

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE

In re: )  
 )  
FERRAILO CONSTRUCTION, INC., ) Chapter 11  
 ) Case No. 13-10164  
 )  
Debtor. )

**ORDER GRANTING SECOND MOTION FOR AUTHORITY TO USE CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363(c)(2)(B), FED. R. BANKR. P. 4001(b) AND D. ME. LBR 4001-2 AND FOR OTHER RELIEF**

Upon consideration of the above-referenced motion filed by the Debtor on April 19, 2013, the Debtor having served electronically copies of the Motion, a proposed order, and a notice of hearing on the Office of the United States Trustee (the “UST”), The Bank of Maine (“BOM”), the Official Committee of Unsecured Creditors (the “Creditors’ Committee”), and all parties receiving notice through the Court’s electronic filing system, the Court having entered earlier preliminary orders authorizing the use of cash collateral on March 15 and 21, 2013 and April 16, 2013 [D.E. ## 30, 43 and 82], the Court having conducted a hearing on the Motion on May 2, 2013, and good cause having been demonstrated to the Court, and BOM consenting to the use of Cash Collateral on the terms set forth herein, the Court hereby **ORDERS, ADJUDGES AND DECREES** as follows:

1. Service of the Motion as set forth above was adequate and sufficient notice to parties under the circumstances of this case.
2. The Cash Collateral Motion is **GRANTED** on the terms set forth herein.
3. The Debtor is hereby authorized to use Cash Collateral, through the close of business on August 3, 2013 (the “Expiration Date”), solely in accordance with the

terms, provisions, and conditions of this Order and the budget attached hereto as Exhibit A (the "Budget"); provided however, that notwithstanding the authority granted herein, the Debtor is not authorized to use Cash Collateral from the date of this Order through the Expiration Date: (a) in amounts more than 10% greater in the aggregate than the amounts set forth in the Budget or for purposes not set forth on the Budget; (b) for the payment of payroll and payroll taxes for the weeks of March 11 and March 18, 2013 attributable to Vincent Ferraiolo, John Ferraiolo, and Frank Ferraiolo; (c) for the purpose of paying payroll taxes for or on account of any payroll period ending on or prior to March 1, 2012, and to the extent that the Debtor has paid such payroll taxes post-petition, the Debtor shall promptly re-pay such amounts to the estate; (d) for the purpose of paying any employee terminated by the Debtor post-petition for any vacation, sick leave, or personal leave accrued by such employee pre-petition, unless any such payment is authorized by separate order of the Court; and (e) for the purpose of compensating estate professionals for the investigation and/or challenge of the validity, priority, extent, and perfection of BOM's liens.

4. As adequate protection for BOM's interests in property of the estate, the Debtor shall make payments to BOM in the amount of \$10,500.00 per month, commencing in May, 2013 (the "Adequate Protection Payments"). The Debtor shall make the Adequate Protection Payments to the Bank on or before the fifth (5<sup>th</sup>) day of each calendar month until the Expiration Date by means acceptable to BOM. If the Debtor timely confirms a plan of reorganization in accordance with the terms set forth in Exhibit A to the Motion for Approval of Agreement Between and Among Debtor, Bank of Maine, and Certain Principals of Debtor for Plan Support and for Authority to Sell

Assets of the Estate Free and Clear of Liens, Pursuant to 11 U.S.C. § 363(b), (f) in Furtherance of Such Agreement and for Related Relief and Incorporated Memorandum of Law [D.E. # 89] (the “Plan Support Agreement”), then the Adequate Protection Payments shall be allocated \$5,250 for interest and \$5,250 for principal on the “A Note,” as such term is defined in the Plan Support Agreement. If the Debtor fails to timely confirm a plan of reorganization in accordance with the Plan Support Agreement, then BOM shall apply the Adequate Protection Payments to the principal amount of the Debtor’s existing indebtedness owed to BOM.

5. As further adequate protection for BOM’s interests in property of the estate, commencing in May, 2013, the Debtor shall escrow the sum of \$14,500.00 per month in an escrow account maintained at BOM (the “Escrowed Amounts”). The Debtor shall pay the Escrowed Amounts to BOM on or before the fifth (5<sup>th</sup>) day of each calendar month until the Expiration Date by means acceptable to BOM. If the Debtor timely confirms a plan of reorganization in accordance with the Plan Support Agreement and the Debtor is released from any obligation to pay the B Note, as that note is described in the Plan Support Agreement, then the Escrowed Amounts shall be applied to the principal amount owed on the A Note. If the Debtor fails to timely confirm a plan of reorganization in accordance with the Plan Support Agreement, then BOM shall apply the Escrowed Amounts to the principal amount of the Debtor’s existing indebtedness owed to BOM.

6. Notwithstanding Section 552(a) of the Bankruptcy Code, as further adequate protection for its interests in property of the estate, BOM is hereby granted a lien (the “Replacement Lien”) in all assets of the Debtor, whether presently owned or

hereafter acquired, of any kind or nature, tangible or intangible, wherever located, and the proceeds and products thereof. The Replacement Lien (a) shall be limited in amount to the amount of Cash Collateral that existed on the Filing Date and actually utilized by the Debtor on or after the Filing Date, and (b) as to every category of asset, the Replacement Lien shall have the same validity, priority, and enforceability as BOM's prepetition security interests in such category of asset. BOM shall not be required to file UCC financing statements or other documents with any filing authority to perfect the Replacement Lien or take any other action to perfect the Replacement Lien, which shall be deemed automatically perfected as of the date of this Order.

7. As further adequate protection for BOM's interests in property of the estate: (a) upon entry of this Order, the Debtor shall promptly pay all past-due real estate taxes on real estate that the Debtor proposes to retain under the Plan Support Agreement (the "Retained Real Estate"); and (b) the Debtor shall pay all future real estate taxes on the Retained Real Estate on or before the date on which such taxes are due to be paid without penalty.

8. If, notwithstanding the grant of adequate protection provided in this Order, BOM has a claim allowable under Section 507(a)(2) of the Bankruptcy Code arising from the use of Cash Collateral pursuant to this Order, then, pursuant to Section 507(b), such claim shall have priority over all other claims allowable under Section 507(a)(2), and all claims described in Section 726 of the Bankruptcy Code.

9. In consideration of the Debtor's ability to use Cash Collateral with the consent of BOM as set forth herein, the Debtor and any successor to the Debtor, including but not limited to a trustee appointed under the Bankruptcy Code, may not

assert any claims against BOM or any of its collateral arising under Section 506(c) for costs or expenses arising between the Filing Date and Expiration Date. Nothing in this paragraph shall limit or impair the Debtor's rights, or BOM's defenses, with respect to claims arising under Section 506(c) after the Expiration Date.

10. From the date of this Order until the Expiration Date, the Debtor, through its financial advisor, Windsor Associates, shall provide BOM, the Creditors' Committee, and the UST the following regular reports on its financial condition and cash flow no later than each Wednesday by 10:00 a.m.: (a) a report comparing the Debtor's actual performance during the prior week to the Budget; (b) a copy of each contract entered into by the Debtor during the prior week which will provide future revenues in the Budget; (c) a report on the balances in each of the Debtor's debtor-in-possession accounts and an aging report of all outstanding accounts receivable, including a list of each account receivable; and (d) a summary of all sales of raw or value-added products from the Debtor's pits/mines during the prior week, including the volume and rates charged for such products. BOM, the Creditors' Committee, and the UST shall also have the right to request and receive further information and reports necessary to evaluate the Debtor's profitability and cash flow. The foregoing is without prejudice to, and shall not be deemed a waiver of, any parties' right to seek examination of the Debtor pursuant to Fed. R. Bankr. P. 2004.

11. By entry of this Order, the Debtor (but not the Creditors' Committee or any other party in interest) waives any challenge to the validity, priority, extent, and perfection of BOM's liens in any property of the estate (as such term is defined in Section 541), except for a challenge to the validity, priority, and perfection of any claimed lien of

BOM in certain titled motor vehicles, including those listed on **Exhibit B** attached hereto. Any challenge by the Debtor to BOM's liens on the titled motor vehicles shall be limited to a challenge to the existence, validity, priority, and enforceability of BOM's alleged liens in motor vehicles of the Debtor for which certificates of title have been issued by the State of Maine without notation of any security interest in favor of BOM. Any such challenge shall be made by filing an amended Exhibit B on or prior to ten (10) days from the date of entry of this Order, in which exhibit the Debtor shall identify motor vehicles of the Debtor for which certificates of title have been issued by the State of Maine without notation of any security interest in favor of BOM. In addition, the Debtor shall commence an adversary proceeding against BOM on or prior to June 15, 2013 in support of any such challenge that the Debtor elects to make. BOM reserves the right to contest any such challenge made by the Debtor.

12. Any challenge by the Creditors' Committee, or any other party in interest, to the validity, priority, extent, and perfection of any of BOM's liens in any property of the estate (as such term is defined in Section 541), must be filed by commencing an adversary proceeding against BOM on or before July 2, 2013. The Creditors' Committee shall have standing to commence such adversary proceeding without further order of the Court.

13. In no event shall any person or entity who pays (or, through the extension of credit to the Debtor, causes to be paid) any of BOM's claims be subrogated, in whole or in part, to any rights, remedies, claims, privileges, liens, or security interests granted to or in favor of, or conferred upon, BOM by the terms of this Order, until such time as all of the Bank claims are irrevocably paid in full.

14. For so long as the Debtor is authorized under the terms of this Order to use Cash Collateral, the Debtor shall not seek authority for, or otherwise allow, any other liens to be granted which are superior or in any way prime BOM's pre-petition liens or the Replacement Lien, with the exception of municipal real estate taxes accruing with respect to real property of the Debtor which is to be sold by auction pursuant to the Plan Support Agreement.

15. At or in connection with any auction or sale of the Debtor's assets pursuant to Section 363, BOM shall have the right to credit bid the full amount of its claim and, in the event there is a dispute as to the amount of the claim, the parties shall file a motion seeking to have the amount of the claim for purposes of credit bidding determined by this Court on an expedited basis.

16. Unless cured within ten (10) calendar days after BOM provides written notice of default by electronic mail to the Debtor (gmarcus@mcm-law.com), the Creditors' Committee (nhull@verrilldana.com), and the UST (jennifer.h.pincus@usdoj.gov), each of the following shall constitute an "Event of Default" for purposes of this Order:

- (a) the Debtor's chapter 11 case is either dismissed or converted to a case under chapter 7 pursuant to an Order of this Court, the effect of which has not been stayed;
- (b) occurrence of the Expiration Date, without the express written consent of BOM or an Order of the Court authorizing the continued use of cash collateral beyond the Expiration Date;
- (c) this Court enters an Order terminating the Debtor's authority to use Cash Collateral;
- (d) the Debtor ceases the operation of substantially all of its present businesses or takes any material action for the purpose of effecting the foregoing without the prior written consent of BOM, except to the extent

contemplated by the Plan Support Agreement, the Budget, and any business plan underlying the Plan Support Agreement or the Budget;

- (e) the Debtor expends any funds or monies for any purpose other than as set forth in the Budget or as otherwise authorized by the Court after notice and a hearing;
- (f) any material and/or intentional misrepresentation by the Debtor in the financial reporting or certifications required to be provided by the Debtor under this Order; and
- (g) non-compliance or default by the Debtor with any of the other terms, provisions, and conditions of this Order.

17. Upon the occurrence of an Event of Default, the Debtor's authority to use Cash Collateral pursuant to this Order shall immediately cease and terminate. Nothing in this Order shall prohibit the Debtor from filing motions with the Court seeking emergency and/or expedited hearing, and continued and/or renewed authority to use cash collateral.

18. Notwithstanding anything in the Bankruptcy Code or Federal Rules of Bankruptcy Procedure to the contrary, this Order shall be effective immediately upon entry on the docket.

19. This Order shall be binding upon the Debtor, the estate, and any successor in interest including, without limitation, any trustee appointed pursuant to Chapter 11 or Chapter 7 of the Bankruptcy Code.

Dated: May 3, 2013



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Hon. Louis H. Kornreich  
United States Bankruptcy Judge





FERRAILO CONSTRUCTION CORP  
 CONSOLIDATED CASH FLOW  
 As of April 30, 2013 (Draft)

	5/6/2013	5/13/2013	5/20/2013	5/27/2013	6/3/2013	6/10/2013	6/17/2013	6/24/2013
<b>Beginning Cash</b>	99,123	74,032	120,126	167,747	187,210	172,660	160,145	218,879
Accounts Receivable - FCC	41,321	46,939	21,054	21,054	5,617	-	-	-
Accounts Receivable - FCI	53,008	53,602	41,974	41,974	594	-	-	-
Sales receipts - FCC	30,271	27,571	56,375	56,375	56,375	67,350	74,050	95,829
Sales Receipts- FCI	61,585	61,185	61,185	67,935	67,935	67,935	59,285	-
Notes Receivable	-	-	-	-	-	-	-	-
<b>Net Cash In Flow</b>	186,185	189,297	180,589	187,339	130,522	135,286	133,336	95,829
<b>Cash Outflows</b>								
Existing Accounts Payable	-	-	-	-	-	-	-	-
Payroll - Administrative	7,042	7,042	7,042	7,042	7,042	7,042	7,042	7,042
Payroll Taxes- Administrative	0	0	0	812	812	812	812	812
<b>Cost of Sales - Plants &amp; Subs</b>								
Payroll - FCC	12,252	12,252	12,252	12,252	12,693	12,693	12,693	12,693
Payroll Taxes - FCC	(2)	0	0	1,413	1,413	1,464	1,464	1,464
Payroll - FCI	3,469	3,469	3,469	3,469	3,469	3,469	3,469	-
Payroll Taxes - FCI	(0)	400	400	400	400	400	400	400
Employee Benefits	16,088	-	-	-	16,088	65,000	-	-
<b>MATERIAL &amp; SUPPLIES</b>	40,209	40,209	40,209	21,686	21,686	21,686	21,686	19,752
Collection Fees	63	102	102	102	102	12	12	12
MAINT/STOCK ITEMS/CONSTRUCTION	26	560	560	560	560	464	464	464
REPAIRS & MAINT/ROCK PLANT	13,104	12,171	12,171	12,171	12,171	6,175	6,175	6,175
Utilities	11,524	2,844	2,844	2,844	10,574	291	291	291
FUEL/EQUIP & VEHICLES	10,353	10,353	10,353	8,408	8,408	8,408	8,408	900
TIRES, Oil & Supplies	2,268	2,268	2,268	1,029	1,029	1,029	1,029	894
General & Administrative	640	159	159	159	159	-	-	-
Excise tax	25	2,300	2,300	2,300	2,300	-	1,530	1,530
Fines & Penalties	-	-	-	-	-	-	-	-
Permits	89	979	979	979	979	-	-	-
Insurances - FCC	24,394	-	-	24,394	-	-	-	22,311
Insurances - FCI	-	-	-	16,313	-	-	-	14,230

FERRAILO CONSTRUCTION CORP  
 CONSOLIDATED CASH FLOW  
 As of April 30, 2013 (Draft)

	5/6/2013	5/13/2013	5/20/2013	5/27/2013	6/3/2013	6/10/2013	6/17/2013	6/24/2013
<b>Operating Expenses</b>								
MATERIALS & SUPPLIES/ADMIN	\$ 969	\$ 1,540	\$ 1,540	\$ 1,540	\$ 1,540	\$ 768	\$ 768	\$ 768
Legal Fees - business related	\$ 2,632	\$ 4,296	\$ 4,296	\$ 4,296	\$ 4,296	\$ 1,016	\$ 1,016	\$ 1,016
MAINT/STOCK ITEMS/CONSTRUCTION	\$ 709	\$ 1,117	\$ 1,117	\$ 1,117	\$ 1,117	\$ 358	\$ 358	\$ 358
Utilities	\$ 1,857	\$ 1,258	\$ 1,258	\$ 1,258	\$ 1,258	\$ 596	\$ 596	\$ 596
FUELEQUIP & VEHICLES	\$ 14,738	\$ 14,738	\$ 14,738	\$ 14,738	\$ 4,784	\$ 4,784	\$ 4,784	\$ 6,199
TIRES, Oil & Supplies	\$ 1,788	\$ 1,788	\$ 1,788	\$ 2,038	\$ 2,038	\$ 2,038	\$ 2,038	\$ 2,588
General & Administrative	\$ 1,207	\$ 1,508	\$ 1,508	\$ 1,508	\$ 1,508	\$ (436)	\$ (436)	\$ (436)
Property Tax - FCC	\$ -	\$ -	\$ 5,781	\$ -	\$ (1)	\$ -	\$ -	\$ -
Property Tax - FCI	\$ -	\$ 16,017	\$ -	\$ -	\$ -	\$ 8,200	\$ -	\$ -
Interest Expense - FCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Expense - FCI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Principal Payments - FCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Principal Payments - FCI	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -
Lease Expense	\$ -	\$ -	\$ -	\$ -	\$ 3,646	\$ -	\$ -	\$ -
Professional Fees	\$ 20,834	\$ 5,833	\$ 5,833	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Asset Disposition Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 211,276.48	\$ 143,203.63	\$ 132,967.60	\$ 167,875.54	\$ 145,072.67	\$ 147,800.53	\$ 74,601.00	\$ 100,060.98
<b>Net weekly Cash Flow</b>	<b>(\$25,091.06)</b>	<b>\$46,093.49</b>	<b>\$47,621.05</b>	<b>\$19,463.10</b>	<b>(\$14,550.29)</b>	<b>(\$12,514.85)</b>	<b>\$58,734.67</b>	<b>(\$4,231.58)</b>
<b>Ending Cash</b>	<b>\$74,032.18</b>	<b>\$120,125.67</b>	<b>\$167,746.72</b>	<b>\$187,209.82</b>	<b>\$172,659.53</b>	<b>\$160,144.68</b>	<b>\$218,879.35</b>	<b>\$214,647.77</b>

FERRAILOLO CONSTRUCTION CORP  
 CONSOLIDATED CASH FLOW  
 As of April 30, 2013 (Draft)

	7/1/2013	7/8/2013	7/15/2013	7/22/2013	7/29/2013
	Proj.	Proj.	Proj.	Proj.	Proj.
<b>Beginning Cash</b>	\$ 214,648	\$ 141,417	\$ 169,317	\$ 189,429	\$ 182,709
Accounts Receivable - FCC	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)
Accounts Receivable - FCI	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
Sales receipts - FCC	\$ 95,829	\$ 94,579	\$ 92,079	\$ 70,221	\$ 70,221
Sales Receipts- FCI	\$ -	\$ -	\$ -	\$ -	\$ -
Notes Receivable	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Net Cash In Flow</b>	\$ 95,829	\$ 94,579	\$ 92,079	\$ 70,221	\$ 70,221
<b>Cash Outflows</b>					
Existing Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll - Administrative	\$ 7,042	\$ 7,042	\$ 7,042	\$ 7,042	\$ 7,042
Payroll Taxes- Administrative	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812
<b>Cost of Sales - Plants &amp; Subs</b>					
Payroll - FCC	\$ 13,898	\$ 12,693	\$ 12,693	\$ 12,693	\$ 12,693
Payroll Taxes - FCC	\$ 1,464	\$ 1,603	\$ 1,464	\$ 1,464	\$ 1,464
Payroll - FCI	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Taxes - FCI	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Benefits	\$ 16,088	\$ -	\$ -	\$ -	\$ -
<b>MATERIAL &amp; SUPPLIES</b>					
Collection Fees	\$ 19,752	\$ 19,752	\$ 19,752	\$ 19,752	\$ 13,922
MAINT/STOCK ITEMS/CONSTRUCTION	\$ 12	\$ 160	\$ 160	\$ 160	\$ 160
REPAIRS & MAINT/ROCK PLANT	\$ 464	\$ -	\$ -	\$ -	\$ -
Utilities	\$ 6,175	\$ 8,240	\$ 8,240	\$ 8,240	\$ 8,240
FUEL/EQUIP & VEHICLES	\$ 291	\$ 310	\$ 310	\$ 310	\$ 310
TIRES, Oil & Supplies	\$ 900	\$ 900	\$ 900	\$ 900	\$ 4,642
General & Administrative	\$ 894	\$ 894	\$ 894	\$ 894	\$ 1,407
Excise tax	\$ -	\$ 153	\$ 153	\$ 153	\$ 153
Fines & Penalties	\$ 1,530	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331
Permits	\$ -	\$ -	\$ -	\$ -	\$ -
Insurances - FCC	\$ -	\$ -	\$ -	\$ -	\$ 22,311
Insurances - FCI	\$ -	\$ -	\$ -	\$ -	\$ 14,230



FERRAILO CONSTRUCTION CORP  
 CONSOLIDATED CASH FLOW  
 As of April 30, 2013 ( Draft)

	7/1/2013	7/8/2013	7/15/2013	7/22/2013	7/29/2013
<b>Operating Expenses</b>					
MATERIALS & SUPPLIES/ADMIN	\$ 768	\$ 1,233	\$ 1,233	\$ 1,233	\$ 1,233
Legal Fees - business related	\$ 1,016	\$ 1,239	\$ 1,239	\$ 1,239	\$ 1,239
MAINT/STOCK ITEMS/CONSTRUCTION	\$ 358	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043
Utilities	\$ 596	\$ 686	\$ 686	\$ 686	\$ 686
FUEL/EQUIP & VEHICLES	\$ 6,199	\$ 6,199	\$ 6,199	\$ 6,199	\$ 295
TIRES, Oil & Supplies	\$ 2,588	\$ 2,588	\$ 2,588	\$ 2,588	\$ 855
General & Administrative	\$ (436)	\$ (199)	\$ (199)	\$ (199)	\$ (199)
Property Tax - FCC	\$ -	\$ -	\$ -	\$ -	\$ -
Property Tax - FCI	\$ -	\$ -	\$ 5,426	\$ -	\$ -
Interest Expense - FCC	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Expense - FCI	\$ -	\$ -	\$ -	\$ -	\$ 3,958
Principal Payments - FCC	\$ -	\$ -	\$ -	\$ -	\$ -
Principal Payments - FCI	\$ 25,000	\$ -	\$ -	\$ -	\$ -
Lease Expense	\$ 3,646	\$ -	\$ -	\$ -	\$ 3,646
Professional Fees	\$ 60,000	\$ -	\$ -	\$ 10,400	\$ 37,500
Asset Disposition Proceeds	\$ -	\$ -	\$ -	\$ -	\$ (0)
Sub-Total	\$ 169,059.74	\$ 66,679.99	\$ 71,967.41	\$ 76,940.92	\$ 138,974.21
Net weekly Cash Flow	(\$73,230.34)	\$27,899.40	\$20,111.98	(\$6,720.11)	(\$68,753.41)
Ending Cash	\$141,417.43	\$169,316.83	\$189,428.81	\$182,708.70	\$113,955.30



Firm Appraisal  
Master Asset Listing  
As of April 11, 2013

FERRAILOLO	UNIT #	YEAR	SEEN	MAKE	MODEL	TYPE	VI# & S/N	DESCRIPTION	Hours Miles	Forced Liquidation (Auction) Value	Market (Fair Market) Value
	9325	2000	Yes	Autocar	ACL64F	Dump Truck	YN520509	Tri Axle	464,988	\$22,000.00	\$29,000.00
	104	1985		Caterpillar	966D	Rubber Tired Loader	99Y05108			\$39,000.00	\$45,000.00
	9155	2001		Chevrolet	3500	Rack Body Truck	1GCJC39G61 E290486			\$4,500.00	\$6,500.00
	13	1988		Chevrolet	C19	Pick Up Truck	2GCDC19HO J11913D5			\$400.00	\$800.00
	155	1998	Yes	Chevrolet	C19	Pick Up Truck	1GCEC19M7 WE157500		252,800	\$700.00	\$1,000.00
	122	2006	Yes	Chevrolet	Silverado	Pick Up Truck	3GCEC14X16 5201484		146,741	\$6,000.00	\$8,000.00
	2	2006		Chevrolet	Silverado	Pick Up Truck	1GCHK29U4 6E141373			\$7,000.00	\$9,000.00
	9324	1995	Yes	Ford	Aeromax 9000	Sander Truck	1FTYS95V4S VA47429	Swenson SS Spreader	333,798	\$7,500.00	\$12,500.00
	106	1997	Yes	Ford	FT900	Crane Truck, Manatowic Crane M1768 s/n 32069	1FDYL90E7V VA36719		62,985	\$14,000.00	\$19,000.00
	156	2002	Yes	Freightliner	FL70	Rack Body Truck	1FVAVSAK2 2HJ81928	18', Dual Rears	n/a	\$9,500.00	\$13,000.00
	9153	2005	Yes	GMC	C14	Pick Up Truck	1GTEC14X05 Z283058		91,310	\$5,500.00	\$7,500.00
	10A	2000	Yes	GMC	JIMMY		1FDKT13WX Y2321840			\$1,800.00	\$2,750.00
	4	2006	Yes	GMC	2500HD Sierra	Pick Up Truck	1GTHK29U66 E236839		94,909	\$12,000.00	\$15,000.00
	110			Hyster	S50C	Forklift	C2D13994S	LPG		\$1,500.00	\$2,500.00
	154	2002	Yes	International	4700	Rack Body Truck	1HTSCABM3 2H554131		221,152	\$8,000.00	\$11,500.00
	9214	1999	Yes	Kenworth	T800	Mixer Truck	1NKDLA0X4 XJ792216	MTM 10YD Mixer, Conveyor	127,738	\$16,000.00	\$23,000.00
	9323	2000	Yes	Kenworth	T800	Dump Truck	1NKDLS0X5 YJ862491	10 Wheel	250,933	\$14,000.00	\$20,000.00
	9412	1999	Yes	Kenworth	T800	Tractor	1XKDDBOX7 XJ820387	Tandem Axle	638,447	\$12,000.00	\$15,000.00
	9413	2001	Yes	Kenworth	W900	Tractor	1XKWDROZ 11J882375	Tandem Axle		\$23,500.00	\$27,000.00

Firm Appraisal  
Master Asset Listing  
As of April 11, 2013

UNIT #	YEAR	SEEN	MAKE	MODEL	TYPE	VI# & S/N	DESCRIPTION	Hours Miles	Forced Liquidation (Auction) Value	Market (Fair Market) Value
84	1995		Mack	RD688S	Dump Truck	1M2P270C0S M023832	Tri Axle		\$11,000.00	\$15,000.00
9209	1989		Mack		Mixer Truck	1M2B197C2K M006304	Not In Service		\$1,000.00	\$2,000.00
9158	2010		Nissan	Frontier	Pick Up Truck	1N6ADOCW5 AC424411			\$16,000.00	\$18,500.00
9410	1998	Yes	Peterbilt	357	Tractor	D434692GL	Tandem Axle	397,988	\$7,500.00	\$11,000.00
9212			Peterbilt	379	Mixer Truck	3550030	Tri Axle		\$5,000.00	\$10,000.00
9521	1997	Yes	Raven		Trailer, Dump, Aluminum	IRLD33436V J097154	Tri Axle		\$14,000.00	\$17,500.00
9415	2007	Yes	Sterling		Tractor	2FWJAZCV0 7AX99841			\$29,000.00	\$35,000.00
9329	2006	Yes	Sterling	L9500	Dump Truck	2FZHAZDE36 AV98000	Tri Axle	2,876,346	\$47,500.00	\$54,000.00
9523			Summit		Trailer, Dump	1S8AD3434T 0008858	Body Only, Aluminum		\$9,500.00	\$12,500.00
9519	1995	Yes	Talbert	T3DW-50SA	Trailer, Lowboy	40FWG4838T 1013218	Tri-Axle		\$22,000.00	\$29,000.00
9156	2005		Toyota	Tacoma	Pick Up Truck	JTENX22N35 Z042787			\$7,000.00	\$8,000.00
3	2003	Yes	Toyote	Tundra	Pick Up Truck	5TBJN321784 08728		169,620	\$3,000.00	\$4,000.00
9526	2007	Yes	Trail King	OLB332	Trailer, Live Bottom Dump	1TKL037317 W019341			\$30,000.00	\$37,500.00
245	2007		Trail King	OLB-332NG	Trailer, Live Bottom Dump	1TKLC373X7 W019340	Tri Axle		\$30,000.00	\$37,500.00
34	2004	Yes	Volvo		Mixer Truck	4V5KC9QF24 N354853		175,432	\$30,000.00	\$40,000.00
48	2004	Yes	Volvo		Mixer Truck	4V5KC9GF34 N354859	Conveyor	187,811	\$35,000.00	\$45,000.00
25	2004	Yes	Volvo		Mixer Truck	4V5KC9GF44 N354854	TMMB 10YD Mixer, Tri Axle	117,260	\$30,000.00	\$40,000.00
28	2004		Volvo		Mixer Truck	4V5KC9GF84 N354856	10.5 YD	126,189	\$30,000.00	\$40,000.00
33	2004		Volvo		Mixer Truck	4V5KC9GFX 4N354857	TMMB 10.5 YD Mixer	140,247	\$30,000.00	\$40,000.00

Firm Appraisal  
Master Asset Listing  
As of April 11, 2013

UNIT #	YEAR	SEEN	MAKE	MODEL	TYPE	VI# & S/N	DESCRIPTION	Hours Miles	Forced Liquidation (Auction) Value	Market (Fair Market) Value
45	2004		Volvo		Mixer Truck	4V5KC9GF14 N354858	TMMB 10.5 YD Mixer, Conveyor		\$35,000.00	\$45,000.00
9216	2004	Yes	Volvo		Mixer Truck	4V5KC9GF64 N354855	TMMB 10.5 YD Mixer	146,400	\$30,000.00	\$40,000.00
9330	2007	Yes	Volvo		Dump Truck	4V5K99GH37 N466467	Tri Axle, Steel Body	231,910	\$50,000.00	\$57,500.00
9151	1995		GMC			26298				
9319	1997		Peterbilt	GLIDER		40817				
9329	2006		Sterling			98000				
26	1994		MACK			13439				
108	2001		Chevrolet			95750				
9143	1995		Nissan			5259				
	2003		NAVI			71716				
	2000		GMC			20550				
	2005		TOYOTA			40834				
	2003		International			53919				
	1995		Peterbilt	GLIDER		69590				