013 JOHN DEERE 544K - 33374						Midland
515	2011 CLARK C25 FL - 6809						Midland
	TRUCK WASH						Midland
	PORTABLE POWER WASHER						Midland
	ARIENS RIDING LAWN MOWER/WEED EATER						Unknown
	PIPE RACKS (40 SETS)						Midland and Pleasanton
	PIPE CAT WALKS (25)						Midland



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	TREAD PROTECTOR BASKET (25)						Midland
	RIGMAT (9)						Pleasant on
<b>ADDITIONAL ASSETS TOTALS:</b>							
Lot: Contents of Maintenance Shop, Including Red Rotary Lifts, (3) Piggy Back Lifts, Miller Welders, Sprayer, Trailers (#307 and #225), Inventory, Parts, Hand Tools, etc.							
Lot: Miscellaneous Contents of the Yard Excluding Pipe Inventory							
Lot: Miscellaneous Office Contents, including kitchen and office furniture, etc..							