

**IN THE UNITED STATES BANKRUPTCY COURT
For The Western District of Pennsylvania**

NORTHEAST ENERGY
MANAGEMENT, INC.,
Debtor

Case No. 17-70032-JAD

Chapter 11

NORTHEAST ENERGY
MANAGEMENT, INC.,
Movant

v.

S & T BANK; THE DIME BANK;
FORD MOTOR CREDIT COMPANY, LLC;
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE,
Respondents

**MOTION TO AUTHORIZE PUBLIC SALE AUCTION
OF PERSONAL PROPERTY FREE AND DIVESTED OF LIENS**

AND NOW, comes the Movant, Northeast Energy Management, Inc., by and through its Attorney, Michael J. Henny, Esquire and files this Motion To Authorize Public Sale Auction Of Personal Property Free And Divested Of Liens of which the following is a statement:

1. Movant is Northeast Energy Management, Inc., which on January 16, 2017 duly filed a Voluntary Chapter 11 bankruptcy proceeding, and who is duly authorized and acting as a Movant in this proceeding (hereinafter referred to as "Movant").

2. Respondent, S & T Bank, is a Pennsylvania banking institution with corporate offices and headquarters located at 800 Philadelphia Street, Indiana, PA 15701, is a secured creditor in this proceeding by virtue of a security interest in Debtor's equipment and assets, and is being represented in the bankruptcy proceeding by Brian M. Kile, Esquire, and the firm of Grenen & Birsic, P.C., One Gateway Center, 9th Fl., Pittsburgh, PA 15222 (hereinafter referred to as "S & T Bank").

3. Respondent, The Dime Bank, is a State chartered banking institution conducting business in the Commonwealth of Pennsylvania, having an office located at 820-822 Church Street, Honesdale, PA 18431, is a secured creditor in this proceeding by way of a security interest in certain equipment of the Debtor, and is being represented in the bankruptcy proceeding by James T. Shoemaker, Esquire, and the firm of Hourigan, Kluger & Quinn, P.C., 600 Third Avenue, Kingston, PA 18704 (hereinafter referred to as "Dime Bank").

4. Respondent, Ford Motor Credit Company, LLC, P. O. Box 62180, Colorado Springs, CO 80962, is a secured creditor in this proceeding by virtue of a security interest in certain vehicles of the Debtor, and is being represented in the bankruptcy proceeding by Keri P. Ebeck, Esquire, and the law firm of Weltman, Weinberg & Reis, Co., LPA., 436 Seventh Avenue, Ste. 2500, Pittsburgh, PA 15219 (hereinafter referred to as "Ford Motor").

5. Respondent, Commonwealth of Pennsylvania Department of Revenue, Bankruptcy Division, P. O. Box 280946, Harrisburg, PA 17128, is a Pennsylvania taxing authority and is being represented in the bankruptcy proceeding by T. Lawrence Palmer, Esquire, Office of the Attorney General of PA, 564 Forbes Avenue, Pittsburgh, PA 15219 (hereinafter referred to as "PA Dept. of Rev.").

6. Movant is the owner of certain personal property which it proposes to sell at public auction.

7. The Court has jurisdiction over this matter pursuant to 28 USC Sections 157 and 1334. Further, this is a core proceeding pursuant to 28 USC Section 157 and venue in this district is proper pursuant to 28 USC Sections 1408 and 1409.

8. This matter is brought pursuant to 11 USC Section 363.

9. All lienholders are listed as Respondents herein and their liens are to be divested and shifted to the funds created by the sale.

10. The assets which the Movant proposes to sell are set out in Exhibit "A" to the Guarantee Auction Agreement.

11. Debtor has entered into an Guarantee Auction Agreement with "PPL", which is in the process of being approved by the Court and is attached hereto as Exhibit "1". The highlights of same are as follows:

- (A) Auctioneers shall pay a guaranteed amount of \$3,350,000, which is payable \$335,000.00 upon Court approval of the Agreement and the balance is to be paid one (1) day prior to the scheduled sale; *
- (B) The sale proceeds shall be distributed as follows:
 - 1. The first \$3,350,000 to Auctioneers to reimburse the guarantee price;
 - 2. The next \$285,000 to Auctioneers to cover expenses and risk;
 - 3. All sales proceeds over \$3,635,000 shall be split eighty percent (80%) to Debtor and twenty percent (20%) to Auctioneers;
 - 4. Auctioneers shall retain a 15% Buyer's premium and if an online Buyer, there will be an 18% Buyer's premium, 15% to Auctioneers and 3% to Bidspotter for providing the online service;
 - 5. Sale will take place within sixty (60) days of Court approval which can be extended up to 120 days upon additional amount paid by Auctioneer;
 - 6. Auctioneers can make pre-auction sales with all proceeds paid over to Debtor's counsel; and
 - 7. All sales are made "AS IS, WHERE IS".

NOTE: *The exact date of the sale has not yet been determined but will occur sometime between July 1, 2017 and August 31, 2017.

WHEREFORE, Movant respectfully requests this Court to enter an order authorizing the public sale auction of personal property free and divested of liens and encumbrances pursuant to the terms and provisions of the attached Guarantee Auction Agreement.

Dated: May 13, 2017

Respectfully submitted,

By: *s/ Michael J. Henny, Esquire*

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Attorney for Movant/Debtor



GUARANTEE AUCTION AGREEMENT

This GUARANTEE AUCTION AGREEMENT (this "Agreement") made and entered into this ___ day of May, 2017, by and between Northeast Energy Management, Inc., a Pennsylvania corporation as debtor and debtor-in-possession (hereinafter referred to as "Owner") with an office and place of business at 2018 S. 6th St. Indiana, PA 12701 and a joint venture comprised of PPL Group LLC, with an office and place of business at 105 Revere Drive, Suite C, Northbrook, Illinois 60062 and Gordon Brothers Commercial & Industrial, LLC with an office and place of business at 800 Boylston Street, 27th Floor, Boston, Massachusetts 02199 (hereinafter jointly referred to as "Auctioneer"), Auctioneer and Owner are each a "Party" and collectively, the "Parties."

WITNESSETH:

WHEREAS, on January 16, 2017 (the "Petition Date"), Owner filed a voluntary petition for relief under chapter 11 of Title 11, United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Western District of Pennsylvania (the "Bankruptcy Court"). Owner's chapter 11 case is currently pending before the Bankruptcy Court under case number 17-70032-JAD (the "Bankruptcy Case"); and

Whereas, Owner desires to retain Auctioneer under sections 327 and 328 of the Bankruptcy Code and to have Auctioneer conduct an auction sale of the assets wall-to-wall, floor-to-ceiling, boundary-to-boundary of the Debtor located at 2018 S. 6th St. Indiana, PA 12701 and 8789 Rte. 422, Indiana, PA 15701 (collectively, the "Premises"), as inspected by Alex Mazer and Ron Liese on April 13, 2017, including but not limited to those items listed in the Exhibit "A" with related packages, related items, intellectual property, and miscellaneous contents of the buildings and properties as further described in this Agreement (collectively, the "Assets"); and

Whereas, Auctioneer desires to sell the Assets at one or more live and/or online auction sales conducted at the Premises in accordance with this Agreement ("Auction"); and

Whereas, Owner shall seek entry of an order from the Bankruptcy Court in form and substance acceptable to Auctioneer, approving, *inter alia*, (i) this Agreement, (ii) Auctioneer conducting the Auction of the Assets at the Premises in accordance with the terms hereof, (iii) that all claims, liens, mortgages, encumbrances or personal property taxes securing or encumbering the Assets will be released and shall attach solely to the Guarantee Price and the Owner's Share in the same extent and priority as of the Petition Date, and (iv) the payment of all fees, expenses and other amounts due to Auctioneer pursuant to the Agreement is approved under section 328(a) of the Bankruptcy Code without further order of the Bankruptcy Court and shall be free and clear of all claims, liens, mortgages, encumbrances or personal property taxes (the "Approval Order").

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

1. Guarantee Price; Deposit. Subject to the terms of this Agreement, Auctioneer shall provide Owner a guaranteed return in the amount of \$3,350,000 from the sale of the Assets ("Guarantee Price"), provided all machines remain under power or as originally inspected. The Guarantee Price shall be paid as follows:
 - a. Deposit equal to [10%] of Guarantee Price (*i.e.* \$335,000) ("Deposit") will be held in a segregated escrow account held by Owner's counsel until the balance of the Guarantee



Price is paid and a bill of sale is issued. The Deposit will be paid upon receipt by Auctioneer of:

- i. Fully executed Agreement;
 - ii. Satisfactory due diligence lien search conducted by Auctioneer;
 - iii. Entry of the Approval Order by the Bankruptcy Court;
 - iv. Premises Access Agreement, in form and substance acceptable to Auctioneer (the "Access Agreement"), executed by the landlord of the Premises, Auctioneer and the Owner;
 - v. Proof of Owner's insurance as per Section 11; and
 - vi. Copies of clear title for all titled vehicles.
- b. Provided there is no breach or default of this Agreement, the Approval Order or the Access Agreement, the balance of the Guarantee Price (*i.e.* \$3,015,000) will be paid one day prior to the date of the Auction at which time Owner will provide Auctioneer with a fully executed bill of sale, in a form satisfactory to Auctioneer.
2. Sale Proceeds. Actual amounts collected from the sale of the Assets shall be distributed as follows:
- a. The first \$3,350,000 to Auctioneer to reimburse the Guarantee Price already paid by Auctioneer;
 - b. The next \$285,000 to Auctioneer to cover expenses and risk; and
 - c. All proceeds over \$3,635,000 split 80% to Owner (the "Owner's Share") and 20% to Auctioneer (exclusive of sales tax and Buyer's Premium).
- All cleared funds and all other amounts due to Owner pursuant to this Agreement shall be remitted to Owner's counsel, The Law Offices of Michael J. Henny ("Counsel") via wire transfer, thirty (30) days after the Auction.
3. Sales Tax. Auctioneer shall collect and remit sales tax to the appropriate taxing authorities. Sales tax collected will not enter the formula above.
4. Buyer's Premium. Onsite Auction buyers and Pre-Sale Buyers (as defined below) will be charged a 15% Buyer's Premium that will be retained by Auctioneer. Online Auction buyers will be charged an 18% Buyer's Premium, with 15% retained by Auctioneer and 3% retained exclusively by Bidspotter for providing the online service.
5. Auction. Auctioneer may establish reserves at the Auction and shall exclusively determine whether an item at the Auction has been sold. All Assets will be offered on an "AS-IS, WHERE-IS" basis. The Auction will be conducted no later than 90 days from the date of this executed Agreement and signed Court Order authorizing the sale. In connection with the Auction, the Auctioneer shall:
- a. Use Auctioneer's contact information in all advertising of Auction. Should Owner receive any inquiries regarding Auction, Owner shall immediately refer such inquiries to Auctioneer;
 - b. Have the right to add machinery or equipment to Auction;
 - c. Collect a reasonable deposit from Auction buyers. Any balance due will be collected from buyers prior to the removal of the purchased item(s) from Premises. Proceeds due to Owner (in accordance to Section 2 hereof) are comprised of actual monies collected from buyers; Auctioneer is not liable for a buyer's failure to pay purchase price of item(s); and



- d. Auctioneer shall have the absolute right to determine all of the terms of the Auction and Owner shall cooperate with Auctioneer in all respects.
6. **Other Sale(s).** Auctioneer may sell any of the Assets before or after the Auction provided that such sale (i) is in the exercise of Auctioneer's business judgement, designed to maximize sale proceeds, and (ii) subject to entry of the Approval Order. All proceeds of such sales shall be paid in accordance to Section 2 hereof. If Auctioneer sells any of the Assets prior to the Auction to a buyer ("**Pre-Sale Buyer**"), Auctioneer will send proceeds to Counsel upon receipt.
7. **Use of Premises.**
- a. Auctioneer and its contractors, representatives, agents, invitees and purchasers of Assets shall be granted an exclusive, unrestricted, and unencumbered license to use the Premises 24 hours a day, 7 days a week to prepare the Assets for sale, to market and advertise, to conduct the Auction, and to remove sold Assets, free of all costs and expenses (including, without limitation, all rent, utilities, trash removal, and security) commencing on the date of this fully executed Agreement and ending 60 days after entry of the Approval Order by the Bankruptcy Court (the "**Agreement Term**"); provided, that, Auctioneer shall have the sole option to extend the Agreement Term by an additional 60 days (the Agreement Term as may be extended is referred to as the "**Occupancy Period**") upon payment to Northeast of the lesser of (i) the actual cost of rent, utilities, personnel, and insurance up to an additional 60 days calculated on a per diem basis and (ii) \$50,000, prorated and calculated on a per diem basis; in either case, only through the date Auctioneer vacates the Premises.
 - b. During the Occupancy Period, Owner shall not sell or release the Premises.
 - c. A representative of Owner will remain on the Premises to ensure entrance to the facility during normal work hours and ensure utilities disconnected from any Assets to be removed or provide Auctioneer with keys and/or access code to the facility. Auctioneer's representative shall remain on the Premises to oversee the removal of Assets sold at the Auction.
8. **Owner Representations.** Owner hereby makes the following representations, warranties and covenants:
- a. Owner has good and marketable title to the Assets. Should there be any claims, liens, mortgages, encumbrances or personal property taxes on the Assets, such claims, liens, mortgages, encumbrances and personal property taxes shall be released upon entry of the Approval Order and shall attach solely to the Guarantee Price and the Owner's Share;
 - b. The Assets shall be conveyed to Auctioneer and purchasers of Assets free and clear of all claims, liens, mortgages, encumbrances or personal property taxes of any kind. Owner represents and warrants that all personal property taxes with respect to the Assets now due and payable are paid;
 - c. Owner has no information which would lead a reasonable person to believe that Owner would be unable, for any reason, to convey good title to the Assets, free and clear of liens and encumbrances;
 - d. Owner will defend, indemnify and hold harmless Auctioneer from and against any and all liability, loss, cost, damage and expense, which may result from a claim made by any person, entity, governmental body, firm or corporation claiming to have an interest in or claim against the Assets;



- e. Owner is solely responsible for identifying, labeling, and segregating any property not owned by Owner and therefore excluded from the Assets. Owner hereby agrees to indemnify Purchaser against any and all claims from third parties claiming ownership of property;
 - f. Each item included in the Assets will, at the time of the Auction, be in operational condition, including under power, or in the substantially the same condition as it was when inspected, normal wear and tear excepted;
 - g. In preparation for the Auction, Owner will assist Auctioneer with identifying machinery equipment parts, components, books, and manuals that go with each machine;
 - h. Owner will provide Auctioneer (i) with copies titles for all titled vehicles two weeks prior to the Auction, and (ii) originals of all such vehicle titles leaving the buyer information blank one day prior to the Auction, provided, that, Owner will provide original titles sooner at Auctioneer's request for Pre-Sale Buyers; and
 - i. Auctioneer shall have the right to use the Premises in accordance with the terms of Section 7 above and in accordance with the Access Agreement.
9. **Use of Name.** Auctioneer may use the name, logo, and location of Northeast Energy Management, Inc. in any advertising and brochures advertising the Auction, consistent with trade practices in the auction business.
10. **Hazardous Substances.** Owner hereby acknowledges and agrees that Auctioneer cannot sell or remove nor will it be responsible for the removal of any hazardous or toxic material, hazardous or toxic waste or any equipment or supplies believed to contain hazardous or toxic material or hazardous or toxic waste. It is expressly understood that Auctioneer is not conducting any business nor operating any equipment other than for inspection purposes. Owner hereby expressly agrees to indemnify and hold Auctioneer harmless from and against any and all claims relating to or resulting from the Assets and Owner's operation of its business, including but not limited to any liability for the production, storage, removal of handling or any hazardous or toxic material.
11. **Insurance.** Auctioneer represents and warrants that it maintains and will continue to maintain liability and workers compensation insurance. Auctioneer will provide Owner with proof of said coverage. Owner represents and warrants that it maintains and will continue to maintain property coverage on the Assets until all items have been paid for in full at the Auction. Owner will provide to Auctioneer proof of said property coverage and list Auctioneer as an additional insured/loss payee on said policy. Proof of Owner's insurance is required prior to payment of funds to Owner.
12. **Abandonment.** Auctioneer shall use its reasonable best efforts to sell all of the Assets. In the event any portion of the Assets are not sold or otherwise removed, Auctioneer may abandon any of the Assets at no additional cost to Auctioneer. Auctioneer is not responsible for the removal of any equipment.
13. **Exclusive Sales Agent.** Upon execution of this Agreement and entry of the Approval Order, Auctioneer shall have the exclusive right to sell the Assets at the Auction and act as the exclusive sales agent of Owner during the Occupancy Period and if applicable, such later time until the Assets are sold. If Owner cancels the Auction at any time, Owner will pay Auctioneer a \$335,000 cancellation fee and reimburse Auctioneer for all expenses incurred by Auctioneer; Auctioneer shall



retain the "Exclusive Right to Sell" the Assets. The Auction shall be considered cancelled if (a) Owner requests cancellation to Auctioneer via writing or (b) Owner is unresponsive to Auctioneer's repeated attempts at communication for any 30 day period following the execution of this Agreement.

14. Real Estate. If Owner wishes, Auctioneer will offer the real estate subject to Owner's confirmation at no cost to Owner. If sale is made, Auctioneer will charge and retain from the successful bidder a 3% Buyer's Premium.
15. Termination. Auctioneer's offer pursuant to this Agreement shall remain in force and valid until 5:00 pm Central Prevailing Time on **May 12, 2017** or a later date mutually agreed to by the Parties in writing ("**Termination Date**"). If this Agreement is not accepted by Owner prior to the Termination Date or if the Approval Order is not entered by the Bankruptcy Court on or before June 8, 2017, the offer and all terms hereof are rescinded and void.
16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. The execution of a counterpart of the signature page to this Agreement shall be deemed the execution of a counterpart of this Agreement. The delivery of this Agreement may be made by email or fax, and such signatures shall be treated as original signatures for all applicable purposes.
17. Choice of Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles thereof. The parties hereto agree that the Bankruptcy Court (and the District Court and Circuit Court of Appeal with appellate jurisdiction over the Bankruptcy Court) shall retain exclusive jurisdiction to hear and finally determine any disputes arising from or under this Agreement. The prevailing Party shall have the right to collect from the other Party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.
18. Notices. All notices shall be given in writing and shall be deemed to have been fully given if delivered personally or sent by overnight courier, fax, or email (receipt confirmed) to the recipients listed on the signature page hereto.
19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, personal representatives, successors and assigns.
20. Duly Authorized Signatories. This Agreement may only be executed by duly authorized individuals of the Owner and Auctioneer. Owner to provide Auctioneer with (i) Corporate Resolution approving the execution of this Agreement, (ii) Operating Agreement of Owner stating that the individual executing this Agreement has such authority, or (iii) similar documentation stating the same in a form satisfactory to Auctioneer.
21. Entire Agreement. This Agreement represents the entire agreement among the Parties regarding the subject matter hereof and supersedes all prior, written or oral agreements or understandings among the Parties regarding this matter. This Agreement may be modified only by written



instruments signed by each of the Parties hereto. Owner and Auctioneer shall initial all pages of this Agreement.

22. Bankruptcy Court Approval. This Agreement is subject to and contingent upon entry of the Approval Order by the Bankruptcy Court.

Signature Page Follows



105 Revere Drive, Suite C | Northbrook, IL 60062
Ph: 224-927-5300 | Fax: 224-927-5311
sales@pplgroupllc.com | www.pplgroupllc.com

IF TO AUCTIONEER, ADDRESS TO:

David Muslin
President
PPL Group LLC
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Robert Maroney
President
Gordon Brothers Commercial & Industrial LLC
800 Boylston Street, 27th Floor
Boston, Massachusetts 02199
RMaroney@GordonBrothers.com

IF TO OWNER, ADDRESS TO:

Paul Ruddy
Secretary-Treasurer
Northeast Energy Management, Inc.
2018 S. 6th St.
Indiana, PA 12701
pruddy@echoes.net
570-905-4883

PPL Group LLC



David Muslin



WITNESS

May 12, 2017

DATE

Northeast Energy Management, Inc.



Paul Ruddy
Secretary-Treasurer




WITNESS

May 12, 2017

DATE

Gordon Brothers Group, LLC



Robert Maroney



WITNESS

May 12, 2017

DATE

NO.	UNIT#	YEAR	MODEL	MAKE	VIN/SN
DUMP TRUCKS / PICK UP TRUCKS					
1	DT195 WITH SNOW PLOW	2008	F550 DUMP	FORD	1FDAF57R38EB55138
2	DT268	2007	CV713	MACK	1M2AG111C57M059252
3	PU136	2004	F150	FORD	1FTRF14W14NC49247
4	PU214	2008	2500 SIERRA	GMC	1GTHK29K18E124340
5	PU226	2008	1500 SILVERADO	CHEVROLET	1GCEK19J08Z269043
6	PU247	2007	2500HD	CHEVROLET	1GCHK29888E119994
7	PU249	2011	F150	FORD	1FTFW1EF7BFA58165
8	PU251	2011	F150	FORD	1FTFW1EF9BFC71179
9	PU253	2011	F350	FORD	1FT8X3BT4BEC60155
10	PU255	2011	F350	FORD	1FT8X3BT8BEC18331
11	PU263	2013	F250	FORD	1FT7X2B69DEA16956
12	PU264	2013	F250	FORD	1FTBF2B60DEA16955
13	PU265	2014	F350	FORD	1FT8X3BT4EEA68447
14	PU269	2014	F250	FORD	1FT7X2BT2EEA52351
15	PU271	2014	F250	FORD	1FT7X2BT6EEB23017
16	PU276	2014	F150	FORD	1FTFW1EF6EKF89143
17	PU277	2014	F150	FORD	1FTFW1EF4EFC29409
SERVICE TRUCKS					
18	ST236	2008	CRANE	STERLING	3F6WK76A88G350805
UTILITY TRUCKS					
19	FB133 and Contents of Flatbed	2004	F350	FORD	1FDWX37PX3ED78131
20	JT217	2008	3500 SIERRA	GMC	1GDHK33618F103866
21	UT259	2012	F450	FORD	1FDOW4HTOCB50679
WATER TRUCKS					
22	WT220	2007	W900 100BRL	KENWORTH	1NKWLBOX17J214871
23	WT228	2008	388	PETERBUILT	1NPWL40X19N778077
TRACTOR TRAILERS					
	UNIT#	YEAR	MODEL	MAKE	VIN
24	RB150 and Attached Trailer	2002	ROLLBACK	VOLVO	4V5KC9GH92N317782
25	BT171	2000	BOX TRUCK	INTERNATIONAL	1HTSCABMXYH286686
26	TT216	2007	W900 80 BRL	KENWORTH	1NKWLBOX1N272239
27	TT229	2009	T800	KENWORTH	1XKDD40X09J249940
28	TT230	2007	W900 WINCH	KENWORTH	1NKINLBOX47J194819
29	TT231	2007	T800	KENWORTH	1NKDLBOX37J204747
30	BT249	2001	4700	INTERNATIONAL	1HTSCAAN01H369222
31	TT256	2012	T800 WINCH	KENWORTH	1NKDX4TX3CJ317247
	UNIT#				
34	TRL100 and Inventory	1993	42' CASING	DORSEY	1DTP16T2XPP031387
35	TRL101	2004	CAR TRAILERS	KAUFMAN	1R9FD18264S000536
37	TRL110 and Reinco Mulcher	2007	MULCH TRAILER	QUALITY	5NDFP16236S002767
38	TRL113	2001	45' FLOAT	FONTAINE	13N14520615994298
42	TRL132 and Inventory Contents	2000	45' CASING	GREATDANE	1GRDM9020YM001607
43	TRL133	1981	40' FLOAT	LUFKIN	1L01B402XB1058087
44	TRL135 w/ BOP UNIT AND SKID MOUNTED BOOSTER TRL142	2000 2008	45' CASING	FONTAINE QUALITY	13N14520X71599265 5NDFP162285000147
45	TRL143	2000	45' CASING	FONTAINE	13N145201Y1590083
47	TRL147	2007	FLOAT	STANTON DYNA	1595F412985834135
48	TRL149	2000	CASING	FONTAINE	13N150206Y1594260
49	TRL151	2000	FLATBED	FONTAINE	13N150202Y1594255
50	TRL152	2000		FONTAINE	13N14520XY1590048
51	TRL154	2000	RIG 14 BOP	FONTAINE	13N145028Y1594258
53	TRL159	2006		LUFKIN	1L01B532X61161307

EXHIBIT "A"

NO.	UNIT#	YEAR	MODEL	MAKE	VIN/SN
54	TRL160	2006		LUFKIN	1L01B532X61161310
55	TRL161	2008	PIPELINE	QUALITY	5NDFD18238S001877
56	TRL162	2008		CARMATE	5A3C508S08L002241
57	TRL166	1995	45' CASING	FONTAINE	13N14520SS1565839
58	TRL167	2006	ENCLOSED	FOREST RIVER	5NHUTS2126W026256
59	TRL168 and Contents Including Sealers, Clamps, Etc..	2006	ENCLOSED	FOREST RIVER	SNHUTS0136W026253
60	TRL169	2006	ENCLOSED	FOREST RIVER	SNHUTS2106W026255
61	TRL170 with Adesco Pump and Car-Mate Enclosed Trailer (License Plate: XDT-7754)	2008	LOWBOY	NUTTALL	4C9LN46288A061206
62	TRL171 with Adesco Pump and Contents	2009	DROP DECK	STANTON DYNA	1S9SD50339S834190
63	TRL173	2009	LOWBOY DROPDECK	PITTS	SJYLB35219P090011
64	TRL175	2009		STANTON DYNA	1S9SD46289S834947
65	TRL176	2009	RIG11PRODAIR	STANTON DYNA	1S9S043279S834197
66	TRL177	2009	FLOAT	STANTON DYNA	1S9SF41279S834203
67	TRL178	2009	FLOAT	STANTON DYNA	1S9SF41289S834204
68	TRL 180				
70	TRL183 and Contents Including BOP UNIT and Booster	2001	CASING	FONTAINE	13N14520415996101
71	TRL184 and Contents (Pump, Pipe Wrench, including BOP unit and Booster)	1996	CASING	DORSEY	1DTP16W28TG050185
72	TRL187	1985	DROPDECK FLOAT	GREATDANE	1GRDM9022FM099715
73	TRL188	2011	4AXLE LOWBOY	NUTTALL	4C9VV5449BA061368
74	TRL189	2012	4AXLE LOWBOY	NUTTALL	4C9VV5446CA061412
75	TRL190	2012	2AXLE LOWBOY	NUTTALL	4C9LV4827CA061414
76	TRL191 with Office Trailer	2012	3AXLE LOWBOY	NUTTALL	4C9LV5449CA061413
77	TRL192 and "Company Man" Office Trailer (# CMP 029)	2012	4AXLE LOWBOY	NUTTALL	4C9LU4834CA061415
78	TRL193	2012	14000#PIPELINE	NEWQUALITY	5LEB1F520D1134031
79	TRL194	2013	BBQ	MEADOWCREEK	1M9BB1622DN758168
80	TRL 300 Office / Storage Trailer and Contents				License Plate: PT-8147N
81	TRL402	1997		TRANSCRAFT	1TTF45202V1054561
82	TRL503 and Contents (Hose, Adesco Pump, AP120, Etc..)	2008		STANTON DYNA	1S950432785834185
83	TRL800 Office/ Shop Trailer and Contents	2007		AJAX	1AJC40277H1006189
84	TRL801 and Contents	1986	DROPDECK	FONTAINE	13N248204GT540265
86	TRL804 and Contents including BOP unit	2000		FONTAINE	13N145203Y1580053
87	TRL805 and Contents including Pumps, Ingersoll	2007		CARMATE	5A3C508S18L001843
88	TRL905 (With Flam Cabinets, IR 106)	2008		STANTON DYNA	1S9SD43279S834186
89	TRL1000 Office / Shop Trailer with Drills, Hand Tools, Pason Wireless Access Point, etc..	1986		AJAX	1AJC40266G1005847
90	TRL1003	2004		GREATDANE	1GRDM962X4M700468
91	TRL1100	1991		STRICK	1S12GC407MB671587
92	TRL1101	2008		KIMBLE	1K9AH54B683268042
93	TRL1102	2008		CARMATE	SA3C508S68L002552
94	TRL1103	2008	RIG11 DOLLY	KIMBLE	1K9AL10A983268044
95	TRL1201	2008	RIG 12 PIPEHAND	KIMBLE	1K9AH54B483268055
96	TRL1202	2008	RIG12 DOLLY	KIMBLE	1K9AL10A283268060; LP: PT-6436W
97	TRL1203	2012		STANTON DYNA	1S9SD4421BS834285
98	TRL1400 and Contents	2002	RIG14 DOGHOUSE	GARDENSTATE	48ZGC715X5W1156
99	TRL1401	1972	RIG14 GENSHACK	BERTO	8:1670
100	TRL1402	2011	RIG14 DOLLY	KIMBLE	1K9AL10A3B3268124
101	TRL1403	2011	RIG14 PIPEHAND	KIMBLE	1K9AH54B326810
102	TRL 1404		Pines (ABF Trailer)		-66604
107	TRL 806		Office Trailer		License Plate: PT-1981L
108			Small Wooden Trailer		License Plate: XDG-1848
109			White Drop Deck Trailer (Yard 2)		
110			Office Trailer at Yard 2 (Ameri-Tech)		

NO.	UNIT#	YEAR	MODEL	MAKE	VIN/SN
	SERVICE RIGS				
112	SR261	1984	POLE SWAB	INTERNATIONAL	1HTLFVNXEHA67642
	DRILLING RIGS				
113	RIG 4		TR 300 on RIG		
114	RIG11 with Hydraulic Pipe Feeding System	2008	TXD200	SCHRAMM	1K9AD35C383268040
115	RIG12 with Hydraulic Pipe Feeding System	2008	TXD200	SCHRAMM	1K9AD40C183268051
116	RIG14 with Hydraulic Pipe Feeding System	2008	TXD200	SCHRAMM	1K9AD40C593268111
	BOOSTERS				
	UNIT#				
117	KB111		RIG 12 2 STAGE	AERIAL	
118	KB114		RIG10	AERIAL	
119	KB124		RIG11	AERIAL	
120	KB137		RIG12 SINGLE	AERIAL	
121	KB140		RIG11	AERIAL	
122	KB145		RIG10	AERIAL	
123	KB148		RIG14	AERIAL	
124	KB150		RIG14	AERIAL	
125	KB151		RIG	AERIAL	
	KR 148				
126	KB152			AERIAL	
	AIRPACKS				
	UNIT#				
127	AP102	2006	XHP1170	IR	363710UKPB40
128	AP103	2005	XHP1170	IR	349318U10078
129	AP106				SHELOCTA TRA
130	AP107	2004	XHP1170	IR	347906UG008
131	AP109	2002	XHP1070	IR	327228UAM58
132	AP110		XHP1170	IR	402656
133	AP112		XHP1170	IR	400570
134	AP113		XHP1170	IR	402869
135	AP114	2006	XHP1170	IR	367860UCQB78
137	AP116		XHP1170	IR	40280XUFSC97
138	AP117W		XHP1170	IR	359927UHPB40
139	AP118W		XHP1170	IR	343116
140	AP119W		XHP1170	IR	358151UFB40
141	AP120W		XHP1170	IR	401597
142	AP121		XHP1070	IR	
143	AP122		XHP1070	IR	
144	AP123		XHP1070	IR	
145	AP124		XHP1170	IR	
146	AP701	2008	XHP1170	IR	367950UCQB78
147	AP901	2004	XHP1170	IR	399188UCSC97
148	AP902		XHP1170	IR	340041U1N078
149	AP1401	2011	XHP1170	IR	374941
150	AP1402	2011	XHP1170	IR	428508
151	AP1403	2011	XHP1170	IR	428835
152	AP1404	2011	XHP1170	IR	423125
	GENERATORS				
	UNIT#				
153	RG10			KOHLER	
154	RG11			KOHLER	
155	RG800		SD60FJ4TZ	KATOLIGHT	150325
156	RG801		SD60FJ4TZ	KATOLIGHT	147987
157	RG1000 - Goes with Rig 14 - Engine for the Kohler		V330T	WHITE	
158	RG1101		0208P3	OLYMPIAN	OLY00000JNNS02284
159	RG1200			WHITE	
160	RG1400			KW	
161	GEN105		YG6600D	YAMAHA	7WWW27021
162	GEN106		40KW/ND	SEPOWER	2451
163	GEN109		50DGCA	ONAN	960625070
164	GEN110			CHAMPION	6DEC6562949C
165	GEN111		YG4000D	YAMAHA	262068
166	GEN113		30475	TROYBILT	1018550401
167	GEN114			HONDA	5676
	DOZERS				
	UNIT#				
168	D120		D39EX	KOMATSU	1750

NO.	UNIT#	YEAR	MODEL	MAKE	VIN/SN
	EXCAVATORS				
170	E126		KX121-3	KUBOTA AND ATTACHMENTS	76561; 686 hours;
	FORKLIFTS				
171	UNIT#				
172	FL1		CPX15E	CLARK	
173	FL5		VR843C	IR	
174	FL12	2012	624K	JOHN DEERE	64384
175	FL13	2012	624J	JOHNDEERE	598749
	SKIDSTEERS				
177	SS5		1845C	CASE	D215100
178	SS7		329DT	JOHN DEERE	1198 hours; 1T0329DKABD210668
179	SS8		329DT	JOHN DEERE	
	WELD SHOP				
	SUPPLY ROOM				
180	MISC. ITEMS SUCH AS PAINT, FASTENERS, TRUCK LIGHTS, BOLTS, WELD WIRE AND TORCH HEADS				
	TOOL ROOM				
181	AC MACHINE				
182	MISC. ITEMS SUCH AS LIGHTS, EXT. CORDS, GRINDERS, PIPE WRENCHES, LOCKERS, CB'S AND REFRIDGERATORS				
	BREAK ROOM				
183	MISC. ITEMS SUCH AS DESK, PLASTIC BREAK TABLE, CHAIRS, AC UNIT				
	STEEL ROOM				
184	2-BAND SAWS				
185	VARIOUS STEEL ON RACK				
186	STEEL AND MISC. SCRAP STEEL				
187	STEEL GRADING				
188	STEEL BENCH W/WISE				
	WELDER ROOM				
189	IR 100+ GAL. AIR COMPRESSOR				
190	2-TORCH SETS W/CART				
191	MILLER 330 ST AIRCRAFTER WELDER				
192	3-MILLER 250 BIG WELDERS				
193	PLASMA CUTTER				
194	SHELF OF MISC. WELD PARTS				
195	300 AMP R3R-300 LINCOLN STICK WELDER				
	MAIN WELD SHOP				
196	3-AIR JACKS				
197	16 VARIOUS SIZES OF WHEELS AND TIRES NEW AND USED				
198	2-TIRE RACKS				
199	DRILL PRESS				
200	DEWALT BENCH GRINDER W/STAND				
201	VARIOUS METAL LAYING ON FLOOR				
	SHOP				
	MAIN ROOM				
202	3-HARDWARE CABINETS DRAWER IYPE				
203	RACK OF MISC. PARTS				
204	TRANSMISSION JACK				
205	VARIOUS JACK STANDS				
206	DRILL PRESS				
207	2-METAL TABLES W/WISES				
208	TORCH SET				
210	OIL AND ANTI FREEZE ON RACK				
	PARTS ROOM				
211	TRUCK LIGHT SHELF				
212	BATTERIES VARIOUS SIZES				
213	FUEL OIL AND AIR FILTERS				
214	MISC. TRUCK PARTS AND ACCESSORIES				
215	MISC. WIRE				
216	MISC. RIG PARTS				
217	MISC. BELTS				
218	MISC. PIPE FITTINGS				
219	MISC. BULBS AND FUSES				
220	BRAKE MAXI CANS				
221	CABINET W/MISC. AIR COMPRESSOR AND BOOSTER PARTS				
222	MISC. HOSE AND AIR LINE				
223	STARTERS AND ALTERNATORS				

Exhibit A

NO.	UNIT#	YEAR	MODEL	MAKE	VIN/SN
	OPEN FACED BUILDING				
224	VARIOUS PARTS AND MATERIALS				
	UPPER RED BUILDING/TRAINING CENTER				
225	PALLET OF USED ROUGHNECK PARTS				
226	2-SCHRAMM MAST CYLINDERS				
227	11 DRUMS OF VARIOUS OIL				
228	6-MAST ROLLERS				
229	VACCUUM PUMP FOR WATER TRUCK REBUILT				
230	3-PALLETS OF VARIOUS DONALDSON FILTERS				
231	REBUILT V12 DETROIT ENGINE				
232	OIL COOLER				
233	RADIATOR				
234	8-SLOW SPEED TOP HEAD MOTORS				
235	2-HIGH SPEED TOP HEAD MOTORS				
236	MISC. VALVE BODY FOR SCHRAMM RIG				
237	REBUILT HYDRAULIC CYCUNDER FOR SCHRAMM RIG				
238	4-ROUGHNECK JAW CYCUNDERS				
239	SMALL AIR COMPRESSOR				
240	MISC. RD 20 PARTS				
241	PIPELOADER CLAMP ASSEMBLY				
242	SHELF BY DOOR W/SMALL MISC. PARTS				
	SMALL PARTS ROOM				
243	2-SMALLSHELVES MISC. ITEMS NEW AND USED				
	INDIANA				
244	DRILL TRAILER				
	YARD CONTENTS				
245	Lot: Inventory, Pipe racks, Collets, Pipe Inventory, (20+) Steel tubs and contents, 30 tires, Clamps and Valves, Crate of Coiled Bits and Pipe,				
246	Lot: Attachments for Skid Steer, Exccavators, Skidsteer including Bush Master 12" Brush Attachment, Auger, Forks, John Deere Bucket (SN: 1957680), Rock Bound 72B				
247	Lot: Miscellaneous Yard Contents (at both locations) and Sheds including Silo, Storage Trailers, Pipe Racks, Steel tubs, Jlb crane, Inventory, Tires, Conex Boxes, Pumps,				
249	Lot Contents on TRL135: Drill Bits, Tooling, Blowout, NOV Pressure Pump 31232; Etc.				
250	Lot Contents of TRL183: Crate of Pople/Collets; Blowout, Pressure Pump; Pipe Wrench				
251	Lot: (5-9) Adesco Pumps (BF4L914)				
252	Adesco SP #1; 2096 hours; 2007; BF4L914				
253	Adesco SP #9; 1453 hours; BF4L914				
254	Lot: (2) Conex Boxes and Contents - JS-D24SP-A / JS00-02496				
255	Lot (11): Frac Tanks				
256	Pason SAT-101 Satelite Dish Attachment				
257	Lot: Yellow Pipe Wrenches				
258	JLG Telescopic Boom Lift 600S				
262	BOP				
265	Ameritech Mancamp #CMP0003				
264	Lot: Contents of Red Shed including Rebuilt Engine, Inventory, Generators				