

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:

**GLOBAL SOLUTIONS & LOGISTICS,
LLC,**

Debtor and Debtor-in-Possession.

Case No. 17-31659-WRS

Chapter 11

**MOTION TO SELL PROPERTY FREE AND CLEAR OF LIENS
AND TO ASSUME AND ASSIGN EXECUTORY CONTRACTS**

COMES NOW Global Solutions & Logistics, LLC, the Debtor in this Chapter 11 bankruptcy case (“the Debtor”), and moves, pursuant to 11 U.S.C. §§ 363(b)(1), 363(f), and 363(k), and FED. R. BANKR. P. 6004(a) and 6004(c), to sell property of the estate, free and clear of existing liens where applicable. The Debtor also moves to assume and assign certain current executory contracts pursuant to 11 U.S.C. §§ 365(a) and 365(f). In support thereof, the Debtor states as follows:

FACTUAL ALLEGATIONS

1. The Debtor filed its voluntary petition under Chapter 11 on June 10, 2017 and is operating as a debtor-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108. No trustee or creditor committee has been appointed.

2. At the time of its bankruptcy filing, the Debtor’s equipment, inventory, furniture, cash, and accounts and notes receivable were subject to blanket liens (“the Blanket Liens”) held by SunTrust Bank (“SunTrust”) (Claims 37, 38, & 40), Synovus Bank (“Synovus”) (Claim 15), and Commercial Credit Group, Inc. (“CCG”) (Claim 32) in that order of priority. In addition, SunTrust held perfected liens on six vehicles (Claims 37, 38, & 40), and SunTrust

Equipment Finance & Leasing Corp. (“SunTrust Leasing”) held a perfected lien on one vehicle that incorporates a piece of equipment SunTrust Leasing financed known as a “Presvac” (Claim 41).

3. Certain items of equipment owned by the Debtor are subject to purchase-money security interests held by De Lage Landen and Komatsu Financial that take priority over the Blanket Liens.

4. The Debtor owns ten vehicles and several trailers (the “Unencumbered Titled Assets”) that are unencumbered by the Blanket Liens due to the application of the Alabama Uniform Certificate of Title and Antitheft Act (“AUCTAA”), specifically ALA. CODE § 32-8-61, and are not subject to any other security interests or liens.¹

5. The Debtor’s principals, Dave and Amy Alexander, have been searching for buyers for the Debtor’s business and for its assets since early 2017 by directly contacting dealers and distributors of the Debtor’s equipment, and by listing certain vehicles and equipment for sale online; however, they have met with only minimal success.

6. In July 2018, SunTrust and SunTrust Leasing sold their secured obligations, including all notes, security agreements and guaranties, and all related collateral rights, to CMM Holdings R, LLC, d/b/a AIMS Companies (“AIMS”). (Docs. 225-228). Consequently, AIMS now holds the senior Blanket Lien on the Debtor’s equipment, inventory, furniture, cash, accounts and notes receivable, and general intangibles, as set forth more specifically in the

¹ In its joinder of the Bankruptcy Administrator’s Motion to Convert, the Debtor’s largest unsecured creditor, Summit Company, L.P. (“Summit”), asserted that it held a secured claim against the Debtor pursuant to a judgment lien arising from a domesticated judgment it obtained against the Debtor in Texas. (Doc. 255). Summit’s assertion is incorrect. Summit only domesticated its judgment against the Debtor’s co-defendants, L. David Alexander and Brenford Environmental Services, Inc. (CV-2017-900185, Circuit Court of Russell County, Ala.; CV-2017-900186, Circuit Court of Russell County, Ala.). Moreover, if Summit had attempted to domesticate its judgment against the Debtor, it would have violated the automatic stay because it did not file its domestication complaints until July 7, 2017. Summit’s claim may or may not be secured by assets outside the Debtor’s bankruptcy estate, but Summit is an unsecured creditor with respect to the Debtor’s assets.

security agreements attached to the AIMS claims, as well as the seven titled vehicles previously pledged to SunTrust and SunTrust Leasing, while Synovus and CCG retain subordinate Blanket Liens over the non-titled assets.² The combined outstanding principal balance of the notes purchased by AIMS is \$1,438,363.96.

7. AIMS has made a written offer to purchase certain of the Debtor's assets (collectively, the "Purchased Assets") for a purchase price of \$1,021,000.00, as follows:

a. AIMS will purchase those assets in which it has the senior lien or security interest ("the AIMS Secured Assets"), including the Debtor's general intangibles, accounts receivable and contract rights, specific scheduled hard assets, and the seven vehicles in which it holds a lien, through a credit bid of \$755,000.00, and

b. AIMS will purchase the Unencumbered Titled Assets for a cash payment of \$266,000.00.³

Lists of the tangible AIMS Secured Assets are attached as **Exhibit A** (non-AUCTAA assets subject to senior Blanket Lien) and **Exhibit B** (AUCTAA assets subject to perfected security interest). The AIMS Secured Assets do not include any asset in which another creditor has a

² AIMS did not purchase SunTrust Claims 36 or 39. Claim 36, based on a credit card agreement, was also filed by SunTrust as a secured claim, and it attached in support of that assertion the same security documents and titles attached to the three SunTrust claims that were assigned to AIMS (37, 38, & 40), but SunTrust has not amended Claim 36 after the AIMS transaction to reflect that it is now an unsecured claim. Although undersigned counsel has not been able to confirm whether AIMS purchased all of the security agreements executed by the Debtor in favor of SunTrust, the Debtor is not aware of any security agreements that it executed other than those attached to the claims sold to AIMS. Moreover, even if there were additional documents pledging personal property collateral to secure the obligations referenced in Claim 36, any security interest of SunTrust would be unperfected, as it has no corresponding UCC-1 of record. Claim 39 is on its face not secured by any property of the Debtor's estate, but is secured by real property owned by a non-debtor entity. Accordingly, SunTrust does not appear to have any continuing security interest in the assets covered by the Blanket Liens.

³ The Unencumbered Titled Assets appraised in September 2018 for \$217,510.00, substantially below the offered price.

security interest senior in priority to AIMS's Blanket Lien.⁴ AIMS will also agree to release its Blanket Lien on the Debtor's operating cash in its DIP account if the transaction is approved and successfully implemented. A list of the Unencumbered Titled Assets AIMS proposes to purchase is attached as **Exhibit C**. AIMS has also advised that it seeks to designate certain contracts of the Debtor to be assumed by the Debtor and assigned to AIMS. The Debtor has accepted the AIMS offer, subject to approval by the Court under 11 U.S.C. §§ 363(b), 363(f), 363(k), and 365, and subject to entry by the Debtor and AIMS into a definitive agreement evidencing the agreed and approved terms of the transaction (an "APA").

8. Prior to the Debtor's receipt of the offer from AIMS, the Bankruptcy Administrator filed a motion to convert this case to Chapter 7 (Doc. 251), and her motion has been joined by Summit (Doc. 255) and SunTrust and SunTrust Leasing (Doc. 258). A hearing on this motion has been scheduled for October 2, 2018. (Doc. 251).

9. AIMS has emphasized that its offer is contingent on the Debtor remaining in Chapter 11 until the sale has been approved and consummated, including assignment to AIMS of the contracts it designates for assumption and assignment by the Debtor, because the assets and contracts have significantly more value to AIMS if obtained from the Debtor as a going concern. If the Court converts this case to Chapter 7 before that time, AIMS will terminate the offer and not proceed with a purchase under the proposed terms. Accordingly, the Debtor has asked that the Court delay consideration of the Bankruptcy Administrator's motion to convert and the accompanying joinders in that motion until it has considered and ruled on the instant motion to sell assets. (Doc. 262).

⁴ The Debtor has certain assets subject to purchase-money security interests held by Ally Financial, CCG, De Lage Landen Financial Services, and Komatsu Financial. (Claims 8-13, 32, and 22, respectively; Komatsu has not filed a claim). AIMS has not offered to purchase these assets, and they are not subject to the instant motion.

10. AIMS has also made clear that its offer, including the calculation of the proposed purchase price, is premised on acquisition of the Purchased Assets in bulk, as the assets have more value to AIMS as a unit than they would if sold on an asset-by-asset basis. Selling the assets piecemeal would leave in doubt the ability of AIMS to acquire all critical operating assets and would chill its interest in acquiring other assets that lack broad appeal to third parties but have value to AIMS if all of the Purchased Assets are acquired. Thus, removal by the Debtor of one or more Purchased Assets for sale to a third party may compel AIMS to withdraw its offer entirely.

11. If the Court approves the sale, the Debtor's counsel will withhold in trust an amount sufficient to pay all administrative expenses, including estimated Chapter 11 quarterly fees of \$4,485.00 for the third quarter of 2018 and \$6,500.00 for the fourth quarter of 2018. Other sale proceeds would be held pending further order of the Court.

LEGAL ARGUMENT

12. The Court has jurisdiction pursuant to 28 U.S.C. §§ 1334(a) and 157(a), and the District Court's General Order of Reference dated April 25, 1985. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(N).

The AIMS Secured Assets

Compelled Monetary Satisfaction of Lien – 11 U.S.C. § 363(f)(5)

13. The Bankruptcy Code allows a debtor-in-possession to sell property free and clear of another entity's interest in the property if, *inter alia*, "such entity could be compelled, in

a legal or equitable proceeding, to accept a money satisfaction of such interest.” 11 U.S.C. § 363(f)(5).⁵

14. “The federal courts have espoused two interpretations of Section 363(f)(5).” *In re Terrace Chalet Apartments, Ltd.*, 159 B.R. 821, 829 (N.D. Ill. 1993). “Some courts interpret this provision as meaning that the [debtor-in-possession] must pay the full amount of the secured party’s lien, unless ‘equitable considerations’ will justify lien extinguishment upon realization of less than the full amount of the secured debt. Other courts authorize the sale and consequent lien extinguishment if the creditor could be crammed down pursuant to Section 1129(b)(2).” *Id.* (internal citations omitted).

15. The Debtor contends that the latter interpretation of § 363(f)(5) is the correct one, because requiring the full payment of the secured party’s lien under § 363(f)(5) would render it redundant of 11 U.S.C. § 363(f)(3).⁶ *Id.* “Section 363(f)(5) does not require that the sale price for the [p]roperty must exceed the value of the interests, but rather, only that the mechanism exists to address extinguishing the lien or interest without paying such interest in

⁵ Section 363(f)(2) also allows a sale free and clear of liens and interests, if the holder of such interest consents, either affirmatively or through a failure to object after notice of a proposed sale free and clear of its lien. *See In re TLFO, LLC*, 572 B.R. 391, 435 (Bankr. S.D. Fla. 2016) (“Lack of objection to the sale—provided that there has been adequate notice—constitutes consent”); *In re Daufuskie Island Props., LLC*, 431 B.R. 626, 640, 647 (Bankr. D.S.C. 2010) (holding that parties who failed to object to sale of property free and clear of their purported liens are deemed to have consented to the sale); *In re Enron Corp.*, 2004 WL 5361245, *2 (Bankr. S.D.N.Y. 2004) (holding that “[t]hose parties who did not object, or who withdrew their objections, . . . are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.”); *FutureSource LLC v. Reuters Ltd.*, 312 F.3d 281, 285–86 (7th Cir. 2002), *cert. denied*, 538 U.S. 962 (2003) (“It is true that the Bankruptcy Code limits the conditions under which an interest can be extinguished by a bankruptcy sale, but one of those conditions is the consent of the interest holder, and lack of objection (provided of course there is notice) counts as consent. It could not be otherwise; transaction costs would be prohibitive if everyone who might have an interest in the bankrupt’s assets had to execute a formal consent before they could be sold.”); *Hargrave v. Township of Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (failure to object to sale free and clear of liens, claims, and encumbrances satisfies § 363(f)(2)).

⁶ Section 363(f)(3) allows a debtor-in-possession to sell property free and clear of a secured interest if “such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property[.]” 11 U.S.C. § 363(f)(3).

full.” *In re Gulf States Steel, Inc. of Ala*, 285 B.R. 497, 508-09 (Bankr. N.D. Ala. 2002). “Thus, in a ‘cram down’ procedure, a trustee may sell the assets of an estate free and clear, without the consent of a secured creditor, if present or future payments are made to the secured creditor in an amount equal to the present value of the collateral, even if such value is less than the debt.” *In re Grand Slam U.S.A., Inc.*, 178 B.R. 460, 462 (E.D. Mich. 1995).

16. Section 1129(b)(2) defines the fair and equitable treatment for a secured claim under a plan, including under a sale made pursuant to a plan, generally providing that the holder is entitled to receive some equivalent of the present value of its interest in the estate property securing its claim under the plan. Under § 1129(b)(2)(A)(ii) of the Bankruptcy Code, a plan may provide “for the sale, subject to section 363(k) . . . , of any property that is subject to the liens securing such claims, free and clear of such liens, with such liens to attach to the proceeds of such sale” and otherwise be treated in accordance with § 1129(b)(2)(A).

17. Thus, the Debtor would be able to cram down the junior liens held by Synovus and CCG by selling the AIMS Secured Assets free and clear of their liens and allowing the liens to attach to the sale proceeds, to the extent the AIMS Secured Assets have value over and above the Blanket Lien of AIMS. *See Terrace Chalet Apartments*, 159 B.R. at 829 (holding that a secured creditor can be “compelled to accept a money satisfaction” under § 363(f)(5) if the requirements of § 1129(b)(2)(A)(ii) are met). Here, however, the Debtor contends that, although the price for which it seeks authority to sell the AIMS Secured Assets is fair and reasonable given the circumstance of bankruptcy and the lack of any higher or better offers for such assets, the Debtor has no equity in the AIMS Secured Assets over and above the claims of AIMS to which the Blanket Liens of Synovus and CCG could attach. A sale of such assets free and clear of the Blanket Liens of Synovus and CCG is therefore fully compliant with § 363(f)(5).

18. In addition, 11 U.S.C. § 363(k) allows AIMS to credit bid for the AIMS Secured Assets up to the full amount of its claims, which exceed \$1.4 million, against any other potential bidder. The Debtor believes that it will be unable to find any other interested buyer for the AIMS Secured Assets due to this statutory right held by AIMS, particularly given the lack of interest in the Debtor's assets generally, notwithstanding the Debtor's marketing efforts over the past year and a half.

19. The Debtor believes that the price of \$755,000.00 offered by AIMS for the AIMS Secured Assets is fair. Although the Debtor's amendment of Schedule B in July 2017 (Doc. 81) valued the AIMS Secured Assets higher, those valuations are over a year old and reflected net book and tax depreciation values of the assets. They were not and are not an accurate representation of the actual value of the Debtor's assets in a liquidation setting, which the Debtor believes is lower than the price offered by AIMS. Accordingly, the Debtor filed further amended schedules on September 28, 2018 (Doc. 263) providing updated, more accurate values for its various assets.

20. As noted above, the Debtor's assets will be worth less in a liquidation setting than they are as part of a going business concern. If the sale is disallowed and the case converts to Chapter 7, the Debtor believes that AIMS will foreclose⁷ on the AIMS Secured Assets, which would yield no greater recovery for creditors and would likely result in an even greater deficiency claim for AIMS, creating a lower pro rata distribution for general unsecured creditors.

⁷ Pursuant to the Agreed Final Order between Debtor and SunTrust Bank Permitting Use of Cash Collateral, Providing Adequate Protection Payments to SunTrust Bank, and Granting SunTrust Bank Conditional Relief from the Automatic Stay ("Agreed Final Order") (Doc. 88) entered by the Court and the Notice of Termination and Demand for Surrender of Collateral (Doc. 203) filed by SunTrust, SunTrust obtained relief from the automatic stay concerning the collateral securing the claims that now belong to AIMS.

The Unencumbered Assets

Sale Outside the Ordinary Course of Business – 11 U.S.C. § 363(b)(1)

21. The Bankruptcy Code allows a debtor-in-possession to sell property of the estate outside the ordinary course of business. 11 U.S.C. § 363(b)(1). The Court has previously held that authority to sell property under § 363(b)(1) “is governed by the business judgment test.” *In re Bryan*, 58 Bankr. Ct. Dec. 108, 2013 WL 4716194, *2 (Bankr. M.D. Ala. Sep. 3, 2013) (citing *Equity Sec. Holders v. Lionel Corp. (In re Lionel)*, 722 F.2d 1063 (2d Cir. 1983)); *see also In re McIntyre*, 2014 WL 7359409, *4-5 (Bankr. M.D. Ala. Dec. 23, 2014). “Essentially this requires a [debtor-in-possession] to establish sound business reasons for the terms of the proposed sale.” *Bryan*, 2013 WL 4716194 at *2.

22. The cash component of AIMS’s purchase offer, \$266,000.00, significantly exceeds the appraised value of the unencumbered assets at issue. The Debtor contends that unsecured creditors will realize more from the proposed transaction than they would in a Chapter 7 liquidation sale of these assets, especially after considering the expected marketing and sale costs a trustee will incur and the devaluation of the assets outside the context of a going concern business. In addition, if the Court disapproves of the transaction with AIMS and the case converts, the Debtor’s employees will lose their jobs without having an opportunity for employment with AIMS as the new owner and operator of the assets purchased from the Debtor. Any resulting priority wage claims under 11 U.S.C. § 507(a)(4) would further erode the distribution to unsecured creditors. Finally, if the sale is not approved, AIMS will retain all its liens, including its lien on the Debtor’s existing cash in the DIP account that it has agreed to release if the asset sale is consummated, meaning unsecured creditors will also not have the benefit of those funds.

23. Again, the Debtor's valuations of the unencumbered assets in its July 2017 amendment of Schedule B represented net book and tax depreciation values and are not accurate valuations in a liquidation setting. The amended schedules filed September 28, 2018 and the recent appraisal provide a much more current, relevant, and accurate valuation of the Debtor's assets.

24. In light of the value of the Debtor's assets and the Debtor's precarious status in Chapter 11 bankruptcy, the Debtor believes that AIMS's purchase offer is and will be the best available deal, and will provide the highest possible distribution, for unsecured creditors.

The Business Contracts

Assignment of Executory Contracts – 11 U.S.C. § 365(f)(2)

25. The Bankruptcy Code authorizes a debtor-in-possession to assign executory contracts if it assumes the contracts and if the assignee provides "adequate assurance of future performance" of the contract. 11 U.S.C. § 365(f)(2). "What constitutes 'adequate assurance of future performance' must be determined by consideration of the facts of the proposed assumption." *Cinicola v. Scharffenberger*, 248 F.3d 110, 120 n.10 (3d Cir. 2001) (internal quotation marks and ellipsis omitted). "Although no single solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance." *Id.*

26. The Debtor is not in default on any of its current service contracts. The Debtor hereby seeks authority to assume pursuant to 11 U.S.C. § 365(a) those service contracts designated by AIMS (the "Assumed Contracts") for assignment to AIMS.

27. The Debtor contends that AIMS has provided adequate assurance of future performance of its executory contracts. AIMS operates successfully in the same industry as the Debtor and seeks to establish a footprint in the southeast through its acquisition of the

Purchased Assets and through taking assignment of the Assumed Contracts. AIMS has ample liquidity and relevant business experience and is highly motivated to establish a strong reputation in this area by performing the Assumed Contracts completely and professionally under the agreed-upon terms and specifications. Moreover, AIMS's potential hiring of certain of Debtor's employees will allow AIMS to have workers immediately who are already familiar with the particular requirements of the service contracts and the services to be provided. The Debtor therefore requests that the Court authorize the assignment of the Assumed Contracts to AIMS.

Sale and Assignment Procedures

28. The Debtor and AIMS agree to abide by whatever procedural requirements the Court establishes as necessary to effectuate the sale. However, in light of the pending motion to convert, the length of the bankruptcy case, the unsuccessful prior marketing efforts of the Debtor's principals, the Debtor's limited liquidity and declining accounts receivable, and its recent difficulty meeting its payment obligations related to certain other assets and equipment critical to its continued performance of customer contracts, the Debtor and AIMS respectfully suggest that the Court schedule a hearing 30 to 45 days from now to permit interested parties to submit objections or competing bids. The Debtor requests an order that any objection must be filed, and any competing bid must be submitted to the Debtor, at least seven days prior to the scheduled hearing on this Motion, and that any party seeking to submit a competing bid for the Purchased Assets must also be required to submit such information as the Debtor may reasonably require in advance of the hearing to establish that such entity is acting in good faith as a bona fide potential purchaser of all of the Purchased Assets, in bulk, and has the financial ability to close immediately on a purchase of such assets. If no objections or other offers are

received, or if any objections are overruled and any competing bids are not higher and better than that of AIMS, the Debtor asks that the Court approve the sale to AIMS as a good faith purchaser under 11 U.S.C. § 363(m) and authorize the Debtor's assumption of the Assumed Contracts and their assignment to AIMS at that hearing, and that the Court schedule a subsequent hearing to consider the appropriate distribution of the sale proceeds roughly 30 days after the sale.

WHEREFORE, Global Solutions & Logistics, LLC, the Debtor, respectfully requests that this Honorable Court authorize the sale of the assets itemized in Exhibits A-C to AIMS at the price offered, authorize the assumption and assignment of the Debtor's executory contracts designated by AIMS, require that any other interested parties adhere to the requirements outlined in Paragraph 28, above, and grant any other relief that is appropriate.

Respectfully submitted this 1st day of October, 2018.

/s/ Wm. Wesley Causby

Wm. Wesley Causby
ASB-9822-G93R

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CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing upon the individuals listed below either electronically or via U.S. Regular Mail, postage prepaid, this the 1st day of October, 2018:

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All other creditors.

/s/ Wm. Wesley Causby

TYPE	EQ #	SERIAL #/ QTY	MAKE	MODEL	YEAR	DESCRIPTION	TAG	MILEAGE
Trailer	A-17T	11105570-162454	Hotsy	SC40006VAF	2011	4000PSI, Hot Water, 5.5GPM, 21HP,		
	A-17TA	1Z9BU0910DP308027				on 2012 280 Trailer 5'x9'		
Trailer	A-18T	15076608	Mi-T-M		2013	Mi-T-M H/W Trailer Mounted P/W, 4000PSI, 5.5GPM		
Trailer	A-23T	11105570-162712	Hotsy	SC40006VAF	2013	4000PSI, Hot Water, 5.5GPM, 21HP,		
	A-23TA	1Z9BU01XDP30818				on 2012 280 Trailer 5'x9'		
Trailer	A-25T	Hotsy SN: 11105570-162705;	Hotsy	SC40006VAF	2014	4000PSI, 4.5gpm		
	A-25TA	280T SN: 1Z9BU0915DP308010				w/Honda engine On 280 Trailer		
Trailer	A-26T	331654UHM789	Ingersol Rand			Light Tower, 22', 4000 Watt Die, w/10K Generator		
Trailer	A-27T	AL407609	Amida	AL4060D4MH	2007	Light Tower, Towable SM		
Trailer	A-28T	13163	Jetstream		2012	30k waterblaster		
	A-28TA	IJ94300A3DH42213				Trailer		
Trailer	A-32T	412592UCUD80	Ingersol Rand	C185	2010	185 CFM Compressor		
Trailer	A-33T	Hotsy SN: 11105570-162778;	Hotsy	SC40006VAF	2014	4000PSI, 4.5gpm		
	A-33TA	280T SN: 1Z9BU0911DP308071				w/Honda engine On 280 Trailer		
Trailer	A-35T	11784/99200873	EcoQuip	EQ400K1441007	2014	Blaster Vapor		
Trailer	A-39T	1NNVX5328WM295461	MONON		1998	53' Trailer		
Equipment	A-208					roll off		dewatering box
Equipment	A-209					roll off		dewatering box
Equipment	A-213					roll off		20 yard container
Equipment	A-214					roll off		20 yard container
Equipment	A-215					roll off		dewatering box
Equipment	A-216					roll off		dewatering box
Equipment	A-217	CPMU 201 167 0		Booth		Roll off	2014	20' Box Storage Container
Equipment	A-218					roll off		vacuum container
Equipment	A-219		Southeastern Fab			Roll off	2014	Flatbed Rolloff
Equipment	A-220			P H Waste		Roll off	2014	20 yard container
Equipment	A-221			P H Waste		Roll off	2014	20 yard container
Equipment	A-223			P H Waste		Roll off	2014	20 yard container
Equipment	A-224			P H Waste		Roll off	2014	20 yard container
Equipment	A-225			P H Waste		Roll off	2014	20 yard container
Equipment	A-303	T0310GX953518	John Deere	310	2006	Backhoe		
Equipment	A-307	123501762	Takeuchi	TB-235	2011	Mini Excavator 7500#		1760

TYPE	EQ #	SERIAL #/ QTY	MAKE	MODEL	YEAR	DESCRIPTION	TAG	MILEAGE
Equipment	A-308	O300097673	JLG	450AJ	2006	45' Articulating Boom Lift 10/14		2992.1
Equipment	A-309	O300094526	JLG	450AJ	2006	45' Articulating Boom Lift 10/14		2996.5
Equipment	A-310	KP-00859	Doosan	G25E3	2006	5000# Warehouse Forklift		
Equipment	A-311	KP-01243	Doosan	G25E3	2007	5000# Warehouse Forklift		
Equipment	A-312	22012534	Skyjack	3129	2008	19' Elec Scissor Lift		239.8
Equipment	A-314	O160021814	JLG	G9-43A	2006	Forklift 9000# Variable Reach		1799.5
Equipment	A-401	EALC-1009658	Honda	EB6500X	2013	Gen, 6500 Watt		
Equipment	A-403	11100120-161225	Hotsy	CP-17L	2010	3500PSI H/W, 3.8GPM, 13HP Honda		
Equipment	A-404	F101607055	Jenny			Air Compressor, 15CFM, Gas		
Equipment	A-406	HOP279814	NAPA	821033GTH	2013	Air Compressor Gas Powred (NAPA)		
Equipment	A-407	198459	Porta Cool	PAC2K363S	2010	Evaporative Cooling Fan		
Equipment	A-408	1				Hoist, 5 Ton Chain		
Equipment	A-409	8	FS Solutions	28347-05042421		Hose, 13mmx50', 20K WP, 1", Type M Covered		
Equipment	A-410	1	FS Solutions	54280		Nozzle, AY, 50NPT, 15K Orbi-Jet QCX		
Equipment	A-411	n/a	BJV Setup	20k Setup	2011	20k Rotating pressure head (Medium)		
Equipment	A-413			JS-BJ288SM12		Centralizer Assembly, 8 Wheel, 20k, Small		
Equipment	A-414	4				Air Supply Hose, 50' (\$364.00 ea)		
Equipment	A-417	1700746	Husqvarna	K 760		Hign Speed Concrete Cut Off Saw 14"		
Equipment	A-419	n/a	Husqvarna	450	2013	Chainsaw		
Equipment	A-421	M3110205815	Lincoln	Power Mig		Power Mig 216 Welder - (torch & regulator kit, hose reel, etc)		
Equipment	A-422	MD260408J	Miller	Maxstar 150 STL	2014	150 amp Stick/TIG welding power source		
Equipment	A-423	n/a	Ellis	115397	2008	band saw		
Equipment	A-424	1293232003	Husqvarna	DMS 240	2011	Core Drill 13-15 Amp		
Equipment	A-425	5555290	Multiquip	GA-6HA	2009	6000 Watt Generator		
Equipment	A-426	5539064	Multiquip	GA-6HA	2009	6000 Watt Generator		
Equipment	A-427	3TH-17734	Multiquip	QP3TH	2011	3" Dewatering Pump		
Equipment	A-428	195091	Porta Cool	PAC2K363S	2010	Evaporative Cooling Fan		
Equipment	A-429	198452	Porta Cool	PAC2K363S	2009	Evaporative Cooling Fan		
Equipment	A-430	MD010158G	Miller	CST 280	2011	280 amp Stick/TIG welding power source		
Equipment	A-432		Lincoln	Tomahawk 625	2014	Plasma Cutter		
Equipment	A-440	46544	Dewalt	DWP849X	2014	7"/9" Grinder/Polisher		
Equipment	A-442	CS13412NC13636	Ryobi	CSB124	2013	7 1/4" Circular Saw		

TYPE	EQ #	SERIAL #/ QTY	MAKE	MODEL	YEAR	DESCRIPTION	TAG	MILEAGE
Equipment	A-610	HOP282234	Napa	821033GTH	2013	Compressor 11hp Gas		
Equipment	A-611	NUT14D0011	Forward Lift	DP15SN000M	2014	Auto Lift		
Equipment	A-612	N/A	Ridgid	2048-0S	2014	2'x4' Job Box		
Equipment	A-613	C02671	Chicago Pneumatic	CP77826	2013	1" Air Impact Wrench		
Equipment	A-614	N/A	Lincoln	n/a	2014	18v grease gun		
Equipment	A-618	N/A	Ridgid	3FE65	2014	12" Pipe Stand w/ rollers		
Equipment	A-620	N/A	Saf T Cart	Cart	2014	Oxygen & Acetylene Cart		
Equipment	A-621	244214	Dewalt	D28715	2014	14" Chop Saw		
Equipment	A-627	n/a	Galbreath	H-150w	2008	1 1/2 yard forklift self dumping trash hopper		
Equipment	A-628	n/a	Alexanders	3'x5'	2013	2 yard crane hopper		
Equipment	A-629	n/a	Alexanders	3'x5'	2013	2 yard crane hopper		
Equipment	A-630	834BD13110148	Milwaukee	6078	2014	7"/9" sander		
Equipment	A-631	BB0734 22413	Ridgid	R3200	2013	7 1/4" Circular Saw		
Equipment	A-632	N/A	Ridgid	VJ99	2014	12" Pipe Stand		
Equipment	A-633					55 Gallon Drum Claws for forklift		
Equipment	A-635	oo503201427997	Phoenix	Dry RodII Oven	2014	50# Rod Oven		
Equipment	A-636	o1005201422372	Phoenix	Dry RodII Oven	2014	10# Rod Oven		
Equipment	A-637	o1005201422309	Phoenix	Dry RodII Oven	2014	10# Rod Oven		
Equipment	A-638	o0512201327632	Phoenix	Dry RodII Oven	2013	50# Rod Oven		
Equipment	A-639	212030	Delta	484000	2013	100 Gallon fuel tank w/ Elec Pump 12volt		
Equipment	A-670	N/A	Werner	100513-83	2013	6' Step Ladder		
Equipment	A-673		Torin	T95007	2013	50 ton Bottle Jack		
Equipment	A-674		Esco	n/a	2000	15 Ton Bottle Jack		
Equipment	A-675		Kobalt	10084776	2012	12 Ton Bottle Jack		
Equipment	A-676		Napa	520-2001	2001	3 Ton Jack Stand		
Equipment	A-677				2008	3 Ton Jack Stand		
Equipment	A-678				2008	3 Ton Jack Stand		
Equipment	A-679				2008	3 Ton Jack Stand		
Equipment	A-680				2008	3 Ton Jack Stand		
Equipment	A-683	574765	Dewalt	D28402	2014	Grinder 4 1/2"		
Equipment	A-687	14239N100975	Husqvarna	128LD	2014	Weedeater/Trimmer		
Equipment	A-689	00290421 4020051383	Metabo	WEP14-150	2014	cut off 4"		

<i>TYPE</i>	<i>EQ #</i>	<i>SERIAL #/ QTY</i>	<i>MAKE</i>	<i>MODEL</i>	<i>YEAR</i>	<i>DESCRIPTION</i>	<i>TAG</i>	<i>MILEAGE</i>
Equipment	A-691	33247	General	EP8	2009	Manhole Blower w/ 25' Hose		
Equipment	A-692		Husqvarna	128LD	2014	Weedeater/Trimmer		
Equipment	A-693		Husqvarna	128LD	2014	Weedeater/Trimmer		
Equipment	A-696	30409	SALA/DBI	8102005	2014	Safety wench and Tripod		
Equipment	A-699	696977	Miller	MR50G/50ft	2013	Safety wench and Tripod		
Equipment	A-700		Pittsburg	60406/60407	2014	Hydraulic power equipment Kit		
Computer	A-708		Dell	Latitude E-6420				
Equipment	A-709		Icom			RADIO EQUIP UHF 400 470 128CH 45 WATT		
Equipment	A-710		Icom			RADIO EQUIP UHF 400 470 128 CH 45 WATT		
Security Improvements	A-711		Cameras			SECURITY IMPROVEMENTS		

TYPE	EQ #	SERIAL #/ QTY	MAKE	MODEL	YEAR	DESCRIPTION	TAG	MILEAGE
Equipment	A-712					20X20 TENT		
Computer Equipment	A-713					DELL COMPUTER		
Furniture/Office Equip.	A-714					FURNTURE		
Furniture/Office Equip.	A-715		Cisco			PHONE SYSTEM FOR 311 STATE DOCKS		
Furniture/Office Equip.	A-716		Toshiba			TOSHIBA COPIER #CAH021950		
Furniture/Office Equip.	A-717					ICE MACHINE AND BIN S/N 14021280013226		
Furniture/Office Equip.	A-718					OFFICE FURNITURE FOR NEW SHOP		
Furniture/Office Equip.	A-719					OFFICE FURNITURE FOR NEW SHOP		
Safety Equipment	A-500	141940001016	HACH	DR1900		Spectrometer DR1900		
Safety Equipment	A-502					CTEH-Multi Air monitor		
Safety Equipment	o	1810-4307-11145	ITX			Gas Monitor w/charger		
Safety Equipment	A-503	1				LP Supplied Respirator Mask, Full Face, Small		
Safety Equipment	A-504	1	Allegro			Supplied Air System, 2 Man		
Safety Equipment	A-505	1	MSA	8025-15		Respirator Fit Test Kit, MSA Ultravue		
Safety Equipment	A-506	1		8025-20		Respirator Fit Test Kit, Scott AV-2000		
Safety Equipment	A-507	5	Kappler	Zytron 500		Zytron 500 Hazmat Level A Orange, L/XL		
Safety Equipment	A-508	6	Scott	4.5WF		SCBA, 4.5 WF 1992 Spec, Fire Rated, Refurbished		
Bulk		2	Ridgid			Tripod Pipe Vise		
Bulk		1	3 way Pigtail			3 way plug in		
Bulk		1	extention cord			12/3 100' extention cord		
Bulk		1	Shackle			22mm Shackle		
Bulk		2	Shackle			3/4 shackle		
Bulk		1	Stanley			rivot gun		
Bulk		1	Vice Tong			11" Vice Tongs		
Bulk		13				Hose White 50' 20k PSI hydro pump		
Bulk		8				Hose 100' 4k pressure washer		
Bulk		2				Hose 50' 4k pressure washer		
Bulk		1				Hose 100' Jetter Small		
Bulk		1				Hose 3' 4k Jetter		
Bulk		1				Wand 3' 1500 psi		
Bulk		2				Wand 4' 1500 psi		
Bulk		5				3/4" Air Blow Wand		

<i>TYPE</i>	<i>EQ #</i>	<i>SERIAL #/ QTY</i>	<i>MAKE</i>	<i>MODEL</i>	<i>YEAR</i>	<i>DESCRIPTION</i>	<i>TAG</i>	<i>MILEAGE</i>
Bulk		3				1/2" Air Blow Wand		
Bulk		3				Guage 2 1/2" Liquid Filled 0-200 psi		
Bulk		1	Dewalt			Pry Bar 42"		
Bulk		2				Wheel Barrow		
Bulk		2				Hose 100' 1/2" Air		
Bulk		5				Hose 50' 1/2" Air		
Bulk		1				Hose 25' 1/2" Air		
Bulk		2				Hose 200' Air		
Bulk		4				Choker 12'		
Bulk		1				Choker 7'		
Bulk		4				drum dolley		
Bulk		6				5 gallon safety gas can (red)		
Bulk		2				5 gallon safety gas can (blue)		
Bulk		2				5 gallon safety diesel can (yellow)		
Equipment	A-758		Stihl			TS 420 Chop saw- 21 Jan		
Intangibles						Accounts Receivable		
Intangibles						Contracts		

TYPE	EQ #	SERIAL #/ QTY	MAKE	MODEL	YEAR	DESCRIPTION	TAG	MILEAGE
Light Vehicle	A-9	1FTSW21519EA82527	Ford	F250SD	2009	Crew Cab, 4x4 Truck	57P1A357	122653
Heavy Truck	A-102	1NKDL50X19J246838; 13H30512	Kenworth	T800	2009	W/ Galbreath Roll-Off hoist	1084143	159357
Heavy Truck	A-104	1NKDL70X8CJ322784	Kenworth	T800	2012	Guzzler Classic w/Hyd Boom, Air Excavation P	1077080	24189
Heavy Truck	A-105	1FVHC5DV5DHFA5815	Freightliner	M2 112	2013	Roll Off	1085089	76767
Heavy Truck	A-107	1XKWD40X3EJ398085	Kenworth	W900L	2014	Tractor Truck	1085631	94948
Heavy Truck	A-110	1XKDD80X3BJ285972	Kenworth	T800	2011	Tractor Truck	1087978	290118
Heavy Truck	A-111	1M2AX18C8DM019572	Pressvac	Mack	2013	Pressvac	1100834	38468

TYPE	EQ #	SERIAL #/ QTY	MAKE	MODEL	YEAR	DESCRIPTION	TAG	MILEAGE
Light Vehicle	A-3	1FT7W2BT4FEB09508	Ford	F-250	2015	Crew Cab Lariat 4 x4	57CB113	102006
Light Vehicle	A-6	1GCHK33638F214228	Chevrolet	3500HD	2008	3500LT Silverado, 4-Door	57X21080	187743
Light Vehicle	A-7	1GT12ZC80BF227726	GMC	2500HD	2011	Crew Cab w/Short Bed	57X11100	163684
Light Vehicle	A-10	1FDOW5GT2CEC80292	Ford	550	2012	Crew Cab. 12' Stake Body w/lift gate	57X21081	51527
Light Vehicle	A-11	1FDOW5GTOCEC80291	Ford	550	2012	Crew Cab. 12' Stake Body w/lift gate	57X21088	79965
Light Vehicle	A-12	1FDOW5GT2BEA89602	Ford	F550	2011	Crew Cab. 12' Stake Body w/lift gate	57X21082	72758
Light Vehicle	A-20	1GT12XE86FF120865	GMC	2500	2015	2500 4 Door 4x4	2635AK8	94979
Heavy Truck	A-101	1NKDLUOX55J101919; 176GT-13-07	Kenworth		2005	2013 Predator Body (\$67,992) w/ Fruitland 5C	1077077	117755
Heavy Truck	A-103	1NPFLUEX16N889670 / 889670	Peterbuilt		2006	Truck Chassis with Guzzler CF Ace	1077079	228000
Heavy Truck	A-109	2FZHCHDJ47AX12508	Sterling		2007	Predator Liquid Vac, SN 176ET-12-019	1088447	143307
Trailer	A-11T	16HGB20284P043110	Hallmark	TH85X20WT2	2004	Enclosed Trailer	57UTC160	
Trailer	A-12T	5RTBE1823BD021540	Lark United	VT7X18TA	2011	Enclosed Cargo Trailer, 8x18'	57TR1392	
Trailer	A-14T	17YBP1625BB046184	Ameritrail	Ranch King	2011	Trailer, Vacuum Pipe W/ 2 Front Boxes	57UTC162	
Trailer	A-15T	1Z9BU162XCP308070	280 Trailers	28416TUB	2012	16' Utility Trailer w/ Side customized boxes	57UTC172	
Trailer	A-19T	11054	Jetstream		2011	30k waterblaster		
Trailer	A-24T	1TKA048247M040051	Trail King	TK 70HT	2007	low boy	57TR1431	
Trailer	A-29T	1TKA048296M124117	Trail King	TK 70HT	2006	low boy	57TR1495	
Trailer	A-34T	5UZBE2020AD014309	Diamond Cargo	BN8.520TA-5200	2010	Enclosed 20' trailer	57UTC192	
Trailer	A-42T	5NHUNSV26GU111984	Big Tex Trailers	flat, tilt bed	2014	8.5*24 w/3500lb axles, forest river	57UTD681	
Equipment	A-226	5813	Pinnacle	Frac Tank	2015	21000 gallon		
Equipment	A-227	5835	Pinnacle	Frac Tank	2015	21000 gallon		
Equipment	A-228	5881	Pinnacle	Frac Tank	2015	21000 gallon		
Equipment	A-229	5880	Pinnacle	Frac Tank	2015	21000 gallon		
Equipment	A-230	5878	Pinnacle	Frac Tank	2015	21000 gallon		
Equipment	A-231	5879	Pinnacle	Frac Tank	2015	21000 gallon		