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

IN RE:	§	CASE NO. 16-70059
WEST TEXAS POLY & PUMP, LLC	§	
DEBTOR(S)	§	CHAPTER 11

MOTION OF DEBTOR FOR AUTHORIZATION TO SELL CERTAIN PERSONAL PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES

TO THE HONORABLE RONALD B. KING, CHIEF UNITED STATES BANKRUPTCY JUDGE:

NOW COMES, WEST TEXAS POLY & PUMP, LLC, Debtor in the above styled and numbered Chapter 11 Bankruptcy case and files this its Motion for Authorization to Sell Certain Personal Property Free and Clear of All Liens, Claims, and Encumbrances pursuant to §363 of the Bankruptcy Code, and in support thereof would respectfully show the Court the following:

1. On April 26, 2016, the Debtor filed a Voluntary Petition for relief pursuant to Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Texas, Midland Division.

2. The assets proposed to be sold are described as substantially all assets including but not limited to those listed in the EXHIBIT "A" attached hereto.

3. The Debtor proposes to sell said property via an auction using PPL Group, LLC. The Debtor's opinion of estimated sale proceeds from said auction will be in the amount of $2,000,000.00. The proposed sale to the highest bidder(s) shall be free and clear

of all liens, claims, and encumbrances.

4. The Debtor believes that the proposed auction proceeds amount will approximate the market value and context of such a sale, and is of a reasonable value based upon the assets proposed to be sold and their marketability.

5. The personal property is encumbered by one lien as follows:

A. Prosperity Bank in the approximate amount of $1,500,000.00.

6. The proceeds will be used by the Debtor as follows:

Estimated Sales price	$2,000,000.00
Approximate Prosperity Bank	($1,500,000.00)
Estimated Commission to PPL Group (0%)	($00,000.00)
Estimated selling costs	($35,000.00)
Prospective net cash at auction conclusion	$465,000.00

7. The auction is scheduled to close as soon as possible and will take place within 45 days of an order approving this sale.

8. The Debtor believes that the auction of the asset is in the best interest of its Estate and all creditors and parties in interest.

WHEREFORE, PREMISES CONSIDERED, Debtor requests that the Court authorize it to sell free and clear of all liens, claims, and encumbrances the assets set forth on Exhibit "A" for the estimated auction amount of $2,000,000.00 to the highest bidder(s) and for such other and further relief to which Debtor may show itself justly entitled.

DATED this 8th day of August, 2016.

Respectfully submitted,

WILLIS & WILKINS, L.L.P.

/s/James S. Wilkins

JAMES S. WILKINS, Attorney for WEST TEXAS POLY & PUMP, LLC, DEBTOR-IN-POSSESSION
711 Navarro Street, Suite 711
San Antonio, TX 78205-1711
Telephone: (210) 271-9212
Facsimile: (210) 271-9389
TBC No. 21486500

Certificate of Service

I hereby certify that on the 8th day of August, 2016, a true and correct copy of the foregoing instrument was sent by first class, United States mail to the United States Trustee and the attached service list.

WEST TEXAS POLY & PUMP, LLC
Brian Burris
3310 S. Fulton Ave.
Odessa, Texas 79766

U.S. Trustee
615 E. Houston Street, Suite 533
San Antonio, Texas 78205

WILLIS & WILKINS, L.L.P.

BY: /s/James S. Wilkins
JAMES S. WILKINS
Attorneys for WEST TEXAS POLY & PUMP, LLC, DEBTOR-IN-POSSESSION

CREDITOR MAILING MATRIX
(Attached hereto)

Label Matrix for local noticing
0542-7
Case 16-70059-rbk
Western District of Texas
Midland
Tue Apr 26 13:56:33 CDT 2016

United States Trustee (SMG/11)
U.S. Trustee's Office
615 E. Houston, Suite 533
P.O. Box 1539
San Antonio, TX 78295-1539

West Texas Poly and Pump, LLC
3310 South Fulton Ave.
Odessa, TX 79766-8854

U.S. BANKRUPTCY COURT
615 E. HOUSTON STREET, ROOM 597
SAN ANTONIO, TX 78205-2055

ACE SPECIALTIES INC
PO Box 1189
Odessa, TX 79760-1189

ACTION AIR
PO BOX 3274
Lubbock, TX 79452-3274

AFFILIATED COM-NET Inc.
730 AVENUE F, Suite 210
Plano, TX 75074

AIR COMPRESSOR SOLUTIONS INC
3001 Kermit Hwy
Odessa, TX 79764-7306

AIRGEN EQUIPMENT LLC
P O Box 13978
Odessa, TX 79768-3978

AMERICAN CRANE & EQUIPMENT
P O BOX 13293
Odessa, TX 79768-3293

AMERIFLUSH, Inc.
4606 Johnson Rd
Odessa, TX 79764-3877

ASSOCIATED SUPPLY COMPANY INC
P.O. BOX 3888
Lubbock, TX 79452-3888

Attorney General of the US
Main Justice Bldg., #5111
10th & Constitution Ave. NW
Washington, DC 20530-0001

B-LINE FILTER & SUPPLY INC
P O BOX 4598
Odessa, TX 79760-4598

B-LINE LUBE CENTER
P O BOX 4617
Odessa, TX 79760-4617

BARNHART BOLT & SPECIAL FASTENERS
PO BOX 69085
Odessa, TX 79769-0085

BASIN DISPOSAL INC
P O BOX 2283
Odessa, TX 79760-2283

BRAWLER INDUSTRIES, LLC
P O BOX 60004
Midland, TX 79711-0004

COUGAR CLEANING EQUIPMENT
JIMMY M SMART
3841 W. Loop 338
Odessa, TX 79764-3124

ELECTRONIC DATA DEVICES CO INC
P O BOX 12128
Odessa, TX 79768-2128

FORREST TIRE CO, Inc. - Odessa
PO BOX 1778
CARLSBAD, NM 88221-1778

GICON PUMPS & EQUIPMENT LUBBO
PO BOX 701
Lubbock, TX 79408-0701

GREAT TEXAS OIL CHANGE
PO BOX 3432
Odessa, TX 79760-3432

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

JONAS SOFTWARE
330 S. Warminster Rd Suite 360
Hatboro, PA 19040-3433

L&W DIESEL SERVICE, Inc.
P.O. BOX 4635
Odessa, TX 79760-4635

LONESTAR USA SAFETY& TRAINING LLC
P.O. Box 9215
Midland, TX 79708-9215

MARTENS Todd Leonard & Taylor
301 Congress Ave., Suite 1950
Austin, TX 78701-2922

MIDLAND WINPUMP COMPANY
2400 COMMERCE
Midland, TX 79703-7549

MMR CONSTRUCTORS, Inc.
P O BOX 62382
NEW ORLEANS, LA 70162-2382

MPS ENTERPRISES, INC
MILFORD PIPE & SUPPLY
1224 W. Broadway Place
Hobbs, NM 88240-5568

Mountain Red Man Corp
PO BOX 204392
Dallas, TX 75320-4392

Prosperity Bank
2703 N. Grandview Ave.
Odessa, TX 79762-6952

REXCO
3220 KERMIT HIGHWAY
Odessa, TX 79764-6423

SANDCO SALES, Inc.
806 W 59TH
Odessa, TX 79764-3587

SUN COAST RESOURCES INC
P O BOX 202603
Dallas, TX 75320-4667

THE SHERWIN WILLIAMS CO
5001 JOHN BEN Sheppard PK
Odessa, TX 79762-8123

Texas Comptroller of Public Accounts
c/o Attorney General's Office
Bankruptcy and Collections Division
P.O. Box 12548
Austin, TX 78711-2548

United States Attorney
601 NW Loop 410, Suite 600
San Antonio, TX 78216-5597

United States Trustee - MD12
US Trustee's Office
615 E Houston, Suite 533
PO Box 1539
San Antonio, TX 78295-1539

VARELA DIESEL PERFORMANCE
2741 E. PEARL St.
Odessa, TX 79761-5901

WELLTECK IT
P.O. BOX 5261
Midland, TX 79704-5261

WESTAIR - PRAXAIR DIST INC
P.O. BOX 120889
Dallas, TX 75312-0889

WTG FUELS, Inc.
P.O. Box 51140
Midland, TX 79710-1140

James Samuel Wilkins
Willis & Wilkins, LLP
711 Navarro St Suite 711
San Antonio, TX 78205-1889

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

INTERNAL REVENUE SERVICE
P.O. Box 21126
Philadelphia, PA 19114

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Skybitz

End of Label Matrix	
Mailable recipients	44
Bypassed recipients	1
Total	45

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

AUCTION AGREEMENT

This AGREEMENT ("Agreement") made and entered into this 8 day of August, 2016, by and between West Texas Poly and Pump, LLC, with an office and place of business at 3310 South Fulton Ave., Odessa, TX 79766 and incorporated in the State of Texas, (hereinafter referred to as "Owner") and PPL GROUP LLC, with an office and place of business at 105 Revere Drive, Suite C, Northbrook, Illinois 60062 (hereinafter referred to as "Auctioneer"), each a "Party" and collectively, the "Parties."

WITNESSETH:

Whereas, Owner shall have Auctioneer sell the assets fence-to-fence and boundary-to-boundary of West Texas Poly and Pump, LLC located at 3310 South Fulton Ave., Odessa, TX 79766 ("Premises"), as inspected by Alex Mazer on July 25, 2016, including but not limited to those items listed in the Exhibit "A" with related tooling packages, related items and miscellaneous contents of the building as further described in this Agreement ("Goods"):

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

1. Auctioneer shall conduct a 0% commission live and online auction sale(s) for the benefit of the Owner, of the Goods as described above, provided all machines remain under power or as originally inspected ("Auction"). Owner will receive 100% of the proceeds less $35,000 for expenses.
2. Auction will be held at the Premises.
3. Onsite buyers will be charged a 15% Buyer's Premium that will be retained by Auctioneer. Online buyers will be charged an 18% Buyer's Premium, with 15% retained by Auctioneer and 3% retained exclusively by Bidspotter for providing the online service.
4. All cleared funds shall be remitted to the Owner, via wire transfer, thirty (30) days after the auction.
5. Auction will be conducted no later than 60 days from the date of this Agreement and a court order approving the sale.
6. Auctioneer shall be granted an exclusive, unrestricted and unencumbered license to use the Premises to prepare for and conduct Auction, for the period up to and including Auction day and 10 business days following Auction, free of cost, including all rent, utilities, trash removal and security.
7. All Goods will be offered on an "AS-IS, WHERE-IS" basis, WITHOUT RESERVE.
8. Owner hereby makes the following representations, warranties and covenants:
    a. Owner has good and marketable title to the Goods;
    b. The Goods shall be conveyed to Auctioneer free and clear of all claims, liens, mortgages, pledges, encumbrances or personal property taxes of any kind;
    c. Owner has no information which would lead a reasonable person to believe that Owner would be unable, for any reason, to convey good title, free and clear of liens and encumbrances to a purchaser of the Goods;

EXHIBIT "A"

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sales@pplgroupllc.com | www.pplgroupllc.com

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 Goods;
e. Owner will provide Auctioneer with clear titles for all titled vehicles five (5) business dates prior to the date of Auction, leaving the buyer information blank;
f. Each item included in the Goods will, at the time of 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; and
g. In preparation for Auction, Owner will assist Auctioneer with identifying machinery equipment parts, components, books and manuals that go with each machine.

9. 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 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.
10. Auctioneer has the right to abandon any and all equipment sold or not sold at Auction and is not responsible for the removal of any equipment.
11. Auctioneer reserves the right to hire or joint venture Auction with a firm of Auctioneer's choosing.
12. Auctioneer represents and warrants that it maintains and will continue to maintain liability and workers compensation insurance and will list Owner as additional insured/loss payee on said policies. Auctioneer will provide Owner with proof of said coverage.
13. If Owner leases the Premises where the sale is to be conducted, within ten (10) days of the date hereof Owner shall provide Auctioneer with written authorization from Landlord, in a form satisfactory to Auctioneer, that Auctioneer will have a license to use such property to hold Auction and remove sold items in accordance with this Agreement. If Owner does not deliver such authorization, Auctioneer may terminate this Agreement.
14. This Agreement contemplates that the Goods will be sold by Auctioneer at an Auction at the Premises. Auctioneer and Owner agree as follows: Auctioneer will use its phone and fax numbers in all advertising of Auction, however, should Owner receive any inquiries regarding Auction, they shall be immediately referred to Auctioneer. Auctioneer may use the name, logo and location of Owner in such advertising and brochures to advertise the sale consistent with trade practices in the auction business. Auctioneer has the right to add machinery or equipment to Auction. Auctioneer shall have the absolute right to determine all of the terms of such Auction and Owner shall cooperate with Auctioneer in all respects. A representative of Owner will remain on the property to insure entrance to the facility during normal work hours and insure utilities disconnected from any Goods to be removed or provide Auctioneer with keys and/or access code to the facility. Auctioneer's representative

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shall remain on the Premises for five (5) days to oversee the removal of Goods sold at Auction, after which time such overseeing shall be the sole responsibility of Owner.

15. Upon execution of this Agreement, Auctioneer shall have the "Exclusive Right to Sell" the Goods at Auction and act as the exclusive sales agent of Owner until 10 days following the Auction.
16. Auctioneer may collect a reasonable deposit from Auction buyers. Any balance due will be collected from buyers prior to the removal of the purchased item(s) from Premises. Proceeds due to Owner are comprised of actual monies collected from buyers; Auctioneer is not liable for a buyer's failure to pay purchase price of item(s).
17. Auctioneer offer pursuant to this Agreement shall remain in force and valid until 5:00 pm on ~~August 5, 2016~~ August 9, 2016 or a later date mutually agreed to by the Parties in writing ("Termination Date"). If this Agreement is not accepted by Owner prior to the Termination Date, the offer and all terms hereof are rescinded and void.
18. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, personal representatives, successors and assigns.
19. 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.
20. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. The execution of a counterpart of the signature page to this Agreement shall be deemed the execution of a counterpart of this Agreement. The delivery of this Agreement may be made by facsimile, and facsimile signatures shall be treated as original signatures for all applicable purposes.
21. This Agreement and all disputes hereunder shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflict of laws provisions. The prevailing Party shall have the right to collect from the other Party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.
22. Owner and Auctioneer shall initial all pages.
23. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile or (v) by electronic mail.
24. This Agreement may only be executed by duly authorized individuals of the Parties.
25. As a matter of Texas law, we are required to advise you that should you have any complaints to be made to the Texas Department of Licensing and Regulation in connection with this company or its auctioneers, said department's address and phone number are P.O. Box 12157, Austin, Texas, 78711, (512) 463-2906.

Signature Page Follows

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sales@pplgroupllc.com | www.pplgroupllc.com

IF TO AUCTIONEER, ADDRESS TO:

Perry Grimaldi, Jr.
PPL Group LLC
105 Revere Drive, Suite C
Northbrook, Illinois 60062

IF TO OWNER, ADDRESS TO:

Mr. Brian Burris
CEO
West Texas Poly & Pump, LLC
3310 South Fulton Ave
Odessa, TX 79766

PPL Group LLC

Perry Grimaldi, Jr.

WITNESS

08/08/2016
DATE

West Texas Poly & Pump, LLC

Brian Burris

WITNESS

08/08/16
DATE

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Exhibit A

105 Revere Drive, Suite C | Northbrook, IL 60062
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Description	Serial	Date
PJ Pipe Trailer	-222305	2014
Big Tex Trailer - 12PT40	-51605	2014
PJ Gooseneck Trailer		
Ford F-450 (Unit #2)	-91116	
Enclosed White Trailer	-60895	1995
White Ford Service Truck (Appears non-operational)		
Dodge Ram 3500 Flatbed Truck	-46100	
Renegade Trailer		
Ditch Witch RT45		
Trailer with McElroy Components		
IR G60 Generator (#C1)	-384963	2007
IR G70 Generator (#D21)	-14353	2010
IR G85 Generator (#E2)	-455106	2013
IR G90 Generator (#F2)	-36993	
Chicago Pneumatic Group CP 90 Tier 4. (#F10)	-66982	2013
Chicago Pneumatic Group CP 90 Tier 4. (#F3)	-67429	2013
Chicago Pneumatic Group CP 90 Tier 4. (#F6)	-68279	
Red Midland Carrier Pipe Spool Trailer		
Green Midland Carrier Pipe Spool Trailer		
Red Midland Carrier Pipe Spool Trailer		
Green Midland Carrier Pipe Spool Trailer		
(Two) Red Midland Carrier Pipe Spool Trailer		
(Two) Green Midland Carrier Pipe Spool Trailer		
Old Mack Truck and Red Flatbed Trailer		
Chicago Pneumatic Group CP 250 Tier 4. (#H1)	-61336	2011
IR G570. (#L2)	-4631	2002
IR G240. (#G2)	- HUC31	
IR G240. (#G5)	-7578	2012
IR G240. (#G4)	-7579	2012
Lot: Miscellaneous Contents of yard, shelving, pumps, motors, strorage containers, IR Compressors, Pipe Inventory, etc..		
Dodge Ram 2500		
IR G40. (#B8)		

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IR G40. (#B4)		
IR G40. (#B3)		
IR G40. (#A26)		
IR G25. (#A22)		
IR G25. (#A25)		
IR G25. (#A42)		
IR G25. (#A18)		
IR G40. (#B21)		
Non Operational Green F350 Service Truck		
IR Lightstand Tower	-15097	2010
IR Lightstand Tower	-14760	2010
IR Lightstand Tower	-14762	2010
CAT 60 Generator (RP10718)		
(1) Trailer and (1) BigTex Enclosed Trailer		
Red Chicago Pneumatics Group CPS400-100T4	-74625	Oct-13
Cummins Smart 170 Compressor		
IR G90. (#F11)	FUL24	
JCB 509-42 Telescopic Forklift	-6426	
CAT 930 Wheel loader		
JLB 4CX Eco Backhoe.	-68486	
Big Tex Trailer . 12 PL		
HaulAssTrailer 4335-T-131176		Dec-12
FlexControl (#01)	-1720	2008
Trailer with Multi-Max Suspension Pump System	-1430	2001
Contents of (4) Leased Konex Boxes		
Custom Built Mobile Green Structure with Sullivan Palateck Compressor and 1 Ton Jib Crane		
McElroy AT805505	C67076	
McElroy Tracstar 412/618 AT1816501	CG2590	
McElroy Tracstar 412/618 AT1816501	CG2539	
McElroy Tracstar 412/618 AT1816501		
McElroy Tracstar 412/618 AT1816501	#618	
McElroy Tracstar in Crated Packaging		
Ford F350 Service Truck (#0602)	-84359	2014
Ford F250	-38756	
Ford F250	-72320	
Ford F250	-5514	
Ford F250. Not operational.	-23100	2012
IR G80. (#E1)		

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IR G60. (#C06)		
IR G70. (#G70)		
IR G240. (#G14)		
G25		
G240. (#G7)		
Lot: Contents of Modular Office		
AT C&G		
IR Lightstand Tower	-22850	2011
Chicago Pneumatic Group CP 250 Tier 4.	-64471	2012
Chicago Pneumatic Group CP 250 Tier 4. (#H2)	-66988	2013
IR G240. (#G28)	-25332	2011
IR G290. (#J05)	-431547	2011
IR G570. (#L1)	-900	2008
IR G240. (#G13)	-29033	2011
IR G290	-431546	2011
IR G25		
IR G25. (#A9)	-70617	2006
IR G90. (#F13)		
IR G40. (#B9)	-22247	2011
Chicago Pneumatics Group Tier 4 CPG 90. (#F8)	-102113	
IR G25. (#A15)	-24246	
IR G25. (#A12)	-403512	2008
IR G40. (#B9)	-422247	2011
IR G25. (#A10)		
IR G40. (#B21)	-24254	2011
IR G70. (#B7)	-381152	
IR G25. (#A19)	-42142	2010
IR G25. (#A21)		2010
IR G25. (#B6)	-384277	
IR G25. (#A29)	-437106	2012
IR G40. (#B10)	-381151	2007
IR G25. (#A30)	-436046	
IR G25. (#A28)	-422565	2011
Lot: All remaining units located at off-site facilities		