

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

In re: Gator Equipment Rentals of Iberia, LLC, <i>Debtor.</i>	Case No. 16-51667 Chapter 11 (Joint Administration Requested)
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In re: Gator Equipment Rentals of Fourchon, L.L.C., <i>Debtor.</i>	Case No. 16-51668 Chapter 11 (Joint Administration Requested)
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In re: Gator Crane Services, L.L.C., <i>Debtor.</i>	Case No. 16-51669 Chapter 11 (Joint Administration Requested)
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In re: Gator Equipment Rentals, L.L.C., <i>Debtor.</i>	Case No. 16-51671 Chapter 11 (Joint Administration Requested)
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**THIS MOTION APPLIES TO CASE NO. 16-51669,
GATOR CRANE SERVICES, L.L.C.**

**EMERGENCY MOTION PURSUANT TO SECTIONS 361 AND 363 OF THE
BANKRUPTCY CODE AND BANKRUPTCY RULE 4001 FOR ENTRY OF INTERIM
AND FINAL ORDERS: (1) AUTHORIZING THE USE OF CASH COLLATERAL; (2)
GRANTING ADEQUATE PROTECTION; (3) SCHEDULING FINAL HEARING, AND;
(4) PROVIDING RELATED RELIEF**

NOW INTO COURT, through undersigned counsel, comes Gator Crane Services, L.L.C. (“Gator Crane”),¹ who moves this Court for entry of interim and final orders authorizing it to use cash collateral, approve the form of adequate protection to the lender holding a security interest therein, and for related relief. In support, Gator Crane represents:

Jurisdiction and Venue

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory basis for the relief requested herein is 11 U.S.C. §§ 105(a), 363, 364, 1107 and 1108.

Background

2. On December 5, 2016 (the “Petition Date”), Gator Crane filed for relief under Chapter 11 of the Bankruptcy Code. Gator Crane intends to continue to operate its business and manage its properties as debtor-in-possession, pursuant to 11 U.S.C. §§ 1107 and 1108. No trustee or examiner has been requested or appointed, and no official committee of creditors or equity interest holders has yet been established.

¹ Gator Equipment is a companion case along with certain affiliate entities, Gator Equipment Rental of Iberia, LLC (“Gator Iberia”), Gator Equipment Rentals of Fourchon, L.L.C. (“Gator Fourchon”) and Gator Crane Services, L.L.C. (“Gator Crane”). Collectively, Gator Equipment, Gator Iberia, Gator Fourchon and Gator Crane are referred to herein as “Debtors.” Debtors have filed a motion seeking joint administration of the bankruptcy cases. This motion, however, applies solely to the Gator Crane bankruptcy case, No. 16-51669.

3. Gator Crane owns a variety of commercial and industrial use crane equipment that it uses to provide construction and excavation services. Such services operation generate revenues which Gator Crane uses to pay its operating costs.

4. Prior to the Petition Date, Gator Crane obtained several loans from 1st Source Bank (“1st Source”). Specifically, Gator Crane executed, in favor of 1st Source, (i) a promissory note dated November 12, 2014 in the principal amount of \$221,660.74, which references in its Exhibit A the security of eleven (11) Lincoln K1278-12 Welders (the “Welder Note”); (ii) a promissory note dated November 12, 2014 in the principal amount of \$430,580.00, which references in its Exhibit A the security of a 2007 Link Belt HTC-8675 Truck Crane (the “Link-Belt Note”), and; (iii) a revolving promissory note dated November 17, 2014 with a maximum facility amount of \$220,000.00, which references in its Exhibit A the security of certain “equipment inventory” (the “Revolving Note”) (collectively, the “1st Source Notes”).

5. The 1st Source Notes and Schedules “A” were in turn purportedly made the subject of a certain “Loan and Security Agreement” dated November 12, 2014 whereby the terms of the loans, default circumstances, and grant of collateral were spelled out in more detail.²

6. More specifically, at least for purposes of the use of cash collateral, the collateral referenced in the Exhibit A of the Revolving Note, includes: “[t]he inventory listed below (the ‘Equipment Inventory’)” which “is included as Equipment[,]” and includes “[a]ll assets,” including but not limited to . . . “all accounts . . . [and] all equipment . . . (the “Revolver Exhibit”)” The Revolver Exhibit then references two specific items of equipment at the end of the

² Undersigned counsel does not presently have a copy of referenced Loan and Security Agreement, only the promissory notes and exhibits A referenced herein. Gator Crane reserves all rights related to the 1st Source Bank credit facilities, as set forth in Paragraph 18 herein.

description: Two (2) Grove TMS640 Truck Cranes. A copy of the Revolver Note and Exhibit is attached hereto as Exhibit "1."

7. The Revolver Exhibit does not contain a cross-collateralization provision whereby the collateral upon which 1st Source allegedly was granted a lien (*i.e.*, the accounts receivable of Gator Crane) further stands as collateral for any and all obligations owed by Gator Crane to 1st Source (in this case, any sums due pursuant to the 1st Source Notes). Thus, to the extent the Revolving Note conveys to 1st Source a security interest in Gator Crane's AR, the remaining notes are not included within that grant, unless such a provision is contained in another agreement that the Debtor does not possess.

8. To the extent 1st Source claims a security interest in Gator Crane's accounts, Gator Crane disputes such claim. Gator Crane suggests that the intended collateral as per the security interest is two (2) Grove TMS640 Truck Cranes.

9. 1st Source filed a related UCC-1 Financing Statement on November 18, 2014, a copy of which is attached hereto as Exhibit "2." The related UCC-1 is stated in much clearer terms than that of the Revolver Exhibit.

Use of Cash Collateral on Interim and Final Basis

10. Gator Crane derives revenues from its crane operations. These crane services, from time to time, generate funds that Gator Crane uses to fund its daily operations. Gator Crane intends to continue operations and to do so will require use of proceeds from pre-petition accounts receivable. Attached hereto as Exhibit "3" is a copy of a Budget prepared by Gator Crane outlined the projected use of funds from operations (the "Budget").³

³ Without limitation, Gator Crane reserves all rights to assert that (i) the proceeds from the equipment are not collateral of 1st Source; and/or (ii) all or part of its cash on hand is not cash collateral or proceeds of cash collateral.

11. By this Motion, Gator Crane respectfully requests that it be authorized, pursuant to Sections 105(b), 362, 363, 506, 507 and 1108 of the Bankruptcy Code and Rules 2002, 4001, 6004(h), 7062 and 9014 to (i) use cash collateral of 1st Source on an interim and final basis in accordance with the terms and conditions of the order submitted herewith and attached hereto as Exhibit "4" (the "Proposed Interim Cash Collateral Order").

12. Rule 4001(b)(2) provides that a hearing on use of cash collateral may not be conducted earlier than fourteen days after service of the motion requesting such use, but that a court may grant a preliminary hearing earlier than such date to authorize the use of such cash collateral necessary to prevent immediate and irreparable injury. Gator Crane requests that an immediate, emergency preliminary hearing be scheduled pursuant to 11 U.S.C. § 363(c)(3) for as soon as is practicable for this Court to grant authority to Gator Crane to use cash collateral in accordance with the budget time periods covering the gap between the filing of this motion and the date this Court fixes for a final hearing.

13. Gator Crane will suffer immediate and irreparable injury if such emergency, limited authorization is not approved as it must pay payroll, vendors, suppliers, utilities and other costs of operation. If it is unable to pay its ongoing post-petition obligations until final hearing, it is quite likely that the business will be unable to successfully reorganize as employees may quit, vendors and suppliers may terminate services and goods, and utilities may terminate service. For these reasons, Gator Crane suggests interim relief is appropriate.

14. Gator Crane further requests that this Court schedule final hearing on this Motion for such time as this Court has available after the expiration of fourteen days from the service of this Motion.

15. At such final hearing, Gator Crane requests that this Court authorize it to use cash collateral in accordance with the Budget for the time period covered by the budget (13 weeks) subject to the ability to request further extensions of such authorization via future orders of this Court.

Adequate Protection

16. 11 U.S.C. § 363(c)(3) and (e) provide that use of cash collateral may be granted if the secured party (1st Source) is adequately protected. Adequate protection determinations are made on a case by case basis to determine whether a creditor's secured position is diminished by the proposed use of the collateral.

17. However, to the extent that use of cash collateral by Gator Crane does impair the secured position of 1st Source, Gator Crane proposes to provide 1st Source with a replacement lien on any post-petition generated accounts receivable to the extent, and only to the extent necessary to alleviate such impairment. The Budget shows that Gator Crane will generate sufficient post-petition accounts receivable to adequately protect 1st Source.

18. Under these circumstances, 1st Source is adequately protected and use of cash collateral in accordance with the Budget should be authorized.

Reservation of Rights

19. Nothing herein shall be considered to be a determination with regard to collateral valuations, secured status of 1st Source, amount of claim by 1st Source against any debtor entity, or any other issues arising from the relationship between 1st Source and any of the debtor entities. The adequate protection proposed herein is agreed to by 1st Source and Gator Crane as an expeditious resolution of the cash collateral issue, but all rights, claims and defenses are reserved to the parties for future final determination and any order entered hereon shall not be

determinative or dispositive of any issue of oversecured, fully secured, undersecured status, extent of liens, validity of liens, collateral definitions, or any other issue arising under the agreements by and between 1st Source and the debtor entities.

Summary

Pursuant to Rule 4001(b)(1)(B), Gator Crane provides the following summary regarding the request to use cash collateral and incorporates, by reference the provisions of the Proposed Interim Cash Collateral Order:

- 1) Entity having an alleged interest in cash collateral – 1st Source Bank
- 2) Purposes for use of cash collateral – outlined in the Budget attached hereto;
- 3) The term of use of cash collateral – in accordance with the Budget through the first thirteen weeks;
- 4) Adequate protection – Gator Crane proposes that 1st Source be granted replacement liens on post-petition generated accounts receivable and proceeds therefrom.

Notice

20. Notice of this Motion has been given to 1st Source, the twenty largest unsecured creditors, all creditors having filed a financing statement against Gator Crane, and the Office of the United States Trustee. Gator Crane respectfully suggests that such notice is appropriate for expedited emergency consideration of the Motion.

WHEREFORE, Gator Crane prays that it be authorized, pursuant to entry by this Court of the Proposed Interim Cash Collateral Order, to use cash collateral in accordance with the Budget attached hereto, and further that this Court fix an emergency hearing at its earliest convenience to authorize an immediate, preliminary use of cash collateral pending final hearing, and to schedule a final hearing at the conclusion of such preliminary hearing. Gator Crane further prays for such other relief deemed equitable and just.

Respectfully Submitted,

STEWART ROBBINS & BROWN LLC
P. O. Box 2348
Baton Rouge, LA 70821-2348
(225) 231-9998 Telephone
(225) 709-9467 Fax

By: /s/ Paul Douglas Stewart, Jr.
Paul Douglas Stewart, Jr. (La. #24661)(T.A)
dstewart@stewartrobbins.com
Brandon A. Brown (La. # 25592)
bbrown@stewartrobbins.com
Ryan J. Richmond (La. #30688)
rrichmond@stewartrobbins.com

*Proposed Attorneys for Gator Equipment Rentals
of Iberia, LLC, Gator Equipment Rentals of
Fourchon, L.L.C., Gator Crane Services, L.L.C.
and Gator Equipment Rentals, L.L.C.*

EXHIBIT 1



ORIGINAL

PROMISSORY NOTE – Revolving

Payment Schedule:	Maximum Facility: \$220,000.00
Interest only until November 30, 2015 (i.e., for the first 12 months after the execution date of this Note), then converting to fully-amortizing principal plus interest monthly payments, for the succeeding 35 months, plus 1 final payment on the Loan Due Date of the outstanding balance including principal, interest, and any other unpaid monetary obligations of Customer to Bank. For illustration, the fully-amortizing payments would each be \$6,111.11 plus interest, if the Maximum Facility is outstanding on November 30, 2015 and the Interest Rate is 1-year LIBOR Rate plus 3.5% at that time.	Interest Rate: Floating Rate Margin: 3.5% per annum in excess of the Index Rate.
Minimum Advance Increment: \$25,000.00	
Payment Due Date: First payment due on December 31, 2015, monthly payments due on the last day of each month thereafter.	Last Funding Date: November 30, 2015 Loan Due Date: November 30, 2018

- This Promissory Note ("Note") is executed and delivered pursuant to the Loan and Security Agreement dated November 12, 2014 ("Agreement") between GATOR CRANE SERVICE, L.L.C. ("Customer") and 1st Source Bank ("Bank"). This Note memorializes a "loan" as defined in and made under the Agreement. All terms that are capitalized in this Note which are not otherwise defined in this Note shall have the meanings ascribed in the Agreement. This Note is subject in all respects to the terms and conditions contained in the Agreement, all of which are incorporated by reference into this Note. These terms and conditions cover, among other things, events and circumstances that constitute a default by Customer, and Bank's rights and remedies in respect of a Customer default.
- Bank agrees to advance to Customer until the Last Funding Date, at such times and in such amounts as Customer may request in accordance with Section 3, amounts not exceeding the Maximum Facility outstanding at any time. Advances may be repaid and re-borrowed until the Last Funding Date. The principal amount of indebtedness owing pursuant to this Note may change from time to time, decreasing in an amount equal to any and all payments of principal made by Customer and increasing by an amount equal to any and all advances made by Bank to Customer through Last Funding Date and otherwise subject to the terms of this Note and the Agreement. The books and records of Bank shall be conclusive evidence of the amount of principal and interest owing hereunder at any time absent manifest error.
- Customer may request an advance under this Note only pursuant to such forms as Bank may require. Any request for an advance will be deemed to constitute an affirmation that all Customer's representations and warranties in the Agreement are true and correct and that the purpose intended for the funds conforms to the credit approval terms. Bank will not be obligated to honor a request for an advance if (a) upon giving effect to such advance a state of default (as described in the Agreement) or any event which with notice and/or the passage of time would become a default exists at the time the advance is to be made, or (b) Bank has previously or concurrently declared all amounts owing hereunder to be immediately due and payable, or (c) the amount requested causes the total amount outstanding hereunder to exceed the Maximum Facility, or (d) it is then after Last Funding Date.
- Customer promises to pay to Bank or to Bank's order, at such office as Bank may direct, the unpaid principal balance of the Loan and all other sums which become due under the Loan Agreement, with interest commencing on the Initial Loan Funding Date, at the Interest Rate per annum specified above, according to the Payment Schedule above. The entire balance due under this Note is due and payable in full on the Loan Due Date.
- The Floating Rate is equal to the 1-year LIBOR Rate (the "Index Rate") plus the Margin specified above. The Index Rate shall mean the rate published with the foregoing title in the Money Rates column of The Wall Street Journal (New York-United States Edition). If such Index Rate is expressed in a range in The Wall Street Journal, the higher of the reported range will apply. If The Wall Street Journal ceases to publish the Index Rate, Bank in its sole discretion shall use a similar source to determine the Index Rate. The initial Index Rate shall be determined on the Loan Funding Date. The Index Rate shall be redetermined on the last business day of the calendar month preceding each annual anniversary date, and shall become the basis for assessing interest for the next succeeding indicated period, effective on and after the first calendar day of such period. However, the Floating Rate shall never be lower than four (4%) percent per annum.

Executed by Customer on November 17, 2014.

CUSTOMER: GATOR CRANE SERVICE, L.L.C.

Signature: Joey Pierce
Joey Pierce, Member/Managing Director

Signature: Norman J. Schieffler, Jr.
Norman J. Schieffler, Jr., Member/Managing Director

BANK USE ONLY:
Initial Loan Funding Date: 12/3/14

SCHEDULE "A"

This Schedule A becomes a part of the Loan and Security Agreement dated November 12, 2014 ("Agreement") between GATOR CRANE SERVICE, L.L.C. ("Customer") and 1st Source Bank ("Bank") by Customer's act of requesting funding and Bank's act of advancing funds in respect of the property described below, which property shall be included as "Equipment" in the "Collateral" (as defined in the Agreement).

1. The inventory listed below (the "Equipment Inventory") is included as Equipment:

All Assets, including but not limited to: (a) all accounts (including rights to payment of money arising from the license, sale, lease or assignment of property, health-care insurance receivables, credit card receivables and lottery winnings), contract rights, general intangibles (including payment intangibles, software, all insurance refund claims and all other insurance claims and proceeds, tax refund claims, patents, patent application, trademarks, trademark applications, trade names, copyrights, copyright applications, right to sue and recover for past infringement of patents, trademarks and copyrights, customer lists, goodwill, licenses and permits necessary for operation of the business of Customer, instruments (including promissory notes), chattel paper (including tangible chattel paper and electronic chattel paper), invoices, contracts, claims, leases, agreements, books and records, policies or certificates of insurance, deposits, deposit accounts, documents, documents of title, choses in action, inventory, investment property, letter-of-credit rights and letters of credit, supporting obligations, and all rights arising from the sale of accounts, payment intangibles or promissory notes, in the case of each of the foregoing whether now owned or existing or hereafter acquired or arising; (b) all equipment, machinery, motor vehicles, furniture and all other goods and personal property and interests in goods and personal property, and all fixtures; in the case of each of the foregoing whether now owned or existing or hereafter acquired or arising; and (c) all attachments, additions, accessions, parts, repairs, accessories, substitutions, exchanges and replacements for, products and proceeds of, all of the foregoing, including, without limitation, proceeds of insurance (collectively, the "Collateral") including but limited to:

One (1) Grove TMS640 Truck Crane s/n 476TS0640TS083879

One (1) Grove TMS640 Truck Crane s/n 476TS0640TS084918

2. Customer may sell any item or items of Equipment Inventory in the ordinary course of its business to another individual or entity without Bank's prior written consent. However (i) in the case of a sale of all of the Equipment Inventory, Customer must pay Bank in full the Loan and other accrued and unpaid monetary obligations of Customer under the Agreement pertaining to this Equipment Inventory, (ii) in the case of a sale of less than all of the Equipment Inventory, Customer must pay Bank the portion of the Loan and other accrued and unpaid monetary obligations associated with the item or items of Equipment Inventory sold (as conclusively reflected in the books and records of Bank), and (iii) in the case of a sale of any or all of the Equipment Inventory at a time when a default under the Agreement exists, Customer must also pay Bank all excess proceeds of the sale over and above the portion of the Loan pertaining to this Equipment Inventory and other accrued and unpaid monetary obligations associated with the item or items of Equipment Inventory sold, such excess to be applied to the remaining portion of the Loans otherwise under the Agreement and any other accrued and unpaid monetary obligations under the Agreement. All proceeds of any sale shall be included in Collateral, and Customer shall hold such proceeds in trust for Bank, separated from all of Customer's other funds and assets.
3. Customer may lease or rent any item or items of Equipment Inventory in the ordinary course of its business for a lease or rent term not exceeding one year to another individual or entity without Bank's prior written consent. Any lease or rental arrangement with a term in excess of one year must be approved by Bank, in its discretion, in writing and in advance. Customer, if and as requested by Bank, shall deliver the original lease to Bank, or stamp each lease, and/or take such additional or other steps necessary to establish a perfected, first priority security interest in favor of Bank in each such lease. In addition to, and not in lieu of, Customer's other repayment obligations, Customer shall pay to Bank eighty percent (80%) of the rents received during the Preceding Period (as defined below) for leased or rented Equipment Inventory ("Designated Item"). Such payment shall be (a) paid to Bank on the next installment due date (the "Designated Payment Date") for the relevant Loan; and (b) shall be applied by Bank first in payment of the amount of the Loan applicable to the Designated Item as is due on the Designated Payment Date, then in payment of any other obligation of Customer to Bank as Bank in its discretion may see fit, and Customer shall not have the right to require any inconsistent appropriation. The term "Preceding Period" shall mean, if the Loan applicable to the Designated Item is payable in monthly installments, the calendar month immediately preceding the calendar month in which the Designated Payment Date occurs, otherwise the period beginning on the first day of the calendar month in which the installment due date immediately preceding the month in which the Designated Payment Date occurs. For the purpose of this provision, Customer agrees that if more than one item of Collateral which is inventory is described above, the phrase "the amount of the Loan applicable to the Designated Item" shall mean an amount equal to that part of the such Loan (as conclusively determined by Bank's records) which was made by Bank against such Designated Item. Customer agrees to promptly render monthly billings to all lessees of Equipment Inventory. Upon the sale, with or without the consent of Bank, of any item of Collateral, the amount of the Loan applicable thereto shall become immediately due and payable and Customer shall immediately pay such amount in cash to Bank without notice or demand. All proceeds of any leases, rental arrangements or sale shall be included in Collateral, and Customer shall hold such proceeds in trust for Bank, separated from all of Customer's other funds and assets.
4. Note: If the Equipment is subject to a certificate of title statute, Customer is responsible for applying for certificates of title with Bank's lien noted thereon within ten (10) days from the date these units are financed by Bank.

BANK USE ONLY

Loan Funding Date:

12/13/14

APPROVAL INITIALS

me

EXHIBIT 2

UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS

Gary Loftin Caddo Parish Clerk of Court 09-1252435 11/18/2014 09:57 AM

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 862-4141 B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com C. SEND ACKNOWLEDGMENT TO: (Name and Address) 10450 - 1ST SOURCE CT Lien Solutions 45672451 P.O. Box 29071 LOUI Glendale, CA 91209-9071

Handwritten signature and DEPUTY CLERK stamp

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME GATOR CRANE SERVICE, L.L.C. 1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY 1107 W. TUNNEL BLVD. HOUMA LA 70361 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME 2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME 1st Source Bank, Construction Equipment Division 3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY P.O. Box 783 South Bend IN 46824 USA

4. COLLATERAL: This financing statement covers the following collateral: All Assets, including but not limited to: (a) all accounts (including rights to payment of money arising from the license, sale, lease or assignment of property, health-care-insurance receivables, credit card receivables and lottery winnings), contract rights, general intangibles (including payment intangibles, software, all insurance refund claims and all other insurance claims and proceeds, tax refund claims, patents, patent application, trademarks, trademark applications, trade names, copyrights, copyright applications, right to sue and recover for past infringement of patents, trademarks and copyrights, customer lists, goodwill, licenses and permits necessary for operation of the business of Customer, instruments (including promissory notes), chattel paper (including tangible chattel paper and electronic chattel paper), invoices, contracts, claims, leases, agreements, books and records, policies or certificates of insurance, deposits, deposit accounts, documents, documents of title, choses in action, inventory, investment property, letter-of-credit rights and letters of credit, supporting obligations, and all rights arising from the sale of accounts, payment intangibles or promissory notes, in the case of each of the foregoing whether now owned or existing or hereafter acquired or arising; (b) all equipment, machinery, motor vehicles, furniture and all other goods and personal property and interests in goods and personal property, and all fixtures, in the case of each of the foregoing whether now owned or existing or hereafter acquired or arising; and (c) all attachments, additions, accessions, parts, repairs, accessories, substitutions, exchanges and replacements for, products and proceeds of, all of the foregoing, including, without limitation, proceeds of insurance (collectively, the "Collateral") including but not limited to:

- One (1) Grove TMS640 Truck Crane s/n 476TS0640TS083870
One (1) Grove TMS640 Truck Crane s/n 476TS0640TS084818

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction, Manufactured-Home Transaction, A Debtor is a Transmitting Utility, Agricultural Lien, Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor, Consignee/Consignor, Seller/Buyer, Bailor/Bailor, Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA: 45672451 2261078 NPM

EXHIBIT 3

**Gator Crane
13 Week Cash Flow Budget**

Week ending:	12/16/2016	12/23/2016	12/30/2016	1/6/2017	1/13/2017	1/20/2017	1/27/2017	2/3/2017	2/10/2017	2/17/2017	2/24/2017	3/3/2017	3/10/2017
Week number:	1	2	3	4	5	6	7	8	9	10	11	12	13
Sales	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	22,500	22,500
Cash Receipts													
Equipment Rental Collections-Pre	12,600	12,600	12,600	22,800	22,800	22,800	22,800	11,000	11,000	11,000	11,000		
Equipment Rental Collections-Post				2,800	2,800	2,800	2,800	15,000	15,000	15,000	15,000	18,800	18,800
Office Rental Income													
Term Loan Proceeds													
Line of Credit Drawdowns													
Total Cash Receipts	\$ 12,600	\$ 12,600	\$ 12,600	\$ 25,600	\$ 25,600	\$ 25,600	\$ 25,600	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 18,800	\$ 18,800
Cash Disbursement -Operations													
COG-ReRental													
COG-Other													
Auto Expenses- Tires, parts	900				900					900			
Equipment Maintenance	800	800	800	800	800	800	800	800	800	800	800	800	800
Fuel	1,800				1,800					1,800			
Licenses													
Operating Supplies					300					300			
Permits													
Total Operating Disbursements	\$ 3,500	\$ 800	\$ 800	\$ 800	\$ 3,800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 3,800	\$ 800	\$ 800	\$ 800
Cash Disbursements - SG&A													
Payroll -Executives													
Payroll - Employees		6,200		6,200		6,200		6,200		6,200		6,200	
Payroll Tax		400		400		400		400		400		400	
Payroll- Fees		200		200		200		200		200		200	
Past Due Payroll Tax													
Contract Employees	4,700		4,700			4,700		4,700		4,700		4,700	
Insurance- Employee		(700)		(700)		(700)		(700)		(700)		(700)	
Insurance- Worker's Comp			2,600				2,600				2,600		

Gator Crane
13 Week Cash Flow Budget

Week ending:	12/16/2016	12/23/2016	12/30/2016	1/6/2017	1/13/2017	1/20/2017	1/27/2017	2/3/2017	2/10/2017	2/17/2017	2/24/2017	3/3/2017	3/10/2017
Week number:	1	2	3	4	5	6	7	8	9	10	11	12	13
Insurance- Owner Life													
Insurance- Liability													
Advertising & Sales Costs													
Computer Services													
Bank Charges/ Credit Card													
Meals & Entertainment													
Office Expense													
Rent			1,000					1,000				1,000	
Telephone/ Cell phones													
Utilities													
Property Tax													
Sales Tax													
Dues and Subscriptions													
Other													
G & A Allocation		15,200		15,200		15,200		15,200		15,200		15,200	
Total SG & A	\$ 4,700	\$ 21,300	\$ 8,300	\$ 21,300	\$ -	\$ 26,000	\$ 2,500	\$ 27,000	\$ -	\$ 26,000	\$ 2,600	\$ 27,000	\$ -
Cash Disbursements- Restructuring Fees													
US Trustee							700						
Legal				10,000				7,500				7,500	
Financial-BB				10,000				7,500				7,500	
Total Restructuring Fees	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ 700	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000	\$ -
Total Disbursements	8,200	22,100	9,100	42,100	3,800	26,800	4,100	42,800	800	29,800	3,400	42,800	800
Net Weekly Cash Flow	4,400	(9,500)	3,500	(16,500)	21,800	(1,200)	21,500	(16,800)	25,200	(3,800)	22,600	(24,000)	18,000
Beginning cash	\$ 17,524	\$ 21,924	\$ 12,424	\$ 15,924	\$ (576)	\$ 21,224	\$ 20,024	\$ 41,524	\$ 24,724	\$ 49,924	\$ 46,124	\$ 68,724	\$ 44,724
Net Weekly Cash Flow	4,400	(9,500)	3,500	(16,500)	21,800	(1,200)	21,500	(16,800)	25,200	(3,800)	22,600	(24,000)	18,000
Ending Cash Balance	\$ 21,924	\$ 12,424	\$ 15,924	\$ (576)	\$ 21,224	\$ 20,024	\$ 41,524	\$ 24,724	\$ 49,924	\$ 46,124	\$ 68,724	\$ 44,724	\$ 62,724

EXHIBIT 4

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

In re:	Case No. 16-51667
Gator Equipment Rentals of Iberia, LLC,	Chapter 11
<i>Debtor.</i>	(Joint Administration Requested)

In re:	Case No. 16-51668
Gator Equipment Rentals of Fourchon, L.L.C.,	Chapter 11
<i>Debtor.</i>	(Joint Administration Requested)

In re:	Case No. 16-51669
Gator Crane Services, L.L.C.,	Chapter 11
<i>Debtor.</i>	(Joint Administration Requested)

In re:	Case No. 16-51671
Gator Equipment Rentals, L.L.C.,	Chapter 11
<i>Debtor.</i>	(Joint Administration Requested)

**THIS ORDER APPLIES TO CASE NO. 16-51669
GATOR CRANE SERVICES, L.L.C.**

**INTERIM ORDER
AUTHORIZING USE OF CASH COLLATERAL**

Considering the Motion for an Order Authorizing Use of Cash Collateral, and Granting Adequate Protection for Use of Cash Collateral (the "Cash Collateral Motion") [P- _____] filed

by Gator Crane Services, L.L.C. (the "Debtor"), the record of this case, and applicable law, and for reasons orally assigned:

IT IS ORDERED that the Debtor is authorized to use to use cash and other property in which the 1st Source Bank (the "1st Source") may claim to have an interest ("Cash Collateral") subject to the terms of this Interim Order and exclusively for the purposes of the disbursements set forth in Exhibit "A" (the "Interim Budget"), as may be modified from time to time (the "Approved Disbursements").

IT IS FURTHER ORDERED that the Debtor may use Cash Collateral in an amount equal to up to twenty percent (20%) more than a particular corresponding "category" in the Interim Budget, provided that (a) Cash Collateral is available, and (b) the aggregate amount of the Interim Budget is not exceeded by twenty percent (20%).

IT IS FURTHER ORDERED that nothing in the schedule of Approved Disbursements, this Interim Order, or the implementation of this Interim Order shall be deemed or construed as (a) a finding or admission as to the validity of any claim relating to an item shown as an Approved Disbursement, (b) an agreement or promise by any party-in-interest to pay any such claim, or (c) a waiver of the rights of any party in interest to contest any such claim or payment.

IT IS FURTHER ORDERED that nothing in this Interim Order shall: (i) be deemed or construed as a finding or conclusion that 1st Source holds a valid perfected lien upon the Debtor's cash or other property; or (ii) constitute a waiver of rights, claims, or defenses of the Debtor regarding the claims of 1st Source, or the alleged liens of 1st Source.

IT IS FURTHER ORDERED that nothing in this Interim Order shall be deemed or construed as approving or disapproving any administrative expense claim for professional compensation such as attorneys' fees, accountants' fees, or property management fees; all

requests for approval of administrative expenses shall be made and resolved in accordance with applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules of this Court.

IT IS FURTHER ORDERED that, as adequate protection for and to secure an amount equal to the diminution, from and after December 12, 2016 (the "Petition Date"), in the value of 1st Source' interest in the Cash Collateral, BUT ONLY (A) to the extent and in the event that it would be ultimately determined that 1st Source possesses valid, non-avoidable pre-petition liens and security interests and (B) to the extent that such liens and security interests are entitled to adequate protection against such diminution under the Bankruptcy Code, including, without limitation, any such diminution resulting from the use by the Debtor of the Cash Collateral, the Debtor shall and does hereby grant 1st Source (a) a security interest in and lien (collectively, the "Adequate Protection Liens") upon the Cash Collateral and the proceeds, products, rents, offspring, and profits thereof, whether arising from Bankruptcy Code § 552(b) or otherwise, excluding only causes of action arising under Title 11 of the United States Code (collectively, the "Post-Petition Collateral"), in the same respective priority 1st Source held prior to the Petition Date, and subject only to valid, perfected, enforceable and non-avoidable liens and security interests granted by law or by the Debtor to any person or entity that were superior in priority to the pre-petition security interests and liens held by 1st Source, and only to the extent that 1st Source' liens are not otherwise subject to avoidance or subordination, which Adequate Protection Liens are granted to secure the amount of any post-petition diminution in the value of 1st Source interests in the Cash Collateral to the extent such interests are entitled to adequate protection against such diminution under the Bankruptcy Code.

IT IS FURTHER ORDERED that, notwithstanding the foregoing or anything herein to the contrary, the Post-Petition Collateral shall not include any claims, causes of action and proceeds thereof arising under Bankruptcy Code §§ 510, 544, 545, 546, 547, 548, 549, 550, and 551.

IT IS FURTHER ORDERED that the Adequate Protection Liens shall be valid, perfected, enforceable, and effective as of the Petition Date without any further action by the Debtor or 1st Source, and without the execution, filing, or recordation of any financing statements, security agreements, vehicle lien application, or notice, mortgages, or other documents.

IT IS FURTHER ORDERED that this Interim Order, or a copy of this Interim Order, shall be sufficient conclusive evidence of the validity, priority, enforceability, and effectiveness of the Adequate Protection Liens granted hereunder; *provided, however*, that the Debtor is authorized and directed to execute and deliver to 1st Source such documents including, without limitation, mortgages, pledges, and Uniform Commercial Code financing as such pre-petition lender shall reasonably require to be signed by the Debtor to evidence, create, perfect, or file any of the Adequate Protection Liens, and to pay such reasonable costs and expenses incurred by 1st Source thereby.

IT IS FURTHER ORDERED that the Debtor's use of Cash Collateral shall expire, subject to any applicable notice requirements set forth herein, on the earliest to occur (each occurrence hereinafter referred to as a "Termination Event"): (a) the effective date of a plan confirmed under 11 U.S.C. § 1129; (b) the dismissal or conversion of this Chapter 11 case to a case under Chapter 7 of Title 11 of the United States Code; (c) the appointment of a trustee or examiner under Bankruptcy Code § 1104; or (d) further order of this Court.

IT IS FURTHER ORDERED that the terms of this Interim Order shall be valid and binding upon the Debtor, all creditors of the Debtor, all creditors of the bankruptcy estate of the Debtor, and all other parties-in-interest from and after the execution of this Interim Order by the Court, but that all rights are reserved to the Debtor and parties-in-interest regarding (i) requests for modification of this Interim Order; or, (ii) any “final” order to be entered regarding the use of Cash Collateral.

IT IS FURTHER ORDERED that in the event the Court modifies any provisions of this Interim Order following any further hearing, such modifications shall not affect the rights and priorities of 1st Source granted pursuant to this Interim Order.

IT IS FURTHER ORDERED that this Interim Order constitutes an Interim Order pursuant to FED. R. BANKR. P. 4001(b).

IT IS FURTHER ORDERED that a final hearing to consider the Cash Collateral Motion and the relief sought therein shall be held on _____ at _0:00 a.m. Central Time.

IT IS FURTHER ORDERED that the Debtor shall serve a copy of this Interim Order upon all secured creditors of record, 1st Source, the Office of the United States Trustee, the Debtor’s twenty (20) largest unsecured creditors, and any party having filed a request to receive notice in this case, not later three (3) business day after the date hereof.

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Respectfully Submitted,

STEWART ROBBINS & BROWN LLC
P. O. Box 2348
Baton Rouge, LA 70821-2348
(225) 231-9998 Telephone
(225) 709-9467 Fax

By: /s/ Paul D. Stewart
Paul Douglas Stewart, Jr. (La. #24661)(T.A)
dstewart@stewartrobbins.com
Brandon A. Brown (La. # 25592)
bbrown@stewartrobbins.com
Ryan J. Richmond (La. #30688)
rrichmond@stewartrobbins.com

*Proposed Attorneys for Gator Equipment Rentals
of Iberia, LLC, Gator Equipment Rentals of
Fourchon, L.L.C., Gator Crane Services, L.L.C.
and Gator Equipment Rentals, L.L.C.*