

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:	)	CASE NO.: 10-26576-TPA
	)	
RAY ANTHONY INTERNATIONAL,	)	CHAPTER 11
LLC,	)	
	)	Document No.: 1018
Debtor.	)	
	)	<u>Jointly Administered</u>
_____	)	
	)	
RAY ANTHONY INTERNATIONAL,	)	Related to Document Nos. 78, 241 & 635
LLC,	)	
	)	
Movant,	)	
	)	
vs.	)	
	)	
THE HUNTINGTON NATIONAL BANK	)	
	)	
Respondent.	)	

**STIPULATED ORDER MODIFYING SECOND  
AMENDED CASH COLLATERAL ORDER**

AND NOW, this 7<sup>th</sup> day of September, 2011, upon the consent of The Huntington National Bank ("Huntington"), by and through its attorneys, Grenen & Birsic, P.C., and Ray Anthony International, LLC ("Debtor"), by and through its attorney, Robert O. Lampl, the Court enters the following Stipulated Order Modifying the Second Amended Cash Collateral Order (as defined below in Paragraph 7) Cash Collateral Order, on the following terms and conditions:

1. This Stipulated Order Modifying the Second Amended Cash Collateral Order (as defined below in Paragraph 7) (hereinafter collectively "Stipulated Order") provides Huntington with substantially similar rights as provided to United in the Second Amended Cash Collateral Order because upon information and belief, the secured claim of United Bank has been paid in full or should be paid in full any day now. Consequently, Huntington has become the primary senior secured lender by virtue of a properly filed and perfected Blanket UCC lien filed on July

5, 2007 at Instrument Number 200705952582. Huntington has an allowed secured claim of \$10,596,496.32 as of September 2, 2011.

2. On September 15, 2010, Ray Anthony International, LLC filed a voluntary petition under Chapter 11 of the Bankruptcy Code at the above-captioned case number ("Corporate Case"). Also on September 15, 2010, Ray G. Anthony, filed a voluntary petition under Chapter 11 of the Bankruptcy Code at the above-captioned case number ("Individual Case") (Ray Anthony International and Ray G. Anthony shall be referred to from time to time as the "Debtors").

3. On or about September 16, 2010, Debtor RAI filed an Emergency Motion to Authorize Use of Cash Collateral (the "Motion"). On September 28, 2010, the Court granted interim relief on the Motion pursuant to the Consented to Interim Order Authorizing the Debtor to Use Cash Collateral between Debtor RAI and United Bank (the "September 28, 2010 Order").

4. Debtors, United Bank and Huntington entered into and filed that certain Addendum to Consented to Expedited Interim Order Authorizing the Debtor to Use Cash Collateral, which the Court approved on September 30, 2010 (the "September 30, 2010 Order").

5. A Second Amended Consented to Final Order Granting Emergency Motion of the Debtor to Use of Cash Collateral was filed and approved by the Court on October 27, 2010 (the "October 27, 2010 Order").

6. Debtors, United Bank and Huntington entered into and filed a Stipulated Order and Addendum to Second Amended Consented to Final Order Granting Emergency Motion of the Debtor to Use of Cash Collateral, which the Court approved on February 25, 2011 (the "February 25, 2011 Order").

7. The October 27, 2010 Order and February 25, 2011 Order with all modifications, stipulations and addendums thereto shall be referred to collectively as the “Second Amended Cash Collateral Order”.

8. By Order of Court dated April 21, 2011, the Individual Case was converted from Chapter 11 to Chapter 7.

9. Huntington and the Debtor wish to modify certain terms of the Second Amended Cash Collateral Order.

10. In the event that United Bank has not been paid in full, then the provisions set forth in this Stipulated Order shall be effective immediately upon the payment in full of the Debtor’s obligations to United Bank.

11. The Debtor has sold a large portion of its assets by way of the B&G Crane Service, LLC and Red White and Blue Crane, LLC sales.

12. Certain funds from various sales of assets, including but not limited to, B&G Crane Service, LLC and Red White and Blue Crane, LLC have been placed in to escrow with all liens attached in the same nature, extent and priority as existed pre-petition subject to being released and paid only upon an order of court or agreement by the parties holding such lien claims. Such funds shall remain in escrow under the same terms and conditions and shall not be released without Huntington’s written consent.

13. The Debtor may need the limited use of Cash Collateral for purposes of winding down its affairs in this case.

14. This Honorable Court issued an Order requiring the Debtor to either file a Chapter 11 plan of reorganization or move to dismiss the case on or before October, 28, 2011.

15. In consideration of the above referenced premises and intending to be legally bound hereby, Huntington and the Debtor, by their counsel, stipulate and agree, as follows:

a. Recitals. The foregoing recital paragraphs 1-14 are incorporated herein and adopted.

b. Adequate Protection. The adequate protection, and other rights granted to Huntington in the Second Amended Cash Collateral Order are reaffirmed and shall continue to remain in full force and effect and are incorporated herein in their entirety by reference.

c. Authority to Use Cash Collateral. The Debtor is prohibited from using Cash Collateral (as that term is defined in the Bankruptcy Code) except as provided herein. The Debtor is prohibited from withdrawing or using funds from the Lockbox (as defined below in subsection (d)) unless the Debtor makes a written request ("Request") for the use of Cash Collateral to Huntington. Any such Request shall include the amount of Cash Collateral sought and a description of the specific purpose for which the Cash Collateral shall be used. The Debtor shall not be authorized to use Cash Collateral pursuant to the Request until the Debtor receives written approval of the Request by Huntington. In the event that Huntington and the Debtor cannot agree upon the payment of a written Request, then, unless the Debtor obtains an Order of this Court authorizing the use of Cash Collateral for the written Request, the Debtor's may not use Cash Collateral and Huntington may freeze the Lockbox Account (as defined below in subsection (d)) without being in violation of this Stipulated Order or the automatic stay. Notwithstanding the foregoing, the ability for the Debtor to use Cash Collateral

may be modified without further order of this Court by written agreement of the Debtor and Huntington.

d. Lockbox Account. All Cash Collateral in the Debtor's possession and/or control, currently or in the future (including all deposits at other financial institutions), shall be immediately transferred by the Debtor to a debtor-in-possession account at Huntington, which account shall have a lock box (the "Lockbox Account") and the Debtor shall be prohibited from withdrawing or using funds from the Lockbox Account except as provided for in Request approved by Huntington. The Debtor shall deposit all checks and funds it receives in the Lockbox Account. The Debtor shall immediately instruct all customers to remit payments to the following address (or such other address as the Debtor and Huntington may agree) which shall be controlled by Huntington:

Ray Anthony International, LLC

P.O. Box \_\_\_\_\_

Pittsburgh, PA 15222

Huntington shall provide the Debtor a daily report of: (i) information regarding the checks received the preceding day at the above address, and (ii) the balance of the Lockbox Account.

e. Replacement Liens, Super priority Claim and Adequate Protection.

To adequately protect the interest of Huntington in the Cash Collateral:

(i) Huntington's post-petition security interest in, and a lien upon, all of the categories and types of collateral in which it held a security interest as of the Petition Date (the "Replacement Lien"), as set forth in the

Second Amended Cash Collateral Order, shall continue and shall remain a valid and enforceable lien;

(ii) Additionally, Huntington is granted a senior lien interest in the Lockbox Account and all other accounts maintained by the Debtor at Huntington Bank along with all cash deposited therein;

(iii) Additionally, Huntington's super priority administrative claim as set forth in the Second Amended Cash Collateral Order, shall continue and shall remain a valid and super priority administrative claim.

f. Continued Appointment of Chief Restructuring Officer. Debtor and Huntington agree that Compass Advisory Partners, LLC ("Compass") shall remain Chief Restructuring Officer ("CRO") of the Debtor and its estate. Jack Teitz of Compass shall be the person primarily responsible for the actions of the CRO. The CRO shall continue to represent the interest of the Debtor and its estate. The hourly rates of compensation for services, reimbursement of expenses, and necessary powers granted to the CRO in the Second Amended Cash Collateral Order shall continue to remain in effect as more fully set forth in the Second Amended Cash Collateral Order.

g. Huntington's Right to Protect Its Interest. Nothing contained herein shall be deemed in any way to prejudice the rights of Huntington to contend at a later time that its interests are not being adequately protected in accordance with the provisions of Bankruptcy Code §363 or otherwise take any actions necessary or appropriate to protect its interest.

h. Insurance. The Debtor shall maintain insurance on its assets in amounts not less than what it had prior to the Petition Date.

i. Reports and Weekly Projections. The Debtor shall report on a weekly basis to Huntington the total sales and collections (if not sent to the Lockbox Account) for the previous day. Further, the Debtor will provide Huntington and its counsel and consultants reasonable access in order to monitor the Debtor's assets.

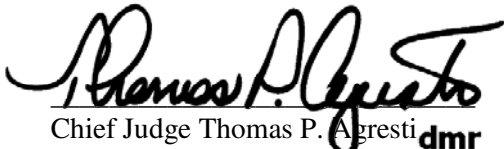
j. Successors and Assigns. The provisions of this Stipulated Order shall be binding upon, and inure to the benefit of, Huntington, the Debtor and their respective successors and assigns and on any Chapter 11 Trustee or Chapter 7 Trustee if the case is converted to a case under Chapter 7 of the Bankruptcy Code.

k. Further Assurances. The Debtor is authorized and directed to execute and deliver such other documents and to do, or cause to be done, such other acts and things as might reasonably be requested by Huntington to effectuate the intent and purposes and carry out the terms of this Stipulation, including, but not limited to executing a Lockbox Agreement and any deposit agreement and any other ancillary documents.

THEREFORE, the Court, having jurisdiction hereof and having reviewed the files and records in this case, finds that good cause exists for the entry of this Stipulated Order; the Court further finds that the agreement of the Parties is fair and reasonable under the circumstances of this case.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the agreement of the parties as set forth herein shall be and hereby is APPROVED as an Order of this Court.

Dated: September 7, 2011

  
Chief Judge Thomas P. Agresti **dmr**  
United State Bankruptcy Court

STIPULATED AND AGREED TO BY:

/s/ Robert O. Lampl  
Robert O Lampl, Esquire  
*Counsel to Debtor*

/s/ John B. Joyce  
John. B. Joyce, Esquire  
*Counsel for The Huntington National Bank*