

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

In re

NEW YORK CRANE & EQUIPMENT  
CORP., et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 16-40043(CEC)

Case No. 16-40044 (CEC)

Case No. 16-40045 (CEC)

Case No. 16-40048 (CEC)

Jointly Administered

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN  
POSTPETITION FINANCING AND GRANT SECURITY INTERESTS  
AND SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS WITH  
RESPECT TO THE COLLATERAL; (II) MODIFYING THE AUTOMATIC STAY;  
(III) AUTHORIZING THE DEBTORS AND NON-RECOURSE GUARANTORS  
TO ENTER INTO AGREEMENTS WITH COBRA KAI LENDING LLC;  
(IV) AUTHORIZING USE OF CASH COLLATERAL;  
AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”) of Perry M. Mandarino, the Chapter 11 trustee duly appointed on June 23, 2017 as the operating trustee of individual debtor James F. Lomma, Case No. 16-40048 (CEC) (the “Chapter 11 Trustee”) in the jointly administered cases of the above-captioned individual debtor James F. Lomma (the “Individual Debtor” or “Lomma”), and the corporate debtors N.Y. Crane, Lomma N.J., and Lomma Del. (collectively, the “Corporate Debtors” and together with Lomma, the “Debtors”) for entry of a final order (the “Final Order”) under sections 105, 361, 362, 363, and 364 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002 and 4001 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 4001-5 of the Local Bankruptcy Rules for the United States

<sup>1</sup> The Debtors, along with the last four digits of each Debtor’s federal employer identification number or social security number, are: (i) New York Crane & Equipment Corp. (“N.Y. Crane”) (7592); (ii) J.F. Lomma, Inc. (New Jersey) (2773 (“Lomma N.J.”)); (iii) J.F. Lomma, Inc. (Delaware) (0251) (“Lomma Del.”); and (iv) James F. Lomma (8914) (“Lomma”).

Bankruptcy Court for the Eastern District of New York (the “Local Bankruptcy Rules”) seeking, among other things:

i. authority, pursuant to Bankruptcy Code sections 105, 363, 364(c) and 364(d)(1), for each of the Debtors, jointly and severally, to obtain the Facility<sup>2</sup> pursuant to the Loan Documents and this Final Order;

ii. authority for the Debtors and certain non-debtor affiliates, JLJD, LLC (“JLJD”) and South Kearny Associates (“South Kearny”) that are serving as non-recourse guarantors of the Obligations to the extent of their respective interests in the specific Collateral being pledged (JLJD and South Kearny together, the “Non-Recourse Guarantors”), to enter into that certain Senior Secured Super-Priority Debtor-in-Possession Credit Agreement attached hereto as Exhibit 1 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the “DIP Credit Agreement” and together with any ancillary or related agreements, the “Loan Documents”);

iii. authority for the Chapter 11 Trustee to use the Facility and the proceeds thereof to (a) fund the working capital needs and chapter 11 administrative costs of the Debtors during the pendency of the Chapter 11 Cases, (b) pay fees, costs and expenses of the Facility on the terms and conditions described in the Loan Documents, and (c) pay other amounts as specified in the Budget;

iv. the grant of valid, enforceable, non-avoidable and fully perfected first priority senior priming liens on and senior security interests (senior to any Subordinated Liens (as defined below)) in the collateral (the “Collateral”) which Collateral is comprised of (i) specific equipment owned by JLJD as set forth on Schedule 1 attached hereto and all of the proceeds (as such term is

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the DIP Credit Agreement as applicable.

defined in the UCC) and all products of each of the foregoing, all leasehold interests, and all accessions to, substitutions and replacements for, and rents, profits and products of, the foregoing, whether tangible or intangible, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (the “Equipment Collateral”), (ii) real property owned by South Kearny located at 81 North Hackensack Avenue, South Kearny, New Jersey (Block 296 Lots 2, 4, 5, 6, 7, 8, 9 and 10 on the Tax Map of the Town of Kearny, New Jersey) and all of the proceeds (as such term is defined in the UCC) and all products of each of the foregoing, all leasehold interests, and all accessions to, substitutions and replacements for, and rents, profits and products of, the foregoing, whether tangible or intangible, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (the “Real Property Collateral”); and (iii) the Designated Account;

v. the grant to the Lender of superpriority administrative claims pursuant to Bankruptcy Code sections 364(c)(1) and 507(b) with respect to the Collateral, in accordance with

the terms of this Final Order and to the extent set forth in section 9.1(a)(i) of the DIP Credit Agreement;

vi. waiver of all rights to surcharge against the Collateral pursuant to Bankruptcy Code section 506(c);

vii. waiver of the equitable doctrine of marshaling or any other similar doctrine with respect to any of the Collateral;

viii. modification of the automatic stay to the extent hereinafter set forth and waiving the 14-day stay provisions of Bankruptcy Rules 4001(a)(3) and 6004(h); and

ix. granting related relief.

Notice of the Motion (the “Notice”), the relief requested therein and the Final Hearing having been served by the Chapter 11 Trustee in accordance with Bankruptcy Rule 4001 and 9006 on: (i) counsel for the Lender; (ii) the United States Trustee for the Eastern District of New York (the “U.S. Trustee”); (iii) counsel for the Committee; (iv) all parties known to the Chapter 11 Trustee who hold any liens or security interests in the assets of the Non-Debtor Affiliates or Non-Recourse Guarantors who have filed UCC-1 Financing Statements against any of the Non-Debtor Affiliates or Non-Recourse Guarantors, or who, to the Chapter 11 Trustee’s knowledge, have asserted any liens on any of such Non-Debtor Affiliates’ or Non-Recourse Guarantors’ assets; and (v) all parties who have requested notice pursuant to Bankruptcy Rule 2002; and it appearing that no other or further notice need be provided.

This Court held a Final Hearing on September 11, 2017 and September 18, 2017.

After the Motion and the proceedings before this Court at the Final Hearing; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved, or

overruled by this Court as reflected on the record established by the Chapter 11 Trustee at the Final Hearing;

**THIS COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW BASED UPON THE CHAPTER 11 TRUSTEE’S MOTION FOR FINAL RELIEF, THE REPRESENTATIONS OF COUNSEL AND EVIDENCE SUBMITTED DURING THE FINAL HEARING:<sup>3</sup>**

A. Petition Date. On January 6, 2016 (the “Petition Date”), the Debtors each commenced a case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code;<sup>4</sup>

B. Chapter 11 Trustee. On June 23, 2017, the Bankruptcy Court appointed Perry M. Mandarino as chapter 11 trustee (the “Chapter 11 Trustee”) of the estate of Debtor James F. Lomma, Case No. 16-40048.

C. Notice. In light of the circumstances, the Chapter 11 Trustee gave due and sufficient notice of the Motion for Entry of the Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing and Grant Security Interests and Superpriority Administrative Expense Status with Respect to Collateral; (II) Modifying the Automatic Stay; (III) Authorizing the Debtors and Non-Recourse Guarantors to enter into Agreements with Cobra Kai Lending LLC; (IV) Authorizing Use of Cash Collateral; and (V) Granting Related Relief [ECF 1088];

D. Jurisdiction and Venue. This Court has core jurisdiction over the Debtors’ bankruptcy cases, the Motion, and the parties and property affected by this Final Order pursuant

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<sup>3</sup> To the extent, any findings of fact constitute conclusions of law, they are adopted as such, and vice versa, pursuant to Bankruptcy Rule 7052.

<sup>4</sup> Unless otherwise noted, all statutory references are to the Bankruptcy Code.

to 28 U.S.C. §§ 157(b) and 1334, and venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409;

E. Inability to Obtain Unsecured Credit. The Chapter 11 Trustee is unable to obtain sufficient levels of unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense necessary to maintain and conduct the Debtors' businesses;

F. Inability to Obtain Alternate Secured Credit. The Chapter 11 Trustee is unable to obtain secured credit on more favorable terms than under the terms and conditions provided in this Final Order and the Loan Documents;

G. Best Interests of Estates. It is in the best interest of the Debtors' estates and creditors that the Debtors be allowed to enter into the Facility to obtain postpetition secured financing from the Lender on a final basis under the terms and conditions set forth herein and in the Loan Documents, as such financing is necessary to avoid immediate and irreparable harm to the Debtors' estates and for the continued operation of the Debtors' businesses;

H. Good Faith. The extension of credit and financial accommodations under the Loan Documents are fair, reasonable, in good faith, negotiated at arm's length, reflect the Chapter 11 Trustee's exercise of prudent business judgment, and are supported by reasonably equivalent value and fair consideration and the Lender is entitled to the protections of Bankruptcy Code section 364(e);

I. Necessity of Facility Terms. The terms of the Loan Documents and this Final Order assuring that the liens and the various claims, superpriority claims, and other protections granted in this Final Order will not be affected by any subsequent reversal or modification of this Final Order or any other order, as provided in Bankruptcy Code section 364(e), which is applicable to

the postpetition financing arrangement contemplated in the Loan Documents, are necessary in order to induce the Lender to provide postpetition financing to the Debtors; and

J. Need to Use Cash Collateral. The Chapter 11 Trustee needs, and is authorized pursuant to the *Order Granting Joint Motion of the Corporate Debtors and Chapter 11 Trustee for Individual Debtor James F. Lomma Pursuant to Bankruptcy Code Sections 105(a) and 363, Federal Rule of Civil Procedure 60(b) and Bankruptcy Code Rule 9024 For Order to (I) Approve Budget and Budget Processes; (II) Approve Cash Management Procedures, and (III) Modify the Amended Order Approving Confirmation Account Settlement Stipulation to Enable the Chapter 11 Trustee to Operate the Individual Debtor, Corporate Debtors and Related Non-Debtor Affiliates* [Docket No. 1060] (the “Order Modifying Confirmation Account Settlement Stipulation”) to use the cash collateral (in accordance with the Budget) and modify and subordinate the Committee’s existing liens in the Collateral, in order to, among other things, preserve, maintain and maximize the value of the Debtors’ assets and businesses. The ability of the Chapter 11 Trustee to maintain liquidity through the use of the cash collateral is vital to the Chapter 11 Trustee and his efforts to maximize the value of the Debtors’ assets. Accordingly, the Chapter 11 Trustee has demonstrated good and sufficient cause for the relief granted herein.

K. The Chapter 11 Trustee’s Stipulations as to Existing Secured Debt. The Chapter 11 Trustee, for the Debtors’ estates and all representatives of such estates, admits, stipulates, acknowledges and agrees that:

i. In accordance with the Loan Documents and the Final Order, the Lender shall be granted a valid, enforceable, non-avoidable and fully perfected first priority senior priming liens on and senior security interests in (senior to any Subordinated Liens) the Collateral.

ii. To the extent that any of the Collateral is subject to (a) the Liens (as that term is defined in the DIP Credit Agreement) granted to the Committee in the assets of the Borrowers and Non-Recourse Guarantors as contemplated by the *Amended Order Approving Confirmation Account Settlement Stipulation Pursuant to Bankruptcy Rule 9019* (the “Amended Order”) [Dkt. No. 717], and (b) the *lis pendens* recorded by the Committee against the Real Property Collateral ((a) and (b) together, the “Subordinated Liens”), the Chapter 11 Trustee is authorized, pursuant to the Order Modifying Confirmation Account Settlement Stipulation and this Final Order to file a UCC-3 Amendment to reflect the subordination of the Subordinated Liens to the Liens of the Lender in the Equipment Collateral and to subordinate the *lis pendens* recorded by the Committee against such Real Property Collateral.

L. Good Cause for Entry to Avoid Immediate and Irreparable Harm. Good and sufficient cause has been shown for immediate entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2). Absent granting the relief set forth in this Final Order, the Debtors and their estates will be immediately and irreparably harmed. Entry of this Final Order, consummation of the financing under the Facility in accordance with this Final Order and the Loan Documents are in the best interests of the Debtors, their estates and their creditors.

Based upon the foregoing, and after due consideration and good cause appearing therefor;

**IT IS HEREBY ORDERED that:**

1. Facility Approval. The Motion is granted on a final basis to the extent set forth herein, effective as of the date hereof. Any objections to the final relief requested in the Motion that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled. The Debtors and the Non-Recourse Guarantors are authorized, to



enter into and be parties to the Facility pursuant to the Loan Documents (with such changes, if any, as were authorized to be made as amendments to the Loan Documents in accordance with this Final Order), to execute the Loan Documents and such other and additional documents necessary or desired to implement the Facility or the Loan Documents, and to obtain postpetition secured financing from the Lender, to avoid immediate and irreparable harm to the Debtors' estates.

2. Facility Obligations. The Loan Documents shall constitute and evidence the valid and binding effect of the Debtors' Obligations and the Non-Recourse Guarantors' Guarantee Obligations under the Facility and Loan Documents, which Obligations and Guarantee Obligations, as applicable, shall be legal, valid, and binding obligations of the parties thereto and enforceable against the Debtors and their estates, the Non-Recourse Guarantors (to the extent of their respective interest in the Collateral), the Chapter 11 Trustee (solely in his capacity as a fiduciary of the Individual Debtor's estate), any successors thereto, including, without limitation, any trustee appointed in any of the Debtors' cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any such cases, or in any other proceedings superseding or related to any of the foregoing. The Debtors and their successors shall be jointly and severally liable for repayment of any funds advanced pursuant to the Loan Documents, together with interest thereon, at the times and in the amounts set forth in the Loan Documents and all other obligations arising under the Loan Documents, including, all Obligations as defined in the DIP Credit Agreement, including the payment of fees, costs and expenses accruing under or incurred in connection with the collection or enforcement of or preservation of rights under the Loan Documents, which Obligations shall be fully, unconditionally and irrevocably guaranteed by the Non-Recourse Guarantors and their successors up to the value of such Non-Recourse Guarantor's interest in its respective Collateral. No obligation, payment, transfer or grant of security under the Loan

Documents or this Final Order with respect to the Facility, Obligations or Guarantee Obligations shall be stayed, restrained, voided, voidable or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim.

3. Authorization to Borrowers and Non-Recourse Guarantors. Until the Termination Date, the Debtors are hereby authorized to borrow from the Lender under the Facility an aggregate principal amount up to \$10,000,000 and the Non-Recourse Guarantors are authorized to guarantee the Guarantee Obligations, subject to the terms and conditions set forth in the Loan Documents and this Final Order.

4. Use of Proceeds. From and after the entry of this Final Order, the Chapter 11 Trustee shall use advances of credit under the Facility (the “DIP Loans”) only for the express purposes specifically set forth in this Final Order, the Loan Documents and in compliance with the Budget attached as Exhibit D to the Motion, and including all updates and revisions to the Budget (the “Budget”). The Chapter 11 Trustee is authorized to use the proceeds of the DIP Loans, in part, to (i) fund the working capital needs and chapter 11 administrative costs of the Debtors during the pendency of the Chapter 11 Cases, (ii) pay fees, costs and expense of the Facility on the terms and conditions described the Loan Documents (including the Lender’s professionals), and (iii) pay other amounts as specified in the Budget. The Chapter 11 Trustee will make payments of the U.S. Trustee’s quarterly fees (and any applicable interest thereon) from unencumbered assets and the Debtors have adequate unencumbered funds to make such payments of U.S. Trustee’s quarterly fees (and any applicable interest thereon)

5. Budget. Except as otherwise provided herein or approved by the Lender, the proceeds of the Facility shall be used only in compliance with the Budget and in accordance with

terms of the Loan Documents. The Budget shall provide for repayment of the Obligations as and when due.

6. Payment of Fees and Expenses. The (a) Commitment Fee of 1.5% of the full Facility, (b) Funding Fee of 1.5% of the Facility; (c) Work Fee which shall serve as a retainer for the Lender's counsel (Arent Fox LLP) and (d) Exit Fee of 1.5% of the Advances are each hereby approved as set forth on the record at the Final Hearing, and the Chapter 11 Trustee is hereby authorized and directed to pay such fees upon entry of this Final Order, to the extent due, and in accordance with, and on the terms set forth in, this Final Order and the Loan Documents. The Chapter 11 Trustee is also hereby authorized and directed to pay upon demand all other fees, costs, expenses and other amounts payable under the terms of this Final Order and the Loan Documents and all other reasonable fees and out-of-pocket costs and expenses of the Lender in accordance with the terms of this Final Order and the Loan Documents (including, without limitation, the reasonable postpetition fees and out-of-pocket costs and expenses of Arent Fox LLP, as counsel to the Lender), subject to receiving a written invoice therefor. None of such fees, costs, expenses or other amounts shall be subject to Court approval except as otherwise provided herein or required to be submitted in any particular format, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with this Court; provided, however, that copies of any such invoices shall be provided contemporaneously to the U.S. Trustee, and counsel to the Committee; provided further, however, that such invoices may be redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information (the "Redactions"), and the provision of such invoices shall not constitute a waiver of the attorney-client privilege or any benefits of the attorney work product doctrine. If the Chapter 11 Trustee, U.S. Trustee, or

Committee object to the reasonableness of the fees and expenses of the Lender, and such objection cannot be resolved within ten (10) days of receipt of such invoices, the Chapter 11 Trustee, U.S. Trustee, or Committee, as the case may be, shall file with the Court and serve on the Lender an objection limited to the reasonableness of such fees and expenses (each, a “Reasonableness Fee Objection”). Without limiting the foregoing, if the U.S. Trustee objects to the Redactions and such objection cannot be resolved within ten (10) days of receipt of such invoices, the Lender shall file with the Court and serve on the Chapter 11 Trustee, Debtors and the U.S. Trustee a request for Court resolution of the disputes concerning the propriety of the disputed Redactions (each, a “Redaction Fee Objection,” and each Reasonableness Fee Objection and Redaction Fee Objection may be referred to herein generally as a “Fee Objection”). Any hearing on an objection or request, as applicable, regarding payment of any fees, costs, and expenses set forth in a professional fee invoice shall be limited to the propriety of the Redactions and the reasonableness of the particular items or categories of the fees, costs, and expenses, in each case which are the subject of such objection or request, as applicable. The Chapter 11 Trustee shall pay, in accordance with the terms and conditions of this Final Order, within ten (10) days after receipt of the applicable invoice (a) the full amount invoiced if no objection has been timely filed, and (b) the undisputed fees, costs, and expenses reflected on any invoice to which an objection has been timely filed. All such unpaid fees, costs, expenses and other amounts owed or payable to the Lender shall be secured by the Collateral and afforded all of the priorities and protections afforded to the Obligations under this Final Order and the Loan Documents.

7. Indemnification. The Debtors and Non-Recourse Guarantors (but only to the extent of such Non-Recourse Guarantor’s interest in the Collateral) are hereby authorized to and hereby agree to indemnify and hold harmless the Lender and its directors, officers, employees, agents,

attorneys, or any other Person affiliated with or representing the Lender (collectively, an “Indemnified Party”) against: (a) all obligations, demands, claims, and liabilities (collectively, “Indemnity Claims”) asserted by any other party in connection with the transactions contemplated by the Loan Documents; and (b) all losses or expenses incurred, or paid by the Lender from, following, or arising from the transactions contemplated by the Loan Documents (including reasonable attorneys’ fees and expenses), except for Indemnity Claims and/or losses directly caused by the Lender’s gross negligence or willful misconduct. No Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to any Debtor or any of their creditors of the foregoing for or in connection with the transactions contemplated hereby, except to the extent such liability is determined by a court of competent jurisdiction in a final non-appealable judgment or order to have resulted solely from such Indemnified Party’s gross negligence or willful misconduct. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. All indemnities of the Indemnified Parties shall be secured by the Collateral and afforded all of the priorities and protections afforded to the Obligations under this Final Order and the Loan Documents. To the extent an Indemnified Party invokes the indemnity, the Indemnified Party shall provide copies of its related attorneys’ invoices to the Chapter 11 Trustee, the Committee and the U.S. Trustee in the manner set forth in paragraph 6 of this Final Order.

8. Use of Cash Collateral. The Chapter 11 Trustee is authorized to use cash collateral solely in accordance with and pursuant to the Order Modifying Confirmation Account Settlement Stipulation and this Final Order. Prior to the Termination Date and until indefeasible payment in full of the Obligations, the Chapter 11 Trustee agrees that he will not use or seek to use cash collateral other than pursuant to the terms of the Order Modifying Confirmation Account

Settlement Stipulation and this Final Order.

9. Superpriority Claims. The Obligations shall constitute senior administrative expense claims (the “Superpriority Claims”) against the applicable Debtor or its estate in the Chapter 11 Cases limited to the Debtors’ interest in the Collateral, which is an administrative expense claim having priority, pursuant to Section 364(c)(1) and 507(b) of the Bankruptcy Code, over (a) any and all allowed administrative expenses, and (b) unsecured claims now existing or hereafter arising, including, without limitation, administrative expenses of the kind specified in Sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(b) and (c), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113 or 1114 of the Bankruptcy Code, and any other provision of the Bankruptcy Code; provided for the avoidance doubt, that such Superpriority Claim is senior to any Subordinated Liens.

10. Subordination of Committee Liens. In accordance with the Chapter 11 Trustee’s authority granted pursuant to the Order Modifying Confirmation Account Settlement Stipulation, the Subordinated Liens shall be subordinated in all respects to the Lender’s Liens upon approval of this Final Order. The Committee shall not exercise any of its remedies against the Collateral, and shall not receive any payments or proceeds arising from the Collateral, until the Obligations are indefeasibly paid in full. In accordance with the Chapter 11 Trustee’s authority granted pursuant to the Order Modifying Confirmation Account Settlement Stipulation and this Final Order, the Chapter 11 Trustee shall be authorized, upon the approval of the Final Order, to file a UCC 3 Amendment providing for the subordination of the Subordinated Liens with respect to the Equipment Collateral for the benefit of the Lender and to subordinate the *lis pendens* recorded by the Committee against the Real Property Collateral.

11. Lender’s Liens. As security for the Obligations, the Lender is hereby granted, on a

final basis (effective upon the date of this Final Order, without the necessity of the execution by the Chapter 11 Trustee or the filing or recordation of mortgages, security agreements, lockbox or control agreements, financing statements, or any other instrument or otherwise or the possession or control by the Lender), as contemplated under the Loan Documents, valid, perfected, and unavoidable security interests in and Liens upon (such security interests and Liens, collectively, the “Lender’s Liens”) the Collateral. The Lender’s Liens shall not be subject to sections 506(b) and (c), 510, 549, 550 or 551 of the Bankruptcy Code and shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of the Chapter 11 Cases. For the avoidance of doubt, in the event any of the Collateral is transferred to any of the Debtors, such transfer shall be subject in all respects to the Lender’s Liens and Subordinated Liens shall be subordinate in all respects to the Lender’s Liens. For the further avoidance of doubt, to the extent that any of the Debtors are the lessees of Equipment Collateral from JLJD, LLC, the rights of any such Debtor(s) are subordinated to the Lender’s Liens granted to the Lender, as more fully set forth in Section 9.1 of the DIP Credit Agreement.

(a) With respect to the Lender’s Liens granted by the Debtors, such Lender’s Liens shall have the priority as follows:

(i) pursuant to section 364(d)(1) of the Bankruptcy Code, valid, enforceable, non-avoidable automatically and fully perfected first priority liens on and security interests in all Collateral securing the Obligations which senior lien and security interests in favor of the Lender shall be senior to all other liens in the Collateral.

(ii) pursuant to section 364(c)(2) of the Bankruptcy Code, first priority valid, binding, continuing, enforceable, fully perfected liens upon and security interests in all of the Debtors’ right, title and interest in, to and under all Collateral that is not otherwise encumbered by

a validly perfected unavoidable security interest or lien on the Petition Date (or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code);

(iii) pursuant to section 364(c)(3) of the Bankruptcy Code valid, binding, continuing, enforceable, fully perfected junior liens upon and security interests in all of the Debtors' right, title and interest in, to and under all Collateral (other than as set forth in clauses (i) and (ii) of this paragraph); and

(iv) the Lender's Liens shall not be subject or subordinate to (x) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under Bankruptcy Code section 551, (y) except as expressly set forth herein or in the Loan Documents, any lien or security interest heretofore or hereinafter granted in the Chapter 11 Cases, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors to the extent permitted by applicable non-bankruptcy law or (z) any intercompany or affiliate liens of the Debtors.

For the avoidance of doubt, the Lender's Liens do not include liens on causes of action under chapter 5 of the Bankruptcy Code.

12. Repayment of Kearney Advance and Reservation of Rights. Simultaneously with the closing on the Facility and the execution and delivery by South Kearny of the Mortgage on the Real Property Collateral in a form acceptable for recording, the Chapter 11 Trustee is authorized and empowered to repay the Kearney Advance to Kearney. Pursuant to the Order Modifying Confirmation Account Settlement Stipulation, but subject in all respects to the terms of this Final Order, the DIP Credit Agreement and indefeasible satisfaction of the Obligations in full, Kearney has preserved and not waived such rights as he has or may have to assert (i) that he owns a fifty



(50%) percent interest in South Kearney, and (ii) that he is entitled to receive fifty (50%) percent of any net proceeds generated by any sale by the Chapter 11 Trustee of the Real Property Collateral in accordance with the Sale Order and the DIP Credit Agreement (clauses (i) and (ii) herein collectively referred to as the “Kearney Interests”); provided, however, that the Chapter 11 Trustee and the Committee reserve all of their rights to dispute the Kearney Interests. In accordance with the Order Modifying Confirmation Account Settlement Stipulation<sup>5</sup>, following the initial Advance on the DIP Loan, South Kearney shall have the same right as the Committee and Gabel to object solely to the line item in the Budget that permits additional Advances on the terms and conditions stated in section 2.1 of the DIP Credit Agreement. For the avoidance of doubt, the Chapter 11 Trustee, the Corporate Debtors and the Committee reserve all of their rights to oppose any objection that South Kearney may assert in connection with the draw down of any additional Advances pursuant to the DIP Credit Agreement. For the further avoidance of doubt, any objection by the Committee, Gabel or South Kearney to the line item in the Budget that permits additional Advances shall not affect or impair in any way, any of the terms, rights and protections granted under this Final Order, all of which are granted on a final basis. All other rights, claims and defenses, as between the Chapter 11 Trustee, the estates of the Debtors and the Committee, on the one hand, and the FEK Entities and Kearney, on the other hand, are expressly preserved.

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<sup>5</sup> See Order Modifying Confirmation Account Settlement Stipulation at page 3, third “Ordered” paragraph:

“ORDERED, that as set forth in box 4 of the Amended Table and in accordance with the Amended Budget Processes, the Chapter 11 Trustee shall provide to the Committee and to counsel for Jennifer Lomma Gabel (“Gabel”) on a weekly basis a comparison of projected to actual results, and on a rolling basis every four (4) weeks (or earlier if required by a change in circumstances), an updated 13-week Budget, and any proposed Budget (a “Proposed Budget”) to which the Committee, or Gabel as to the budget for JLJD, LLC (“JLJD”) only, does not file an objection within five (5) days after receipt shall become effective upon the expiration of such five (5) day period. Any disputes regarding a Proposed Budget shall be resolved by the Court on an expedited schedule. Pending any such resolution, the Chapter 11 Trustee shall continue to operate the Bankruptcy Cases in accordance with the Proposed Budget except as may be otherwise ordered by the Court following notice to the Chapter 11 Trustee and a hearing;....”

13. JLJD Credit and Parties' Reservation of Rights. Subject in all respects to the terms of this Final Order, the DIP Credit Agreement and indefeasible satisfaction of the Obligations in full, in the event JLJD satisfies or otherwise incurs a loss with respect to any of the Guarantee Obligations limited to the Equipment Collateral through the liquidation of all or any portion of such Equipment Collateral or through any payment or other Guarantee Obligation, JLJD shall be entitled to a credit (the "JLJD Credit") in the amount of any payment or such loss against the amounts set forth in paragraph 13(ii) of the Confirmation Account Settlement Agreement, which credit shall be applied as follows: (a) first, to reduce the claim, if any, for excess rent charges collected by JLJD from the Corporate Debtors for the equipment JLJD leased to those entities post-petition, which the Chapter 11 Trustee asserts approximates \$4.4 million and which JLJD disputes; and (b) second, to reduce JLJD's loan obligation of approximately \$15 million owed to Mr. Lomma. Except for the JLJD Credit, all rights, claims and defenses of (i) the Chapter 11 Trustee, the Committee, the Corporate Debtors and the Non-Debtor Affiliates (other than JLJD and JK Crane) on the one hand, and (ii) JLJD and JK Crane (including each of their respective members other than James F. Lomma) on the other hand, are preserved. In the event that Mr. Lomma is found not to be liable on the Judgments (as defined in the Motion), JLJD and Ms. Gabel reserve their right, if any, to seek recovery from the Corporate Debtors' estates, of any amounts previously paid by JLJD toward Mr. Lomma's \$15 million loan obligation to the Corporate Debtors' estates, either directly, as an administrative claim, or as a setoff against any other claim that the Corporate Debtors' estates may assert against JLJD. The Chapter 11 Trustee, the Corporate Debtors, the Committee, the Non-Debtor Affiliates, James F. Lomma in his personal capacity, and all parties in interest do not waive any rights, claims or defenses with regard to the same. In consideration of the clarifications contained in this paragraph 13, Gabel, in her capacity

as a member of JLJD, withdraws any objection to JLJD serving as a non-recourse guarantor of the Guarantee Obligations or pledging the Equipment Collateral to the extent set forth in the DIP Credit Agreement.

14. Bankruptcy Code Section 506(c) Waiver. The Chapter 11 Trustee and the Debtors irrevocably waive and shall be prohibited from asserting any surcharge claim, under Bankruptcy Code section 506(c) or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the Lender upon the Collateral and no costs or expenses of administration of the Collateral that have been or may be incurred in any of the Chapter 11 Cases at any time shall be charged against the Lender, or its respective claims or liens (including any claims or liens granted pursuant to this Final Order). Notwithstanding the foregoing, if the Court converts these cases from chapter 11 to chapter 7 and a chapter 7 trustee is appointed, such chapter 7 trustee is not barred from filing a motion seeking relief under section 506(c) of the Bankruptcy Code but not with respect to the Debtors' interests in the Collateral and the Lender reserves all rights with respect to any such motion.

15. Marshaling/Application of Proceeds. Upon prior written notice by the Lender to counsel for the Chapter 11 Trustee, counsel for the Debtors, the U.S. Trustee, and counsel for the Committee of the occurrence of the Termination Date or an uncured Event of Default pursuant to which the Lender declares the Obligations to be immediately due and payable, the Lender shall, for four (4) months following such notice, use commercially reasonable efforts to seek recourse from and liquidate only the Equipment Collateral to satisfy the Obligations, before the Lender is authorized to seek to foreclose on the Real Property Collateral. Notwithstanding the foregoing, if an Event of Default occurs for the Debtors' failure to indefeasibly satisfy the Obligations in full by the Stated Maturity Date, then in no event shall the Lender be subject to the equitable doctrine

of “marshaling” or any other similar doctrine with respect to the Collateral and the Lender shall be entitled to seek recourse and remedies against the Collateral without any requirement to use its commercially reasonable efforts to seek recourse from and liquidate only the Equipment Collateral to satisfy the Obligations before the Lender is authorized to seek to foreclose on the Real Property Collateral for the first four (4) months after the Stated Maturity Date.

16. Disposition of Collateral; Application of Proceeds. The Chapter 11 Trustee and the Debtors shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Collateral other than as set forth in the DIP Credit Agreement.

17. Restrictions on Granting Postpetition Liens. No claim or lien with respect to the Collateral having a priority superior or *pari passu* with those granted by this Final Order or the Loan Documents to the Lender shall be granted or permitted by any order of this Court heretofore or hereafter entered in the Chapter 11 Cases, and the Debtors and Non-Recourse Guarantors will not grant any such mortgages, security interests or liens in the Collateral (or any portion thereof) to any other parties pursuant to section 364(d) of the Bankruptcy Code or otherwise, while (i) any portion of the Facility, any DIP Loans, or any other Obligations are outstanding or (ii) the Lender has any Commitment under the Loan Documents.

18. Automatic Effectiveness of Liens. The Lender’s Liens shall not be subject to a challenge and shall attach and become valid, perfected, binding, enforceable, non-avoidable and effective by operation of law as of the date of the entry of this Final Order without any further action by the Chapter 11 Trustee, the Debtors, or the Lender, respectively, and without the necessity of execution by the Chapter 11 Trustee, or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, filings with a governmental unit (including, without limitation, the U.S. Patent and Trademark Office or the Library of

Congress), or other documents or the taking of any other actions. All Collateral shall be free and clear of other liens, claims and encumbrances, except as provided in the Loan Documents and this Final Order. The Chapter 11 Trustee, Debtors, and Non-Recourse Guarantors are authorized to, and shall execute and deliver to the Lender, financing statements, security agreements, pledge agreements, control agreements, collateral assignments, mortgages, or other instruments and documents reasonably necessary or desirable to further evidence the perfection of the Lender's Liens, and the Lender is hereby authorized to file or record such documents in its discretion without seeking modification of the automatic stay under Bankruptcy Code section 362, in which event all such documents shall be deemed to have been filed or recorded at the time and on the date of the entry of this Final Order; provided, however, no such filing or recordation shall be necessary or required in order to create or perfect the Lender's Liens. The Lender, in its sole discretion, may file a photocopy of this Final Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to, or in lieu of, such financing statements, notices of liens or similar statements. The Individual Debtor, the Chapter 11 Trustee, in his capacity as the Chapter 11 Trustee for the Individual Debtor and Frank Kearney are each authorized, individually and/or jointly, pursuant to this Final Order, to execute and deliver any and all closing documents as may be reasonably required by First American Title Insurance Company and/or Old Republic National Title Insurance Company to cause South Kearny to enter into and deliver the Mortgage (which shall be a first mortgage against the Real Property Collateral identified in clause (iv) on page 3 of this Final Order) in accordance with the Loan Documents.

19. Protection Under Section 364(e) of the Bankruptcy Code. The Lender has acted in good faith in connection with this Final Order and its reliance on this Final Order is in good faith. The reversal or modification on appeal of the authorizations contained in this Final Order does not

affect the validity of any Obligations, Guarantee Obligations or Lender's Lien, or the validity and enforceability of the DIP Loans, whether or not the Lender knew of the pendency of the appeal, unless such authorization and incurrence of Obligations, Guarantee Obligations and Lender's Lien and advance of the DIP Loans in this Final Order, were stayed pending appeal.

20. Reservation of Rights of the Lender. Notwithstanding any other provision of this Final Order to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of the Lender under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right of any of such parties to (i) request modification of the automatic stay of Bankruptcy Code section 362, (ii) request dismissal of any of these cases, conversion of any of these cases to cases under Chapter 7, or appointment of an examiner with expanded powers in any of these cases, (iii) seek to propose, subject to the provisions of Bankruptcy Code section 1121, a chapter 11 plan or plans; or (b) any other rights, claims, or privileges (whether legal or equitable or otherwise) of the Lender. The delay in or failure of the Lender to seek relief or otherwise exercise their respective rights and remedies shall not constitute a waiver of any of the Lender's rights and remedies.

21. Right to Credit Bid. Pursuant to section 363(k) of the Bankruptcy Code, unless the Court orders otherwise for cause as provided under section 363(k) of the Bankruptcy Code, the Lender shall have the right to credit bid the total of the Obligations for any or all of the Collateral at a sale, lease or other disposition of such Collateral outside the ordinary course of business (including any auction or similar sales), whether pursuant to a plan of reorganization or a motion pursuant to section 363 of the Bankruptcy Code or otherwise (which credit bid rights under section 363(k) or otherwise shall not be impaired in any manner).

22. Remedies and Notice Upon the Occurrence of Termination Date or Event of Default. Upon prior written notice by the Lender to counsel for the Chapter 11 Trustee, counsel for the Debtors, the U.S. Trustee, and counsel for the Committee of the occurrence of the Termination Date or Event of Default (each as defined in the Loan Documents and incorporated herein by reference) and without further order of the Court, the Lender may (i) declare the Obligations to be immediately due and payable; (ii) terminate the Chapter 11 Trustee's ability to access the DIP Loans; and/or (iii) upon five (5) days' notice to the Chapter 11 Trustee, the Debtors, the Committee and the U.S. Trustee, exercise all default-related rights and remedies against the Collateral, without further order of or application or motion to the Bankruptcy Court, and without restriction or restraint by any stay under Bankruptcy Code sections 362 and 105 or otherwise, provided however, that during the five (5) day notice period, the Chapter 11 Trustee and Debtors and parties-in-interest have the right to seek an order from this Court determining that the Termination Date or Event of Default has not occurred; but provided further that if an Event of Default occurs as a result of the Debtors' failure to indefeasibly satisfy the Obligations in full by the Stated Maturity Date, the Chapter 11 Trustee, Debtors and the Committee waive any right (a) to the five (5) day notice period described in this paragraph 22 and (b) to challenge (i) whether or not a Termination Date or Event of Default occurred and (ii) the applicability of the default rate set forth in the DIP Credit Agreement; provided that the Lender shall provide an accounting to the Chapter 11 Trustee, the Debtors, the Committee and the U.S. trustee of the proceeds of any liquidation of the Collateral within ten (10) days of such liquidation and return any Collateral or the proceeds thereof, in excess of the amount of the Obligations owed to the Lender under the Loan Documents hereunder as soon as reasonably practicable.

23. Modification of Stay. The automatic stay of section 362 of the Bankruptcy Code

is hereby modified with respect to the Lender to the extent necessary to effectuate the provisions of this Final Order, including, after the Termination Date, to permit the Lender to exercise its rights contemplated in Paragraph 22 above.

24. Termination or Modification of Final Order. If, in accordance with section 364(e) of the Bankruptcy Code, this Order does not become a final nonappealable order, if a trustee terminates this Order, or if any of the provisions of the Order are hereafter modified, amended, vacated or stayed by subsequent order of this Court or any other court, such termination or subsequent order shall not affect the priority, validity, enforceability or effectiveness of any lien, security interest or any other benefit or claim authorized hereby with respect to any Obligations incurred prior to the effective date of such termination or subsequent order. All such liens, security interests, claims and other benefits shall be governed in all respects by the original provisions of this Final Order, and the Lender shall be entitled to all the rights, remedies, privileges and benefits granted herein, including the liens and priorities granted herein, with respect to the DIP Loan.

25. Survival. The provisions of this Final Order and any actions taken pursuant hereto shall survive the entry of any order: (i) confirming any plan of reorganization in any of the Chapter 11 Cases; (ii) converting any of the Chapter 11 Cases to a chapter 7 case; or (iii) dismissing any of the Chapter 11 Cases, and the terms and provisions of this Final Order as well as the Superpriority Claims and the Lender's Liens in the Collateral granted pursuant to this Final Order and the Loan Documents shall continue in full force and effect notwithstanding the entry of any such order. Such claims and liens shall maintain their priority as provided by this Final Order and the Loan Documents, and to the maximum extent permitted by law, until all of the Obligations are indefeasibly paid in full in cash and discharged or otherwise treated under a plan of reorganization, which is reasonably acceptable to the Lender. In no event shall any plan of reorganization be



allowed to alter the terms of repayment of any of the Obligations from those set forth in the Loan Documents unless agreed to by and among the Chapter 11 Trustee and the Lender.

26. Final Order Governs. In the event of any inconsistency between the provisions of this Final Order and the Loan Documents, the provisions of this Final Order shall govern. In the event of any inconsistency between this Final Order and the Order Modifying Confirmation Account Settlement Stipulation, this Final Order shall govern.

27. Modifications of Loan Documents. The Chapter 11 Trustee and the Lender are hereby authorized, on a final basis, to implement, in accordance with the terms of the Loan Documents, any non-material modifications of the Loan Documents without further notice, motion or application to, order of or hearing before this Court. Any material modification or amendment to the Loan Documents shall only be permitted pursuant to an order of this Court, after being submitted to this Court upon five (5) days' notice to counsel for the Debtors, the Committee and the U.S. Trustee; provided, that any forbearance from, or waiver of, (a) a breach by the Debtors or Non-Recourse Guarantors of a covenant representation or any other agreement or (b) a default or an Event of Default, in each case under the Loan Documents shall not require an order of this Court. Any modifications to the Budget that are provided to the Lender shall also be provided to counsel for the Debtors, counsel for the Committee and the U.S. Trustee. In the event of any inconsistency between this Final Order and the DIP Credit Agreement, this Final Order shall control.

28. Financial Information. The Chapter 11 Trustee shall deliver to the Lender such reasonable financial and other information concerning the business and affairs of the Debtors and any of the Collateral as may be required pursuant to the Loan Documents and/or as the Lender shall reasonably request from time to time. The Chapter 11 Trustee shall allow the Lender

reasonable access to the premises in accordance with the terms of the Loan Documents for the purpose of enabling the Lender to inspect and audit the Collateral and the Debtors' books and records.

29. Proofs of Claim. Notwithstanding any order entered by the Bankruptcy Court in relation to the establishment of the bar date in the Chapter 11 Cases to the contrary, or otherwise, the Lender shall not be required to file proofs of claim in the Chapter 11 Cases for any claim allowed herein.

30. Immediate Effect of Order. The terms and conditions of this Order shall be effective and immediately enforceable upon its entry by the Clerk of the Court notwithstanding any potential application of Bankruptcy Rule 6004(h) or otherwise. Furthermore, to the extent applicable, the notice requirements and/or stays imposed by Bankruptcy Rules 4001(a)(3), 6003(b), and 6004(a) are hereby waived for good and sufficient cause. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

**Dated: Brooklyn, New York  
September 20, 2017**



  
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**Carla E. Craig**  
**United States Bankruptcy Judge**

**SCHEDULE 1****Equipment Collateral**

<b>Category Type</b>	<b>Entity</b>	<b>Unit #</b>	<b>Serial #</b>	<b>Address</b>
Tele Crawlers	JLJD	C1400-11	T3K6-5163	61 Jacobus Ave, South Kearny, NJ 07032
Tele Crawlers	JLJD	C1100-14	S1K6-5119	Apple Blossom Wind Project - BOP, 8430 Weale Road, Pigeon, MI 48755
Crawler Cranes	JLJD	C18000-10	18001029	Apple Blossom Wind Project - BOP, 8430 Weale Road, Pigeon, MI 48755
Hydraulic Truck Cranes	JLJD	H503	84141	61 Jacobus Ave, South Kearny, NJ 07032
Crawler Cranes	JLJD	C2250-19	2251264	61 Jacobus Ave, South Kearny, NJ 07032
Crawler Cranes	JLJD	C2250-20	2251270	58 - 38 47th Street, Maspeth, NY 11378
Crawler Cranes	JLJD	C2250-21	2251286	61 Jacobus Ave, South Kearny, NJ 07032
Crawler Cranes	JLJD	C2250-14	2251227	61 Jacobus Ave, South Kearny, NJ 07032
Crawler Cranes	JLJD	C2250-15	2251231	Apple Blossom Wind Project - BOP, 8430 Weale Road, Pigeon, MI 48755
Crawler Cranes	JLJD	C2250-16	2251249	Westbrook Rd Bridge, Ringwood, NJ 07456
Rough Terrain Cranes	JLJD	R706	N4J7-9700	61 Jacobus Ave, South Kearny, NJ 07032
Hydraulic Truck Cranes	JLJD	H541	33167	61 Jacobus Ave, South Kearny, NJ 07032
Hydraulic Truck Cranes	JLJD	H542	33170	61 Jacobus Ave, South Kearny, NJ 07032
Hydraulic Truck Cranes	JLJD	H523	33160	5 St. Francis Way, Cranberry Township, PA 16066
Crawler Cranes	JLJD	C2250-LJ19	2255155	61 Jacobus Ave, South Kearny, NJ 07032
Crawler Cranes	JLJD	C2250-LJ20	2255159	61 Jacobus Ave, South Kearny, NJ 07032
Crawler Cranes	JLJD	C888	L9J7-9197	20-2 Thompson Road, Branford, CT 06405
Hydraulic Truck Cranes	JLJD	H555	85102	61 Jacobus Ave, South Kearny, NJ 07032
Crawler Cranes	JLJD	C18000-LJ10	18005019	Apple Blossom Wind Project - BOP, 8430 Weale Road, Pigeon, MI 48755
Crawler Cranes	JLJD	C2250-LJ21	2255165	61 Jacobus Ave, South Kearny, NJ 07032
Crawler Cranes	JLJD	C903	N6J8-9975	58 - 38 47th Street, Maspeth, NY 11378
Rough Terrain Cranes	JLJD	R725	J7J8-0557	78-82 NJ 72 barnagat,nj 08005
Rough Terrain Cranes	JLJD	R709	N4J8-0132	219 Meddings Rd, Canonsburg, PA 15317
Crawler Cranes	JLJD	C902	N6J7-9484	58 - 38 47th Street, Maspeth, NY 11378
Crawler Cranes	JLJD	C16000-MX1	16003703	12635 Marion Redford, MI
Crawler Cranes	JLJD	C18000-MX11	21003043	61 Jacobus Ave, South Kearny, NJ 07032
Crawler Cranes	JLJD	C16000-LJ16	16005045	61 Jacobus Ave, South Kearny, NJ 07032
Crawler Cranes	JLJD	C2250-LJ14	2255133	61 Jacobus Ave, South Kearny, NJ 07032
Crawler Cranes	JLJD	C2250-LJ15	2255141	251 Millers Run Rd, Bridgeville, PA 15017
Crawler Cranes	JLJD	C2250-LJ16	2255146	12635 Marion Redford, MI 48239
Rough Terrain Cranes	JLJD	R731	N4J9-1622	11900 Steele Creek Road, Charlotte, NC
Rough Terrain Cranes	JLJD	R729	N4J9-1070	3525 Middlebranch Avenue, Canton, OH 44705
Rough Terrain Cranes	JLJD	R736	J9J9-0967	5080 Mclester Street, Elizabeth, NJ 02201
Rough Terrain Cranes	JLJD	R717	J9J8-0369	20-2 Thompson Road, Branford, CT 06405
Rough Terrain Cranes	JLJD	R718	J9J8-0339	102 Fisher Hall, University Park, PA 16802
Rough Terrain Cranes	JLJD	R703	J9J7-9150	61 Jacobus Ave, South Kearny, NJ 07032
Rough Terrain Cranes	JLJD	R704	J9J7-9155	1541 Mt. Tabor Road, Maryville, TN 37801
Crawler Cranes	JLJD	C877	J2J1-6028	251 Millers Run Rd, Bridgeville, PA 15017
Crawler Cranes	JLJD	C16000-LJ18	16005070	12635 Marion, Detroit, MI
Crawler Cranes	JLJD	C2250-MX1	2253122	251 Millers Run Rd, Bridgeville, PA 15017
Crawler Cranes	JLJD	C2250-MXLJ1	2255918	251 Millers Run Rd, Bridgeville, PA 15017
Tower Crane	JLJD	P121	411400	9 Albert Ave, Newark, NJ
Tower Crane	JLJD	P122	411418	9 Albert Ave, Newark, NJ
Tower Crane	JLJD	T440-10	1037	9 Albert Ave, Newark, NJ
Tower Crane	JLJD	T440-11	1234	220 Central Park South, New York, NY
Tower Crane	JLJD	T1280-11	1484	9 Albert Ave, Newark, NJ

**Real Estate Collateral**

81 North Hackensack, South Kearny, NJ 07032

**EXHIBIT 1**

**DIP Credit Agreement**