IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WELDED CONSTRUCTION, L.P., *et al.*,[1]	)	Case No. 18-12378 (KG)
Debtors.	)	(Jointly Administered)
	)	**Ref. Docket Nos. 581 & 649**

CERTIFICATION OF COUNSEL REGARDING *REVISED PROPOSED* ORDER UNDER 11 U.S.C. §§ 105(A), 363, AND 364, FED. R. BANKR. P. 2002 AND 6004 AND DEL. BANKR. L.R. 2002-1, 6004-1, AND 9006-1 AUTHORIZING (A) THE SALE OF CERTAIN ASSETS OF THE DEBTORS FREE AND CLEAR OF ALL CLAIMS, LIENS, LIABILITIES, RIGHTS, INTERESTS AND ENCUMBRANCES; (B) THE DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER THE AGENCY AGREEMENT; AND (C) RELATED RELIEF

The undersigned hereby certifies as follows:

On March 22, 2019, the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") filed that certain *Motion of Debtors for Order under 11 U.S.C. §§ 105(a), 363, and 364, Fed. R. Bankr. P. 2002 and 6004 and Del. Bankr. L.R. 2002-1, 6004-1, and 9006-1 Authorizing (A) the Sale of Certain Assets of the Debtors Free and Clear of All Claims, Liens, Liabilities, Rights, Interests and Encumbrances; (B) the Debtors to Enter into and Perform their Obligations under the Agency Agreement; and (C) Related Relief* [Docket No. 581] (the "**Sale Motion**").[2] Attached as Exhibit A to the Sale Motion was a proposed form of order, approving the Sale Motion (the "**Approval Order**").

Subsequent to filing the Sale Motion, the Debtors received informal comments from the Office of the United States Trustee for the District of Delaware, Steve Miller, Esq., as

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Welded Construction, L.P. (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtors is 26933 Eckel Road, Perrysburg, OH 43551.

[2] Capitalized terms used but not otherwise defined herein will have the meaning ascribed to them in the Sale Motion.

counsel to various companies, and a reservation of rights from Caterpillar Financial Services Corporation (collectively, the "**Interested Parties**").

On April 17, 2019, the Court held a hearing (the "**Sale Hearing**") to consider the Sale Motion. As set forth on the record at the Hearing, the Debtors have resolved the issues of the Interested Parties and have reached an agreement regarding the Leased Equipment. The Court ruled that it was prepared to enter an order approving the Sale Motion. Accordingly, the Debtors hereby submit, attached hereto as Exhibit A, a revised Approval Order (the "**Revised Approval Order**"). For ease of reference, attached hereto as Exhibit B is the Revised Approval Order marked against the version filed at Docket No. 649. For ease of reference, attached hereto as Exhibit C is the First Amendment to the Agency Agreement marked against the version filed at Docket No. 649.

The Debtors submit that the Revised Approval Order is appropriate and consistent with the relief requested in the Sale Motion and the Debtors' discussion with the Interested Parties, and that entry of the order is in the best interests of the Debtors and their estates. The Debtors have circulated the Revised Approval Order to the Interested Parties, and the Interested Parties do not object to the Court's entry of the Revised Approval Order.

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Accordingly, the Debtors respectfully request that the Court enter the Revised Approval Order at its earliest convenience without further notice or a hearing.

Dated: April 17, 2019
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Betsy L. Feldman

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EXHIBIT A

Revised Approval Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WELDED CONSTRUCTION, L.P., *et al.*,[1]	)	Case No. 18-12378 (KG)
	)	(Jointly Administered)
Debtors.	)	**Ref. Docket No. 581**

ORDER AUTHORIZING (A) THE SALE OF CERTAIN ASSETS OF THE DEBTORS FREE AND CLEAR OF ALL CLAIMS, LIENS, LIABILITIES, RIGHTS, INTERESTS AND ENCUMBRANCES; (B) THE DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER THE AGENCY AGREEMENT; AND (C) RELATED RELIEF

Upon consideration of the motion (the "**Motion**")[2] of the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**"), pursuant to sections 105(a), 363 and 364 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"), as supplemented by Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), for entry of an order approving, among other things, the sale of the Assets (the "**Sale**") free and clear of all Encumbrances; and the Court having determined that the relief provided herein is in the best interest of the Debtors, their estates, their creditors and other parties in interest; and due and adequate notice of the Motion having been given under the circumstances; and upon the record of the hearing on the Motion (the "**Sale Hearing**"), and the full record of these chapter 11 cases; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby FOUND that:

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Welded Construction, L.P. (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtors is 26933 Eckel Road, Perrysburg, OH 43551.

[2] Capitalized terms used herein but not defined shall have the meaning ascribed to such terms in the Motion or the Agency Agreement, as applicable.

A. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Except as otherwise determined in any other order of this Court, this Court has jurisdiction over the Motion and the transactions contemplated therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order consistent with Article III of the United States Constitution. Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. Notice of the Motion and of the Sale Hearing was given in accordance with the applicable Bankruptcy Rules and the Local Rules.

D. The notice of the Motion and of the Sale Hearing was adequate and sufficient under the circumstances, and any otherwise applicable notice requirement is hereby waived and dispensed with.

E. A reasonable opportunity to object or be heard regarding the relief requested in the Motion and the transactions provided for therein has been afforded to all interested parties, including, without limitation, the following (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the Committee; (iii) counsel to the Debtors' DIP Lender; (iv) all persons known or reasonably believed to have asserted an interest in any of the Assets; (v) the Attorneys General in the State(s) where the Assets are located; (vi) all state and local environmental agencies in any jurisdiction where the Debtors own or have owned or used real property; (vii) all parties asserting title to, or a security interest in, any of the Assets; and (viii) all parties who, as of the filing of this Motion, have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. In addition to the foregoing,

(a) electronic notification of the Motion and the Notice of Sale Hearing has been posted on: (1) the Court's website, www.deb.uscourts.gov, and (2) the case website maintained by the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC. at http://kccllc.net/welded, or can be requested by calling (888) 830-4648 from within the United States or Canada or (310) 751-2642 if calling from outside the United States; and (b) the Debtors have served the Notice of Sale Hearing on all known creditors of the Debtors.

F. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Motion or the Agency Agreement between Gordon Brothers Commercial & Industrial LLC and Ritchie Bros Auctioneers (America) Inc. (collectively, the "**Agent**") and the Debtors (as amended by that First Amendment to the Agency Agreement, the "**Agency Agreement**"), a copy of which is attached hereto as **Exhibit 1**.

G. As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing, and the representations of counsel made on the record at the Sale Hearing, the Debtors have thoroughly marketed the Assets, with adequate opportunity for parties that either expressed interest in acquiring or liquidating the Assets, or that the Debtors believed may have an interest in acquiring or liquidating the Assets, to submit bids. The Debtors and the Agent have negotiated and undertaken their respective roles leading to the Sale and entry into the Agency Agreement in a diligent, noncollusive, fair, and good faith manner.

H. The Debtors, their management, and their respective directors, employees, agents and representatives, and the Agent, its members and their respective officers, directors, employees, agents and representatives, actively participated in the bidding process administered by the Debtors prior to the entry into the Agency Agreement and the filing of the Motion, and acted in good faith. The Agency Agreement was negotiated and entered into in good faith, based

upon arm's length bargaining, and without collusion or fraud. The Debtors were free to deal with any other party interested in buying or selling on behalf of the Debtors' estates some or all of the Assets. Neither the Debtors nor the Agent have engaged in any conduct that would cause or permit the Sale, the Agency Agreement, or any related action or the transactions contemplated thereby to be avoided under section 363(n) of the Bankruptcy Code, or that would prevent the application of sections 363(m) and 364(e) of the Bankruptcy Code. The Agent has not violated section 363(n) of the Bankruptcy Code by any action or inaction. Specifically, the Agent has not acted in a collusive manner with any person and was not controlled by any agreement among bidders. The Agent's prospective performance and payment of amounts owing under the Agency Agreement are in good faith and for valid business purposes and uses.

I. Any credit extended to the Debtors pursuant to the Agency Agreement shall be deemed to have been extended, issued, or made, as the case may be, in good faith within the meaning of section 364(e) of the Bankruptcy Code.

J. The Agent is not an "insider" as that term is defined in section 101(31) of the Bankruptcy Code. No common identity of directors or controlling stockholders exists between the Agent and the Debtors.

K. The offer of the Agent, embodied in the terms and conditions set forth in the Agency Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Agency Agreement, (i) is the highest and best offer received by the Debtors; (ii) is fair and reasonable; and (iii) is in the best interests of the Debtors' creditors and estates. There is no legal or equitable reason to delay entry into the Agency Agreement, and the transactions contemplated therein, including, without limitation, the Sale.

L. The Debtors' decisions to (i) enter into the Agency Agreement and (ii) perform thereunder are a reasonable exercise of the Debtors' sound business judgment consistent with their fiduciary duties and are in the best interests of the Debtors, their estates, their creditors and all other parties in interest.

M. Conducting the Sale as set forth in the Agency Agreement and this Order will provide an efficient means for the Debtors to sell and dispose of the Assets.

N. The Debtors have represented to this Court that they are neither selling nor leasing personally identifiable information, as such term is defined in section 101(41A) of the Bankruptcy Code, (or assets containing personally identifiable information) pursuant to the Motion or the Agency Agreement.

O. Time is of the essence in effectuating the Agency Agreement and proceeding with the Sale contemplated therein without interruption. Based on the record of the Sale Hearing and the Motion, the Sale must be commenced as soon as practicable to maximize the value that the Agent may realize from the Sale and the value that the Debtors may realize from entering into the Agency Agreement. Accordingly, cause exists to modify the stay to the extent necessary, as contemplated by Bankruptcy Rule 6004(h), and permit the immediate effectiveness of this Order.

P. A sale of the Assets, other than one free and clear of liens, claims, encumbrances, defenses (including, without limitation, rights of setoff and recoupment) and interests, including, without limitation, security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, liens, encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign or domestic

governmental entity, taxes (including foreign, state and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, tax, labor, ERISA, CERCLA, alter ego and other liabilities, causes of action, contract rights and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all "claims" as defined in section 101(5) of the Bankruptcy Code and the liens and security interests of the DIP Lender or any interests of Caterpillar Financial Services Corporation (**"CFSC"**), whether arising by agreement, any statute or otherwise and whether arising before, on or after the date on which these chapter 11 cases were commenced), known or unknown, whether pre-petition or post-petition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable (collectively, "**Encumbrances**") and without the protections of this Order would hinder the Debtors' ability to obtain the consideration provided for in the Agency Agreement and, thus, would impact materially and adversely the value that the Debtors' estates would be able to obtain for the sale of the Assets. But for the protections afforded to the Agent under the Bankruptcy Code and this Order, the Agent would not have offered to pay the consideration contemplated in the Agency Agreement. In addition, each entity with an Encumbrance upon the Assets (i) has consented to the Sale or is deemed to have consented to the Sale; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code, and therefore, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Additionally, any valid and

perfected liens against the Assets, including, without limitation, the DIP Liens (as such term is defined in the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Secured Financing, (II) Authorizing the Use of Cash Collateral, (III) Granting Liens and Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, and (V) Modifying the Automatic Stay* [Docket No. 291] (the "**Final DIP Order**")) shall attach to the Owned Assets Guaranteed Amount and the Seller's Sharing Amount under the Agency Agreement, to the same extent and priority as before such sale and subject to the liens of the Agent to the extent provided in this Order. Those holders of Encumbrances who did not object to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Therefore, approval of the Agency Agreement and consummation of the Sale free and clear of Encumbrances is appropriate pursuant to section 363(f) of the Bankruptcy Code and is in the best interests of the Debtors' estates, their creditors and other parties in interest.

Q. The consideration to be paid by the Agent to the Debtors under the Agency Agreement was negotiated at arm's length and constitutes reasonably equivalent value and fair and adequate consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act and the laws of the United States, any state, territory, possession thereof, or the District of Columbia. The terms and conditions set forth in the Agency Agreement are fair and reasonable under these circumstances and were not entered into for the purpose of, nor do they have the effect of, hindering, delaying or defrauding the Debtors or their creditors under any applicable laws.

R. The security interests and liens provided to the Agent in the Agency Agreement and this Order to secure the Debtors' obligations under the Agency Agreement to the Agent are necessary to induce the Agent to agree to terms for the Agency Agreement that

maximize value for the Debtors' estates. The absence of such protections would impact materially and adversely the value available to the Debtors in the sale of their Assets in partnership with the Agent. But for the protections afforded to the Agent under the Bankruptcy Code, this Order, and the Agency Agreement, the Agent would not have agreed to pay the Debtors the compensation provided for under the Agency Agreement. In addition, the DIP Lender, which holds a security interest in the Owned Equipment to which the Agent's security interests attach, has consented to the security interests provided for in the Agency Agreement, as a portion of the Owned Assets Guaranteed Amount will be paid to the DIP Lender in full and final satisfaction of the DIP Obligations advanced under the DIP Facility (as such terms are defined in the Final DIP Order).

S. Except as otherwise provided in the Agency Agreement, no sale, transfer, or other disposition of the Assets pursuant to the Agency Agreement or the Agent's entry into the Agency Agreement will subject the Agent to any liability for claims, obligations, Encumbrances, or interests asserted against the Debtors by reason of such transfer under any laws, including, without limitation, any bulk-transfer laws or any theory of successor or transferee liability, antitrust, environmental, product line, de facto merger or substantial continuity or similar theories. The Agent is not a successor to the Debtors or their estates.

T. Each of the Debtors (i) has full corporate or other power to execute, deliver and perform its obligations under the Agency Agreement and all other transactions contemplated thereby, and entry into the Agency Agreement has been duly and validly authorized by all necessary corporate or similar action; (ii) has all of the corporate or other power and authority necessary to consummate the transactions contemplated by the Agency Agreement; and (iii) has taken all actions necessary to authorize and approve the Agency Agreement and the

transactions contemplated thereby. No consents or approvals, other than those expressly provided for herein or in the Agency Agreement, are required for the Debtors to consummate such transactions.

U. Entry into the Agency Agreement and the transactions contemplated thereby neither impermissibly restructure the rights of the Debtors' creditors, nor impermissibly dictate the terms of a chapter 11 plan for the Debtors. Entry into the Agency Agreement does not constitute a *sub rosa* chapter 11 plan.

V. In the event any of the provisions of this Order are modified, amended or vacated by a subsequent order of the Bankruptcy Court or any other court, the Agent shall be entitled to the protections provided in section 363(m) and 364(e) of the Bankruptcy Code, and no such appeal, modification, amendment or vacatur shall affect the validity and enforceability of the Sale, the liens, or priority authorized or created under the Agency Agreement or this Order.

W. The Debtors timely and properly exercised the option (the "**Leased Equipment Option**") with respect to the Leased Equipment (as defined in the Agency Agreement) in accordance with Section 18.1 of the Agency Agreement. The exercise of the Leased Equipment Option represents a reasonable exercise of the Debtors' sound business judgment consistent with their fiduciary duties and is in the best interest of the Debtors, their estates, their creditors and all other parties in interest.

X. CFSC has consented to the Leased Equipment Option and the transactions associated therewith, including, without limitation, the termination of the Leases associated with the Leased Equipment, the inclusion of the Leased Equipment as Assets in the Sale and the release of claims by CFSC as provided in this Order. The consideration paid on account of and in connection with the exercise of the Leased Equipment Option, the termination of the Leases

and the release of claims were negotiated at arm's length and constitutes reasonably equivalent value and fair and adequate consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act and the laws of the United States, any state, territory, possession thereof or the District of Columbia.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein. All objections to the Motion to the extent not previously withdrawn or resolved or sustained as set forth herein are denied, and all reservations of rights included in such objections are overruled in all respects and denied.

2. The Debtors and the Agent are hereby authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to conduct the Sale of the Assets in accordance with the Agency Agreement and the provisions of this Order.

3. The Debtors are hereby authorized and empowered to enter into the Agency Agreement (and each of the transactions contemplated therein). All amounts payable by the Debtors to the Agent under the Agency Agreement shall be payable to the Agent without the need for any application of the Agent therefor or a further order of the Court. The failure to include specifically any particular provision of the Agency Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Agency Agreement and all of its provisions, payments and transactions, be authorized and approved in their entirety. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, the Agent, and each of their respective officers, employees, and agents are hereby authorized to

execute such documents and to do such acts as are necessary or desirable to carry out the Sale and effectuate the Agency Agreement and each of the transactions contemplated therein.

5. The Agency Agreement is approved pursuant to section 363 of the Bankruptcy Code. The Debtors are hereby authorized and empowered to perform under the Agency Agreement.

6. As set forth in Section 5.1 of the Agency Agreement, upon satisfaction of all conditions precedent to payment of the Guaranteed Amount within two (2) Business Days of the entry of this Order, the Agent shall pay to the Debtors the Owned Assets Guaranteed Amount by wire transfer of immediately available funds, a portion of which Owned Assets Guaranteed Amount, (i) as provided in paragraph 23 of this Order, shall be paid to the DIP Lender in full and final satisfaction of the DIP Obligations advanced under the DIP Facility (as such terms are defined in the Final DIP Order); and (ii) the balance of the Owned Assets Guaranteed Amount to the Debtors. On the date of Closing, the Agent shall pay to CSFC the Caterpillar Equipment Purchase Price (as defined in the Bill of Sale) by wire transfer of immediately available funds, and the Debtors shall pay to CFSC the April Rental Payment (as defined in the First Amendment to the Agency Agreement) by wire transfer of immediately available funds.

7. This Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets.

8. This Order and the terms and provisions of the Agency Agreement shall be binding on all of the Debtors' creditors, the Debtors, the Agent, and their respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting an interest in the Assets, notwithstanding any subsequent appointment of any trustee, party, entity or other fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity or other fiduciary, such terms and provisions likewise shall be binding.

9. The Agent shall be granted a limited license and right to use until the Sale Termination Date the Debtors' trade names, and logos relating to and used in connection with the operation of the Assets, solely for the purpose of advertising the Sale in accordance with the terms of the Agency Agreement.

10. Subject to applicable state and local public health and safety laws ("**Safety Laws**"), and applicable criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising (collectively, "**General Laws**"), the Debtors and the Agent are hereby authorized to take such actions necessary and appropriate to implement the Agency Agreement and to conduct the Sale without the necessity of a further order of this Court as provided by the Agency Agreement.

11. Pursuant to section 363(f) of the Bankruptcy Code, the Assets sold pursuant to the Agency Agreement shall be sold free and clear of any and all Encumbrances, with such Encumbrances, if any, attaching only to the Owned Assets Guaranteed Amount and the Seller's Sharing Amount with the same validity, force and effect as the same had with respect

to the Assets (other than the Caterpillar Equipment) at issue, subject to any and all defenses, claims and/or counterclaims or setoffs that may exist.

12. Except as expressly provided in the Agency Agreement, nothing in this Order or the Agency Agreement and none of the Agent's actions taken in respect of the Sale shall be deemed to constitute an assumption by the Agent of any of the Debtors' obligations relating to any of the Debtors' employees, nor shall Agent become liable under any collective bargaining or employment agreement or be deemed a joint or successor employer with respect to such employees.

13. Entry into the Agency Agreement was undertaken by the Debtors and the Agent in good faith, as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code, and the Agent shall be protected by the provisions of sections 363(m) and 364(e) of the Bankruptcy Code in the event that this Order is reversed or modified on appeal. The reversal or modification on appeal of the approval of the Agency Agreement and to consummate the transactions contemplated thereby shall not affect the validity of such transactions, unless such approval is duly stayed pending such appeal. The transactions contemplated by the Agency Agreement are not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

14. The provisions of this Order shall be self-executing notwithstanding any restrictions in the Agency Agreement (other than the need for the Debtors' prior consent) on the Agent's ability to conduct the Sale in compliance with applicable laws. All newspapers and other advertising media in which the Sale may be advertised are authorized to accept this Order as binding authority so as to authorize the Debtors and the Agent to consummate the transactions contemplated by the Agency Agreement and to conduct the Sale, including, without limitation,

conducting and advertising of the Sale in accordance with the Agency Agreement and this Order; and no further approval, license or permits of any governmental authority shall be required.

15. If any person or entity that has filed financing statements, mortgages, construction or mechanic's liens, *lis pendens* or other documents or agreement evidencing Encumbrances on or interests in the Assets shall not have delivered to the Debtors, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of any Encumbrances which the person or entity has with respect to the Assets, each such person or entity is hereby directed to deliver all such statements, instruments and releases and the Debtors and the Agent are hereby granted power of attorney and authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity asserting the same and the Agent is authorized to file a copy of this Order which, upon filing, shall be conclusive evidence of the release and termination of such interest. Each and every federal, state and local governmental unit is hereby authorized to accept any and all documents and instruments necessary or appropriate to give effect to the Sale and related transactions.

16. All entities that are presently in possession of some or all of the Assets or other property in which the Debtors hold an interest that are or may be subject to the Agency Agreement hereby are directed to surrender possession of such Assets.

17. Any third party holding documents of title to any of the Assets shall (a) immediately relinquish such title documents to the Debtors, in no event later than three (3) Business Days after the Debtors request such title, and shall otherwise cooperate with the Debtors to deliver such title documents to the Debtors free and clear of such third party's liens, charges, security interests and other Encumbrances, or (b) in the event any such title documents

have been lost or cannot be delivered to the Debtors within the timeframe set forth in the preceding clause (a), cooperate with the Debtors in good faith to (i) assist the Debtors in obtaining replacement title documents in an expeditious manner and (ii) take such other steps such that the Debtors can transfer the titled assets, including, without limitation, providing a release of lien letter with detailed information about the vehicle and the title and stating that such party releases its liens, charges, security interests and other Encumbrances and completing any necessary forms. In addition, any third party, including CFSC, who holds title documents to any of the Assets shall promptly take such other steps reasonably requested by the Debtors to enable the Debtors to facilitate the timely sale of the titled Assets. Any third party, including CFSC, who holds title documents to any of the Assets or has a lien, charge, security interest or other Encumbrance on any titled Asset hereby appoints the Agent as such party's true and lawful proxy and attorney in connection with the release of any such lien, charge, security interest or other Encumbrance and the sale or transfer of such Assets, with full power of substitution, to execute and deliver lien releases and other transfer documents (including, without limitation, title documents) in connection with the sale and/or transfer of any of the Assets on behalf of the Debtors pursuant to the Agency Agreement, provided, however, that notwithstanding the provision of such materials, including releases by third parties, no liens or Encumbrances shall be released until the sale of such asset. The proxies and powers granted by each third party pursuant to this paragraph are coupled with an interest.

18. If any parties or persons, including but not limited to utilities, landlords, creditors, and all those acting for or on their behalf, believe that cause exists to: (i) prohibit the Agent from advertising the Sale, to the extent same is consistent with the Agency Agreement; (ii) in any way interfere with or otherwise impede the conduct of the Sale or the use or

maintenance of the Assets and other assets of the Debtors located at the Seller Locations; or (iii) institute any action or proceeding in any court or other administrative body having as its objective the obtaining of an order or judgment against the Debtors, the Agent or a third party which might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sale and/or seek to recover damages for breach(es) of covenants or provisions in any lease or sublease based upon any relief authorized herein, this Court shall retain exclusive jurisdiction to resolve such dispute, and such parties or persons shall take no action against the Debtors, the Agent, any third party or the Sale until this Court has resolved such dispute. This Court shall hear the request of such persons or parties with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

19. Nothing in this Order or the Agency Agreement releases, nullifies, or enjoins the enforcement of any liability to a governmental unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) that any entity would be subject to as the owner, lessor, lessee, or operator of the property after the date of entry of this Order. Nothing contained in this Order or in the Agency Agreement shall in any way (i) diminish the obligation of any entity to comply with environmental laws, or (ii) diminish the obligations of the Debtors to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code. Nothing herein shall be construed to be a determination that the Agent is an operator with respect to any environmental law or regulation. Moreover, the Sale shall not be exempt from, and the Agent shall be required to comply with Safety Laws and General Laws. Nothing in this Order shall alter or affect the Debtors' and Agent's obligations to comply with all applicable federal safety laws and regulations. Nothing in this Order shall be deemed to bar any

Governmental Unit (as defined in Bankruptcy Code section 101(27)) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors' or the Agent's right to assert in that forum or before this Court that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code, this Order, or otherwise. Notwithstanding any other provision in this Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Order shall be deemed to have made any rulings on any such issues.

20. Except to the extent the rights of Governmental Units are expressly reserved elsewhere in this Order, the Debtors and the Agent are hereby authorized to take such actions as may be necessary and appropriate to implement the Agency Agreement and to conduct the Sale without necessity of further order of this Court as provided in the Agency Agreement.

21. This Court shall retain exclusive jurisdiction with regard to all issues or disputes in connection with the Order and the relief provided for herein, including, without limitation, to protect the Debtors and/or the Agent from interference with the Sale, and to resolve any disputes related to the Sale, the Assets or arising under the Agency Agreement or the implementation thereof.

22. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors and the Agent, as applicable, are permitted to abandon property of the Debtors' estates in accordance with the terms and provisions of the Agency Agreement, and the Debtors, the Agent and each of their respective officers, employees and agents are hereby authorized to execute such documents and to do such acts as are necessary or desirable to carry out the Sale and effectuate the Agency Agreement and the related actions set forth therein.

23. The Agent shall pay $8,792,537 (the "**DIP Payoff Amount**") to the DIP Lender from the proceeds representing the Owned Assets Guaranteed Amount in full and final satisfaction of the DIP Obligations advanced under the DIP Facility (as such terms are defined in the Final DIP Order). Notwithstanding the DIP Payoff Amount, the Debtors shall remain obligated to pay all accrued and unpaid attorneys' fees and expenses incurred by counsel to the DIP Lender through the date the DIP Payoff Amount is funded, subject to the fee review provisions of the Final DIP Order. Upon the payment by the Agent of the DIP Payoff Amount to the DIP Lender, the Agent shall have a first priority, valid duly perfected lien and security interest (the "**Agent's Lien**") in (x) the Assets (other than the Caterpillar Equipment, as defined herein), (y) any Proceeds (but only up to the amount which the Agent is entitled to receive pursuant to the terms of the Agency Agreement, including, without limitation, any amounts owed to the Agent pursuant to Section 5 of the Agency Agreement) and (z) all "proceeds" (within the meaning of Section 9-102(a)(64) of the Uniform Commercial Code as in effect in the State of Delaware (the "**UCC**") of each of the foregoing, which Agent's Lien is senior to all persons, including all creditors of the Debtors without the need for any filing under the UCC being noted on any certificate of title or otherwise, which lien shall be granted the status of superpriority claims in the chapter 11 cases pursuant to section 364(c) of the Bankruptcy Code senior to all other superpriority claims, and which lien shall be free of any potential rights of the Debtors or any Chapter 7 or Chapter 11 trustee to surcharge against the Assets and the Proceeds pursuant to section 506(c) of the Bankruptcy Code; *provided* that, (1) the Agent's Lien shall not be junior or subordinate to or pari passu with the Encumbrances or claims of any Person (as defined in the Agency Agreement), whether under section 364(d) of the Bankruptcy Code or otherwise, including without limitation any Encumbrance that is avoided or preserved for the benefit of the

Debtors' estates under section 551 of the Bankruptcy Code, (2) the Agent's Lien, which shall be senior to all other persons, cannot be primed without the prior written consent of the Agent, which may be granted or withheld in the sole discretion of the Agent, and (3) the Agent's Lien shall not attach or extend to cash held by the Debtors, including cash comprising the Owned Assets Guaranteed Amount or the Seller's Sharing Amount.

24. Valid, perfected, enforceable and non-avoidable liens on the Assets (other than Caterpillar Equipment), which are senior in priority to the Encumbrances securing the DIP Obligations may only attach to the Owned Assets Guaranteed Amount and the Seller's Owned Equipment Sharing Amount received by the Debtors. Upon the receipt by the Agent of all amounts due to the Agent pursuant to Sections 5.2 and 5.3(1) of the Agency Agreement, the Agent's Lien shall be released and, to the extent necessary, the Agent shall sign any release documents reasonably requested by the Debtors.

25. The provisions of this Order and the Agency Agreement and any actions taken pursuant hereto or thereto shall survive entry of any order which may be entered confirming or consummating any plan of reorganization of the Debtors, or which may be entered converting the Debtors' cases from chapter 11 to chapter 7, and the terms and provisions of the Agency Agreement as well as the rights and interests granted pursuant to this Order and the Agency Agreement shall continue in this or any successor case and shall be binding upon Debtors, the Agent and their respective successors and permitted assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or 11 of the Bankruptcy Code. Any trustee appointed in these chapter 11 cases shall be and hereby is authorized and directed to comply with the terms of this Order and the Agency Agreement,

and the Agent and the trustee shall be and hereby are authorized to perform under the Agency Agreement upon the appointment of a trustee without the need for further order of this Court.

26. The Assets shall be sold by the Agent on behalf of the Debtors, and any buyer thereof shall acknowledge that the Assets are being purchased on an "AS IS, WHERE IS" and "WITH ALL FAULTS" basis, based solely on such buyer's own investigation of the Asset, without any representation or warranty other than those specifically made by the Debtors in Section 12.1(g) of the Agency Agreement.

27. This Order constitutes an authorization of conduct by the Debtors and nothing contained herein shall be deemed to constitute a ruling with regard to the sovereign immunity of any state, and the failure of any state to object to the entry of this Order shall not operate as a waiver with respect thereto.

28. During the Sale Term, all sales, excise, gross receipts and other taxes attributable to sales of Assets (other than the Caterpillar Equipment) payable to any taxing authority having jurisdiction (collectively, "**Sales Taxes**") shall be payable by and be the responsibility of the Seller. The Agent shall make commercially reasonable efforts to collect applicable Sales Taxes from each purchaser in each Sale and shall promptly remit all Sales Taxes to the extent actually received by Agent to the Seller. The Seller shall be responsible for the preparation of any reports or tax returns required to be filed with any governmental authority in connection with any Sales Tax and the Agent shall reasonably cooperate in providing the Seller with the information necessary to prepare such reports and tax returns. The Seller shall sign such tax returns and promptly file the same with the appropriate governmental authority. The Seller shall promptly pay all such Sales Taxes to the appropriate governmental authority. Without limiting the generality of Section 9.1 of the Agency Agreement, as the Agent is conducting the

Sale solely as agent for the Seller, various payments that the Agency Agreement contemplates that one party may make to the other party (including the payment by Agent of the Guaranteed Amount) do not represent the sale of tangible personal property and, accordingly, shall not be subject to Sales Taxes. All sales, excise, gross receipts and other taxes attributable to sales by Agent to third parties of the Caterpillar Equipment payable to any taxing authority having jurisdiction shall be payable by and be the responsibility of the Agent and the Agent shall be responsible for the preparation of any reports or tax returns required to be filed with any governmental authority in connection with any such taxes due on account of sales by Agent to third parties.

29. The Agent shall not be liable for any claims (other than its fraud, gross negligence and willful misconduct) against the Debtors, and the Debtors shall not be liable for any claims (other than their fraud, gross negligence and willful misconduct) against the Agent, in each case, other than as expressly provided for in the Agency Agreement. The Agent shall have no successor liability whatsoever.

30. Nothing contained in any plan confirmed in the Debtors' chapter 11 cases or any order of this Court confirming such plan or in any other order in this chapter 11 cases (including any order entered after any conversion of this case to a case under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from, the provisions of the Agency Agreement or the terms of this Order.

31. The Agency Agreement and related documents may be modified, amended or supplemented by the Debtors and the Agent in accordance with the terms thereof. No further notice or further order of this Court shall be required with respect to any such modification, amendment or supplement that is not material and adverse to the Debtors.

32. The Court shall retain jurisdiction with respect to any matters, claims, rights, or disputes arising from or related to the implementation of this Order and the Agency Agreement.

33. The transactions contemplated by the Agency Agreement are not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

34. At Closing, (i) the Leases (as defined in the Agency Agreement) shall be deemed voluntarily terminated by the Debtors and CFSC and (ii) CFSC shall be deemed to have consented to the inclusion of the equipment set forth on Exhibit E to the Agency Agreement (collectively, the "**Caterpillar Equipment**") as Assets in the Sale and the sale of the Caterpillar Equipment free and clear of any and all Encumbrances. All original documents of title relating to the Caterpillar Equipment shall be delivered to the Agent or its designee within three (3) business days of the Closing and the Caterpillar Equipment shall be transferred to the Agent or its designee by CFSC free and clear of any and all Encumbrances.

35. Upon payment of the Caterpillar Equipment Purchase Price (as defined in the Bill of Sale) and the April Rent Payment (as defined in the First Amendment to the Agency Agreement), CFSC, for itself, and on behalf of its respective predecessors, successors, assigns, and any controlled subsidiary or controlled affiliate thereof (collectively, the "**CFSC Releasors**"), shall be deemed to completely release, waive, and forever discharge the Debtors, their estates, affiliates, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, representatives, attorneys and beneficiaries, past, present and future (collectively, the "**Debtor Released Parties**"), from any and all actions, complaints, attorneys' fees, charges, claims (whether they be unsecured, secured, priority, and/or administrative, including crossclaims, counterclaims, rights of setoff or recoupment), costs,

obligations, demands, damages, debts, expenses, judgments, liabilities and causes of action of any kind, nature or description, whether matured or unmatured, contingent or absolute, liquidated or unliquidated, known or unknown, which the CFSC Releasors may now have, have ever had, or may in the future have against the Debtor Released Parties, based on or in any way relating to, or in any manner arising from, in whole or in part, the Caterpillar Equipment. For the avoidance of doubt, this release is expressly limited to the Caterpillar Equipment, and nothing herein shall constitute or be construed as a waiver or release of any and all claims and rights to assert such claims, demands, liens, claims for relief, bond claims, and causes of action, not arising out of or relating to the Caterpillar Equipment. Further, nothing herein shall waive (i) CFSC's right to assert claims arising out of the rejection of any lease of personal property and/or executory contracts that does not arise from or relate to the Caterpillar Equipment or (ii) the Debtors' rights to object or contest such claims on any and all bases. For the avoidance of doubt, upon the payment of the Caterpillar Equipment Purchase Price and the April Rent Payment, CFCS waives all claims and expenses against the Debtor Released Parties in respect of, under or in connection with the Caterpillar Equipment, including, without limitation rejection damages or breach claims. For the further avoidance of doubt, this release is expressly limited to the Debtor Released Parties, and nothing herein shall waive CFSC's right to assert claims pursuant to project completion agreements or similar settlement agreements approved by the Court provided that such claims are not against the Debtor Released Parties or the Agent. Without limiting the generality of the foregoing, the CFSC Releasors further release, waive, and forever discharge the Debtors and their estates from any claims related to any payments made to the CFSC Releasors pursuant to the Agency Agreement and this Order with respect to the Caterpillar Equipment. To the extent that any proofs of claim have been filed with respect to the Caterpillar Equipment, or

are at any point in the future filed in the chapter 11 cases by or on behalf of the CFSC Releasors, such claims shall be deemed disallowed and expunged without further order of the Court.

36. Notwithstanding Bankruptcy Rules 6004, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Agent are free to perform under the Agency Agreement at any time, subject to the terms of the Agency Agreement, and the Agent shall be afforded the protections of section 363(m) and 364(e) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the Agency Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

37. The Agent is a party in interest and shall have the ability to appear and be heard on all issues related to or otherwise connected to this Agency Agreement and the conduct of the Sale.

38. The Debtors are authorized and directed to perform their obligations under the Agency Agreement.

39. If there is any direct conflict between the Agency Agreement and related documents and this Order, the terms of this Order shall control.

EXHIBIT 1

Agency Agreement

FIRST AMENDMENT TO AGENCY AGREEMENT

THIS FIRST AMENDMENT TO AGENCY AGREEMENT (this "Amendment") is made and entered into as of April 18, 2019, by and among Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company with a principal place of business at 800 Boylston Street, 27th Floor, Boston, MA 02199 ("GBCI"), Ritchie Bros. Auctioneers (America) Inc., a Washington corporation with a principal place of business at 4000 Pine Lake Road, Lincoln, NE 68516 ("RB", and collectively with GBCI, the "Agent"), Welded Construction, L.P. and its affiliated debtors and debtors-in-possession (collectively, the "Seller") and solely for the purposes of Section 1 hereof, Caterpillar Financial Services Corporation, a Delaware corporation with its principal place of business in Nashville, Tennessee ("Caterpillar"). Initial capitalized terms used herein and not otherwise defined shall have the meanings respectively ascribed to such terms in the Agency Agreement (as hereinafter defined).

WHEREAS, Seller and Agent entered into a certain Agency Agreement (the "Agency Agreement") dated as of March 22, 2019;

WHEREAS, Seller, Agent, and Caterpillar desire to incorporate certain assets currently owned by Caterpillar and leased to Seller into the Sale by conveying title to such assets to Agent at the Closing of the Agency Agreement as set forth below; and

WHEREAS, Seller and Agent now desire to amend the Agency Agreement to reflect the inclusion of such assets in the Sale as set forth below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, Agent, and as to Section 1 hereof, Caterpillar hereby agree as follows:

1. Caterpillar Equipment. In exchange for Agent paying to Caterpillar the purchase price agreed to by Agent and Caterpillar (the "Caterpillar Equipment Purchase Price"), and Seller paying to Caterpillar the rental amount agreed to by Seller and Caterpillar in the amount of $257,000 (the "April Rental Payment") by wire transfer of immediately available funds at Closing, Caterpillar hereby (a) consents to the inclusion of the equipment set forth on Exhibit E to the Agency Agreement (collectively, the "Caterpillar Equipment") in the Sale, (b) consents to the voluntary termination of the leases associated with the Caterpillar Equipment (collectively, the "Leases") simultaneously at Closing, (c) agrees to transfer title to such Caterpillar Equipment to the Agent or to a designee or assignee of Agent at Closing, which entity is acknowledged to be a tax-exempt reseller thereof, (d) represents and warrants that it has good and marketable title to the Caterpillar Equipment and that the Caterpillar Equipment is being transferred by it free and clear of any liens, claims or encumbrances of any kind thereon, (e) agrees that payment of the Caterpillar Equipment Purchase Price and April Rental Payment shall be in full and final satisfaction of (1) any and all claims against or obligations of Seller to Caterpillar arising from or related to the Caterpillar Equipment and the Leases, including all amounts due under the Leases, and (2) any and all amounts due by Agent or its designee or assignee in connection with its acquisition of the Caterpillar Equipment, (f) agrees to execute and deliver a bill of sale in a form

mutually agreed to by Caterpillar, RB, and the Seller prior to Closing to RB or its designee or assignee and to deliver all original documents of title relating to the Caterpillar Equipment subject to a document of title (duly endorsed and in a form suitable for transfer) at Closing, (g) agrees to the inclusion in the order approving the Sale the release in the form attached hereto as Exhibit A, and (h) execute such further documentation as is reasonably requested by Agent or Seller as is necessary to effectuate the foregoing.

2. Amendment to Agency Agreement. The Agency Agreement is hereby amended as follows:

a. The Seller and Agent hereby agree that (x) the Caterpillar Equipment shall be included in the Sale, (y) such Caterpillar Equipment shall not be Excluded Assets but shall be deemed "Assets" for all purposes of the applicable sections of the Agency Agreement, except as otherwise specifically addressed herein, and (z) for purposes of the Agency Agreement the defined term "Caterpillar Equipment" shall be as defined in this Amendment.

b. Section 2.3 of the Agency Agreement is hereby amended by deleting the date "April 15, 2019" set forth therein and inserting the date "April 19, 2019" in lieu thereof.

c. Section 2.4(c) of the Agency Agreement is hereby amended and restated in its entirety as follows:

> (c) the Agent shall be entitled to sell all of the Assets hereunder free and clear of all liens, claims and encumbrances thereon (collectively, "Liens"), with any presently existing Liens against the Seller's property encumbering all or any portion of the Assets or the Proceeds attaching only to the Owned Assets Guaranteed Amount and Seller's Sharing Amount payable to the Seller under this Agreement from the Sale of Assets;

d. Section 2.4(i) of the Agency Agreement is hereby amended and restated in its entirety as follows:

> (i) upon the payment by the Agent of the portion of the Owned Assets Guaranteed Amount directed by the Seller and authorized by the Approval Order to be paid to the DIP Lender, the Agent shall have a first priority, valid duly perfected lien and security interest (the "Agent's Lien") in (x) the Assets (other than the Caterpillar Equipment), (y) any Proceeds (other than from the Caterpillar Equipment) (but only up to the amount which the Agent is entitled to receive pursuant to the terms of this Agreement, including, without limitation, any amounts owed to the Agent pursuant to Section 5 of this Agreement) and (z) all "proceeds" (within the meaning of Section 9-102(a)(64) of the Uniform Commercial Code as in effect in the State of Delaware) (the "UCC") of each of the foregoing, which Agent's Lien is senior to all persons, including all creditors of the Seller without the need for any filing under the UCC being noted on any certificate of title or otherwise, which lien shall be granted the status of superpriority claims in the Chapter 11 Cases pursuant to section 364(c) of the Bankruptcy Code senior to all other superpriority claims, and which lien shall be free of any potential rights of the Seller or any Chapter 7 or Chapter 11 trustee to surcharge against the Assets (other than the

Caterpillar Equipment) and the Proceeds (other than from the Caterpillar Equipment) pursuant to section 506(c) of the Bankruptcy Code; *provided* that, (1) the Agent's Lien shall not be junior or subordinate to or pari passu with the Liens or claims of any person, whether under section 354(d) of the Bankruptcy Code or otherwise, including without limitation any Lien that is avoided or preserved for the benefit of the Seller's estates under section 551 of the Bankruptcy Code, (2) the Agent's Lien, which shall be senior to all other persons, cannot be primed without the prior written consent of the Agent, which may be granted or withheld in the sole discretion of the Agent, and (3) the Agent's Lien shall not attach or extend to cash held by the Debtors, including cash comprising the Owned Assets Guaranteed Amount or the Seller's Sharing Amount. Valid, perfected, enforceable and non-avoidable liens, which are senior in priority to the Liens securing the DIP Obligations may only attach to the Owned Assets Guaranteed Amount and the Seller's Sharing Amount received by the Seller. Upon the receipt by the Agent of all amounts due to the Agent pursuant to Sections 5.2 and 5.3(1) of this Agreement, the Agent's Lien shall be released and, to the extent necessary, the Agent shall sign any release documents reasonably requested by the Seller.

e. Section 3 of the Agency Agreement is hereby amended and restated in its entirety as follows:

Section 3. Sale Term. The Sale shall commence on the first calendar day following the satisfaction of the conditions precedent set forth in Section 11 (the "Sale Commencement Date"), and shall terminate 150 days thereafter (the "Sale Termination Date" (subject to Sections 10 and 12.1(i)); the period from the Sale Commencement Date to the Sale Termination Date being the "Sale Term"); provided that the Sale Term may be extended upon the mutual agreement of the Seller, in consultation with the Official Committee of Unsecured Creditors of Welded Construction, L.P., *et al.* (the "Committee"), and the Agent. The Agent may, in its discretion, terminate the Sale in respect of Assets upon prior written notice to Seller (a "Sale Termination Notice"). The parties acknowledge and agree that in the event the Agent delivers to the Seller a Sale Termination Notice, the Agent (i) shall release the Agent's Lien, to the extent not previously released and subject to the Agent's receipt of all amounts owing to the Agent under this Agreement, (ii) except in connection with indemnification pursuant to Section 14, shall not request any portion of the Owned Assets Guaranteed Amount be returned to the Agent, and (iii) shall be deemed to have abandoned all rights to any Assets (other than the Caterpillar Equipment) referred to in the Sale Termination Notice as of the date the Sale Termination Notice is delivered to the Seller and the Seller shall be thereafter free to dispose of any such abandoned assets. Upon receipt of the Sale Termination Notice, the Seller shall have no obligation or liability under this Agreement or otherwise to the Agent with respect to such Assets. For the avoidance of doubt, the Agent shall not be responsible for any costs, expenses or liabilities associated with any such abandoned assets not located at the Agent Facility; provided, however, the Agent shall be responsible for any costs, expenses or liabilities associated with any Caterpillar Equipment and such abandoned assets located at the Agent Facility.

f. Section 3 of the Agency Agreement is hereby amended by inserting the phrase "(other than the Caterpillar Equipment)" after the reference to the word "Assets" in the second to last sentence thereof.

g. Section 4.4 of the Agency Agreement is hereby amended by deleting the second sentence thereof and replacing it with "Title to the Assets shall remain with the Seller and/or Agent, as applicable, throughout the Sale Term, unless and until paid for by, and transferred to, a purchaser through a Sale."

h. Section 4.6 of the Agency Agreement is hereby amended by inserting the phrase "or those specifically made by Caterpillar Financial Services Corporation in any amendment to this Agreement" at the end of the first sentence of such Section.

i. Section 4.8 of the Agency Agreement is hereby amended by (x) inserting the phrase "(other than the Caterpillar Equipment)" after the word "Asset" and (y) deleting "Guaranteed Amount" and replacing it with "Owned Assets Guaranteed Amount."

j. Section 4.11 of the Agency Agreement is hereby amended and restated in its entirety as follows:

> Section 4.11 The Seller and Agent, as applicable, agree to make the Assets available for sale as contemplated herein.

k. Section 5.1 of the Agency Agreement is hereby amended and restated in its entirety as follows:

> "5.1 Guaranteed Amount. Subject to Section 6 hereof, as a guaranty of the Agent's performance hereunder on or before two (2) Business Days after entry of the Approval Order, provided that the conditions precedent set forth in Section 11 have been satisfied, the Agent shall pay to the Seller or its designee $20,000,000 (the "Owned Assets Guaranteed Amount") plus pay to Caterpillar the Caterpillar Equipment Purchase Price (as defined in the First Amendment to Agency Agreement dated April 18, 2019, among Agent, Seller and Caterpillar Financial Services Corporation) by wire transfer of immediately available funds. The Owned Assets Guaranteed Amount and the Caterpillar Equipment Purchase Price shall collectively be referred to herein as the "Guaranteed Amount".

l. Section 5.2 of the Agency Agreement is hereby amended and restated in its entirety as follows:

> "5.2 Agent's Fee. In consideration of the Agent's obligations hereunder, the Agent shall be entitled to (1) a base fee of (x) $2,000,000 with respect to the Assets (other than the Caterpillar Equipment) (the "Agent's Owned Assets Base Fee") plus (y) $3,965,000 with respect to the Caterpillar Equipment (the "Agent's Caterpillar Equipment Base Fee," and collectively with the Agent's Owned Assets Base Fee, the "Agent's Base Fee"), plus

(2) the Agent's Sharing Amount (as defined below). Agent's Base Fee and Agent's Sharing Amount are collectively referred to herein as "Agent's Fee."

m. Section 5.3 of the Agency Agreement is hereby amended and restated in its entirety as follows:

"5.3 Proceeds of the Sale. On a monthly basis, or at such shorter intervals as determined by Agent, Proceeds will be distributed in the following order of priority:

(1) With respect to Proceeds attributable to all Assets (other than the Caterpillar Equipment):

(a) FIRST: To Agent, for reimbursement of the Owned Assets Guaranteed Amount until paid in full;

(b) SECOND: To Agent, for Agent's Owned Assets Base Fee until paid in full; and

(c) THEREAFTER: To the extent that Proceeds with respect to the Assets (other than the Caterpillar Equipment) exist after the payments set forth in Sections 5.3(1)(a) and 5.3(1)(b), such excess Proceeds shall be shared: (x) 75.0% to the Seller (the "Seller's Owned Equipment Sharing Amount") and (y) 25.0% to the Agent (the "Agent's Owned Equipment Sharing Amount"); and

(2) With respect to Proceeds attributable to the Caterpillar Equipment:

(a) FIRST: To Agent, for reimbursement of the Caterpillar Equipment Purchase Price until paid in full;

(b) SECOND: To Agent, for Agent's Caterpillar Equipment Base Fee until paid in full; and

(c) THEREAFTER: To the extent that Proceeds with respect to the Caterpillar Equipment exist after the payments set forth in Sections 5.3(2)(a) and 5.3(2)(b), such excess Proceeds shall be shared: (x) 75% to the Seller (the "Seller's Caterpillar Equipment Sharing Amount," and collectively with the Seller's Owned Equipment Sharing Amount, the "Seller's Sharing Amount") and (y) 25% to the Agent (the "Agent's Caterpillar Equipment Sharing Amount," and collectively with the Agent's Owned Equipment Sharing Amount, the "Agent's Sharing Amount").

(3) For the avoidance of doubt, at Closing, Agent shall be solely responsible for payment of the Caterpillar Equipment Purchase Price to Caterpillar, and Seller shall be solely responsible for payment of the April Rental Payment to Caterpillar, the latter of which may be paid by Seller either from its existing cash on hand or by instructing Agent to redirect a portion of the Owned Assets Guaranteed Amount to Caterpillar on account thereof.

(4) For the avoidance of doubt, only Proceeds of Caterpillar Equipment may be used to make the payments contemplated by subparagraph (2) of this Section 5.3 and only Proceeds of Assets (other than the Caterpillar Equipment) may be used to make payments contemplated by subparagraph (1) of this Section 5.3.

n. Section 5.4 of the Agency Agreement is hereby amended by deleting the date "April 16, 2019" set forth therein and inserting the date "April 22, 2019" in lieu thereof.

o. Section 6 of the Agency Agreement is hereby amended by deleting the term "Assets" wherever used in such section and replacing it with "Assets (other than the Caterpillar Equipment)".

p. Sections 6.4 and 11(c) of the Agency Agreement are hereby amended by deleting "Guaranteed Amount" and replacing with "Owned Assets Guaranteed Amount".

q. Section 9.1 of the Agency Agreement is hereby amended by (x) inserting the phrase "(other than the Caterpillar Equipment)" after the word "Assets" in the first sentence and (y) inserting the following language at the end of such section:

> "During the Sale Term, all sales, excise, gross receipts and other taxes attributable to sales of the Caterpillar Equipment by Agent to third parties and payable to any taxing authority having jurisdiction (collectively, the "Caterpillar Equipment Sales Taxes") shall be payable by and be the responsibility of the Agent. The Agent shall make commercially reasonable efforts to collect applicable Caterpillar Equipment Sales Taxes from each purchaser in each such Sale of Caterpillar Equipment. The Agent shall be responsible for the preparation of any reports or tax returns required to be filed with any governmental authority in connection with any Caterpillar Equipment Sales Tax and the Seller shall reasonably cooperate in providing the Agent with the information necessary to prepare such reports and tax returns. The Agent shall sign such tax returns and promptly file the same with the appropriate governmental authority. The Agent shall promptly pay all such Caterpillar Equipment Sales Taxes to the appropriate governmental authority."

r. Sections 11(c) and 12.1(b) of the Agency Agreement are hereby amended by deleting the term "Assets" wherever used in such section and replacing it with "Assets (other than the Caterpillar Equipment)".

s. Section 11(f) of the Agency Agreement is hereby amended by deleting the date "April 15, 2019" set forth therein and inserting the date "April 19, 2019" in lieu thereof.

t. Section 11 of the Agency Agreement is hereby amended by adding a new section (g) thereof, which shall state as follows:

> (g) Caterpillar shall have executed the bill of sale and release agreement.

u. Section 12.1(g) of the Agency Agreement is hereby amended by deleting the term "Assets" in the first sentence thereof and replacing it with "Assets (other than the Caterpillar Equipment)".

v. Section 12.1(h) of the Agency Agreement is hereby amended by deleting the term "Assets" and replacing it with "Assets (other than the Caterpillar Equipment)".

w. Section 12.1(n) of the Agency Agreement is hereby amended by deleting the term "Assets" in the first sentence thereof and replacing it with "Assets (other than the Caterpillar Equipment)".

x. Section 12.1(o) of the Agency Agreement is hereby amended by deleting such section in its entirety and replacing it with the following language: "To the extent that the Seller has contractual rights against any third party (other than Caterpillar) with respect to the Caterpillar Equipment, the Seller will use its best efforts to pursue those rights and the remedies related thereto to the extent reasonably requested by, and at the reasonable direction of, Agent."

y. Section 12.1(r) of the Agency Agreement is hereby amended by adding the phrase "other than as to the Caterpillar Equipment" after the word "Sale" in the first sentence.

z. Section 13.1 of the Agency Agreement is hereby amended (x) by inserting the phrase "(other than the Caterpillar Equipment)" after each reference to the word "Assets" and (y) to add at the end of such Section the following: "Notwithstanding anything else set forth herein, to the extent the Seller currently insures the Caterpillar Equipment, the Seller shall not cancel or terminate such insurance prior to April 30, 2019. Thereafter, the Seller shall have no responsibility for insuring the Caterpillar Equipment."

aa. Section 13.2 of the Agency Agreement is hereby amended by (x) inserting the phrase "(other than the Caterpillar Equipment)" after each reference to the word "Assets" and (y) deleting "Guaranteed Amount" and replacing it with "Owned Assets Guaranteed Amount" in the first sentence thereof.

bb. Section 13.3 of the Agency Agreement is hereby amended by inserting the following language at the end of the first sentence thereof ", and beginning as soon as practicable after Closing, shall include the Caterpillar Equipment under the coverage provided by such insurance policies."

cc. Section 13.4(i) of the Agency Agreement is hereby amended by deleting the term "Assets" set forth therein and replacing it with "Assets (other than the Caterpillar Equipment)".

dd. Section 18.1 of the Agency Agreement is hereby amended and restated in its entirety as follows:

> 18.1 As of the date hereof, the Seller leases certain equipment identified on Exhibit E attached hereto (collectively, the "Leased Equipment") pursuant to those certain lease agreements identified on such exhibit (collectively, the

"Leases" and each a "Lease"). At the Seller's option, which option shall be exercised by no later than the commencement of the Sale Hearing by delivery of written notice to the Agent, which notice shall be provided by the Seller no less than contemporaneously to the Committee, the Seller may request to include the Leased Equipment in the Sale, subject to the terms and conditions set forth herein (hereinafter, the "Leased Equipment Option"). If such request is accepted by the Agent in its sole discretion, such Leased Equipment shall be included in the Sale subject to the terms of an agreement between the Seller, Agent and the non-debtor lessor and the Agent shall pay an additional amount agreed to pursuant to the terms of such agreement at Closing (such amount, the "Additional Guaranteed Amount"). For the avoidance of doubt, the Additional Guaranteed Amount shall be in addition to, and not in lieu of, the "Owned Assets Guaranteed Amount" set forth in Section 5.1 above.

ee. Section 18.3 of the Agency Agreement is hereby deleted and superseded by this Amendment.

3. Miscellaneous. The parties hereby acknowledge and agree that, as specifically amended by the terms of this Amendment, all of the terms, covenants and provisions of the Agency Agreement are hereby ratified and confirmed and shall remain in full force and effect. From and after the date hereof, all references to the Agency Agreement shall be deemed references thereto as amended hereby. This Amendment may be executed in multiple counterparts each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument; sets forth the entire agreement between the parties; merges all prior and contemporaneous agreements, understandings, discussions, writings, warranties, and representations; shall be binding upon and inure to the benefit of parties hereto and their respective successor and assigns; and may be canceled, modified or amended only by a written instrument executed by both Seller and Agent. The captions and section headings are used only as a matter of convenience and are not to be considered a part of this Amendment or to be used in determining the intent of the parties. This Amendment may be executed and delivered by facsimile or computer-scanned image signatures. This Amendment shall be governed and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles thereof except where governed by the Bankruptcy Code. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agency Agreement, the terms of this Amendment shall govern and control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller and Agent have executed this Amendment as of the date first above written to take effect as an instrument under seal.

AGENT:

GORDON BROTHERS COMMERCIAL & INDUSTRIAL, LLC

By:_____
Name: Robert M. Himmel
Title: Senior Managing Director

RITCHIE BROS. AUCTIONEERS (AMERICA) INC.

By:_____
Name:
Title:

SELLER:

WELDED CONSTRUCTION, L.P. and its affiliated debtors and debtors-in-possession

By:_____
Name:
Title:

Solely for the purposes of Section 1 hereof:

CATERPILLAR FINANCIAL SERVICES CORPORATION
By:_____
Name:
Title:

EXHIBIT A

Release

Upon payment of the Caterpillar Equipment Purchase Price (as defined in the Bill of Sale) and the April Rent Payment (as defined in the First Amendment to the Agency Agreement), CFSC, for itself, and on behalf of its respective predecessors, successors, assigns, and any controlled subsidiary or controlled affiliate thereof (collectively, the "**CFSC Releasors**"), shall be deemed to completely release, waive, and forever discharge the Debtors, their estates, affiliates, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, representatives, attorneys and beneficiaries, past, present and future (collectively, the "**Debtor Released Parties**"), from any and all actions, complaints, attorneys' fees, charges, claims (whether they be unsecured, secured, priority, and/or administrative, including crossclaims, counterclaims, rights of setoff or recoupment), costs, obligations, demands, damages, debts, expenses, judgments, liabilities and causes of action of any kind, nature or description, whether matured or unmatured, contingent or absolute, liquidated or unliquidated, known or unknown, which the CFSC Releasors may now have, have ever had, or may in the future have against the Debtor Released Parties, based on or in any way relating to, or in any manner arising from, in whole or in part, the Caterpillar Equipment. For the avoidance of doubt, this release is expressly limited to the Caterpillar Equipment, and nothing herein shall constitute or be construed as a waiver or release of any and all claims and rights to assert such claims, demands, liens, claims for relief, bond claims, and causes of action, not arising out of or relating to the Caterpillar Equipment. Further, nothing herein shall waive (i) CFSC's right to assert claims arising out of the rejection of any lease of personal property and/or executory contracts that does not arise from or relate to the Caterpillar Equipment or (ii) the Debtors' rights to object or contest such claims on any and all bases. For the avoidance of doubt, upon the payment of the Caterpillar Equipment Purchase Price and the April Rent Payment, CFCS waives all claims and expenses against the Debtor Released Parties in respect of, under or in connection with the Caterpillar Equipment, including, without limitation rejection damages or breach claims. For the further avoidance of doubt, this release is expressly limited to the Debtor Released Parties, and nothing herein shall waive CFSC's right to assert claims pursuant to project completion agreements or similar settlement agreements approved by the Court provided that such claims are not against the Debtor Released Parties or the Agent. Without limiting the generality of the foregoing, the CFSC Releasors further release, waive, and forever discharge the Debtors and their estates from any claims related to any payments made to the CFSC Releasors pursuant to the Agency Agreement and this Order with respect to the Caterpillar Equipment. To the extent that any proofs of claim have been filed with respect to the Caterpillar Equipment, or are at any point in the future filed in the chapter 11 cases by or on behalf of the CFSC Releasors, such claims shall be deemed disallowed and expunged without further order of the Court.

AGENCY AGREEMENT

This Agency Agreement (this "Agreement") is made as of this 22nd day of March 2019 by and among Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company with a principal place of business at 800 Boylston Street, 27th Floor, Boston, MA 02199 ("GBCI"), Ritchie Bros. Auctioneers (America) Inc., a Washington corporation with a principal place of business at 4000 Pine Lake Road, Lincoln, NE 68516 ("RB", and collectively with GBCI, the "Agent") and Welded Construction, L.P. and its affiliated debtors and debtors-in-possession (collectively, the "Seller").

RECITALS

WHEREAS, on October 22, 2018, the Seller filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The Seller's chapter 11 case (the "Chapter 11 Case") is pending in the Bankruptcy Court under Case No. 18-12378 (KG).

WHEREAS, except for the Excluded Assets (as defined below), the Seller desires that the Agent act as the Seller's exclusive sales agent in connection with the sale (as referenced below, the "Sale") of all of the Seller's owned personal property and other owned assets (and to the extent applicable pursuant to Section 18, leased personal property and other leased assets), including without limitation, the assets described on Exhibit A attached hereto, which assets shall include any rolling stock, inventory, IT assets, machinery, equipment, attachments, motor vehicles, GPS units associated with any equipment, rolling stock or motor vehicles, shop equipment and inventory, field support equipment, tooling, tools and other owned personal property and other assets, together with manuals (to the extent available), certificates of title, machinery history documentation (including all usage, maintenance and repair records to the extent available), manufacturer and other warranties (to the extent legally permissible) and spare parts associated with or related to such assets (collectively, the "Assets") wherever located, including at the Seller's locations identified on Exhibit C attached hereto (collectively, the "Seller Locations"). The Assets shall not include any assets described or identified on Exhibit B attached hereto (collectively, the "Excluded Assets") wherever located, including at the Seller Locations.

WHEREAS, during the Chapter 11 Case, the Seller, with the assistance of its professional advisors, conducted a robust marketing process regarding the Assets and has determined, in its business judgement, that the consideration offered by the Agent pursuant to this Agreement is the highest or otherwise best offer received and that this Agreement shall be approved by "private sale" pursuant to section 363 of the Bankruptcy Code and Rule 6004(f)(1) of the Federal Rules of Bankruptcy Procedure and shall not be subject to further competitive bidding.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent and Seller hereby agree as follows:

Section 1. Defined Terms. The terms set forth below are defined in the Sections referenced of this Agreement:

Defined Term	Section Reference
Agency Documents	Section 12.1(b)
Agent	Preamble
Agent Claim	Section 13.3
Agent Facility	Section 4.9
Agent Indemnified Parties	Section 14.2
Agreement	Preamble
Approval Motion	Section 2.2
Approval Order	Section 2.1
Assets	Recitals
Asset Impairment Notice	Section 6.1
Asset Impairment Value	Section 6.1
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bid Information	Section 12.1
Business Day	Section 2.2
Chapter 11 Cases	Recitals
Committee	Section 3
Company	Preamble
Competitive Transaction	Section 17.2
Damages	Section 14.2
Excluded Assets	Recitals
Final Order	Section 2.1
GBCI	Preamble
Guaranteed Amount	Section 5.1
Indemnified Party	Section 14.7(a)
Indemnifying Party	Section 14.7(a)
Liens	Section 2.4(c)
Proceeds	Section 8.1
RB	Preamble
Resolution Period	Section 6.2
Sale	Recitals
Sale Commencement Date	Section 3
Sale Hearing	Section 2.3
Sale Term	Section 3
Sale Termination Date	Section 3
Sale Termination Notice	Section 3
Sales Taxes	Section 9.1
Seller	Preamble
Seller's Sharing Amount	Section 5.3(c)
UCC	Section 2.4(i)

Section 2. Appointment of Agent.

2.1 Subject to entry of a Final Order authorizing the Seller to enter into this Agreement and authorizing Agent to conduct the Sale in accordance with the terms of this Agreement (such Final Order, the "Approval Order"), the Seller hereby irrevocably (except as terminated pursuant to the terms hereof) appoints the Agent, and the Agent hereby agrees to serve, as the Seller's exclusive agent for the limited purpose of conducting the Sale in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, "Final Order" means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction entered by the Clerk of the Bankruptcy Court or such other court on the docket in the Seller's Chapter 11 Case or the docket of such other court, which has not been modified, amended, reversed, vacated, stayed or subject to a motion for a stay pending appeal.

2.2 Within one (1) Business Day of the execution of this Agreement by the Seller and the Agent, the Seller shall file a motion or motions which motion shall state that the Committee supports the Sale in accordance with the terms of this Agreement (the "Approval Motion") with the Bankruptcy Court for entry of an order, *inter alia*, seeking entry of the Approval Order as a private sale. "Business Day" means any day of the year on which banking institutions in Wilmington, Delaware are open to the public to conduct banking business and are not required or otherwise authorized by law to close.

2.3 The hearing on the Approval Motion (such hearing, the "Sale Hearing") shall be held, and entry of the Approval Order shall be entered, on or before April 15, 2019.

2.4 The Approval Order shall provide, in a form reasonably satisfactory to both the Seller and the Agent, among other things, that:

(a) the terms of this Agreement (and each of the transactions contemplated hereby) are approved and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successor and assigns, including, but not limited to any Chapter 7 or Chapter 11 trustee or liquidating trustee or agent appointed under a confirmed plan approved by the Bankruptcy Court;

(b) the Seller and the Agent shall be authorized to continue to take any and all actions as may be necessary or desirable to implement this Agreement and each of the transactions contemplated hereby;

(c) the Agent shall be entitled to sell all of the Assets hereunder free and clear of all liens, claims and encumbrances thereon (collectively, "Liens"), with any presently existing Liens encumbering all or any portion of the Assets or the Proceeds attaching only to the Guaranteed Amount and Seller's Sharing Amount payable to the Seller under this Agreement from the Sale of Assets;

(d) the Agent shall be granted a limited license and right to use until the Sale Termination Date the Seller's trade names, and logos relating to and used in connection with the operation of the Assets, solely for the purpose of advertising the Sale in accordance with the terms of this Agreement;

(e) all newspapers and other advertising media in which the Sale is advertised shall be directed to accept the Approval Order as binding and to allow the Seller and the Agent to consummate the transactions provided for in this Agreement, including, without limitation, the conducting and advertising of the Sale in the manner contemplated by this Agreement;

(f) to the extent permitted by applicable law, all utilities, landlords, creditors and all persons acting for or on their behalf shall not interfere with or otherwise impede the conduct of the Sale, institute any action in any court (other than in the Bankruptcy Court) or before any administrative body which in any way directly or indirectly interferes with or obstructs or impedes the conduct of the Sale;

(g) the Bankruptcy Court shall retain jurisdiction over the parties to enforce this Agreement;

(h) the Agent shall not be liable for any claims (other than its fraud, gross negligence and willful misconduct) against the Seller other than as expressly provided for in this Agreement, and Agent shall have no successor liabilities whatsoever;

(i) upon the payment by the Agent of the portion of the Guaranteed Amount directed by the Seller and authorized by the Approval Order to be paid to the DIP Lender, the Agent shall have a first priority, valid duly perfected lien and security interest (the "Agent's Lien") in (x) the Assets, (y) any Proceeds (but only up to the amount which the Agent is entitled to receive pursuant to the terms of this Agreement, including, without limitation, any amounts owed to the Agent pursuant to Section 5 of this Agreement) and (z) all "proceeds" (within the meaning of Section 9-102(a)(64) of the Uniform Commercial Code as in effect in the State of Delaware (the "UCC") of each of the foregoing, which Agent's Lien is senior to all persons, including all creditors of the Seller without the need for any filing under the UCC being noted on any certificate of title or otherwise, which lien shall be granted the status of superpriority claims in the Chapter 11 Cases pursuant to section 364(c) of the Bankruptcy Code senior to all other superpriority claims, and which lien shall be free of any potential rights of the Seller or any Chapter 7 or Chapter 11 trustee to surcharge against the Assets and the Proceeds pursuant to section 506(c) of the Bankruptcy Code; *provided* that, (1) the Agent's Lien shall not be junior or subordinate to or pari passu with the Liens or claims of any person, whether under section 364(d) of the Bankruptcy Code or otherwise, including without limitation any Lien that is avoided or preserved for the benefit of the Seller's estates under section 551 of the Bankruptcy Code, (2) the Agent's Lien, which shall be senior to all other persons, cannot be primed without the prior written consent of the Agent, which may be granted or withheld in the sole discretion of the Agent, and (3) the Agent's Lien shall not attach or extend to cash held by the Debtors, including cash comprising the Guaranteed Amount or the Seller's Sharing Amount. Valid, perfected, enforceable and non-avoidable liens on the Assets, which are senior in priority to the Liens securing the DIP Obligations may only attach to the Guaranteed Amount and the Seller Sharing Amount received by the Seller. Upon the receipt by the Agent of all amounts due to the Agent pursuant to Section 5 of this Agreement, the Agent's Lien shall be released and, to the extent necessary, the Agent shall sign any release documents reasonably requested by the Seller.

(j) a finding that Seller's decision to enter into this Agreement and perform under this Agreement (including, but not limited to, making payments provided for in the Agreement) is a reasonable exercise of Seller's sound business judgment consistent with its fiduciary duties and is in the best interests of Seller, its estates, its creditors, and other parties in interest;

(k) a finding that this Agreement was negotiated in good faith and at arms' length between the Seller and the Agent and that the Agent is entitled to the protection of section 363(m) of the Bankruptcy Code;

(l) a finding that the Agent's performance under this Agreement will be, and payment of the Guaranteed Amount under this Agreement will be made, in good faith and for valid business purposes and uses, as a consequence of which Agent is entitled to the protection and benefits of sections 363(m) and 364(e) of the Bankruptcy Code; and

(m) a finding that in the event any of the provisions of the Approval Order are modified, amended or vacated by a subsequent order of the Bankruptcy Court or any other court, the Agent shall be entitled to the protections provided in sections 363(m) and 364(e) of the Bankruptcy Code, no such appeal, modification, amendment or vacatur shall affect the validity and enforceability of the sale or the liens or priority authorized or created under this Agreement or the Approval Order.

Section 3. Sale Term. The Sale shall commence on the first calendar day following the satisfaction of the conditions precedent set forth in Section 11 (the "Sale Commencement Date"), and shall terminate 150 days thereafter (the "Sale Termination Date" (subject to Sections 10 and 12.1(i)); the period from the Sale Commencement Date to the Sale Termination Date being the "Sale Term"); provided that the Sale Term may be extended upon the mutual agreement of the Seller, in consultation with the Official Committee of Unsecured Creditors of Welded Construction, L.P., *et al.* (the "Committee"), and the Agent. The Agent may, in its discretion, terminate the Sale upon prior written notice to Seller (a "Sale Termination Notice"). The parties acknowledge and agree that in the event the Agent delivers to the Seller a Sale Termination Notice, the Agent (i) shall release the Agent's Lien, to the extent not previously released and subject to the Agent's receipt of all amounts owing to the Agent under this Agreement, (ii) except in connection with indemnification pursuant to Section 14, shall not request any portion of the Guaranteed Amount be returned to the Agent, and (iii) shall be deemed to have abandoned all rights to any Assets referred to in the Sale Termination Notice as of the date the Sale Termination Notice is delivered to the Seller and the Seller shall be thereafter free to dispose of any such abandoned assets. Upon receipt of the Sale Termination Notice, the Seller shall have no obligation or liability under this Agreement or otherwise to the Agent with respect to such Assets. For the avoidance of doubt, the Agent shall not be responsible for any costs, expenses or liabilities associated with any such abandoned assets not located at the Agent Facility; provided, however, the Agent shall be responsible for any costs, expenses or liabilities associated with any such abandoned assets located at the Agent Facility.

Section 4. Conduct of Sale.

4.1 Except as may otherwise be provided for in the Approval Order, the Agent shall set all policies and procedures for the Sale of the Assets, and the Agent shall have the right to determine the prices, the method of sale (including without limitation commercial sales, arms' length transactions, public auctions, and cleanup auctions as needed), and the terms and conditions to be accepted for the Assets in the Sale. The Agent shall conduct the Sale in the name of and on behalf of the Seller and in accordance with any applicable laws, except as may be modified by the Approval Order. The Agent, at its sole cost and expense, shall be permitted to establish and implement advertising, signage and promotion programs in connection with the Sales.

4.2 All purchasers of Assets shall be required to pay applicable sales or transfer taxes, if any, arising solely in connection with the Sale of the Assets pursuant to this Agreement. The Seller shall be responsible for any personal property tax assessed or payable with respect to the Assets (x) as assets of the Seller arising and due in connection with the transfer of the Assets (to the extent not the responsibility of or paid by the purchaser) or (y) for the periods prior to the transfer of such Assets pursuant to the Sale. In no event shall the Agent be responsible for any such sales, transfer or personal property tax.

4.3 All purchasers of Assets shall be required to pay the Agent for the Assets in cash by wire transfer of immediately available funds, or by certified or bank check.

4.4 All Sales of Assets shall be made by the Agent as agent in fact for the Seller. Title to the Assets shall remain with the Seller throughout the Sale Term, unless and until paid for by, and transferred to, a purchaser through a Sale.

4.5 During the Sale Term, the Agent shall be the sole party authorized to sell the Assets and shall sell the Assets in a commercially reasonable manner. The Assets shall be sold in such lots as the Agent may reasonably determine.

4.6 The Assets shall be sold and any buyer thereof shall acknowledge that the Assets are being purchased on an "AS IS, WHERE IS" and "WITH ALL FAULTS" basis, based solely on such buyer's own investigation of the Asset, without any representation or warranty other than those specifically made by the Seller in Section 12.1(g) of this Agreement. Any buyer of the Assets shall further acknowledge that the consideration for the Assets shall have been agreed upon by the Agent on behalf of the Seller and the buyer after good-faith arms-length negotiation in light of the buyer's agreement to purchase the Assets "AS IS" and "WITH ALL FAULTS." The Seller acknowledges that the Agent is acting solely in its capacity as an agent for the Seller and has no knowledge with respect to the fitness or usability of any of the Assets. Agent will, to the extent legally permissible, pass on all manufacturers' warranties of the Assets to purchasers of such Assets.

4.7 Seller hereby appoints the Agent as the Seller's true and lawful proxy and attorney in connection with the Sale or transfer of any of the Assets, with full power of substitution, to execute and deliver bills of sale (substantially in the form attached hereto as Exhibit D) and other transfer documents (including, without limitation, title documents and

certificates of title) solely in connection with the sale and/or transfer of any of the Assets on behalf of the Seller pursuant to the terms of this Agreement. The proxies and powers granted by the Seller pursuant to this Section 4.7 are coupled with an interest and are given to secure the performance of Seller's duties under this Agreement. During the term of this Agreement, such proxies are irrevocable (except as terminated pursuant to the terms hereof) and will survive the merger, consolidation, liquidation or dissolution of the Seller. Upon the reasonable request of the Agent, the Seller shall execute and deliver bills of sale and other transfer documents, including certificate of titles, in connection with the sale and/or transfer of any of the Assets on behalf of Seller pursuant to the terms of this Agreement. The Agent may, in its sole discretion, elect not to require that bills of sale be executed and provided by the Seller in the event the buyer of any Asset has previously acknowledged substantially similar terms in any "buyer terms" or other registration documentation associated with participating in any auction involving such Asset.

4.8 For the avoidance of doubt, the Agent shall have the right to abandon its agency as to any Asset at any time but following such abandonment shall remain obligated to pay the Seller the Guaranteed Amount and comply with the other terms of this Agreement.

4.9 Prior to the Sale Commencement Date, Seller shall, at its sole cost and expense, cause all of the Assets to be transported and delivered to RB's facility located in Columbus, Ohio (the "Agent Facility"); provided, however, that the Assets set forth on Exhibit F hereto shall not be required to be transferred to the Agent Facility absent agreement from the Seller and shall not be sold until after the 120th day of the Sale Term. For the Sale Term, the Seller shall, at its sole cost and expense, provide the Agent peaceful use and occupancy of the location that contains the Assets set forth on Exhibit F hereto. RB will arrange for a third party vendor to transfer the Assets located at the Seller's Perrysburg, Ohio and Red Lion, Pennsylvania facilities to the Agent Facility. The Seller will be billed directly by the third party vendor and the cost shall not exceed $490,000 in the aggregate. To the extent the cost exceeds $490,000 in the aggregate, the Agent shall be responsible for the cost in excess of $490,000. To the extent requested by Seller and agreed to by Agent, RB will arrange for a third party vendor to transfer the Assets located at the Precision Pipeline facilities set forth on Exhibit C hereto to the Agent Facility. In such event, the Seller will be billed directly by the third party vendor and the cost shall not exceed $135,000 in the aggregate. To the extent the cost exceeds $135,000 in the aggregate, the Agent shall be responsible for the cost in excess of $135,000. For the period of time that the Assets are located at Agent Facility, the Agent shall, at its sole cost and expense, provide a level of security at such Agent Facility as in effect on the date of this Agreement. If the Agent abandons its agency as to any Assets located at the Agent Facility, the Agent shall be responsible for the costs and expenses associated with such Assets.

4.10 Prior to the Sale Commencement Date, the Seller shall (a) obtain, at its sole cost and expense, any and all necessary or required permits, licenses and consents required of the Seller to conduct the Sale as contemplated hereby and (b) cause, at its sole costs and expense, all of the Assets to be de-identified in fashion acceptable to Agent; provided that if the Seller fails to de-identify any of the Assets in fashion acceptable to Agent, the Agent in its discretion may de-identify such Assets and the Seller shall promptly reimburse the Agent for any documented costs and expenses incurred in connection therewith. Prior to the Sale

Commencement Date, the Agent shall obtain, at its sole cost and expense, any and all necessary or required permits, licenses and consents required of the Agent to conduct the Sale as contemplated hereby, except as waived pursuant to the Approval Order. Prior to transport to the Agent Facility, the Seller shall cause all equipment, motor vehicles and rolling stock to be fitted with attachments that belong to such equipment, motor vehicles and rolling stock; provided that, if an attachment is required to be removed from the applicable equipment, motor vehicle or rolling stock for transportation to the Agent Facility, such attachment does not need to be attached but must be located in the same Seller Location as the applicable equipment, motor vehicle or rolling stock and clearly identified as being an attachment of the applicable equipment, motor vehicle or rolling stock. The Seller shall make available employees at each Seller Location to assist with identifying attachments and the applicable equipment, motor vehicle or rolling stock.

4.11 The Seller agrees that it shall make the Assets available for sale as contemplated herein.

4.12 The Seller shall make available to the Agent certain of the Seller's employees, including without limitation, those individuals specifically identified in writing by Agent and agreed to by the Seller prior to the Sale Commencement Date and including any that may be subject to a union, during the Sale Term to assist in any coordination or removal activities at the Seller Locations. In addition, to the extent the Agent (in its sole discretion) requests, the Seller shall make available to Agent employees of the Seller that currently work in the positions of heavy equipment mechanic, heavy equipment operator, truck mechanic, truck operator and yard supervisor for the Seller (the "Specified Employees"). The Agent shall within five (5) Business Days of payments by the Seller reimburse the Seller in an amount equal to (a) regular hourly wages of each Specified Employee for the actual hours worked by such Specified Employee during the Sale Term on a per diem basis based on such Specified Employee's base salary as of the date hereof (the "Base Salary") and (b) reasonable and documented employee benefits of such Specified Employee, not to exceed 30% of such Specified Employee's Base Salary, provided that all wages and benefit amounts paid by Agent with respect to all Specified Employees shall not exceed $100,000 in the aggregate. At any time during the Sale Term, the Agent shall have the right to determine that the services of any Specified Employee are no longer required upon five (5) days' prior notice to the Seller.

4.13 The Agent shall prepare and provide to the Seller, and the Seller shall provide copies to the Committee, monthly reports reflecting the progress of the Sale which shall generally detail the transactions, identify the Proceeds received to date and such other reasonably requested information related to the Sale. During the course of the Sale, the Seller and the Committee shall each have the right to have representatives continually act as observers of the Sale so long as they do not interfere with the conduct of the Sale.

Section 5. Guaranteed Amount and Other Payments.

5.1 Guaranteed Amount. Subject to Section 6 hereof, as a guaranty of the Agent's performance hereunder on or before two (2) Business Days after entry of the Approval Order, provided that the conditions precedent set forth in Section 11 have been satisfied, the

Agent shall pay to the Seller $20,000,000 by wire transfer of immediately available funds (the "Guaranteed Amount").

5.2 Agent's Fee. In consideration of the Agent's obligations hereunder, the Agent shall be entitled to a base fee of $2,000,000 (the "Agent's Base Fee") and to "Agent's Sharing Amount" (as defined below). Agent's Base Fee and Agent's Sharing Amount are referred to collectively at times as "Agent's Fee."

5.3 Proceeds of the Sale. On a monthly basis, or at such shorter intervals as determined by Agent, Proceeds will be distributed in the following order of priority:

(a) FIRST: To Agent, for reimbursement of the Guaranteed Amount until paid in full;

(b) SECOND: To Agent, for Agent's Base Fee until paid in full; and

(c) THEREAFTER: To the extent that Proceeds exist after the payments set forth in Sections 5.3(a) and 5.3(b), such excess Proceeds shall be shared: 75.0% to the Seller (the "Seller's Sharing Amount") and 25.0% to the Agent (the "Agent's Sharing Amount").

5.4 Termination. If the conditions precedent to either the Agent's or the Seller's obligations to perform hereunder set forth in Section 11 are not fulfilled (or waived by the Agent or the Seller, as applicable) on or before April 16, 2019, then the party hereto that is not the party who failed to meet the conditions precedent required of it under Section 11 (provided, that if the Seller is the party that did not fail to meet such conditions precedent, the Seller shall first consult with the Committee) shall have a right to terminate this Agreement on such date and except to the extent set forth in Section 14 hereof, the Agent and the Seller shall have no further duties or obligations under this Agreement; provided, however, that the right to terminate this Agreement under this Section shall not be available to a party if such party's breach or failure to fulfill any obligation under this Agreement shall have been the primary cause of, or primarily resulted in, the failure of the conditions to be fulfilled. If a competitive bidding process or auction process is proposed or scheduled with respect to the sale of the Assets, the Agent shall have the right to terminate this Agreement and shall have no further duties or obligations under this Agreement.

Section 6. Adjustments to the Guaranteed Amount.

6.1 If at any time after the date hereof and prior to the Sale Termination Date, the Agent determines that the Assets set forth on Exhibit A hereto are not available for Sale as contemplated herein, including, but not limited to, because such Assets have not been moved to the Agent Facility as required by Section 4.9 as and when directed by the Agent, the Seller is not able to sell the Assets free and clear of all Liens or there is a defect in the title of such Assets or such Assets are recalled or otherwise do not meet the requirements set forth in this Agreement (including the representations, warranties and covenants set forth in Section 12), the Agent shall deliver a written notice ("Asset Impairment Notice") to the Seller, with a copy to the Committee, that includes (i) a list of each Asset that does not conform to the standards set forth above, (ii) a statement as to the basis of the Agent's objection to each such Asset and

(iii) a good faith estimate of (x) the impairment to the fair market value of each such Asset and/or (y) in the case of a missing Asset, the fair market value of such missing Asset (the "Asset Impairment Value").

6.2 If within six (6) Business Days following delivery of the Asset Impairment Notice, the Seller has not given the Agent and the Committee notice of its objection to the Asset Impairment Value included in the Asset Impairment Notice (such notice must contain a reasonably detailed statement of the basis of each of the Seller's objections, which objection may include but shall not be limited to the asset impairment being caused by the breach of this Agreement by the Agent, the Agent's gross negligence, unlawful conduct, willful misconduct or the occurrence of a Specified Event as defined in Section 10 below), then the Seller shall be deemed to have accepted as final the Asset Impairment Values set forth in the Asset Impairment Notice. If the Seller gives a notice of objection to any of such items included in the Asset Impairment Notice, a copy of which the Seller shall also provide to the Committee, then the Seller and the Agent shall, for a period of six (6) Business Days thereafter (the "Resolution Period"), attempt in good faith to resolve the disputed items or amounts contained therein in order to determine the Asset Impairment Value, and any written resolution, signed by the Seller and the Agent as to any such item or amount, a copy of which shall be provided by Seller to the Committee, shall be final, binding, conclusive and non-appealable for all purposes hereunder, except in the case of fraud or willful misconduct.

6.3 If any dispute related to the Asset Impairment Value or the Asset Impairment Notice is not resolved within the Resolution Period, then (i) if the Sale Hearing has not occurred such dispute shall be submitted to the Bankruptcy Court for determination at the Sale Hearing; and (ii) if the Approval Order has been entered then such dispute shall be promptly (and in no event later than the third (3rd) Business Day following the request by either the Seller or the Agent) submitted to the Bankruptcy Court for resolution, with the Committee receiving from Seller no less than contemporaneous notice of any such submission and an opportunity to be heard in connection therewith.

6.4 Upon final determination of the Asset Impairment Value contained in any Asset Impairment Notice, the aggregate Asset Impairment Value shall reduce the Guaranteed Amount on a dollar for dollar basis and to the extent the determination occurs after the Sale Commencement Date, at the option of Agent, either (a) the Seller shall immediately pay to the Agent the amount of such Asset Impairment Value by wire transfer of immediately available funds or (b) Agent may set-off against any amounts owing from the Agent to the Seller pursuant to the terms of this Agreement.

Section 7. Expenses.

7.1 Reserved.

7.2 Expenses of the Agent. The Agent or purchasers at the Sale shall be responsible for all out-of-pocket costs and expenses of the Sale, other than any costs or expenses otherwise set forth in this Agreement that the Seller has agreed to pay.

Section 8. Proceeds. For purposes of this Agreement, (i) "Proceeds" shall mean the aggregate of (a) the total amount (in dollars) of proceeds actually received from all Sales of Assets made by the Agent under this Agreement minus, for Assets sold at auction, Transaction Fees (as defined below) charged by the Agent, and (b) all proceeds received from Seller's insurance for loss or damage to Assets or loss of cash arising from events occurring during the Sale Term; and (ii) "Transaction Fees" shall mean the transaction fees charged by the Agent for Assets sold at auction as follows: (1) 10% on all lots selling for $5,000 or less, (2) 3.85% on all lots selling for over $5,000 up to $33,500, with a minimum fee of $500 per lot, or (3) $1,290 on all lots selling for over $33,500; provided that, for the avoidance of doubt, no Transaction Fees or similar such transaction fees shall be charged by the Agent for Assets sold at private treaty sales.

Section 9. Sales Taxes.

9.1 During the Sale Term, all sales, excise, gross receipts and other taxes attributable to sales of Assets payable to any taxing authority having jurisdiction (collectively, "Sales Taxes") shall be payable by and be the responsibility of the Seller. The Agent shall make commercially reasonable efforts to collect applicable Sales Taxes from each purchaser in each Sale and shall promptly remit all Sales Taxes to the extent actually received by Agent to the Seller. The Seller shall be responsible for the preparation of any reports or tax returns required to be filed with any governmental authority in connection with any Sales Tax and the Agent shall reasonably cooperate in providing the Seller with the information necessary to prepare such reports and tax returns. The Seller shall sign such tax returns and promptly file the same with the appropriate governmental authority. The Seller shall promptly pay all such Sales Taxes to the appropriate governmental authority.

9.2 Without limiting the generality of Section 9.1 hereof, it is hereby agreed that as the Agent is conducting the Sale solely as agent for the Seller, various payments that this Agreement contemplates that one party may make to the other party (including the payment by Agent of the Guaranteed Amount) do not represent the sale of tangible personal property and, accordingly, shall not be subject to Sales Taxes.

Section 10. Force Majeure. If any (a) act of God, (b) act of terrorism, (c) flood, fire, earthquake or explosion, (d) war, invasion, hostilities (whether war is declared or not), (e) government order, law or action by any governmental authority, or (f) national or regional emergency (any of the foregoing, a "Specified Event") prevents or substantially inhibits the Sale or the conduct of business in the ordinary course at any Seller Location where a material portion of the Assets are located or Agent Facility, the remaining Assets located at such Seller Location or Agent Facility, in the sole discretion of Agent, may be transferred to other facilities owned or leased by Agent and the cost of such transfer shall be split equally between the Seller and the Agent, and the Sale Termination Date shall be extended by the number of days during which the Sale or conduct of the business in the ordinary course at any Seller Location or Agent Facility was substantially inhibited. If any Specified Event prevents or substantially inhibits either party's performance of its obligations under this Agreement, then such party's performance shall be extended by the number of days such party's performance was prevented or substantially inhibited.

Section 11. Conditions Precedent. The willingness of the Agent and the Seller to enter into the transactions contemplated under this Agreement and the occurrence of the Sale Commencement Date are directly conditioned upon the satisfaction of the following conditions at the times indicated, unless specifically waived in writing by the applicable party:

(a) all representations and warranties of the Seller and the Agent hereunder shall be true and correct as of the date hereof and as of the issuance of the Approval Order by the Bankruptcy Court;

(b) the Seller having obtained all consents and approvals Seller is required to obtain in order to perform its obligations hereunder, which consents and approvals shall not be subject to the satisfaction of any condition that has not been satisfied or waived and shall be in full force and effect, except to the extent that the requirement for a particular consent or approval is rendered inapplicable by the Approval Order or other order of the Bankruptcy Court, if applicable;

(c) the Seller shall have provided the Agent evidence reasonably satisfactory to the Agent that the Seller has good and marketable title to the Assets without defect in title and that the Seller is able to sell the Assets free and clear of all Liens other than the liens under the DIP Facility, which DIP Facility Liens shall be released upon receipt of the Guaranteed Amount;

(d) the Agent, together with representatives of the Seller, shall have conducted a final inspection of the Assets upon the earlier of (x) within two (2) Business Days of their arrival at the Agent Facility and (y) on or prior to the day immediately prior to the Sale Hearing with respect to any other Assets (including but not limited to an inspection of the condition of the Assets and verification that the Assets are in substantially the same condition as the Initial Inspection), the results of which are reasonably satisfactory to the Agent (the "Final Inspection") and following completion of the Final Inspection and through the Sale Termination, other than the Assets set forth on Exhibit F hereto, absent the consent of the Agent, neither the Seller nor any other person or party acting at or under the Seller's direction or control shall move (except to the extent required by this Agreement) or use any Assets;

(e) all original documents of title relating to any Asset subject to a document of title (duly endorsed and in a form suitable for transfer) shall have been delivered to Agent together with (i) all powers of attorney necessary to convey title to such Assets executed in favor of Agent and all other documentation necessary to convey title to such Assets, (ii) to the extent in the Seller's possession, all machinery history documentation (including but not limited to all usage, maintenance and repair records) related to the Assets, (iii) to the extent transferrable, all manufacturer and other warranties related to the Assets, (iv) keys to the Assets necessary for the operation of such Assets, and (v) all other manuals, instructions and other materials related to the Assets (to the extent in the Seller's possession); and

(f) entry by the Bankruptcy Court of the Approval Order approving this Agreement and the transactions contemplated herein on or before April 15, 2019 and such Approval Order having become a Final Order; provided, that the Agent may (but shall not be

required to) elect, in its sole and absolute discretion, to commence the Sale prior to the Approval Order becoming a Final Order.

Section 12. Representations, Warranties, Covenants, and Agreements.

12.1 Seller's Representations, Warranties, Covenants, and Agreements. Seller hereby, represents, warrants, covenants, and agrees in favor of the Agent as follows:

(a) Seller: (i) is a limited partnership duly organized, validly existing and in good standing under the laws of the state of its organization stated above; (ii) has all requisite power and authority to own, lease and operate its assets and properties and to carry on its business as presently conducted; and (iii) is and during the Sale Term shall continue to be duly authorized and qualified as a foreign company to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification, including the jurisdiction in which the Seller Locations are located, except where the failure to be so authorized or qualified or in good standing would not, individually or in the aggregate, result in a material adverse effect on the Seller or the Sale.

(b) Subject to the entry by the Bankruptcy Court of the Approval Order, the Seller has all right, power and authority to (i) execute and deliver this Agreement and each other document and agreement contemplated hereby (collectively, together with this Agreement, the "Agency Documents") to which it is a party, (ii) engage the Agent hereunder, (iii) make the representations, warranties, covenants and agreements made herein and under the other Agency Documents to which it is a party, (iv) sell the Assets, and convey good and marketable title to the Assets on its own behalf, to purchasers of the Assets in sales arranged (whether at auction or through orderly liquidation sales) by the Agent, in all cases free and clear of all Liens, and (v) to perform fully its obligations hereunder and under the other Agency Documents to which it is a party.

(c) The Seller has taken all necessary actions required to authorize the execution, delivery and performance of the Agency Documents to which it is a party, and no further action, consent or approval (other than entry of the Approval Order by the Bankruptcy Court) is required on the part of the Seller for the Seller to enter into and deliver the Agency Documents to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the Sale. Subject to approval by the Bankruptcy Court, each of the Agency Documents to which it is a party has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of the Seller enforceable in accordance with its terms, except as enforcement hereof may be limited by a subsequent bankruptcy, insolvency, reorganization, priority or other laws relating to or affecting generally the availability of equitable remedies. Following entry of the Approval Order by the Bankruptcy Court, no court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for Seller's consummation of, the transactions contemplated by this Agreement or any other Agency Document to which it is a party, and no consent of any third party which has not been obtained is required therefor.

(d) The execution, delivery and consummation of this Agreement by the Seller (i) is not contrary to organizational documents of Seller or any prior resolution of the

Seller's board of managers or vote of its limited partners or general partner, (ii) will not violate any order, law, rule or regulation applicable to the Seller or to the Assets, and (iii) subject to the entry of the Approval Order by the Bankruptcy Court, does not now constitute, and will not, with the passage of time, the giving of notice or otherwise, result in, a material violation or material breach of, or a material default under, any term or provision of any contract, agreement, order, judgment, decree, rule, regulation or law to which the Seller or any of the Assets is subject or bound.

(e) Neither the execution of this Agreement, nor the consummation of the transactions contemplated hereunder or under any other Agency Document to which it is a party will result in the creation of any Lien on any of the Assets, other than the Liens created hereunder in favor of the Agent.

(f) Subject to approval of the Bankruptcy Court, the Seller has, and throughout the Sale Term shall have, all consents and approvals, required by contract or otherwise, necessary to consummate and perform the transactions contemplated by any Agency Document to which it is a party.

(g) The Seller owns, and shall own (except to the extent sold in accordance with the terms hereof) at all times during the Sale Term, good and marketable title to all of the Assets. No Seller shall sell, transfer, assign, encumber, grant a Lien upon or otherwise affect marketable title to the Assets, or challenge, dispute or otherwise contest Agent's right to proceed with the Sale. Upon the consummation of any Sale, pursuant to the Approval Order the purchaser of the Assets shall acquire good and marketable title to such Assets free and clear of any Lien.

(h) All Assets are subject to the representations and warranties set forth herein.

(i) During the Sale Term, the Agent shall be able to consummate and conduct the Sale as provided in this Agreement. During the Sale Term, the Agent shall be granted a non-exclusive license and right to use until the Sale Termination Date the Seller's trade names and logos relating to and used in connection with the operation of the Assets, solely for the purpose of advertising the Sale in accordance with the terms of this Agreement and in conformity with all applicable laws, except as such laws may be modified by the Approval Order; provided that during the Sale Term the Seller shall not grant to any other person or entity a license or right to use the Seller's trade names and logos relating to and used in connection with the operation of the Assets for the purpose of advertising the sale of the Assets.

(j) Except any amounts owing as a result of the commencement of the Bankruptcy Case or disputed by the Seller, throughout the Sale Term, the Seller shall remain current on all post-petition expenses and payables necessary for the conduct of the Sale, subject to any restrictions that may be imposed under the Bankruptcy Code or order of the Bankruptcy Court.

(k) [Reserved]

(l) The Seller is not subject to any judgment, decree, ruling, injunction, assessment, attachment, award, charge, writ, executive order or administrative order and to Seller's knowledge, none have been threatened, which in either case would reasonably be expected to have an adverse effect upon (A) the Seller's ability to perform its obligations under this Agreement or any other Agency Document to which it is a party in any material respect, (B) the conduct of the Sale in any material respect or (C) the value of the Assets.

(m) The Seller has not engaged any broker as a broker in connection with the sale or transfer of the Assets contemplated by this Agreement or any other Agency Document to which it is a party or otherwise is required to pay a fee to any broker in connection with the same. No Seller has any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement or any other Agency Document to which it is a party or for which the Agent could become liable or obligated.

(n) All Assets are in compliance in all material respects with all applicable federal, state and local laws, rules, regulations and standards. The condition and status of each of the Assets are in substantially the same condition from how such Assets appeared during the initial inspection conducted on the Agent's behalf during diligence on and between February 11-14, 2019 (collectively, the "Initial Inspection"). The hour meter reading and the mileage reading at the Initial Inspection and Final Inspection and the machinery history documentation for each of the Assets are each true, correct and complete in all material respects and between the date hereof and the Sale Commencement Date there will be no usage of the Assets outside the ordinary course of business.

(o) [Reserved]

(p) The Seller's relationship with Agent is solely that of agent and principal, not that of joint venturers or partners or employer and employee.

(q) The Seller has not taken, nor shall the Seller during the term of this Agreement, take any actions with the intended result being to increase the cost of operating the Sale.

(r) From and after the date of this Agreement, the Seller shall use its reasonable best efforts to cooperate with the Agent to obtain, collect, review and organize the documents of title and take all reasonable steps and actions to prepare for the transfer of such documents of title in connection with the commencement of the Sale. Without limiting the generality of the foregoing, the Seller shall use its reasonable best efforts to provide copies of the documents of title to the Agent for review and inspection and allow the Agent to review and inspect and have access to the files and books of records of the Seller and to the Seller Locations in connection therewith and discuss matters relating thereto with any interested parties in the Chapter 11 Cases.

(s) On or before one (1) Business Day following the Sale Commencement Date, the Seller shall provide the Agent with all documentation and information related to any party that: (i) was solicited by the Seller; or (ii) contacted Seller (including, but not

limited to, by submitting any offer, bid, or other communication regarding any or all Assets hereunder) with respect to consummating a transaction with respect to any or all of the Seller's assets; provided, however, the Seller shall not be obligated to provide the Agent with any documentation, information, offer, bid, or other communication (collectively, "Bid Information") prepared or received by the Seller (x) from parties (other than companies that operate in the same or similar business segments as Seller, equipment leasing companies, and equipment and machinery dealers) that submitted letters of intent or similar expressions of interest for the Assets between October 22, 2018 and the date of this Agreement and which contained as part of the purchase price for the Assets a guaranteed amount and a revenue sharing component with respect to proceeds from the sale of the Assets or (y) (1) from parties that submitted letters of intent or similar expressions of interest for the Assets between October 22, 2018 and the date of this Agreement, and (2) that is subject to a non-disclosure agreement which contains non-disclosure provisions with respect to the Bid Information in favor of the third party submitting such offer or bid, and the disclosure of such Bid Information would violate such non-disclosure agreement.

(t) Except as otherwise specifically provided in this Agreement and the other Agency Documents, neither the Seller nor any directors, managers, officers, employees, stockholders, members, agents, partners, affiliates or representatives thereof, nor any other person, has made or shall be deemed to have made any representation or warranty to the Agent, express or implied, at law or in equity, with respect to the Seller or the assets, liabilities, results of operations or financial condition of the Seller, including any representations and warranties as to the accuracy or completeness of any information provided, delivered or made available to the Agent or any its respective affiliates or representatives or any representations or warranties arising from statute or otherwise in law, from a course of dealing or a usage of trade.

12.2 Agent's Representations and Warranties. The Agent hereby represents, warrants, covenants and agrees in favor of the Seller as follows:

(a) Each entity comprising the Agent (i) is a limited liability company or corporation, as applicable, duly organized, validly existing and in good standing under the laws of their respective states of incorporation; (ii) has all requisite power and authority to consummate the transactions contemplated hereunder and under the other Agency Documents to which it is a party; and (iii) is and during the Sale Term shall continue to be, duly authorized and qualified to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification.

(b) The Agent has the right, power and authority to (i) execute and deliver this Agreement and the other Agency Documents to which it is a party, (ii) make the representations, warranties, covenants and agreements made herein and under the other Agency Documents to which it is a party and (iii) perform fully its obligations hereunder and under the other Agency Documents to which it is a party.

(c) The Agent has taken all necessary actions required to authorize the execution, delivery, and performance of the Agency Documents to which it is a party, and no further action, consent or approval is required on the part of the Agent for the Agent to enter into and deliver the Agent Document to which it is a party and to perform its obligations hereunder and thereunder. Each of the Agency Documents to which it is a party has been duly executed

and delivered by Agent and constitutes the legal, valid and binding obligation of Agent, enforceable in accordance with its terms, except as enforcement hereof may be limited by bankruptcy, insolvency, reorganization, priority or other laws relating to or affecting generally the availability of equitable remedies. No court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for any of Agent's consummation of, the transactions contemplated by this Agreement or any other Agency Documents to which it is a party, and no consent of any third party which has not been obtained is required therefor.

(d) The execution, delivery and consummation of this Agreement by the Agent (i) is not contrary to the organizational documents of the Agent or any prior resolution of the Agent's managers or directors, as applicable, or vote of its members or stockholders, as applicable, (ii) will not violate any order, law, rule or regulation applicable to the Agent, and (iii) does not now constitute, and will not, with the passage of time, the giving of notice or otherwise, result in, a violation or breach of, or a default under, any term or provision of any material contract, agreement, order, judgment, decree, rule, regulation or law to which the Agent is subject or bound.

(e) No action, arbitration, suit, notice, or legal administrative or other proceeding before any court or governmental body has been instituted by or against Agent, or has been settled or resolved, or to Agent's knowledge, has been threatened against or affects the Agent, (i) that questions the validity of this Agreement or any other Agency Documents to which it is a party or any action taken or to be taken by Agent in connection with this Agreement or any other Agency Document to which it is a party, or (ii) that, if adversely determined, would have a material adverse effect upon Agent's ability to perform its obligations under this Agreement or the other Agency Documents to which it is a party.

(f) The Sales shall be conducted by the Agent in good faith, with no self-dealing and in compliance with all applicable state and local laws, rules and regulations, except as provided for in the Approval Order.

(g) The Agent has and on the date of the Sale Hearing will have sufficient funds to pay the Guarantee Amount. The Agent acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, the consummation of any financing shall not be a condition to the obligation of the Agent to consummate the transactions contemplated in this Agreement.

(h) The Agent shall, at all times, be and be deemed to be an independent contractor of the Seller. The Agent is not an employee of the Seller for any purpose whatsoever, and shall not be entitled to any employment benefits provided to the Seller's employees, including but not limited to paid leave, insurance, or retirement benefits. The Agent agrees that no income, social security, or other taxes or amounts shall be withheld by the Seller for the Agent's benefit. Any and all employment or social security taxes or deductions required to be withheld and/or paid under any applicable local, state, or federal employment laws shall be the sole responsibility of the Agent. The Agent shall indemnify and hold the Seller harmless from any and all damages, claims and expenses arising out of or resulting from any claims

asserted by any taxing authority as a result of, or in connection with such payments. The Agent shall not represent itself to be or hold itself out as an employee of the Seller.

(i) Except as otherwise specifically provided in this Agreement and the other Agency Documents, neither the Agent nor any directors, managers, officers, employees, stockholders, members, agents, partners, affiliates or representatives thereof, nor any other person, has made or shall be deemed to have made any representation or warranty to the Seller, express or implied, at law or in equity, with respect to the Agent or the assets, liabilities, results of operations or financial condition of the Agent, including any representations and warranties as to the accuracy or completeness of any information provided, delivered or made available to the Seller or any its respective affiliates or representatives or any representations or warranties arising from statute or otherwise in law, from a course of dealing or a usage of trade.

Section 13. Insurance.

13.1 Seller's Liability Insurance. Seller shall continue at its cost and expense until RB has procured insurance for the Assets on the Seller's behalf in accordance with this Section 13.1, in such amounts as it currently has in effect, all of its liability insurance policies including, as applicable, commercial general liability insurance, products liability, comprehensive public liability, auto liability and umbrella liability insurance, and shall cause Agent to be named an additional named insured with respect to all such policies. Prior to the Sale Commencement Date, Seller shall deliver to Agent certificates evidencing such insurance setting forth the duration thereof and naming Agent as an additional named insured, in form reasonably satisfactory to Agent. Such policies shall require at least thirty (30) days' prior notice to Agent prior to the cancellation, nonrenewal or material change of any such policy. In the event of a claim under any such policies, Seller shall be responsible for the payment of all deductibles, retentions or self-insured amounts thereunder, except to the extent that it is finally determined that such liability arose by reason of the gross negligence or willful misconduct of the Agent, or the Agent's employees, independent contractors or agents (other than Seller's employees) in which cases the Agent shall indemnify the Seller for all such amounts. No Seller shall make any change in the amount of any deductibles or self-insurance amounts until RB has procured insurance for the Assets on the Seller's behalf in accordance with this Section 13.1, without Agent's prior written consent. To the extent requested by Seller, after any of the Assets have been moved to the Agent Facility, RB shall procure property insurance on the Seller's behalf for such Assets. Under such policy, the Seller shall be the named insured and Agent shall be named an additional loss payee. The Seller will pay all costs and expenses incurred in connection with such policy which shall not exceed $65,000.00 for the first 90 days of the policy. Any Assets that remain at the Agent Facility after such 90 day period will be subject to a renewal of such policy with the costs and expenses payable by Seller and based upon the value of the remaining Assets.

13.2 Seller's Casualty Insurance. Seller shall provide until the Assets are moved to the Agent Facility, at the Seller's expense, fire, flood, theft and extended coverage casualty insurance covering the Assets in a total amount equal to no less than the Guaranteed Amount. From and after the date of this Agreement until RB has procured insurance for the Assets on the Seller's behalf in accordance with Section 13.1, all such policies shall also name the Agent as loss payee (as its interest may appear), unless otherwise provided in the Approval

Order. In the event of a loss to the Assets on or after the date of this Agreement, the proceeds of such insurance attributable to the Assets plus any self-insurance amounts and the amount of any deductible or any self-insured retention (which amounts shall be paid by the Seller), shall constitute Proceeds hereunder, paid to the Seller and distributed by Seller in accordance with the terms of Section 5.3 of this Agreement. Prior to the Sale Commencement Date, the Seller shall deliver to the Agent certificates evidencing such insurance setting forth the duration thereof and naming the Agent as loss payee (as its interest may appear), in form and substance reasonably satisfactory to the Agent. All such policies shall require at least thirty (30) days' notice to the Agent prior to the cancellation, non-renewal or material change of any such insurance policy. In the event of a claim under any such policies the Seller shall be responsible for the payment of all deductibles, retentions or self-insured amounts thereunder, except to the extent that it is finally determined that such liability arose by reason of the gross negligence or willful misconduct of the Agent, or the Agent's employees, independent contractors or agents (other than Seller's employees) in which cases the Agent shall indemnify the Seller for all such amounts. No Seller shall make any change in the amount of any deductibles or self-insurance amounts until RB has procured insurance for the Assets on the Seller's behalf in accordance with Section 13.1, without Agent's prior written consent, which shall not be unreasonably withheld.

13.3 The Agent's Insurance. The Agent shall continue at its cost and expense until the Sale Termination Date, in such amounts as it currently has in effect, all of its liability insurance policies including, as applicable, commercial general liability insurance and umbrella liability insurance covering injuries to persons and property. Prior to the Sale Commencement Date, the Agent shall deliver to the Seller certificates evidencing such insurance setting forth the duration thereof and naming the Seller as additional insured (as its interest may appear), in form and substance reasonably satisfactory to the Seller. During the Sale Term, the Agent shall provide at least thirty (30) days' notice to the Seller prior to any cancellation, non-renewal or material chance of any such insurance policy. In the event of a claim under any such policies the Agent shall be responsible for the payment of all deductibles, retentions or self-insured amounts thereunder, except to the extent that it is finally determined that such liability arose from or is related to an event, occurrence, action or non-action which the Seller is required to indemnify Agent pursuant to Section 14.7, in which cases the Seller shall indemnify the Agent for all such amounts.

13.4 Risk of Loss. Without limiting any other provision of this Agreement, Seller acknowledges that the Agent is conducting the Sale on behalf of the Seller solely in the capacity of an agent, and that in such capacity (i) the Agent shall not be deemed to be in possession or control of the Assets, or of the Seller's employees, and (ii) except as expressly provided in this Agreement, the Agent does not assume any of the Seller's obligations or liabilities with respect to any of the foregoing. Seller and the Agent agree that Seller shall bear all responsibility for liability claims of Seller's customers, employees and other persons relating to the Assets during and after the Sale Term, except to the extent any such claim arises directly from the acts or omissions of the Agent or Agent's gross negligence or willful misconduct (an "Agent Claim"). In the event of any such liability claim other than an Agent Claim, the Seller shall administer such claim and shall present such claim to each Seller's liability insurance carrier in accordance with the Seller's historic policies and procedures, and shall provide a copy of the initial documentation relating to such claim to the Agent. To the

extent that the Seller and the Agent agree that a claim constitutes an Agent Claim, the Agent shall administer such claim and shall present such claim to its liability insurance carrier, and shall provide a copy of the initial documentation relating to such claim to the Seller. In the event that the Seller and the Agent cannot agree whether a claim constitutes an Agent Claim, the parties agree to submit such dispute to the Bankruptcy Court for resolution.

Section 14. Indemnification.

14.1 Survival. Subject to the limitations and other provisions of this Agreement, including, without limitation Section 4.6, the representations and warranties contained herein shall survive the Sale Term and shall remain in full force and effect until the date that is ninety (90) days after the Sale Termination Date. All covenants and agreements of the parties contained herein (other than the covenants set forth in this Section 14) shall survive the Sale Term until the date that is ninety (90) days after the Sale Termination Date or for the period explicitly specified therein. The covenants set forth in this Section 14 shall survive indefinitely. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

14.2 Seller Indemnification. The Seller, on behalf of itself and its successors and assigns, shall defend, indemnify and hold the Agent, its affiliates, and their officers, directors, members, managers, employees, agents, representatives and independent contractors (collectively, "Agent Indemnified Parties") harmless from and against, and agree to pay or cause to be paid to the Agent, all claims, demands, penalties, losses, deficiencies, actions, judgments, interest, awards, fines, costs, expenses, proceedings, liabilities or damages of whatever kind, including, without limitation, reasonable attorneys', accountants', consultants' and engineering fees and expenses and the cost of enforcing a right to indemnification hereunder and the cost of pursuing any insurance providers, but in all instances excluding to the maximum extent not prohibited by law, any right to claim or recover in any legal action or proceeding any special, exemplary or punitive damages (collectively "Damages"), whether directly or indirectly asserted against, resulting from, in connection with, arising from, or related to:

(a) a breach of or any inaccuracy in any of the Seller's representations or warranties contained in any Agency Document to which it is a party, other than items with respect to which the Agent is entitled to seek and obtain an adjustment pursuant to Section 6.4;

(b) a breach of or failure to comply with any of the Seller's agreements or covenants contained in any Agency Document to which it is a party, other than items with respect to which the Agent is entitled to seek and obtain an adjustment pursuant to Section 6.4;

(c) any failure of the Seller to pay to its employees any wages, salaries or benefits determined by the Bankruptcy Court to be due to such employees during the Sale Term;

(d) any consumer warranty or products liability claims relating to the Assets, solely to the extent such claims are covered by insurance in excess of any deductible or self-insured retention amount;

(e) any taxes payable by the Seller, including those arising out of the transactions contemplated by this Agreement that are the obligation of the Seller;

(f) any Damages, liability or other claims asserted by customers, any of any Seller's employees, or any other person against any Agent Indemnified Party (including, without limitation, claims by employees arising under worker's compensation) arising out of, relating to or otherwise in connection with, the Sale and the transactions contemplated hereby, other than Damages required to be indemnified by the Agent pursuant to Section 14.3 hereof;

(g) any environmental and/or hazardous materials claims relating to the Assets, any Seller Location, any Agent Facility if caused by the Assets, and/or the Sale; and

(h) the fraud, gross negligence, unlawful conduct or willful misconduct of the Seller or any of its officers, directors, employees, agents or representatives.

14.3 Agent Indemnification. The Agent, on behalf of itself and its successors and assigns shall indemnify and hold the Seller, its affiliates, and their officers, directors, members, managers, employees, agents, representatives and independent contractors from and against all Damages, whether directly or indirectly asserted against, resulting from, in connection with, arising from, or related to a breach of, failure to comply with, or any inaccuracy in, any of the Agent's agreements, covenants, representations or warranties contained in any Agency Document to which it is a party, or the Agent's gross negligence, unlawful conduct or willful misconduct of the Agent or any of its officers, directors, employees, agents or representatives.

14.4 Limitation of Indemnification. Notwithstanding the foregoing or any other provision of this Agreement, except as provided in Section 14.3 and in the event of the Agent's gross negligence, unlawful conduct or willful misconduct, the Agent shall have no liability to the Seller, and shall have no indemnification obligations hereunder, to the extent relating to or arising out of (i) environmental and/or hazardous materials claims, (ii) any product liability claims by purchasers, subsequent purchasers or users of any Assets sold in the Sale, (iii) any taxes payable by the Seller, including personal property taxes and taxes arising out of the transactions contemplated by this Agreement, or (iv) prior liabilities and proceedings relating to the Assets or any Seller Location. No party shall be entitled to recover more than once for any Damages indemnified pursuant to this Section 14 (including, without limitation, if recovery of such Damages is otherwise provided for in any other provision of this Agreement).

14.5 Costs and Expenses. In the event that any party institutes legal proceedings to enforce any obligations hereunder, then all attorneys' fees and costs actually and reasonably incurred in connection with the prosecution and/or defense of such legal proceedings shall be awarded and paid to the prevailing party in such legal proceeding by the party who does not so prevail. These fees and costs shall be in addition to any fees and costs

recoverable under applicable law or statute. The "prevailing party" is that party whose position is substantially upheld in the ultimate adjudication of the dispute, including any appeals.

14.6 Reserved.

14.7 Procedure for Indemnification for Third Party Claims.

14.8 If the Seller or the Agent believe that it or they may be entitled to indemnification under this Section 14 (the "Indemnified Party"), then the Indemnified Party shall promptly give to the other party providing the indemnification (the "Indemnifying Party") written notice of any claim, suit, proceeding, or matter for which indemnity may be sought, with a copy of such notice to be provided by Seller to the Committee; provided, however, that failure by the Indemnified Party to give such notice shall not relieve the Indemnifying Party from any liability it may have pursuant to this Agreement except to the extent materially prejudiced thereby. Such notice shall set forth in reasonable detail (i) the basis of and facts relating to such claim, (ii) the Sections of this Agreement pursuant to which the claim is made, and (iii) the dollar amount of such claim (to the extent it can be determined). The Indemnifying Party shall have a period of thirty (30) days to respond thereto and the Seller shall provide a copy of such response to the Committee. If the Indemnifying Party does not respond within such thirty (30) day period it shall be deemed to have accepted responsibility for such indemnity and shall reimburse the Indemnified Party accordingly.

(a) Each party shall have the right, at its own option, to be represented by counsel of its choice and to assume the defense or otherwise control the handling of any third party claim, suit, proceeding or matter for which indemnity is sought, as set forth in the notice sent by the Indemnified Party by notifying the Indemnified Party in writing to such effect within thirty (30) days after receipt of such notice. If the Indemnifying Party does not give timely notice in accordance with the preceding sentence, then the Indemnifying Party shall be deemed to have elected not to assume the defense of such claim, suit, proceeding or matter. If the Indemnifying Party assumes the defense or otherwise controls the handling of any claim, suit, proceeding or matter for which indemnity is sought, the Indemnifying Party shall have the right to appeal any decision rendered on such claim, proceeding or matter; *provided, however*, that if the Indemnified Party determines in good faith that there is a reasonable probability that a claim, suit, proceeding or matter may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, then the Indemnified Party may, by notice to the Indemnifying Party, assume the exclusive right to defend, compromise, or settle such claim, suit, proceeding or matter, all at the expense (including costs of investigation and defense and reasonable attorneys' fees) of the Indemnifying Party, but the Indemnifying Party will not be bound by any determination of a claim, suit, proceeding or matter so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld). In the event that Indemnifying Party does not assume the defense or otherwise control the handling of such claim, suit, proceeding or matter, the Indemnified Party may retain counsel to defend such claim, suit, proceeding or matter, and the reasonable attorneys' fees, costs and disbursements, including any other reasonable and customary fees, incurred by the Indemnified Party shall be subject to reimbursement in accordance with the indemnities in this Section 14.

(b) Each party shall cooperate in the defense of any such claim or litigation (and the Indemnifying Party shall discuss its strategies with the Indemnified Party and shall provide drafts of all litigation documents to the Indemnified Party a reasonable period of time prior to the service and/or filing thereof to the extent practicable) and each party shall make available to the other all books and records which are relevant in connection with such claim or litigation. The Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to any matter which does not include a provision whereby the plaintiff or claimant in the matter releases the Indemnified Party from all liability with respect thereto without the written consent of the Indemnified Party.

14.9 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its representatives) or by reason of the fact that the Indemnified Party or any of its representatives knew or should have known that any such representation or warranty is, was or might be inaccurate.

Section 15. Defaults. In the event of the Seller's or the Agent's failure to perform any of their respective material obligations hereunder, which failure shall continue uncured (if possible of being cured) seven (7) Business Days after receipt of written notice thereof to the defaulting party, the non-defaulting party may, in its discretion, elect to terminate this Agreement upon seven (7) Business Days' written notice to the other party, provided that upon such termination by the Agent for an uncured default by the Seller, the Seller shall return the Guaranteed Amount to the Agent minus any Proceeds received by Agent from the Sale. The Seller shall provide to the Committee a copy of any notice of failure to perform obligations hereunder promptly upon issuance or receipt.

Section 16. Further Assurances. From time to time, the Agent and Seller shall, and shall cause their respective affiliates to, (a) execute, acknowledge and deliver all such further conveyances, notices, and such other instruments, and shall take such further commercially reasonable actions, as may be necessary or appropriate to fully and effectively transfer, assign and convey unto a purchaser each Asset and (b)(i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

Section 17. Approval of the Sale. The Seller and the Agent acknowledge that this Agreement and the Sale of the Assets are to be consummated as a "private sale". The Seller agrees to use best efforts to have the Bankruptcy Court approve the Sale of the Assets by the Agent under this Agreement.

Section 18. Leased Equipment Option

18.1 As of the date hereof, the Seller leases certain equipment identified on Exhibit E attached hereto (collectively, the "Leased Equipment") pursuant to those certain lease agreements identified on such exhibit (collectively, the "Leases" and each a "Lease"). At the Seller's option, which option shall be exercised by no later than three (3) Business Days

prior to commencement of the Sale Hearing by delivery of written notice to the Agent, which notice shall be provided by the Seller no less than contemporaneously to the Committee, the Seller may request to include the Leased Equipment in the Sale, subject to the terms and conditions set forth herein (hereinafter, the "Leased Equipment Option"). If such request is accepted by the Agent in its sole discretion, such Leased Equipment shall be included in the Sale and the Agent shall pay to the Seller an additional amount agreed to by the Seller and the Agent within two (2) Business Days of the entry of the Approval Order (such amount, the "Additional Guaranteed Amount"). For the avoidance of doubt, the Additional Guaranteed Amount shall be in addition to, and not in lieu of, the "Guaranteed Amount" set forth in Section 5.1 above and the order, priority and division of proceeds from the sale of the Leased Equipment shall not be subject to the terms set forth in Sections 5.2 and 5.3 above.

18.2 In the event the Seller exercises the Leased Equipment Option and the Agent agrees that such Leased Equipment should be included in the Sale, the Agent shall have until commencement of the Sale Hearing to notify the Seller of any or all of the Leased Equipment that Agent nevertheless does not want to be included in the Sale (the "Excluded Leased Equipment"). There shall be no downward adjustment of the Additional Guaranteed Amount on account of the exclusion of any such Excluded Leased Equipment. Any Leased Equipment not excluded as Excluded Leased Equipment shall be deemed "Included Leased Equipment". The Approval Order shall provide that the counterparties to the Leases for the Included Leased Equipment have consented to inclusion of such assets in the Sale, to the voluntary termination of the Leases associated therewith, to the transfer of title to such assets to the Seller in exchange for payment by the Seller of agreed upon "buyout" amounts or other consideration therefor (the "Buyout Amounts"), and to the right of the Agent to sell such assets free and clear of all Liens. For the avoidance of doubt, Seller shall be solely responsible for payment of any Buyout Amounts or any other amounts owed to counterparties to Leases of Included Leased Equipment and the Agent shall have no responsibility therefor, provided, however, the Seller may direct the Agent to remit a specified portion of the Additional Guaranteed Amount directly to a counterparty to a Lease in lieu of paying such amount to the Seller. The Agent shall not be required to do the foregoing unless and until the counterparty to such Lease shall have executed and delivered bills of sale and other transfer documents, including certificate of titles, in connection with the sale and/or transfer of any of the Included Leased Equipment to Seller pursuant to the terms of this Agreement. In connection with the motion seeking the Approval Order, Seller shall file any motions or notices required or desired by the Agent or the Seller to effectuate this section, which shall be reasonably acceptable to both in form and substance to both the Seller and the Agent.

18.3 Upon the request by Seller to exercise the Leased Equipment Option, and subject to (a) the Seller and the Agent agreeing to the Additional Guaranteed Amount and the order, priority and division of proceeds from the sale of the Leased Equipment and (b) satisfaction of the requirements of this Section 18, the Included Leased Equipment shall be deemed "Assets" under this Agreement. For the avoidance of doubt, by becoming "Assets" hereunder, the Included Leased Equipment shall be subject to Final Inspection and Section 6 hereof.

Section 19. Miscellaneous.

19.1 Notices. All notices and communications provided for pursuant to this Agreement shall be in writing, and sent by hand, by email, facsimile, or a recognized overnight delivery service, as follows:

If to the Agent:

Gordon Brothers Commercial & Industrial, LLC
800 Boylston Street, 27th Floor
Boston, MA 02199
Attention: Robert Himmel
Email: rhimmel@gordonbrothers.com

-and-

Ritchie Bros. Auctioneers (America) Inc.
4000 Pine Lake Road
Lincoln, Nebraska 68516
Attention: Zac Dalton
Email: zdalton@ritchiebros.com with a copy to:
legal@ritchiebros.com

With copies to

Choate, Hall & Stewart LLP
Two International Place
Boston, MA 02110
Attention: Doug Gooding
Fax: (617) 248-5277
Email: dgooding@choate.com

If to Seller:

Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43551
Attention: Stephen D. Hawkins
Frank Pometti
Email: sdhawkin@welded.com
fpometti@alixpartners.com

With copies to:

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Attention: Matthew Lunn
Fax: 302.576.3312
Email: mlunn@ycst.com

If to the Committee: Blank Rome LLP
One Logan Square
130 N. 18th Street
Philadelphia, PA 19103
Attention: Michael Schaedle & John Lucian
Fax: (215) 569-5555
Email: Schaedle@BlankRome.com
Lucian@BlankRome.com

Notices, demands and requests which shall be served in the manner aforesaid shall, except as otherwise provided herein, be deemed to be sufficiently delivered or given for all purposes hereunder (i) in the case of personal delivery or email, upon such delivery, (ii) in case of overnight express delivery, one (1) day after delivery to such delivery service, and (iii) in the case of facsimile, upon sender's receipt of confirmation of proper transmission. By notice complying with the foregoing provisions of this Section 19.1, either party may from time to time change its address for notice purposes, except that any such notice shall not be deemed delivered until actually received. Any notice received on a non-Business Day or after 5:00 p.m. New York time shall be deemed delivered on the following Business Day.

19.2 Governing Law; Venue.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles thereof except where governed by the Bankruptcy Code.

(b) Any action, claim, suit or legal proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be brought solely in the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court). Each party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction, over the Bankruptcy Court) in respect of any action, claim, suit or legal proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court; *provided, however,* that if the Bankruptcy Case is dismissed, any action, claim, suit or legal proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be heard and determined solely in state or federal courts of, and any state appellate court herefrom within, the State of Delaware. Each party hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any such action, claim, suit or legal proceeding, (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with Section 18.1, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by applicable law, any claim that (i) the suit, action or legal proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or legal proceeding is improper or (iii) this Agreement or any other agreement or instrument

contemplated hereby or entered into in connection herewith, or the subject matter hereof or thereof, may not be enforced in or by such courts. Each party agrees that notice or the service of process in any action, claim, suit or legal proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder or thereunder, shall be properly served or delivered if delivered in the manner contemplated by this Section 18.1 (*provided* that nothing herein shall affect the right to effect service of process in any other manner permitted by Delaware law).

(c) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR LEGAL PROCEEDING BETWEEN THE PARTIES HERETO ARISING OUT OF, BASED UPON OR RELATING TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF.

19.3 Entire Agreement. This Agreement and the exhibits and schedules hereto contain the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes and cancels all prior agreements (other than any non-disclosure agreement), including, but not limited to, all proposals, letters of intent or representations, written or oral, with respect thereto.

19.4 Amendments. This Agreement may not be modified except in a written instrument executed by the Seller and the Agent.

19.5 No Waiver. No consent or waiver by any party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party. Failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

19.6 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Agent and Seller, and their respective successors and assigns, including any liquidation agent appointed by the Bankruptcy Court, provided that this Agreement may not be assigned by any party hereto without the prior written consent of the other parties hereto except that this Agreement may be assigned by the Agent to any of its affiliates.

19.7 Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one agreement. This Agreement may be executed by facsimile or electronically and such facsimile or electronic signature shall be treated as an original signature hereunder.

19.8 Section Headings. The headings of sections of this Agreement are inserted for convenience only and shall not be considered for the purpose of determining the meaning or legal effect of any provisions hereof.

19.9 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

19.10 Obligations Joint and Several. All obligations of Welded Construction, L.P. and its affiliated debtors and debtors-in-possession to the Agent hereunder are joint and several and all obligations of GBCI and RB to the Seller hereunder are joint and several.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, Agent and the Seller hereby execute this Agreement by their duly authorized representatives as of the day and year first written above.

AGENT:

GORDON BROTHERS COMMERCIAL & INDUSTRIAL, LLC

By: _____
Name: Robert M. Himmel
Title: Senior Managing Director

RITCHIE BROS. AUCTIONEERS (AMERICA) INC.

By: _____
Name:
Title:

SELLER:

WELDED CONSTRUCTION, L.P. and its affiliated debtors and debtors-in-possession

By: _____
Name:
Title:

IN WITNESS WHEREOF, Agent and the Seller hereby execute this Agreement by their duly authorized representatives as of the day and year first written above.

AGENT:

GORDON BROTHERS COMMERCIAL & INDUSTRIAL, LLC

By: _____
Name: Robert M. Himmel
Title: Senior Managing Director

RITCHIE BROS. AUCTIONEERS (AMERICA) INC.

By: Zachary S. Dalton
Name: Zachary S. Dalton
Title: Director - Finance & Insolvency

SELLER:

WELDED CONSTRUCTION, L.P. and its affiliated debtors and debtors-in-possession

By: _____
Name:
Title:

IN WITNESS WHEREOF, Agent and the Seller hereby execute this Agreement by their duly authorized representatives as of the day and year first written above.

AGENT:

GORDON BROTHERS COMMERCIAL & INDUSTRIAL, LLC

By: _____
Name: Robert M. Himmel
Title: Senior Managing Director

RITCHIE BROS. AUCTIONEERS (AMERICA) INC.

By: _____
Name:
Title:

SELLER:

WELDED CONSTRUCTION, L.P. and its affiliated debtors and debtors-in-possession

By: Frank A Pometti
Name: FRANK A POMETTI
Title: CRO

EXHIBIT A

Assets

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
098	1133-P0001	1986 Cat 594H	96V00828	Caterpillar 594H Crawler Pipelayer	4,174 Hrs
099	1133-P0002 ID: 11-5139	1981 Cat 594H	96V00724	2007 Vanguard hyd conv, hyd cwt	
100	5952	1981 Cat 594H	96V00687	Caterpillar 594H Crawler Pipelayer	3,061 Hrs
101	5951	1981 Cat 594H	96V00686		3,942 Hrs
102	5950	1981 Cat 594H	96V00685		3,593 Hrs
103	5944	1979 Cat 594H	96V00563	2006 Vanguard hyd conv	4,279 Hrs
104	5945	1979 Cat 594H	96V00562		5,840 Hrs
105	5946	1978 Cat 594H	96V00405		7,204 Hrs
106	5135	1978 Cat 594H	96V00308		7,005 Hrs
107	1165795	1978 Cat 594H	96V00297		
108	5138	1977 Cat 594H	96V00270		
109	1163239 ID: 11-5084	1977 Cat 594H	96V00258	2007 Vanguard hyd conv, hyd cwt	1,953 Hrs
110	1133-P0003	1976 Cat 594H	96V00240		3,646 Hrs
111	5112	1975 Cat 594H	96V00156		2,975 Hrs
112	1133-P0004	1975 Cat 594H	96V00126		4,593 Hrs
113	5941	1975 Cat 594	62H00864		1,695 Hrs
114	5940	1974 Cat 594	62H00862		2,605 Hrs
115	1136575	1974 Cat 594	62H00858		629 Hrs
116	5942	1974 Cat 594	62H00846	2017 Vanguard hyd conversion, just finished eng overhaul & new brakes	18 Hrs
117	5943	1974 Cat 594	62H00844		561 Hrs
118	5947	1974 Cat 594	62H00832		3,024 Hrs
119	5948	1974 Cat 594	62H00831	2016 Vanguard Hyd Conversion, Process of eng overhaul, price as is with need to finish	
120	5949	1974 Cat 594	62H00828		
121	1164700	1974 Cat 594	62H00823		1,418 Hrs
122	5137	1974 Cat 594	62H00642		1,746 Hrs
123	1133-P0005	1973 Cat 594	62H00489		3,742 Hrs
124	1165430	1972 Cat 594	62H00308		2,152 Hrs
125	1165065	1972 Cat 594	62H00305		6,355 Hrs
126	5136	1968 Cat 594	62H00038		
127	W13-8004	2012 Cat D8T	MLN00641	A/C, diff steer, aux hyd, cnv hrs dead next service due 1281 hrs	
128	W138003	2011 Cat D8T	KPZ03863	A/dozer, A/C cab, Allied W12E winch	
129	W138002	2011 Cat D8T	KPZ03862	Caterpillar D8T Crawler Tractor - Ripper	1,984 Hrs
130	37196	2010 Cat 572R	DSC00537	Caterpillar 572R Series II Crawler Pipelayer	
131	37561 ID: 11-2002	2009 Cat 572R	DSC00484	hyd cwt, Pullmaster draw works	
132	36831	2008 Cat 572R	DSC00478		
133	5744	2007 Cat 572R	DSC00337		2,908 Hrs
134	5743	2007 Cat 572R	DSC00336		3,165 Hrs
135	5742	2007 Cat 572R	DSC00335		3,317 Hrs
136	5741	2007 Cat 572R	DSC00334	20 ft boom, FTC, hyd cwt,26 in. SBG	2,375 Hrs
137	5839	1980 Cat 583K	78V00962	2017 Vanguard 583K hyd conv, hyd cwt	696 Hrs
138	5838	1980 Cat 583K	78V00951	w/2017 Vanguard 583K HydCrawler, hyd drawworks, hyd cwt, 30 in. SBG, meter shows 2661 hours, hyd conversion s/n 0172, did not see boom	2,580 Hrs
139	1132558 ID: 11-5000	1980 Cat 583K	78V00910	2017 Vanguard 583K hyd conv, hyd cwt	2,668 Hrs

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
140	5846	1978 Cat 583K	78V00877	2017 Vanguard 583K hyd conv, hyd cwt	6,769 Hrs
141	5847	1978 Cat 583K	78V00876	Vanguard hyd conv, hyd cwt	3,559 Hrs
142	5854	1978 Cat 583K	78V00750	2017 Vanguaurd 583K hyd conv, hyd cwt, Hyster W12D winch	
143	5848	1978 Cat 583K	78V00681	2017 Vanguard hyd conversion, hyd cwt	2,147 Hrs
144	5837	1977 Cat 583K	78V00615	Vanguard hyd conv	968 Hrs
145	5855	1975 Cat 583K	78V00485	2016 Vanguard 583K Hyd Conversion, hyd cwt	2,157 Hrs
146	5856	1975 Cat 583K	78V00454	hrs rd 190 now, Vanguard hyd conv, hyd cwt	2,952 Hrs
147	5840	1975 Cat 583K	78V00424	2016 Vanguard 583K Hyd Conversion, hyd cwt	2,816 Hrs
148	5836	1975 Cat 583K	78V00422	hyd conversion - cnv type tag painted over	1,863 Hrs
149	5835	1975 Cat 583K	78V00420	Vanguard 583K hyd conv, hyd cwt, oil leak @ head/exhaust needs repaired	2,723 Hrs
150	3807	1981 Cat D8K 583M	77V17482	crawler w/winch	
151	W137002	2010 Cat D7R LGP	ABJ01728	A/dozer, A/C cab, diff steer, Allied W8L winch	
152	W137001	2009 Cat D7R LGP	ABJ01704	Allied W8L winch	
153	5851	1972 Cat 583H	61A00754	mechanical, hyd cwt	
154	5843	1968 Cat 583H	61A00464	Vanguard hyd conv	2,737 Hrs
155	5833	1968 Cat 583H	61A00417	mechanical, hyd cwt	
156	5832	1968 Cat 583H	61A00415	Vanguard hyd conv, hyd cwt	2,829 Hrs
157	5831_11-5001	1967 Cat 583H	61A00358	Vanguard hyd conv, hyd cwt	2,760 Hrs
158	5830	1967 Cat 583H	61A00354	mechanical, hyd cwt	
159	5850	1967 Cat 583H	61A00294	Vanguard hyd conv	2,959 Hrs
160	5834	1967 Cat 583H	61A00292	Vanguard hyd conv	1,720 Hrs
161	5844	1966 Cat 583H	61A00180	hyd conversion - cnv type tag painted over	2,141 Hrs
162	5857	1960 Cat 583H	61A00050		1,088 Hrs
163	W138001	2008 Cat D8T	KPZ02774	A/dozer, A/C cab, Allied W12E winch, aux hyd	
164	W20-1000	2012 Cat 953D	LBP01477	Tac tractor, with A/C Cab, welder, front mounted crane	
165	W20-1001	2012 Cat 953D	LBP01473	Tac tractor, with A/C Cab, welder, front mounted crane	
166	W321000	2017 Peterbilt 337	2NP2HM6X4HM420042	Peterbilt 337 Single Axle Service Truck w/ Curry Supply Body	
167	W13-6002	2012 Cat D6T LGP	ZJB00515	Caterpillar D6T LGP Crawler Tractor - Winch	3,022 Hrs
168	W13-6003	2012 Cat D6T LGP	ZJB00517	Caterpillar D6T LGP Crawler Tractor - Winch	3,228 Hrs
169	9607	CRC PB	PB42-60	CRC PB 32-42" Pipe Bending Machine	
170	9614	2008 CRC PB	PB42-95	CRC PB 32-42" Pipe Bending Machine	
171	9615	2008 CRC PB	PB42-99	CRC PB 32-42" Pipe Bending Machine	
172	9616	2008 CRC PB	PB42-97	CRC PB 32-42" Pipe Bending Machine	
173	9503	CRC PB	623	CRC PB 32-42" Pipe Bending Machine, 16 IN. - 42 IN. HORIZONTAL, 16 IN. - 42 IN. HORIZONTAL,4 in. hex	692 Hrs
174	W9501	CRC PB	560T	CRC PB 30-42" Pipe Bending Machine	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
175	W13-6001	2011 Cat D6T LGP	KSB00283	6 way dozer, A/C cab, diff steer, cwt, plumbed for ripper, SystemOne U/C,36 in. SBG	4,765 Hrs
176	39-1000	2016 Mack GU713	1M2AX07C3GM025361	Mack GU713 Tri Axle Roll Off Tractor, 12.7L L6 Diesel, Allison Auto, F-20,000, R-46,000	
177	39-1001	2016 Mack GU713	1M2AX07C1GM024970	MP8-455M, 455 hp, DEF, Allison A/T, 274 in. WB, spring susp, air lift 3rd axle, 18000 lb frt, 46000 lb rears, alum whls, Galbreath U75EX174 75000 lb 20 ft rolloff	
178	W181003	Michael Byrne D42-700	7111	42" Boring Machine	
179	9506	Magnum	97137	Magnum Hydraulic Cradle Boring Machine	
180	18-1000	Magnum	SER05121	Hydraulic Cradle Boring Machine, 4 cyl, GM diesel, winch, 2 blocks	
181	18-1002	Michael Byrne	5538-IT4	Michael Byrne 42" Boring Machine	
182	17-1002	2016 CRC PB	PB20-556C	CRC PB 6-20" Pipe Bending Machine	
183	17-1001	2016 Darby	11197	Darby 6-20" Pipe Bending Machine	
184	4642	Vanguard CPW125-4	CA00600081	Vanguard CPW125-4 Welder w/ air compressor	
185	4401	Vanguard CPW125-4	CA00600051	Vanguard CPW125-4 Welder w/ air compressor	
186	4402	Vanguard CPW125-4	CA00600092	Vanguard CPW125-4 Welder w/ air compressor	
187	4403	Vanguard CPW125-4	CA00600093	Vanguard CPW125-4 Welder w/ air compressor	
188	4404	Vanguard CPW125-4	CA00600094	Vanguard CPW125-4 Welder w/ air compressor	
189	4405	Vanguard CPW125-4	CA00600095	Vanguard CPW125-4 Welder w/ air compressor	
190	4406	Vanguard CPW125-4	CA00600105	Vanguard CPW125-4 Welder w/ air compressor	
191	4407	Vanguard CPW125-4	CA00600106	Vanguard CPW125-4 Welder w/ air compressor	
192	4408	Vanguard CPW125-4	CA00600107	Vanguard CPW125-4 Welder w/ air compressor	
193	4643	Vanguard CPW125-4	CA00600167	Vanguard CPW125-4 Welder w/ air compressor	
194	30-4004	2017 Trail King	1TKJ05032HM113134	Trail King 55 Ton Detach Gooseneck Trailer w/Flip Axle	
195	30-4005	2017 Trail King	1TKJ05036HM113136	A/R susp, hyd detach neck, non-ground bearing, 22 ft x 8 ft 6 in. deck, plumbed for booster	
196	30-4006	2017 Trail King	1TKJ05038HM113140	non-ground bearing, hyd detach neck, air lift 3rd, pin on 4th	
197	30-4007	2017 Trail King	1TKJ0503XHM113138	A/R susp, hyd detach neck, non-ground bearing, 22 ft x 8 ft 6 in. deck, plumbed for booster	
198	30-4008	2017 Trail King	1TKJ05031HM113142	A/R susp, hyd detach neck, non-ground bearing, 22 ft x 8 ft 6 in. deck, plumbed for booster	

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Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
199	30-4009	2017 Trail King	1TKJ05038HM113140	55 Ton Detach Gooseneck Trailer w/Flip Axle, a/r susp	
200	W303000	2013 Peterbilt 389	1NPXGGGG6D196324		
201	W9505	American	NG60-1201110207	American Auger 60" Boring Machine	
202	W171000	CRC PB	PB-30-236C	CRC PB 16-30" Pipe Bending Machine	
203	9622	CRC PB	K2621230-R	CRC PB 16-30" Pipe Bending Machine	
204	9508	CRC PB	693T	CRC PB 16-30" Pipe Bending Machine, 4 cyl Perkins, Rufnek winch, block	
205	4472	1985 Cat D6D	04X10096	Midwestern M562C hyd conv, hyd cwt	1,987 Hrs
206	4473	1985 Cat D6D	04X10486	Midwestern M562C hyd conv, hyd cwt	10,687 Hrs
207	4471	1984 Cat D6D	04X09656	Midwestern M562C hyd conv, hyd cwt	738 Hrs
208	4475	1984 Cat D6D	20X04307	Midwestern M562C hyd conv, hyd cwt, 20 ft boom	
209	4469	1980 Cat D6D	04X06087	Midwestern M562C hyd conv, hyd cwt	673 Hrs
210	4470	1980 Cat D6D	04X06122	Midwestern M562C hyd conv, hyd cwt	
211	4474	1980 Cat D6D	20X02735	Midwestern M562C hyd conv, hyd cwt	6,163 Hrs
212	4476	1979 Cat D6D	31X1080	Midwestern M562C hyd conv, hyd cwt	1,913 Hrs
213	4467	1978 Cat D6D	04X02453	Midwestern M562C hyd conv, hyd cwt	1,332 Hrs
214	4468	1978 Cat D6D	04X03873	Midwestern M562C hyd conv, hyd cwt	3,318 Hrs
215	831	2007 Peterbilt 335	2NPLHD7XX7M738751	Peterbilt 335 Single Axle Lube Truck, 7.2L L6 Diesel, Eaton 8 sp, F-12,000, R-21,000	128,535
216	832	2007 Peterbilt 335	2NPLHD7X17M738752	Peterbilt 335 Single Axle Lube Truck, 7.2L L6 Diesel, Eaton 8 sp, F-12,000, R-21,000	128,599
217	9502	Michael Byrne	5690635	Michael Byrne 48" Boring Macine	
218	W183001	American Auger	CNV	American Auger 42" Disc Cutter	
219	WR05121	Robbins	SBU24-35-946	Robbins 42" SBU Disc Cutter Boring Head	
220	30-4010	2017 Talbert	40FSK5235H1035949	non-ground bearing, hyd detach neck, a/r susp, air lift 3rd, pin on 4th	
221	9314	2007 Case MX 245	Z7RZ05110	Case MX 245 MFWD Tractor, A/C cab, reverser, 3 point hitch, 540/1080 PTO, Ag hitch, 4 aux hyd outputs, *No rears on duals during inspection	
222	9513	American Auger	CNV	American Auger 54" Boring Machine	
223	9505	American Auger	541MGHDS069102	American Auger 54" Boring Machine	
224	9311	2007 Case IH Magnum 215	Z7RZ03200	Case IH Magnum 215 MFWD Tractor	
225	749	2008 Ford F750	3FRXF75E28V681343	Ford F-750 Single Axle Lube Truck, 5.9L L6 Diesel, Allison Auto, F-12,000, R-21,000	27,110
226	750	2008 Ford F750	3FRXF75E08V681342	Ford F-750 Single Axle Lube Truck, 5.9L L6 Diesel, Allison Auto, F-12,000, R-21,000	
227	W183003	Robbins	SBU36	Robbins 36" SBU Disc Cutter Boring Head	
228	9514	Grundoram Goliath	105546	Grundoram Goliath Road Boring Hammer	
229	9512	Grundoram Goliath	RF4504446252	Grundoram Goliath Road Boring Hammer	

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Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
230	9511	Grundoram Goliath	RF4508476196	Grundoram Goliath Road Boring Hammer	
231	9507	Grundoram Goliath	KF35030976345	Grundoram Goliath Road Boring Hammer	
232	W9518	Grundoram Goliath	RF4504496255	Grundoram Goliath Road Boring Hammer	
233	9313	2007 New Holland TG275	27RW03776WC98	New Holland TG 275 MFWD Tractor, A/C cab, reverser, front weights, front wheel spacers, rear wheel weights, 3 point hitch, ag hitch, 1080 PTO, 4 hyd outputs,	
234	9613	CRC PB	364	CRC PB 6-20" Pipe Bending Machine	
235	9621	CRC PB	PB20-494C	CRC PB 6-20"Pipe Bending Machine	
236	58-1000	2016 Lift Technologies LT30	LT30000103	Lift Technologies Vacuum Lift LT30	
237	58-1001	2016 Lift Technologies LT30	LT30000105	Lift Technologies Vacuum Lift LT30	
238	58-1002	2016 Lift Technologies LT30	LT30000106	Lift Technologies Vacuum Lift LT30	
239	911	2007 Peterbilt 379	1XP5DBEX67N693535	Peterbilt 379 Tri-Axle Heavy Haul Truck Tractor, 14.6L L6 Diesel	469,176
240	912	2007 Kenworth W900	1XKWPBTXX7J205943	Kenworth W900 Tri Axle Heavy Haul Truck Tractor, 14.6 L L6 Diesel, Eaton 8 sp, F-13,200, R-23,000	309,536
241	913	2007 Kenworth W900	1XKWPBTX17J205944	Kenworth W900 Tri Axle Heavy Haul Truck Tractor, 14.6 L L6 Diesel, Eaton 8 sp, F-13,200, R-23,000	83,805
242	914	2007 Kenworth W900	1XKWPBTX37J205945	Kenworth W900 Tri Axle Heavy Haul Truck Tractor, 14.6 L L6 Diesel, Eaton 8 sp, F-13,200, R-23,000	352,279
243	30-4001	2014 Talbert	40FSK5300E1033333	non-ground bearing, hyd detach neck, a/r susp, air lift 3rd, plumbed for booster	
244	30-4002	2014 Talbert	40FSK5302E1033334	Talbert 55 Ton Lowboy Trailer, w/ Flip Axle, Tri axle, 28ft deck, detach, A/R susp, mixed, 255/70R22.5	
245	W181001	Michael Byrne D36-500C	1101	Michael Byrne D36-500C 36" Boring Machine	
246	W183000	Robbins	SBU30-22-647	Robbins 30" SBU Disc Cutter Boring Head	
247	3808	1981 Cat D8K	77V17675	Caterpillar D8K Crawler Tractor w/winch	1,366 Hrs
248	3812	1981 Cat D8K	77V17924	Caterpillar D8K Crawler Tractor w/winch	
249	3820	1981 Cat D8K	77V16055	Caterpillar D8K Crawler Tractor w/winch	
250	833	2007 Peterbilt 357	1NPALU0X47N695413	Peterbilt 357 22.5 Ton Boom Truck	112,530
251	834	2007 Peterbilt 357	1NPALU0X67N695414	Peterbilt 357 22.5 Ton Boom Truck	145,693

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/MI/KM
252	10024	Cat H160CS	BXF00425	Caterpillar H160CS Hydraulic Hammer	
253	51-1000	Cat H160CS	BFB03059	Caterpillar H160CS Hydraulic Hammer	
254	6941	Godwin HL250	3ER07742	Godwin HL250 12" Dri-Prime Lowhead Pump	
255	829	2006 Kenworth T800	1NKDLU0X86J108445	Kenworth T-800 Tandem Axle Fuel Truck, 12.0L L6 Diesel, 8 sp, 66,000 GVWR	185,676
256	830	2006 Kenworth T800	1NKDLU0X66J108444	Kenworth T-800 Tandem Axle Fuel Truck, 12.0L L6 Diesel, 8 sp, 66,000 GVWR	243,692
257	W183002	Robbins	SBU24-47-704	Robbins 24" SBU Disc Cutter Boring Head	
258	836	2007 International 5900I	1HSXRSBT37J524715	International 5900I Tandem-Axle Flatbed Truck	94,836
259	837	2007 International 5900I	1HSXRSBT17J524700	International 5900I Tandem-Axle Flatbed Truck, 12.5 L L6 Diesel, Allison Auto, F-20,000, R-23,000	84,430
260	838	2007 International 5900I	1HSXRSBT47J524710	International 5900I Tandem-Axle Flatbed Truck	116,792
261	839	2007 International 5900I	1HSXRSBTX7J524713	International 5900I Tandem-Axle Water Truck, 12.5 L L6 Diesel, Allison Auto, F-20,000, R-23,000	138,085
262	840	2007 International 5900I	1HSXRSBT17J524714	International 5900I Tandem-Axle Flatbed Truck	125,909
263	4466	1984 Caterpillar. D6D	04X09381	Caterpillar. D6D Tack Tractor	7,335 Hrs
264	3614	1981 Caterpillar. D6D	04X07917	Caterpillar. D6D Wide Track/winch; Vanguard 125-4 Welder	8 Hrs
265	4465	1980 Caterpillar. D6D	04X06123	Caterpillar. D6D Tack Tractor	5,315 Hrs
266	4486	1978 Cat D6D	03X00612	Caterpillar D6D Tack Tractor	
267	3602	1973 Cat D6C	10K9534	Caterpillar D6C Vangard 125-4 Conversion Welding Tractor	
268	998	2006 Mack CV713	1M2AG10C56M040183	Mack CV713 Granite Tandem Axle 4,000 Gallon Water Truck, 12.oL L6 Diesel, Eaton 8 sp	209,372
269	1189	2008 Trail King	1TKJ0493X8M046148	non-ground bearing, hyd detach neck, air lift 3rd, plumbed for booster	
270	1180	2007 Trail King	1TKJ0533X7M088915	non-ground bearing, hyd detach neck, air lift 3rd, plumbed for booster	
271	1181	2007 Trail King	1TKJ053317M118917	non-ground bearing, hyd detach neck, a/r susp, air lift 3rd, pin on 4th	
272	1185	2007 Trail King	1TKJ050357M129231	non-ground bearing, hyd detach neck, a/r susp, air lift 3rd, plumbed for booster	
273	1186	2007 Trail King	5LKL5135871026427	scissorneck, a/r susp, plumbed for booster	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
274	1187	2007 Trail King	5LKL5135171026429	Terex/Load King scissor neck lowboy, 50 ton, Tri Axle, 24ft Deck, 9ft neck, A/R susp, mixed, 255/70R22.5, **Has flip axle, owner ID: 1187A, Model: FL201, S/N: 5LKF1411571026430	
275	1183	2007 Trail King TK110HDG-503	1TKJ050337M129227	Trail King 50 Ton Tri-Axle Lowboy w/4th Flip Axle	
276	1184	2007 Trail King	1TKJ050377M129229	A/R susp, hyd detach neck, non-ground bearing, 22 ft x 8 ft 6 in. deck, plumbed for booster	
277	9887	Vacuworx RC-12	RC1200036	Vacuworx RC-12 Pipe Vacu-Lift	
278	W181004	American Auger	36BM6000298298	American Auger 36" Boring Machine	
279	5725	1966 Cat 572E	65A00179	mechanical, hyd cwt	488 Hrs
280	5727	1967 Cat 572E	65A00302	mechanical, hyd cwt	866 Hrs
281	5712	1977 Cat 571G	16W00325	Caterpillar 571G Crawler Pipelayer	1,168 Hrs
282	5714	1974 Cat 571F	95N00256	Caterpillar 571F Crawler Pipelayer	1,285 Hrs
283	5717	1973 Cat 571F	95N00195	Caterpillar 571F Crawler Pipelayer	81 Hrs
284	5715	1968 Cat 571	64A00248	Caterpillar 571 Crawler Pipelayer	147 Hrs
285	5710	1967 Cat 571	64A00193	mechanical	184 Hrs
286	56-1000	2006 Case MXU115	ACP271880 - cnv	Case MXU115 MFWD Tractor, reverser, 3 point hitch, draw bar, 540/1080 PTO, 3 hyd outputs,	
287	W11150	Vacuworx RC10	VG210157	Vacuworx RC10 Pipe Lifting Vac	
288	W12790	Vacuworx RC10	VG210274	Vacuworx RC10 Pipe Lifting Vac	
289	W9824	Vacuworx RC10	RC1000009	Vacuworx RC10 Pipe Lifting Vac	
290	9888	Vacuworx RC10	RC1000087	Vacuworx RC-10 Pipe Vacu-Lift	
291	9889	Vacuworx RC10	RC1000088	Vacuworx RC-10 Pipe Vacu-Lift	
292	9890	Vacuworx RC10	RC1000089	Vacuworx RC-10 Pipe Vacu-Lift	
293	51-1009	Paccar H140	801244	Paccar H140 D8 Winch D8 - Rebuilt	
294	9977	Cat H140DS	BXB00465	Caterpillar H140DS Hydraulic Hammer	
295	10009	Catarpillar H140DS	BXB0336	Catarpillar H140DS Hydraulic Hammer	
296	W511014	2017 Anvil HC4-10-UW	HC-2303	Anvil HC4-100-UW Hydraulic Clamshell Bucket	
297	W511015	2017 Anvil HC4-10-UW	HC-2304	Anvil HC4-100-UW Hydraulic Clamshell Bucket	
298	W511012	Allied	AW12EE751218C74ZZ	Allied Winch Fits 583 or D8T	
299	843	2005 Sterling 4000	2FZHATDC45AV09119	Sterling 4000 Gallon T/A Water Truck, Eaton 10 sp	81,979
300	W1194	2008 Etnyre	1E93005828E111269	Etnyre 55 Ton Tri-Axle Detachable Neck Lowboy Trailer, 25ft deck, A/R susp, mixed, 255/70R22.5, **C/W Etnyre flip axle, model: ARD105, SN: 1E9300589SE111270	
301	1188	2007 Load King	5LKL5135X71026431	Load King 50 Ton Tri-Axle Lowboy, 24ft deck, 9ft neck, A/R susp, **No flip on this unit upon inspection	
302	6907	Peerless	376565	Peerless Pump	
303	W6945	Peerless 5TUT16N3	720655	Peerless 5TUT16N3 Highhead Pump	
304	W6902	Peerless 5TUT16B	701046	Peerless 5TUT16B 6" Highhead Pump	
305	6919	Peerless 5TUT16	356120	Peerless 5TUT16 Highhead Pump	
306	6920	Peerless 5TUT16	594752	Peerless 5TUT16 Highhead Pump	

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Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
307	6916	Gorman Rupp 8	6J212	Gorman-Rupp 8" Water Pump	
308	6921	Gorman Rupp 8	1252964	Gorman-Rupp 8" Water Pump	
309	54-8000	Godwin CD200M	16MPF0512ED070459	Godwin CD200M 8" Dri-Prime Pump	
310	54-8001	Godwin CD200M	16MPF0518ED070465	Godwin CD200M 8" Dri-Prime Pump	
311	54-8002	Godwin CD200M	16MPF051XED070466	Godwin CD200M 8" Dri-Prime Pump, 8 In. Self-Priming Portable pump s/n 1361409201,John Deere 4054TF290, 2014 MGS trailer	
312	54-8003	Godwin	1062109/20	Godwin 8" Skid Mounted Fill Pump	
313	W10016	2006 Morooka IHI	CA000283	cab, Auto Crane 6406H 3 sec crane, Sullair 375 air comp (8063), (2) Marco blast pots, 12 ft flatbed, rubber tracks	
314	W10017	2006 Morooka IHI	CA000321	Sullair 185 air comp (8006), 10 ft flatbed, rubber tracks	
315	W10018	2006 IHI IC70-2	CA000323	Morooka IHI Rubber Track Flat Bed All Terrain Vehicle w/Finn B70 straw blower welded to deck	
316	10012	2006 Cat TH560B	SLG01661	Caterpillar TH560B Telescopic Forklift	5,662 Hrs
317	33-1000	2017 Manac	5MC124817H5166047	48 ft, sliding spring susp	
318	33-1001	2017 Manac	5MC124819H5166048	Manac 48' Steel Flatbed Trailer	
319	33-1002	2017 Manac	5MC124810H5166049	48 ft, sliding spring susp	
320	33-1003	2017 Manac 10248K011F	5MC124817H5166050	Manac 48' Steel Flatbed Trailer	
321	33-1004	2017 Manac	5MC124819H5166051	Manac 48' Steel Flatbed Trailer	
322	33-1005	2017 Manac 10248K011F	5MC124810H5166052	Manac 48' Steel Flatbed Trailer	
323	33-1006	2017 Manac	5MC124812H5166053	48 ft, sliding spring susp	
324	33-1007	2017 Manac	5MC124814H5166054	Manac 48' Steel Flatbed Trailer	
325	1394	2007 Trail King	1TKB048237W040501	11' top deck, a/r susp	
326	1395	2007 Trail King	1TKB048237W040502	11' top deck, a/r susp	
327	1396	2007 Trail King	1TKB048237W040503	11' top deck, a/r susp	
328	1397	2007 Trail King	1TKB048297W040504	a/r susp	
329	1398	2007 Trail King	1TKB048207W040505	Trail King Step Deck Trailer, 25 ton, 48ft, T/A, A/R susp, mixed, 255/70R22.5, 11ft top deck, 37ft deck	
330	1317	2009 Trail King	1TKC028239B077146	Trail King 20 Ton T/A Flatbed Trailer,20 Ton 28 Ft x 8 ft 6 in. T/A Tilt Deck,pintle hitch,215/75R17.5	
331	35-1004	2016 Sunbelt	4S9SU4024GL188106	Sunbelt Steerable Pole Trailer	
332	35-1005	2016 Sunbelt	4S9SU4026GL188107	extendable, steerable, spring susp	
333	35-1006	2016 Sunbelt	4S9SU4028GL188108	Sunbelt Steerable Pole Trailer	
334	35-1007	2016 Sunbelt	4S9SU402XGL188109	Sunbelt Steerable Pole Trailer, 43ft, T/A, extendable, steerable, spring susp, mixed, 11R24.5	
335	35-1008	2016 Sunbelt	4S9SU4026GL188110	Sunbelt Steerable Pole Trailer, 43ft, T/A, extendable, steerable, spring susp, mixed, 11R24.5	
336	35-1009	2016 Sunbelt	4S9SU4028GL188111	Sunbelt Steerable Pole Trailer, 43ft, T/A, extendable, steerable, spring susp, mixed, 11R24.5	
337	35-1010	2016 Sunbelt	4S9SU402XGL188112	extendable, steerable, spring susp	
338	10015	Cat H160	BXP00184	Caterpillar H160 Hydraulic Hammer	
339	10014	Cat H140DS	BXB00467	Caterpillar H140DS Hydraulic Hammer	

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Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
340	9863	Cat H140CS	BED03068	Caterpillar H140CS Hydraulic Hammer	
341	W9886	2004 Cat TH560B	SLG00683	Caterpillar TH560B Telescopic Forklift	
342	W261000	2006 Peterbilt	2NPLLD9X16M892694	Peterbilt Tri Axle Dump Truck	252,430
343	35-1011	2016 Sunbelt	4S9SU4021GL188113	Pole Trailer, 43ft, T/A, extendable, steerable, spring susp, mixed, 11R24.5	
344	35-1012	2016 Sunbelt	4S9SU4023GL188114	Pole Trailer, 43ft, T/A, extendable, steerable, spring susp, mixed, 11R24.5	
345	35-1013	2016 Sunbelt	4S9SU4027GL188116	extendable, steerable, spring susp	
346	35-1014	2016 Sunbelt	4S9SU4029GL188117	extendable, steerable, spring susp	
347	35-1015	2016 Sunbelt	4S9SU4020GL188118	Sunbelt Steerable Pole Trailer	
348	35-1016	2016 Sunbelt	4S9SU4022GL188119	extendable, steerable, spring susp	
349	35-1017	2016 Sunbelt	4S9SU4024GL188123	Pole Trailer, 43ft, T/A, extendable, steerable, spring susp, mixed, 11R24.5	
350	35-1018	2016 Sunbelt	4S9SU4026GL188124	Pole Trailer, 43ft, T/A, extendable, steerable, spring susp, mixed, 11R24.5	
351	35-1019	2016 Sunbelt	4S9SU4028GL188125	extendable, steerable, spring susp	
352	4615	Pipe Machines	28-3807	28-38 Pipe Facing Machine	
353	4616	Pipe Machines	28-3809	28-38 Pipe Facing Machine	
354	10013	2005 Cat TH360B	SLE03314	Caterpillar TH360B Telescopic Forklift	
355	18-3006	2016 Sunflower	S12120FZ100001	Sunflower 18' Disc	
356	742	2009 International 4300	1HTMMAANX9H076154	International 4300 Single Axle Flatbed Truck, 7.6L L6 Diesel, Automatic, F-11,000, R-21,900, 175" bed, Salt Dog Spreader	41,030
357	743	2009 International 4300	1HTMMAAN19H076155	International 4300 Single Axle Flatbed Truck, 7.6L L6 Diesel, Automatic, F-11,000, R-21,900, 175" bed	108,766
358	744	2009 International 4300	1HTMMAAN39H076156	International 4300 Single Axle Flatbed Truck, 7.6L L6 Diesel, Automatic, F-11,000, R-21,900, 175" bed	54,162
359	745	2009 International 4300	1HTMMAAN59H076157	International 4300 Single Axle Flatbed Truck, 7.6L L6 Diesel, Automatic, F-11,000, R-21,900, 175" bed	64,923
360	746	2009 International 4300	1HTMMAAN79H076158	International 4300 Single Axle Flatbed Dump Truck	88,079
361	747	2009 International 4300	1HTMMAAN99H076159	International 4300 Single Axle Flatbed Truck, 7.6L L6 Diesel, Automatic, F-11,000, R-21,900, 175" bed	43,467
362	26-1001	2008 International 4300	1HTMMAAN68H574446	International 4300 Single Axle Flatbed Truck, 7.6L L6 Diesel, Allison Auto, F-12,000, R-21,000, 168" bed	184,192
363	26-1002	2008 International 4300	1HTMMAAN88H645968	MaxxForce DT, Allison A/T, 14 ft bed	
364	26-1003	2008 International 4300	1HTMMAAN98H645946	International 4300 Single Axle Flatbed Dump Truck	
365	27-2001	2000 Mack RD688S	1M2P267YXYM054316	Mack RD688S Fuel Truck, 12.0L L6 Diesel, Allison 8 sp	286,082
366	35-1020	2016 Sunbelt	4S9SU4021GL188127	extendable, steerable, spring susp	
367	35-1021	2016 Sunbelt	4S9SU4023GL188128	Pole Trailer, 43ft, T/A, extendable, steerable, spring susp, mixed, 11R24.5	

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Item #	Unit Number	Description	S/N	Features	Hr/MI/KM
368	35-1001	2015 Sunbelt	4S9SU4028FL188091	Pole Trailer, 43ft, T/A, extendable, steerable, spring susp, mixed, 11R24.5	
369	35-1002	2015 Sunbelt	4S9SU402XFL188092	extendable, steerable, spring susp	
370	35-1003	2015 Sunbelt	4S9SU4023FL188094	extendable, steerable, spring susp	
371	W1396	2007 Trail King	1TKB048277W040503	Trailking 48' Stepdeck T/A Trailer	
372	1229	2008 Deloupe	2D9KD40B281004036	extendable, steerable, spring susp	
373	1230	2008 Deloupe	2D9KD40B481004037	Pole Trailer, 40ft, T/A, steerable, extendable, A/R susp, mixed, 11R22.5	
374	10032	Michael Byrne	CNV	Michael Byrne Roller Cone	
375	W521000	2017 Miller Pipe Pro 400	MH380142R	Miller Pipe Pro 400 Welder	
376	W521001	2017 Miller Pipe Pro 400	MH400958R	Miller Pipe Pro 400 Welder	
377	W521002	2017 Miller Pipe Pro 400	MH380151R	Miller Pipe Pro 400 Welder	
378	W521003	2017 Miller Pipe Pro 400	MH270368R	Miller Pipe Pro 400 Welder	
379	W521004	2017 Miller Pipe Pro 400	MH270370R	Miller Pipe Pro 400 Welder	
380	W521005	2017 Miller Pipe Pro 400	MH270389R	Miller Pipe Pro 400 Welder	
381	W521006	2017 Miller Pipe Pro 400	MH280060R	Miller Pipe Pro 400 Welder	
382	W521007	2017 Miller Pipe Pro 400	MH370115R	Miller Pipe Pro 400 Welder	
383	W521008	2017 Miller Pipe Pro 400	MH381405R	Miller Pipe Pro 400 Welder	
384	W521009	2017 Miller Pipe Pro 400	MH380143R	Miller Pipe Pro 400 Welder	
385	W521010	2017 Miller Pipe Pro 400	MH380140R	Miller Pipe Pro 400 Welder	
386	W521026	2017 Miller Pipe Pro 400	MH401055R	Miller Pipe Pro 400 Welder	
387	W521027	2017 Miller Pipe Pro 400	MH380150R	Miller Pipe Pro 400 Welder	
388	W521011	2017 Miller Pipe Pro 400	MH400662R	Miller Pipe Pro 400 Welder	
389	W521012	2017 Miller Pipe Pro 400	MH400663R	Miller Pipe Pro 400 Welder	
390	W521013	2017 Miller Pipe Pro 400	MH381406R	Miller Pipe Pro 400 Welder	
391	W521014	2017 Miller Pipe Pro 400	MH400954R	Miller Pipe Pro 400 Welder	
392	W521015	2017 Miller Pipe Pro 400	MH380145R	Miller Pipe Pro 400 Welder	
393	W521016	2017 Miller Pipe Pro 400	MH381407R	Miller Pipe Pro 400 Welder	
394	W521017	2017 Miller Pipe Pro 400	MH400664R	Miller Pipe Pro 400 Welder	
395	W521018	2017 Miller Pipe Pro 400	MH381397R	Miller Pipe Pro 400 Welder	
396	W521019	2017 Miller Pipe Pro 400	MH381401R	Miller Pipe Pro 400 Welder	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/MI/KM
397	W521020	2017 Miller Pipe Pro 400	MH380149R	Miller Pipe Pro 400 Welder	
398	W521021	2017 Miller Pipe Pro 400	MH400665R	Miller Pipe Pro 400 Welder	
399	W521022	2017 Miller Pipe Pro 400	MH381409R	Miller Pipe Pro 400 Welder	
400	W521023	2017 Miller Pipe Pro 400	MH400959R	Miller Pipe Pro 400 Welder	
401	W521024	2017 Miller Pipe Pro 400	MH400668R	Miller Pipe Pro 400 Welder	
402	W521025	2017 Miller Pipe Pro 400	MH400957R	Miller Pipe Pro 400 Welder	
403	9880	BTI 1675X	23-5029	BTI Model 1675X Rock Hammer	
404	51-1007	Allied D6	AW6GE6F2012C81	Allied D6 Winch	
405	W511008	Hyster	H6HT6B1665071	Hyster Winch for D6 complete w/tagline	
406	841	2006 GMC C-8500	1GDT8C4306F420337	GMC C-8500 Tandem Axle Dump Truck, 7.8L L6 Turbo Diesel, Eaton Trans, F-14,800, R-20,000, 206" bed	13,176
407	842	1999 Sterling 4000	2FZNRJBB9XAA32756	Sterling LT7501 4000 Gallon T/A Water Truck, 7.2L L6 Diesel, Automatic, F-13,000, R-40,000	23,929
408	921	2008 International 5900I	1HSXRSCT48J632258	Caterpillar C15 ACERT, 475 hp, eng brake, Eaton Fuller 18 spd, dbl frame, 14320 frt, 46000 lb rears, air lift 3rd axle, A/R susp, 264 in. WB, alum whls	220,841
409	989	2007 International 5900I	1HSXRSBT57J524716	International 5900I T/A Truck Tractor, 12.5 L L6 Diesel, Allison Auto, F-20,000, R-23,000	359,161
410	9618	CRC PFM	PFM40-48128	CRC PFM 42" Pipe Facing Machine	
411	9609	CRC PFM	EVPFM36-068	CRC PFM 42" Pipe Facing Machine	
412	9608	CRC PFM	EVPFM36-058	CRC PFM 42" Pipe Facing Machine	
413	9612	CRC PFM	EVPFM36-051	CRC PFM 42" Pipe Facing Machine	
414	6900	Patterson	63B660	Patterson 6" Lowhead Pump	
415	6922	Gould	3316/219B853.1	Gould 6"x8" Lowhead Pump	
416	W6922	Gould	3316-219B853.1	Gould 6"x8" Lowhead Pump	
417	W6910	Godwin CD150M	941004-20	Godwin CD150M 6" Dry Primed Trash De-Watering Pump	
418	6929	Godwin CD150M	0643634-5	Godwin CD150M 6" Dri-Prime Pumpset, John Deere Engine, 6 In. Self-Priming Skid Mounted, John Deere 4045DF270	
419	6930	Godwin CD150M	0643634-3	Godwin CD150M 6" Dri-Prime Pumpset, John Deere Engine	
420	18-3005	2016 Sunflower Coulter	S42130EZ400027	Sunflower Coulter Chisel Plow	
421	9619	CRC HPU	HPU-292	CRC HPU Hydraulic Power Unit for Facing Machine	
422	9620	CRC HPU	HPU-293	CRC HPU Hydraulic Power Unit for Facing Machine	
423	38-1028	Welding Sled	CNV	Welding Sled w/ Hll Gear	
424	38-1026	Welding Sled	CNV	Welding Sled w/ Hill Gear	
425	38-1024	Welding Sled	CNV	Welding Sled w/ Hill Gear	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
426	38-1025	Welding Sled	CNV	Welding Sled	
427	W382021	Welding Sled	38-2021	Welding Sled	
428	W382008	Welding Sled	38-2008	Welding Sled	
429	W382009	Welding Sled	38-2009	Welding Sled	
430	W382010	Welding Sled	38-2010	Welding Sled	
431	W382011	Welding Sled	38-2011	Welding Sled	
432	W382013	Welding Sled	38-2013	Welding Sled	
433	W382014	Welding Sled	38-2014	Welding Sled	
434	W382015	Welding Sled	38-2015	Welding Sled	
435	W382016	Welding Sled	38-2016	Welding Sled	
436	W382017	Welding Sled	38-2017	Welding Sled	
437	W382018	Welding Sled	38-2018	Welding Sled	
438	W382019	Welding Sled	38-2019	Welding Sled	
439	38-4006	Welding Sled	38-4006	Welding Sled	
440	W382020	Welding Sled	382020	Welding Sled	
441	W382000	Welder Sled	38-2000	Welder Sled	
442	W382001	Welder Sled	38-2001	Welder Sled	
443	W382002	Welder Sled	38-2002	Welder Sled	
444	W382003	Welder Sled	38-2003	Welder Sled	
445	W382004	Welder Sled	38-2004	Welder Sled	
446	W382005	Welder Sled	38-2005	Welder Sled	
447	W382006	Welder Sled	38-2006	Welder Sled	
448	W383002	Fuel Sled	38-3002	Fuel Sled	
449	W383004	Fuel Sled	932209	Fuel Sled	
450	W38-2018	Fuel Sled	38-2012	Fuel Sled	
451	W383003	Fuel Sled	38-3001	Fuel Sled	
452	W382007	Fuel Sled	38-2007	Fuel Sled	
453	W382012	Fuel Sled	38-2012	Fuel Sled	
454	W383000	Fuel Sled	38-3000	Fuel Sled	
455	W383001	Fuel Sled	38-3001	Fuel Sled	
456	WR3558	Fuel Sled	3558	Fuel Sled	
457	W564000	Schulte RS320	9011483005	Schulte RS320 Jumbo Rock Picker, 5 Ft Hydraulic Pull Type	
458	W564001	Schulte RS320	9090663811	Schulte RS320 Jumbo Rock Picker	
459	W9796	Schulte RS320	9090297209	Schulte RS320 Jumbo Rock Picker	
460	W564002	Schulte SRW1400	R2009002906P	Schulte SRW1400 Rock Windrower	
461	W560003	Anvil	HC-2074	Anvil 24" Clam Bucket	
462	943	1994 Peterbilt 379	1XP5DB8X5RN345739	Peterbilt 379 Water Truck, 14.6L L6 Diesel, Eaton 8 sp, 46,000 GVW	591,386
463	815	1990 Kenworth T800	1XKDDB9X7LS538984	Kenworth T800 Water Truck	719,718
464	W0903	2005 Mack CXN613	1M1AE06YX5N023539	Mack CXN613 Vision T/A Truck Tractor	
465	908	2005 Mack CXN613	1M1AE06Y65N023537	Mack CXN613 Vision T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	403,524
466	900	2004 Mack CXN613	1M1AE06Y14N018695	Mack CXN613 Vision T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	357,757
467	902	2004 Mack CXN613	1M1AE06YX4N018694	Mack CXN613 Vision T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	278,689

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/MI/KM
468	904	2004 Mack CXN613	1M1AE06Y54N018697	Mack CXN613 Vision T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	
469	905	2004 Mack CXN613	1M1AE06Y14N018681	Mack CXN613 Vision T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	251,593
470	906	2004 Mack CXN613	1M1AE06Y74N018684	Mack CXN613 Vision T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	309,360
471	974	2004 Mack CXN613	1M1AE06Y14N019569	Mack CXN613 Vision T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	336,030
472	975	2004 Mack CXN613	1M1AE06Y84N018662	Mack CXN613 Vision T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	
473	976	2004 Mack CXN613	1M1AE06Y34N018665	Eaton Fuller 10 spd, 12k front, 40k rears, AC 355 hp, a/r susp	393,068
474	977	2004 Mack CXN613	1M1AE06Y34N019573	Mack CXN613 Vision T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	371,386
475	979	2004 Mack CXN613	1M1AE06Y24N019578	Mack CXN613 Vision T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	376,333
476	980	2004 Mack CXN613	1M1AE06Y84N018676	Mack CXN613 Vision T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	384,121
477	981	2004 Mack CXN613	1M1AE06YX4N018677	Mack CXN613 Vision T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	319,253
478	982	2004 Mack CXN613	1M1AE06Y14N018468	Mack CXN613 Vision T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	322,037
479	983	2004 Mack CXN613	1M1AE06Y04N018672	355/380 hp, 10 spd, A/R susp	351,967
480	WSHPU0001	John Deere	201	John Deere Hyd Power Unit for End Facer	
481	WSHPU0002	John Deere	203	John Deere Hyd Power Unit for End Facer	
482	WSHPU0003	John Deere	210	John Deere Hyd Power Unit for End Facer	
483	6904	Wilson-Snyder	P134-24	Wilson-Snyder Triplex Pressure Pump	
484	6917	Wheatley	HP084	Wheatley Triplex Pressure Pump, Skid Mounted Triplex,Cat 3304	
485	6903	Wheatley Quintaplex	385	Wheatley Quintaplex Pressure Pump	
486	6905	Wheatley Quintaplex	277/4326045	Wheatley Quintaplex Pressure Pump	
487	6909	Triplex SM T3	9825841	Triplex Pressure Pump SM T3	
488	WSPP3001	Sabre Wheatley	24029	Sabre Wheatley Triplex Pressure Pump	
489	W6947	Godwin	731452	Godwin 6" Dri Prime Water Pump	
490	W6948	Godwin	725620	Godwin 6" Dri Prime Water Pump	
491	W546001	Godwin	1062109-20	Godwin 6" Dri Prime Water Pump	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/MI/KM
492	25-1000	2015 GMC Sierra 3500	1GD421CG0FF143994	GMC Sierra 3500 Crew Cab 4x4 Flatbed truck, 112' bed	38,650
493	25-1001	2015 GMC Sierra 3500	1GD421CG3FF142984	GMC Sierra 3500 Crew Cab 4x4 Pickup	36,153
494	5185	2006 Bobcat MT52	528712059	Bobcat MT52 Trencher (w/2 buckets and trencher)	
495	W515000	2011 Bobcat MT52	A3WR13380	Bobcat MT52 Loader W/ 2 Buckets & Trencher	
496	9792	Degelman 7800	20803	Degelman 7800 Rock Picker	
497	1179	2001 Etnyre	1E92781401E111222	Etnyre Lowboy Trailer, Tri Axle, detachable, pup motor, 27ft deck, A/R susp, Etnyre flip axle model: ARD-10S SN:Q27423-3	
498	W711004	10'	CNV	10' x 47' Rail Car Bridge	
499	W711006	10'	CNV	10' x 46' Rail Car Bridge	
500	W711007	10'	CNV	10' x 54.5' Rail Car Bridge	
501	W711008	10'	CNV	10' x 45.5' Rail Car Bridge	
502	W711009	10'	CNV	10' x 54' Rail Car Bridge	
503	W711010	10'	CNV	10' x 54' Rail Car Bridge	
504	8064	2006 Sullair 375	2006-11150051	Sullair 375 Air Compressor	
505	55-3000	2008 Sullair 375	2008-10210062	Sullair 375 Air Compressor	
506	8063	2006 Sullair 375	2006-11150040	Sullair 375 Air Compressor	
507	8065	2006 Sullair 375	2006-11150061	Sullair 375 Air Compressor	
508	55-3001	2008 Sullair 375	2008-10210078	Sullair 375 Air Compressor	
509		Cat D8T	CNV	Caterpillar D8T Manual Angle Blade-2 tilt cylinders	
510		Cat D8T	CNV	Caterpillar D8T Manual Angle Blade-2 tilt cylinders	
511	W9510	Manck Boring	57V60180L	Manck Boring Machine	
512	9617	CRC PFM	PFM16-2407	CRC PFM 16" Pipe Facing Machine	
513	W548000	Portable water pump	13614092-02	8" Portable Water Pump	
514	W548001	Portable water pump	13614487-02	8" Portable Water Pump	
515	W548002	Portable water pump	13614092-01	8" Portable Water Pump	
516	WR8552738	2017 Polaris Ranger	4XARTE871H8552737	Polaris Ranger All Terrain Vehicle	
517	4483	1994 Challenger CH65C/SL3	2ZJ00597	Sabre SL3CH boom, gen set, self contained air comp	
518	4484	1995 Challenger CH65D/SL3	2ZJ02003	Sabre boom, gen set, self contained air comp	
519	W9791	Schulte WR 5	9111205	Schulte WR 5 Rock Windrower, 14 ft PTO driven	
520	W9795	Schulte WR 5	36A9105205	Schulte WR 5 Rock Windrower,14 Ft, pto driven	
521	739	2007 Chevrolet C7500	1GBM7C1B77F426083	Chevrolet C7500 Flatbed Truck, 7.4L V8, Allison Auto, F-10,000, R-19,000, 196" bed	
522	740	2007 Chevrolet C7500	1GBM7C1B67F426267	Chevrolet C7500 Flatbed Truck, 7.4L V8, Allison Auto, F-10,000, R-19,000, 196" bed	9,465

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
523	741	2007 Chevrolet C7500	1GBM7C1B77F426147	int tore apart, price as INOP, diesel, A/T, 16 ft bed	1,417
524	736	2006 Chevrolet C6500	1GBG6C1396F419885	Chevrolet C6500 Flatbed Truck, 7.8L L6 Turbo Diesel, Automatic, 170" bed	670
525	737	2006 Chevrolet C6500	1GBG6C1376F420257	Chevrolet C6500 Flatbed Truck, 7.8L L6 Turbo Diesel, Automatic, 170" bed	127,578
526	1231	2008 Deloupe Pole Trailer	2D9KD40B181004044	Pole Trailer, 40ft, T/A, steerable, extendable, A/R susp, mixed, 11R22.5	
527	1232	2008 Deloupe Pole Trailer	2D9KD40B381004045	extendable, steerable, spring susp	
528	1224	2007 Deloupe Pole Trailer	2D9KD40B771004113	extendable, steerable, spring susp	
529	1225	2007 Deloupe Pole Trailer	2D9KD40B971004114	extendable, steerable, spring susp	
530	1226	2007 Deloupe Pole Trailer	2D9KD40B071004115	extendable, steerable, spring susp	
531	1227	2007 Deloupe Pole Trailer	2D9KD40B271004116	extendable, steerable, spring susp	
532	1228	2007 Deloupe Pole Trailer	2D9KD40B471004117	Pole Trailer, 40ft, T/A, steerable, extendable, A/R susp, mixed, 11R22.5	
533	1343	Transcraft TC12-640	TCK 2052	40' Transcraft Drop deck	
534	1388	2008 Fontaine	13N1482C481546753	Sliding A/R susp	
535	1389	2008 Fontaine	13N1482C681546754	sliding A/R susp	
536	1391	2008 Fontaine	13N1482CX81546756	sliding A/R susp	
537	1392	2008 Fontaine	13N1482C181546757	sliding A/R susp	
538	1393	2008 Fontaine	13N1482C381546758	sliding A/R susp	
539	W7580	Ex Trail Wagon	890WE05300Z3837	Ex Trail Wagon Off-Road Supply Trailer	
540	W7581	Ex Trail Wagon	1384B041807Z1388	Ex Trail Wagon Off-Road Supply Trailer	
541	W7582	Ex Trail Wagon	1384B041807Z1384	Ex Trail Wagon Off-Road Supply Trailer	
542	WORST0002	Off Road Athey	CNV	Off Road Athey Track Supply Trailer	
543	W381000	Skid Roll off Sled	38-1000	Skid Roll Off Sled	
544	W381001	Skid Roll off Sled	38-1001	Skid Roll Off Sled	
545	W381002	Skid Roll off Sled	38-1002	Skid Roll Off Sled	
546	W381003	Skid Roll off Sled	38-1003	Skid Roll Off Sled	
547	W381004	Skid Roll off Sled	38-1004	Skid Roll Off Sled	
548	W381005	Skid Roll off Sled	38-1005	Skid Roll Off Sled	
549	W381006	Skid Roll off Sled	38-1006	Skid Roll Off Sled	
550	W381007	Skid Roll off Sled	38-1007	Skid Roll Off Sled	
551	W381008	Skid Roll off Sled	38-1008	Skid Roll Off Sled	
552	W381009	Skid Roll off Sled	38-1009	Skid Roll Off Sled	
553	W381010	Skid Roll off Sled	38-1010	Skid Roll Off Sled	
554	W381011	Skid Roll off Sled	38-1011	Skid Roll Off Sled	
555	W381012	Skid Roll off Sled	38-1012	Skid Roll Off Sled	
556	W381013	Skid Roll off Sled	38-1013	Skid Roll Off Sled	
557	W381014	Skid Roll off Sled	38-1014	Skid Roll Off Sled	
558	W381015	Skid Roll off Sled	38-1015	Skid Roll Off Sled	
559	W381016	Skid Roll off Sled	38-1016	Skid Roll Off Sled	
560	W381017	Skid Roll off Sled	38-1017	Skid Roll Off Sled	
561	W381018	Skid Roll off Sled	38-1018	Skid Roll Off Sled	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/MI/KM
562	W381019	Skid Roll off Sled	38-1019	Skid Roll Off Sled	
563	W381020	Skid Roll off Sled	38-1020	Skid Roll Off Sled	
564	W381021	Skid Roll off Sled	38-1021	Skid Roll Off Sled	
565	W381022	Skid Roll off Sled	38-1022	Skid Roll Off Sled	
566	W381023	Skid Roll off Sled	38-1023	Skid Roll Off Sled	
567	W381024	Skid Roll off Sled	38-1024	Skid Roll Off Sled	
568	W381025	Skid Roll off Sled	38-1025	Skid Roll Off Sled	
569	W381026	Skid Roll off Sled	38-1026	Skid Roll Off Sled	
570	W381027	Skid Roll off Sled	38-1027	Skid Roll Off Sled	
571	W381028	Skid Roll off Sled	38-1028	Skid Roll Off Sled	
572	W381029	Skid Roll off Sled	38-1029	Skid Roll Off Sled	
573	W381030	Skid Roll off Sled	38-1030	Skid Roll Off Sled	
574	W381031	Skid Roll off Sled	38-1031	Skid Roll Off Sled	
575	W381032	Skid Roll off Sled	38-1032	Skid Roll Off Sled	
576	W381033	Skid Roll off Sled	38-1033	Skid Roll Off Sled	
577	W381034	Skid Roll off Sled	38-1034	Skid Roll Off Sled	
578	W381035	Skid Roll off Sled	38-1035	Skid Roll Off Sled	
579	W381036	Skid Roll off Sled	38-1036	Skid Roll Off Sled	
580	W381037	Skid Roll off Sled	38-1037	Skid Roll Off Sled	
581	W381038	Skid Roll off Sled	38-1038	Skid Roll Off Sled	
582	W381039	Skid Roll off Sled	38-1039	Skid Roll Off Sled	
583	W381040	Skid Roll off Sled	38-1040	Skid Roll Off Sled	
584	W381041	Skid Roll off Sled	38-1041	Skid Roll Off Sled	
585	W381042	Skid Roll off Sled	38-1042	Skid Roll Off Sled	
586	W381043	Skid Roll off Sled	38-1043	Skid Roll Off Sled	
587	27-2000	1985 Mack RD688S	1M2N187Y7FA009709	Mack RD688S Fuel Truck, 9 speed	229,351
588	9990	2007 Vermeer Top Gun	1VVR1616073000258	Vermeer Top Gun Round Bale Mulcher	
589	36-1011	2007 Wabash	1JJVS32W87L028509	Wabash 53' Van Trailer	
590	36-1012	2007 Vanguard	5V8VP53287M707330	Vanguard 53' Trailer	
591	36-1017	2007 Utility	1UYVS25387G018263	Utility 53' Van Trailer	
592	36-1016	2007 Hyundai	3H3V532C57T057004	Hyundai 53' Reefer Trailer	
593	W361022	2007 Great Dane	1GRAA06207W702875	Great Dane 53' Trailer	
594	36-1007	2006 Wabash	1JJV532W36L964195	t/a, sliding a/r susp, reefer unit, office-contains power/hand tools, survey eqp,	
595	36-1008	2006 Wabash	1JJV532W36L964228	Wabash 53' Reefer Trailer	
596	36-1009	2006 Wabash	1JJV532W86L964208	53 Ft Van Trailer, T/A, sliding, A/R susp, mixed, 295/75R22.5, **Full of qty of misc shop supplies: hand tools, tool boxes, hardware, lasers, 2 offices	
597	36-1006	2006 Wabash	1JJV532W26L979755	Wabash 53' Reefer Trailer	
598	36-1010	2006 Wabash	1JJV532W06L964221	53 Ft Van Trailer, T/A, sliding, A/R susp, mixed, 295/75R22.5, **Full of misc lifting eqp, slings, tools, 2 offices	
599		2006 Hyundai	3HXV532C86T120031	Hyundai 53' Van Traler	
600		2006 Hyundai	3H3V532C66T250017	Hyundai 53' Van Traler	
601		2007 Hyundai	5V8VA53227M700678	Hyundai 53' Van Traler	
602	W361019	2006 Hyundai	3H3V532C86T120031	Hyundai 53' Trailer	
603	36-1005	2006 Hyundai	3HSV532C96T197006	Hyundai 53' Reefer Trailer	
604	36-1015	2006 Hyundai	3H3V532C96T120040	Hyundai 53' Reefer Trailer	
605	W361005	2006 Hyundai	3H3V532C96T197006	Hyundai 53' Reefer Trailer	

EXHIBIT A

Item #	Unit Number	Description	S/N	Feacures	Hr/MI/KM
606	W361025	2005 Utility	1UYVS25305U501907	Utility Reefer Trailer	
607	1674	2005 TN Trailers	5JXCT14275S188846	TN Trailers Inc. 7x14 Enclosed Cargo Trailer	
608	36-1013	2005 Hyundai	3H3V532C95T151013	Hyundai 53' Reefer Trailer	
609	36-1014	2005 Hyundai	3H3V532C55T151042	Hyundai 53' Reefer Trailer	
610	W361018	2001 Great Dane	1GRAA06231B039610	Great Dane 53' Trailer	
611	36-1001	1999 Great Dane	1PNV452B7XK215094	sliding spring susp-contains tools, parts, misc items	
612	1655	1998 Pace American Trailer	40LAB2026WP044977	Pace American Trailer	
613	1672	1997 Utility	1UYVS2539VP294626	Utility 53' T/A Van Trailer, sliding, spring susp, mixed, 295/75R22.5, **Full of Qty of misc shop supplies: parts, pump parts, couplers, ect	
614	1698	1997 Great Dane	1GRAA0624VB006931	Great Dane Van Trailer	
615	1697	1996 Monon	1NNVA5328TM267351	Monon 53' Van Trailer, T/A, sliding, spring susp, mixed, 295/75R22.5, **Full of qty of misc welding eqp	
616	36-1004	1996 Great Dane	1GRAA9620TB036204	liding spring susp-contains spill kits, misc items	
617	1677	1995 Stoughton	1DW1A5325SS989510	Stoughton 53' Van Trailer, 53ft, T/A, sliding, spring susp, mixed, 275/80R22.5, ** Full of qty misc shop supplies: pumps, parts, ect	
618	1678	1995 Stoughton	1DW1A5323SS989506	Stoughton 53' Van Trailer, 53ft, T/A, sliding, spring susp, mixed, 295/75R22.5, **Full of qty of misc, shop supplies: hosed, filters, hardware, ect	
619	1687	1994 Wabash	1JJV532PXRL215083	Wabash Van Trailer, 53ft, T/A, sliding, spring susp, mixed, 275/80R22.5, **Full of misc shop supplies: hosed, safety supplies, ect	
620	1688	1994 Wabash	1JJV532PXRL214886	Wabash Van Trailer	
621	1679	1994 Stoughton	1DW1A5325RS887179	Stoughton 53' Van Trailer	
622	1682	1994 Great Dane	1GRAA9620RB156805	sliding spring susp, office-contains misc parts	
623	1683	1994 Great Dane	1GRAA9628RB156809	Great Dane 48' Van Trailer	
624	1684	1994 Great Dane	1GRAA9629RB156804	Great Dane 48' Van Trailer	
625	W1682	1994 Great Dane	1GRAA9629RB156805	Great Dane 48' Reefer Van Trailer	
626	1694	1993 Dorsey	1DTV11525PA212925	Dorsey 53' Van Trailer	
627	1602	1992 Trailmobile	1PT011NH4N9012284	sliding spring susp-contains tools, parts, fluids	
628	1692	1992 Strick	1S12E953XNE343954	spring susp-contains parts, filters, chain, misc items	
629	1696	1992 Strick	1S12E9536NE343854	Strick 53' Van Trailer, T/A, sliding, spring susp, mixed, 295/75R22.5, **Full of qty of pigs	
630	1670	1992 Fruehauf	1H2V04825NE014321	sliding susp, contents unknown	
631	1656	1991 Utility	1UYVS2480MU507301	Utility Van Trailer	
632	1686	1991 Stoughton	1DW1A532XMS741241	Stoughton Van Trailer	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/MI/KM
633	1693	1991 Stoughton	1DW1A5323MS741145	Stoughton 53' Van Trailer, T/A, sliding, spring susp, mixed, 295/75R22.5, **Full of qty misc shop tools: hand tools, pumps, misc parts	
634	1689	1991 Pine	1PNV482S4MKB38050	Pine 48' Van Trailer "CAT Van"	
635	36-1003	1991 Great Dane	1GRAA0024MW046104	Great Dane Storage Van Reefer, 53ft, T/A, sliding, spring susp, mixed, 295/75R22.5, **Full of fire extinuishers, signs, safety eqp	
636	1660	1990 Fruehauf	1H2V04824LB053402	sliding spring susp-contains pigs, clamps, misc items	
637	1661	1989 Utility	1UYVS248XKU126603	Utility Van Trailer, 48ft, T/A, sliding, spring susp, mixed, 295/75R22.5, **Full of Qty misc tools: has cans, hand tools,	
638	W361024	1990 Great Dane	1GRAA9020LS010601	Great Dane 53' Trailer	
639	1690	1989 Great Dane	1GRAA9629KS083603	Great Dane 48' Van Trailer	
640	1659	1988 Lufkin	1L01A4825J1077006	Lufkin Van Trailer, 48ft, T/A, sliding, spring susp, mixed, 285/75R24.5, **Full of qty of misc tools: shovels, hammers, slings, binders, misc parts	
641	1662	1987 Trailmobile	1PT02DAH6H9005846	Trailmobile Van Trailer, 48ft, T/A, sliding, spring susp, mixed, 11R22.5, **Full of qty of misc shop supplies: parts, hoses	
642	1658	1987 Fruehauf	1H5R04826HM017307 - CNV, tag worn	Fruehauf Van Trailer, 48ft, T/A, sliding, spring susp, mixed, 11R22.5 **Set up as mobile welding repair shop	
643	1667	1987 Fruehauf	1H5R0482XHM017312 - cnv	Fruehauf 48' T/A Van Trailer, sliding, spring susp, mixed, 295/75R22.5, **Full of qty of misc shop supplies: hosed, sewer lasers	
644	1671	1987 Fruehauf	1H5R04827HM017302 - CNV, missing tag	Fruehauf 48' T/A Van Trailer, sliding spring susp, mixed, 295/75R22.5, **Set up as work shop, mobile welding shop	
645	1675	1987 Great Dane	1GRAA8021HB083610	Great Dane Van Trailer Testing Trailer	
646	1666	1985 Fruehauf	1H2R04820FH036616	Fruehauf 48' T/A Trailer	
647	W1351	1985 Fontaine	1A11452C2F1538951	Fontaine Trailer	
648	W361023	1984 Great Dane	1GRGE9227EB125601	Great Dane 53' Trailer	
649	W1350	1984 Fruehauf	1H4P04523EF088903	spring susp	
650	1643	1980 Trailmobile	92220	Trailmobile 45' Van Trailer	
651	1642	1980 Great Dane	B22023	Great Dane Trailer	
652	1641	1979 Trailmobile	T92594 (CHIVIS) - CNV	Trailmobile 45' Van Trailer, T/A, sliding, spring susp, mixed, 11R22.5, **Full of qty of misc shop supplies: parts, missing SN tag	
653	W1641	1979 Trailmobile	T92594	Trailmobile 45' Van Trailer	
654	1676	1979 Stoughton	7928411	Stoughton Van Trailer	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
655	1664	1978 Fruehauf	HPZ620308	Fruehauf T/A Van Trailer, 42 ft, T/A, sliding, spring susp, mixed, 10R22.5,**Full of qty of misc shop supplies: hosed, filters, drill stem, drill parts, 2 offices	
656	1663	1977 Trailmobile	S92971	Trailmobile 42' T/A Van Trailer	
657	1645	1975 Timpte	33756	Timpte Van Trailer	
658	1650	1975 Timpte	37645	Timpte Van Trailer	
659	1685	1973 Fruehauf	CHR183229	Fruehauf Van Trailer, Aluminum, 45ft, T/A, sliding, spring, susp, mixed, 275/80R22.5 **CNV inside, frozen shut	
660	1657	1972 Fruehauf	MAP355759	Fruehauf Van Trailer	
661	1625	1969 Fruehauf	202128	Fruehauf Trailer	
662	W1625	1969 Fontaine	202128	Fontaine Trailer	
663	36-1002	1992 Wabash	1JJV482U3NL173081	Wabash Storage Van Trailer, 48ft, T/A, sliding, spring susp, mixed, 275/80R22.5, **Full of pigs**	
664	36-1000	1993 Pine	1PNV482S2PGB75482	sliding spring susp, contains pigs	
665	1648	Lufkin	43704	Lufkin Parts Van Trailer, Aluminum, 45ft, T/A, spring susp, mixed, 295/75R22.5, **cnv contents, frozen shut upon inspection	
666	W384011	Utility	38-4011	Utility Sled 8x13	
667	W384009	Utility	38-4009	Utility Sled	
668	W384010	Utility	38-4010	Utility Sled	
669	38-1027	Utility	CNV	Utility Sled	
670	W384000	Utility	38-4000	Utility Sled	
671	W384001	Utility	38-4001	Utility Sled	
672	W384002	Utility	38-4002	Utility Sled	
673	W384003	Utility	38-4003	Utility Sled	
674	W384004	Utility	38-4004	Utility Sled	
675	W384005	Utility	38-4005	Utility Sled	
676	W384007	Utility	38-4007	Utility Sled	
677	W384008	2017 Utility	38-4008	Utility Sled	
678	917	2002 Mack CH600	1M1AA14Y32W147386	Mack CH600 T/A Truck Tractor	237,841
679	918	2002 Mack CH600	1M1AA14Y92W147392	Mack CH600 T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	343,482
680	919	2002 Mack CH600	1M1AA14Y42W147395	Mack CH600 T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	290,099
681	920	2002 Mack CH600	1M1AA14YX2W147403	Mack CH600 T/A Truck Tractor, 12.0L L6 Diesel, Eaton 10 sp, F-12,000, R-20,000	542,513
682	748	2008 Chevrolet C-4500	1GBE4C3G28F406041	Chevrolet C-4500 Flatbed Truck	6,546
683	835	2001 Mack	1M1AA13Y01W136121	Mack CH600 T/A Flatbed Truck, 12.0L L6 Diesel, F-12,000, R-20,000	479,460
684	929	1986 Kenworth W900	1XKWD29X0GS334347	Kenworth W900 T/A Water Truck	536,998
685	931	1986 Kenworth W900	1XKWD29X3GS334343	Kenworth W900 T/A Water Truck, 14.0L L6 Diesel, Eaton 10 sp, F-12,000, R-19,000	65,829
686	938	1986 Kenworth W900	1XKWD29X8GS334354	Kenworth W900 T/A Water Truck, 14.0L L6 Diesel, Eaton 10 sp, F-12,000, R-19,000	46,607

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
687	939	1984 Kenworth W900	2XKWD29X5EM912857	Kenworth W900 T/A Water Truck	88,602
688	W7578	Off Road	CNV	5th wheel plate, spring susp	86,751
689	W7579	Off Road	CNV	Off Road T/A Fifth Wheel	76,702
690	W7576	Off Road	CNV	pintle hitch, spring susp, 5th wheel plate	96,146
691	W7571	T/A Off Road	CNV	T/A Off Road Supply Trailer	96,273
692	W7572	T/A Off Road	CNV	T/A Off Road Supply Trailer	97,248
693	W7577	T/A Off Road	CNV	T/A Off Road Supply Trailer	
694	WSWP4004	Goram Rupp	CNV	Goram Rupp 4" Water Pump	
695	WSWP4010	Goram Rupp	499652	Goram Rupp 4" Water Pump	
696	6931	Godwin CD100M	0644020-2	Godwin CD100M 4" Stainless Steel Dri-Pump, Yanmar Engine	
697	6932	Godwin CD100M	0644020-3	Godwin CD100M 4" Stainless Steel Dri-Pump, Yanmar Engine	
698	6933	Godwin CD100M	0643632-56	Godwin CD100M 4" Stainless Steel Dri-Pump, Yanmar Engine	
699	D41213	Godwin CD100M	Q2318	Godwin CD100M 4" Stainless Steel Dri-Prime Pump	
700	D41698	Godwin CD100M	C6680	Godwin CD100M 4" Stainless Steel Dri-Prime Pump	
701	WR41744	Godwin CD100M	1161753-24	Godwin CD100M 4" Stainless Steel Dri-Prime Pump	
702	6927	Godwin CD100M	0643632-18	Godwin CD100M 4" Dri-Prime Pumpset, Yanmar Engine	
703	6928	Godwin CD100M	0643632-10	Godwin CD100M 4" Dri-Prime Pumpset, Yanmar Engine	
704	6935	Godwin CD100M	0539876-37	Godwin CD100M 4" Dri-Prime Pumpset, Yanmar Engine	
705	6934	Godwin CD100M	0332771-18	Godwin CD100M 4" Dri-Prime Pumpset, John Deere Engine	
706	6938	Godwin CD100M	0229388-67	Godwin CD100M 4" Dri-Prime Pumpset, John Deere Engine	
707	WSWP4016	Godwin	40TH-2665	Godwin 4" Water Pump	
708	WSWP4018	Godwin	40TH-2743	Godwin 4" Water Pump	
709	WSWP4022	Godwin	1245246	Godwin 4" Water Pump	
710	WSWP4023	Godwin	1243554	Godwin 4" Water Pump	
711	WSWP4026	Godwin	CNV	Godwin 4" Water Pump	
712	WSWP4027	Godwin	51405	Godwin 4" Water Pump	
713	WSWP4028	Godwin	0644020/03	Godwin 4" Water Pump	
714	WSWP4029	Godwin	0643632/56	Godwin 4" Water Pump	
715	WSWP4030	Godwin	0747080-27	Godwin 4" Water Pump	
716	WSWP4031	Godwin	0646448-35	Godwin 4" Water Pump	
717	WSWP4032	Godwin	0747626-09	Godwin 4" Water Pump	
718	1801	Godwin	0747626-14	Godwin 4" Water Pump	
719	WSWP4034	Godwin	61101937	Godwin 4" Water Pump	
720	WSWP4035	Godwin	0851996/01	Godwin 4" Water Pump	
721	WSWP4036	Godwin	0851125/50	Godwin 4" Water Pump	
722	WSWP4037	Godwin	0851996/08	Godwin 4" Water Pump	
723	WSWP4038	Godwin	0851125/49	Godwin 4" Water Pump	
724	WSWP4039	Godwin	0852219/23	6 In. Self-Priming Skid Mounted, John Deere 4045DF270	558 Hrs
725	WSWP4040	Godwin	0852219/02	Godwin 4" Water Pump	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
726	WSWP4041	Godwin	83583	Godwin 4" Water Pump	
727	WSWP4042	Godwin	92202	Godwin 4" Water Pump	
728	WSWP4043	Godwin	88557	Godwin 4" Water Pump	
729	WSWP4044	Godwin	88684	Godwin 4" Water Pump	
730	WSWP4045	Godwin	064362/18	Godwin 4" Water Pump	
731	W546000	Godwin	0643632/10	Godwin 4" Water Pump	
732	38-1001	Skid Basket Sled	CNV	Skid Basket Sled	
733	38-1002	Skid Basket Sled	CNV	Skid Basket Sled	
734	38-1003	Skid Basket Sled	CNV	Skid Basket Sled	
735	38-1004	Skid Basket Sled	CNV	Skid Basket Sled	
736	38-1005	Skid Basket Sled	CNV	Skid Basket Sled	
737	38-1000	Skid Basket Sled	CNV	Skid Basket Sled	
738	38-1006	Skid Basket Sled	CNV	Skid Basket Sled	
739	38-1007	Skid Basket Sled	CNV	Skid Basket Sled	
740	38-1008	Skid Basket Sled	CNV	Skid Basket Sled	
741	38-1009	Skid Basket Sled	CNV	Skid Basket Sled	
742	38-1010	Skid Basket Sled	CNV	Skid Basket Sled	
743	38-1011	Skid Basket Sled	CNV	Skid Basket Sled	
744	38-1014	Skid Basket Sled	CNV	Skid Basket Sled	
745	38-1015	Skid Basket Sled	CNV	Skid Basket Sled	
746	38-1016	Skid Basket Sled	CNV	Skid Basket Sled	
747	38-1017	Skid Basket Sled	CNV	Skid Basket Sled	
748	38-1018	Skid Basket Sled	CNV	Skid Basket Sled	
749	38-1019	Skid Basket Sled	CNV	Skid Basket Sled	
750	38-1020	Skid Basket Sled	CNV	Skid Basket Sled	
751	38-1021	Skid Basket Sled	CNV	Skid Basket Sled	
752	38-1022	Skid Basket Sled	CNV	Skid Basket Sled	
753	38-1023	Skid Basket Sled	CNV	Skid Basket Sled	
754	W9807	Brillion Seeder	174129	Brillion 10' Seeder	
755	W9854	Brillion Seeder SS-10	192823	Brillion SS-10 foot Seeder	
756	W562001	Brillion Seeder SSP-10	ASA1200217	Brillion SSP-10 Seeder	
757	8040	1990 Sullair 185 DPQ	004-104476	Sullair 185 DPQ Portable Compressor	
758	8041	1990 Sullair 185 DPQ	004-104474	Sullair 185 DPQ Portable Compressor	
759	8042	1997 Sullair 185 DPQ	004-123425	Sullair 185 DPQ Portable Compressor	
760	55-1000	2008 Sullair 185 CFM	2008-10140025	Sullair 185 CFM Compressor	
761	55-1002	2003 Sullair 185 CFM	004-139654	Sullair 185 CFM Compressor	
762	8044	1997 Sullair 185 CFM	004-123491	Sullair 185 CFM Compressor	
763	55-1001	2003 Sullair 185 CFM	004-139653	Sullair 185 CFM Compressor	
764	8066	2003 Sullair 185 CFM	004-142253	Sullair 185 CFM Air Compressor	
765	8045	1995 Ingersoll-Rand 185 CFM	246233UEE327	Ingersoll Rand 185CFM-Air Compressor	
766	8051	1999 Ingersoll-Rand 185 CFM	304751V1J221	Ingersoll Rand 185CFM Air Compressor (Caged)	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
767	8054	2002 Ingersoll-Rand 185 CFM	331356UGM295	Ingersoll Rand 185CFM Air Compressor (Caged)	
768	8052	2002 Ingersoll-Rand 185 CFM	331360UGM295	Ingersoll Rand 185CFM Air Compressor	
769	8053	2002 Ingersoll-Rand 185 CFM	331359UGM295	Ingersoll Rand 185CFM Air Compressor	
770	8056	2006 Ingersoll-Rand 185 CFM	370875UEQB34	Ingersoll Rand 185CFM Air Compressor	
771	8057	2006 Ingersoll-Rand 185 CFM	370888UEQB34	Ingersoll Rand 185CFM Air Compressor	
772	8058	2006 Ingersoll-Rand 185 CFM	370873UEQB34	Ingersoll Rand 185CFM Air Compressor	
773	8059	2002 Ingersoll-Rand 185 CFM	330424	Ingersoll Rand 185CFM Air Compressor	
774	8060	2002 Ingersoll-Rand 185 CFM	330422	Ingersoll Rand 185CFM Air Compressor	
775	8072	2008 Ingersoll-Rand 185 CFM	398093UBSB34	Ingersoll Rand 185CFM Air Compressor	
776	8073	2008 Ingersoll-Rand 185 CFM	398094UBSB34	Ingersoll Rand 185CFM Air Compressor	
777	8074	2008 Ingersoll-Rand 185 CFM	398095UBSB34	Ingersoll Rand 185CFM Air Compressor	
778	8069	2007 Ingersoll-Rand 185 CFM	380224ULQB34	Ingersoll Rand 185CFM Air Compressor	
779	8070	2008 Ingersoll-Rand 185 CFM	398091UBSB34	Ingersoll Rand 185CFM Air Compressor	
780	8071	2008 Ingersoll-Rand 185 CFM	398092UBSB34	Ingersoll Rand 185CFM Air Compressor	
781	8075	2008 Ingersoll-Rand 185 CFM	398096UBSB34	Ingersoll Rand 185CFM Air Compressor	
782	8076	2008 Ingersoll-Rand 185 CFM	398091UBSB34	Ingersoll Rand 185CFM Air Compressor	
783	8068	2007 Ingersoll-Rand 185 CFM	380225ULQB34	Ingersoll Rand 185CFM Air Compressor	
784	W9793	John Deere 630	0063X006706	John Deere 630 14' Disc	
785	W533001	Test Header	CNV	30 Inch Test Header	
786	W533002	Test Header	CNV	30 Inch Test Header	
787	W533003	Test Header	CNV	30 Inch Test Header	
788	W533004	Test Header	CNV	30 Inch Test Header	
789	W533005	Test Header	CNV	30 Inch Test Header	
790	W533006	Test Header	CNV	30 Inch Test Header	
791	W533007	Test Header	CNV	30 Inch Test Header	
792	W533008	Test Header	CNV	30 Inch Test Header	
793	W533009	Test Header	CNV	30 Inch Test Header	
794	W533010	Test Header	CNV	30 Inch Test Header	
795	W533011	Test Header	CNV	30 Inch Test Header	
796	W533012	Test Header	CNV	30 Inch Test Header	
797	W533013	Test Header	CNV	30 Inch Test Header	
798	W533014	Test Header	CNV	30 Inch Test Header	
799	W533015	Test Header	CNV	30 Inch Test Header	
800	W533016	Test Header	CNV	30 Inch Test Header	
801	W533017	Test Header	CNV	30 Inch Test Header	
802	W533018	Test Header	CNV	30 Inch Test Header	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/MI/KM
803	WSTM3001	Test Header	CNV	30 Inch Test Header	
804	WSTM3002	Test Header	CNV	30 Inch Test Header	
805	W533601	Test Header	CNV	36 Inch Test Header	
806	W533602	Test Header	CNV	36 Inch Test Header	
807	W533603	Test Header	CNV	36 Inch Test Header	
808	W533604	Test Header	CNV	36 Inch Test Header	
809	W533605	Test Header	CNV	36 Inch Test Header	
810	W533606	Test Header	CNV	36 Inch Test Header	
811	W533607	Test Header	CNV	36 Inch Test Header	
812	W533608	Test Header	CNV	36 Inch Test Header	
813	W533609	Test Header	CNV	36 Inch Test Header	
814	W533610	Test Header	CNV	36 Inch Test Header	
815	W533611	Test Header	CNV	36 Inch Test Header	
816	W533612	Test Header	CNV	36 Inch Test Header	
817	W533613	Test Header	CNV	36 Inch Test Header	
818	W533614	Test Header	CNV	36 Inch Test Header	
819	WSTM3601	Test Header	CNV	36 Inch Test Header	
820	WSTM3602	Test Header	CNV	36 Inch Test Header	
821	WSTM3603	Test Header	CNV	36 Inch Test Header	
822	WSTM3604	Test Header	CNV	36 Inch Test Header	
823	WSTM4201	Test Header	CNV	42 Inch Test Header	
824	WSTM4202	Test Header	CNV	42 Inch Test Header	
825	WSTM4203	Test Header	CNV	42 Inch Test Header	
826	WSTM4204	Test Header	CNV	42 Inch Test Header	
827	WSTM4205	Test Header	CNV	42 Inch Test Header	
828	WSTM4206	Test Header	CNV	42 Inch Test Header	
829	WSTM4207	Test Header	CNV	42 Inch Test Header	
830	WSTM4208	Test Header	CNV	42 Inch Test Header	
831	WSTM4209	Test Header	CNV	42 Inch Test Header	
832	WSTM4210	Test Header	CNV	42 Inch Test Header	
833	WSTM4211	Test Header	CNV	42 Inch Test Header	
834	WSTM4212	Test Header	CNV	42 Inch Test Header	
835	WSTM4213	Test Header	CNV	42 Inch Test Header	
836	WSTM4214	Test Header	CNV	42 Inch Test Header	
837	WSTM4216	Test Header	CNV	42 Inch Test Header	
838	WSTM4217	Test Header	CNV	42 Inch Test Header	
839	WSTM4218	Test Header	CNV	42 Inch Test Header	
840	WSTM4219	Test Header	CNV	42 Inch Test Header	
841	WSTM4220	Test Header	CNV	42 Inch Test Header	
842	WSTM4221	Test Header	CNV	42 Inch Test Header	
843	STM4222600WT	Test Header	CNV	42 Inch Test Header	
844	STM4222888WT	Test Header	CNV	42 Inch Test Header	
845	STM4223600WT	Test Header	CNV	42 Inch Test Header	
846	STM4223888WT	Test Header	CNV	42 Inch Test Header	
847	WSTM4224	Test Header	CNV	42 Inch Test Header	
848	WSTM4225	Test Header	CNV	42 Inch Test Header	
849	W512000	2000 Anvil Clam Bucket Extension	HC-2282	Anvil Clam Bucket Extension	
850	W512001	2001 Clam Bucket Extension B-6950	CAT349	B-6950 Clam Bucket Extension	
851	W9509	Mid Continent	AB30540180	Mid Continent Boring Machine	
852	6901	Wenman Lowhead Pump	736273	Wenman 6" Lowhead Pump	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/MI/KM
853	W532401	Test Header	CNV	20 Inch Test Header	
854	W532402	Test Header	CNV	20 Inch Test Header	
855	W532403	Test Header	CNV	20 Inch Test Header	
856	W532404	Test Header	CNV	20 Inch Test Header	
857	W532405	Test Header	CNV	20 Inch Test Header	
858	W532406	Test Header	CNV	20 Inch Test Header	
859	WSTM2001	Test Header	CNV	20 Inch Test Header	
860	WSTM2002	Test Header	CNV	20 Inch Test Header	
861	WSTM2003	Test Header	CNV	20 Inch Test Header	
862	WSTM2004	Test Header	CNV	20 Inch Test Header	
863	WSTM2401	Test Header	CNV	24 Inch Test Header	
864	WSTM2402	Test Header	CNV	24 Inch Test Header	
865	WSTM2403	Test Header	CNV	24 Inch Test Header	
866	WSTM2404	Test Header	CNV	24 Inch Test Header	
867	W009346	Cepco Bucket	2350BDB0C015	Cepco 72" Bucket	
868	W562002	Finn B260T	MM-3136	Finn B260T Straw Blower	
869	9850	Finn B60	2952SD	Finn B60 Straw Mulcher on Trailer	
870	W511013	Excavator Attachment	442OB	72" Excavator Attachment	
871	WR1597	Backfill Blade	2XP00338	15ft. Backfill Blade to fit 336 Excavator	
872	WR1598	Backfill Blade	6V7475-02	15ft. Backfill Blade to fit 336 Excavator	
873	W511010	Backfill Blade	511010	10ft. Backfill Blade to fit 336 Excavator	
874	W511011	Backfill Blade	511011	10ft. Backfill Blade to fit 336 Excavator	
875	W9804	NPK Hydraulic Hammer	1140	NPK Hydraulic Hammer	
876	9803	ITC Hydraulic Hammer PM501C	403	ITC PM501C Hydraulic Hammer	
877	729	1996 Chevrolet Kodiak	1GBJ6H1J2TJ102640	Chevrolet Kodiak Vacuum Truck	1,543 Hrs
878	735	2004 Ford F750	3FRXF75T44V693227	Ford F-750 Winch Truck, 7.2L L6 Diesel, 154" bed	
879	946	1985 Mack	1M2R135Y1FM001174	Mack Truck Tractor	82,179
880	W9869	Dolly for Bending machine	CNV	Dolly for 42" Bending Machine	
881	9610	Roli Cradel	RC421	36-48" Roli Cradel	
882	9611	Roli Cradel	RC422	36-48" Roli Cradel	
883	9970	Roli Cradel	CNV	36-48" Roli Cradel	
884	9971	Pipe Roller Cradel	CNV	30"x42" Pipe Roller Cradle	
885		Rex Rollercone	CNV	20" Rex Rollercone	
886	WSRC0001	Steel Wheel Roli Cradle	C0001	26" Steel Wheel Roli-Cradle	
887	WSRC0002	Steel Wheel Roli Cradle	C0002	26" Steel Wheel Roli-Cradle	
888	W324158	Pipe Roller 324158	324158	Pipe Rollers-324158	
889	W324315	Pipe Roller 324315	324315	Pipe Rollers-324315	
890	W324333	Pipe Roller 324333	324333	Pipe Rollers-324333	
891	W324388	Pipe Roller 324388	324388	Pipe Rollers-324388	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
892	W324394	Pipe Roller 324394	324394	Pipe Rollers-324394	
893	6946	McFarland	70152	McFarland 2 Stage 1 1/4" Pressure Pump	
894	9885	Pioneer	5328	Pioneer 6" Wellpoint Pump	
895	W540001	Grundomudd DS500	DS5000639528	Grundomudd DS500 Bentonite Mud Mixing System	
896	W540002	Grundomudd DS500	DS5000430520	Grundomudd DS500 Bentonite Mud Mixing System	
897	6942	Grundomudd DS500	DS5000520526	Grundomudd DS500 Bentonite Mud Mixing System,500 Gallon Skid Mounted,Kubota 3 cyl, FMC LO618HVDI triplex pump, water tank, remote,Bentonite pmp,	
898	W9817	John Deere	W01517F002572	John Deere Bush Hog	
899	617	2008 Ford F550	1FDAW57R28EC56803	Ford F-550 4x4 S/A Flatbed Truck, 150" bed	65,829
900	618	2008 Ford F550	1FDAF57R08EC84230	Ford F-550 4x4 Crew Cab Bottle Truck	52,843
901	619	2008 Ford F550	1FDAF57R78EC75377	Ford F-550 4x4 S/A Flatbed Truck, 164" bed	
902	WORST0001	T/A Off Road Supply Trailer	CNV	T/A Off Road Supply Trailer	
903	WORST0003	T/A Off Road Supply Trailer	CNV	T/A Off Road Supply Trailer	
904	W532001	Test Header	CNV	20 Inch Test Header	
905	W532002	Test Header	CNV	20 Inch Test Header	
906	W532003	Test Header	CNV	20 Inch Test Header	
907	W532004	Test Header	CNV	20 Inch Test Header	
908	W532005	Test Header	CNV	20 Inch Test Header	
909	W532006	Test Header	CNV	20 Inch Test Header	
910	W532007	Test Header	CNV	20 Inch Test Header	
911	W53200703	Test Header	201603	20 Inch Test Header	
912	W532008	Test Header	CNV	20 Inch Test Header	
913	W53200803	Test Header	201603	20 Inch Test Header	
914	W532009	Test Header	CNV	20 Inch Test Header	
915	W53200903	Test Header	201603	20 Inch Test Header	
916	W532010	Test Header	CNV	20 Inch Test Header	
917	W53201003	Test Header	201603	20 Inch Test Header	
918	W532011	Test Header	CNV	20 Inch Test Header	
919	W53201103	Test Header	201603	20 Inch Test Header	
920	W532012	Test Header	CNV	20 Inch Test Header	
921	W53201203	Test Header	201603	20 Inch Test Header	
922	W532013	Test Header	CNV	20 Inch Test Header	
923	W532014	Test Header	CNV	20 Inch Test Header	
924	W532015	Test Header	CNV	20 Inch Test Header	
925	W532016	Test Header	CNV	20 Inch Test Header	
926	W511017	Excavator Bucket	Z1K-11997	72" Excavator Bucket Fits 336 Excavator	
927	W511018	Excavator Bucket	Z1K-12720	72" Excavator Bucket Fits 336 Excavator	
928	W9892	Brillion X108	177584	Brillion X108 Pac/Mulcher	
929	301	2008 Chevrolet 2500HD	1GCHK29K68E202031	6.0 L, V8, A/T, int fair, body damage	88,602

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
930	302	2008 Chevrolet 2500HD	1GCHK29K38E201869	Chevrolet 2500HD 4x4 Extended Cab Pickup	
931	303	2008 Chevrolet 2500HD	1GCHK29K48E201525	Chevrolet 2500HD 4x4 Extended Cab Pickup	86,751
932	305	2008 Chevrolet 2500HD	1GCHK29K08E203059	Chevrolet 2500HD 4x4 Extended Cab Pickup	76,702
933	308	2008 Chevrolet 2500HD	1GCHK29K78E203138	a/t, 8 ft bed	
934	309	2008 Chevrolet 2500HD	1GCHK29KX8E202792	Chevrolet 2500HD 4x4 Extended Cab Pickup	
935	311	2008 Chevrolet 2500HD	1GCHK29K88E203696	6.0 L, V8, A/T	
936	312	2008 Chevrolet 2500HD	1GCHK29K78E203463	Chevrolet 2500HD 4x4 Extended Cab Pickup	
937	313	2008 Chevrolet 2500HD	1GCHK29K88E203813	6.0 L, V8, A/T	97,086
938	314	2008 Chevrolet 2500HD	1GCHK29K78E203656	Chevrolet 2500HD 4x4 Extended Cab Pickup	
939	316	2008 Chevrolet 2500HD	1GCHK29K28E203855	Chevrolet 2500HD 4x4 Extended Cab Pickup	
940	317	2008 Chevrolet 2500HD	1GCHK29K38E203752	Chevrolet 2500HD 4x4 Extended Cab Pickup	
941	319	2008 Chevrolet 2500HD	1GCHK29K48E204523	6.0 L, V8, A/T, rust & body damage	96,374
942	320	2008 Chevrolet 2500HD	1GCHK29K48E205400	6.0 L, V8, A/T	
943	W0310	2008 Chevrolet 2500HD	1GCHK24K28E203717	Chevrolet 2500HD 4x4 Regular Cab Pickup	
944	W0402	2007 Chevrolet 2500HD	1GCHK29K07E550728	6.0 L, V8, A/T	
945	404	2007 GMC 2500	1GTHK29K87E507660	GMC 2500 4x4 Extended Cab Pickup	131,459
946	418	2007 Chevrolet 2500	1GCHK29K97E559086	Chevrolet 2500 4x4 Ext. Cab Longbed PU	97,248
947	458	2007 Chevrolet 2500	1GCHK23U77F145986	6.0 L, V8, A/T	
948	464	2007 Chevrolet 2500	1GCHK29U67E199292	6.0 L, V8, A/T	
949	468	2007 Chevrolet 2500	1GCHK29K67E545520	Chevrolet 2500 4x4 Extended Cab Pickup	
950	469	2007 Chevrolet 2500	1GCHK29K97E544930	6.0 L, V8, A/T, a lot of warning lights on, interior poor	
951	475	2007 Chevrolet 2500	1GCHK29K97E510924	Chevrolet 2500 4x4 Extended Cab Pickup	
952	476	2007 Chevrolet 2500	1GCHK29K07E561311	6.0 L, V8, A/T	319
953	932	1986 Kenworth W900	1XKWD29X5GS334344	Eaton Fuller RTO14613RC trans, Cummins NTC, 315 hp, exhaust brake, 8 bag a/r, 18' bed	45,961
955	W2438B	2008 Aluma Radio Tower Trailer TM12	1A9B116198F7	Aluma Radio Tower Trailer	
956	W2439A	2008 Aluma Radio Tower Trailer	1A9B116198F729025	Aluma Radio Tower Trailer	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
957	W2439B	2008 Aluma Radio Tower Trailer	1A9B116108F	Aluma Radio Tower Trailer	
958	W371058	2018 Big Tex 22GN20BK5MR	16VGX2028J6003819	Big Tex 8.5x 20 Trailer	
959	W371060	2018 Big Tex 22GN20BK5MR	16VGX2021J6021224	Big Tex 8.5x 20 Trailer	
960	W371061	2018 Big Tex 22GN20BK5MR	16VGX2027J6024130	Big Tex 8.5x 20 Trailer	
961	W371059	2018 Big Tex	16VGX2026J6006623	Big Tex 8.5x 20 Trailer	
962	W37-1064	2018 Carry-on	4YMBU0812JG064162	Carry-On 5x8 Utility Trailer	
963	W371062	2018 Carry-on	4YMBU0812JG063049	Carry-On Utility Trailer	
964	W37-1063	2018 Carry-on	4YMBU0812JG064161	Carry-On Utility trailer	
965	R2852	2018 Low Pro	4P5FD3023J1279379	Low Pro Deckover Gooseneck Trailer	
966	W371036	2018 PJ T6	3CVT62024J2189847	PJ T6 Equipment Trailer	
967	W371037	2018 PJ T6	3CVT62024J2189864	PJ T6 Equipment Trailer, 14000 Lb 20 Ft x 7 Ft T/A Tilt Deck,ball hitch, 235/80R16	
968	9824	Vacuworx RC-10	99371069	Vacuworx RC-10 Pipe Vacu-Lift	
969	W583010	Lift Technologies	LTPH42004	Lift Technologies Pads for Vacu Lift 34-42"	
970	W583011	Lift Technologies	LTPH42005	Lift Technologies Pads for Vacu Lift 34-42"	
971	58	Lift Technologies	LTPH42003	Lift Technologies Pads for Vacu Lift 34-42"	
972	W9907	Pad for Vac-Lift	RP0420036	42" Pad for Vac-Lift	
973	W9908	Pad for Vac-Lift	RP0420037	42" Pad for Vac-Lift	
974	WSVP4201	Pad for Vac-Lift	RP0420002	42" Pad for Vac-Lift	
975	WSVP4205	Pad for Vac-Lift	RP0420057	42" Pad for Vac-Lift	
976	WSVP4206	Pad for Vac-Lift	RP0420058	42" Pad for Vac-Lift	
977	W583013	Pad for Vac-Lift	RP0420107	42" Pad for Vac Lift	
978	WSVP3603	Pad for Vac-Lift	RP0360031	36" Pad for Vacu-Lift	
979	WSVP3601	Pad for Vac-Lift	RP0360023	36" Pad for Vac-Lift	
980	W535000	Allmand Maxi Heater	0116MXH08	Allmand Maxi Heater	
981	W535001	Allmand Maxi Heater	0115MXH08	Allmand MAxi Heater	
982	8043	Quincy HT 390	6113771	Quincy HT 390 Air Compressor	
983	8039	Quincy 390 LVD	350-104 391214LVD	Quincy 390 LVD Air Compressor	
984	8032	1972 Quincy 390	763574L	Quincy 390 Air Compressor	
985	W10020	Krause	CNV	Krause Farm Disc	
986	18-3004	Krause	B01118	Krause Tandem Disc	
987	W10023	International	U012411	International 47 Tandem 13' Farm Disc	
988	W9848	International 470	400004016336	International 470 Fold up Disc	
989	W371038	2018 PJ T6	3CVT6202XJ2189867	19 Ft T/A Tilt, ball hitch	
990	W371054	2018 Sure-Trac	5JW101019J1218239	Sure-Trac Uitlity Trailer	
991	W371055	2018 Sure-Trac	5JW1U1016J1218215	Sure-Trac Uitlity Trailer	
992	W371057	2018 Sure-Trac	5JW1U1010J1216623	Sure-Trac Uitlity Trailer	
993	37-1047	2017 Sure-Trac	5JW2U2525H3202856	pintle hitch, spring susp, 5' beavertail, ramps	
994	W531201	Test Header	CNV	12 Inch Test Header	
995	W531202	Test Header	CNV	12 Inch Test Header	
996	W531203	Test Header	CNV	12 Inch Test Header	
997	W531204	Test Header	CNV	12 Inch Test Header	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
998	W531205	Test Header	CNV	12 Inch Test Header	
999	W531206	Test Header	CNV	12 Inch Test Header	
1000	W531207	Test Header	CNV	12 Inch Test Header	
1001	W531208	Test Header	CNV	12 Inch Test Header	
1002	W531209	Test Header	CNV	12 Inch Test Header	
1003	W531210	Test Header	CNV	12 Inch Test Header	
1004	W531211	Test Header	CNV	12 Inch Test Header	
1005	W531212	Test Header	CNV	12 Inch Test Header	
1006	W531213	Test Header	1213	12 Inch Test Header	
1007	W531214	Test Header	CNV	12 Inch Test Header	
1008	WSTM1201	Test Header	CNV	12 Inch Test Header	
1009	WSTM1202	Test Header	CNV	12 Inch Test Header	
1010	WSTM1203	Test Header	CNV	12 Inch Test Header	
1011	WSTM1204	Test Header	CNV	12 Inch Test Header	
1012	WSTM1205	Test Header	CNV	12 Inch Test Header	
1013	WSTM1206	Test Header	CNV	12 Inch Test Header	
1014	WSTM1207	Test Header	CNV	12 Inch Test Header	
1015	WSTM1208	Test Header	CNV	12 Inch Test Header	
1016	WSTM1209	Test Header	CNV	12 Inch Test Header	
1017	WSTM1210	Test Header	CNV	12 Inch Test Header	
1018	WSTM1211	Test Header	CNV	12 Inch Test Header	
1019	WSTM1212	Test Header	CNV	12 Inch Test Header	
1020	W531601	Test Header	CNV	16 Inch Test Header	
1021	W531602	Test Header	CNV	16 Inch Test Header	
1022	W531603	Test Header	CNV	16 Inch Test Header	
1023	W531604	Test Header	CNV	16 Inch Test Header	
1024	W531605	Test Header	1605	16 Inch Test Header	
1025	W531606	Test Header	CNV	16 Inch Test Header	
1026	W531607	Test Header	1607	16 Inch Test Header	
1027	W531608	Test Header	1608	16 Inch Test Header	
1028	W531609	Test Header	CNV	16 Inch Test Header	
1029	W53160903	Test Header	201603	16 Inch Test Header	
1030	W531610	Test Header	CNV	16 Inch Test Header	
1031	W53161003	Test Header	201603	16 Inch Test Header	
1032	W531611	Test Header	CNV	16 Inch Test Header	
1033	W53161103	Test Header	201603	16 Inch Test Header	
1034	W531612	Test Header	CNV	16 Inch Test Header	
1035	W53161203	Test Header	201603	16 Inch Test Header	
1036	W531613	Test Header	CNV	16 Inch Test Header	
1037	W531614	Test Header	CNV	16 Inch Test Header	
1038	W531615	Test Header	CNV	16 Inch Test Header	
1039	W531616	Test Header	CNV	16 Inch Test Header	
1040	WSTT0001	Ironhorse Tensile Tester	CNV	Ironhorse 30 Ton Tensile Tester	
1041	WSTT0002	Ironhorse Tensile Tester	HDT218	Ironhorse 30 Ton Tensile Tester	
1042	WSTT0003	Ironhorse Tensile Tester	HDT-343 / 7910-305	Ironhorse Tensile Tester	
1043	WSTT0004	Ironhorse Tensile Tester	T-60-045	Ironhorse Tensile Tester	
1044	WSTTG0001	Ironhorse Tensile Tester	CNV	Ironhorse Tensile Tester Gauge	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
1045	WSTTG0002	Ironhorse Tensile Tester	CNV	Ironhorse Tensile Tester Guage	
1046	WG1	Godzilla	CNV	Godzilla 20" Testing Manifold	
1047	WG2	Godzilla	CNV	Godzilla 24-26" Testing Manifold	
1048	WG3	Godzilla	CNV	Godzilla 36" Testing Manifold	
1049	WG4	Godzilla	CNV	Godzilla 42" Testing Manifold	
1050	WG5	Godzilla	CNV	Godzilla 12" Testing Manifold	
1051	9360	Pemberton	0593-017	Pemberton 36" Hydraulic Clamshell Bucket	
1052	8049	CRC K162390-R HT-390	6133403	CRC K162390-R HT-390 Compressor	
1053	8050	CRC K162390-R HT-390	6133402	CRC K162390-R HT-390 Compressor	
1054	W16042	Inn	16C73516	Inn Straw Blower	
1055	10008	Renco	4669	Renco Straw/Hay Blower	
1056	W9404	Case 1800	D2-311-002	Case 1800 Chisel Plow, 3 point hitch	
1057	W371048	2017 Big Tex	16VGX2029H6041635	5' beavertail, spring susp	
1058	W371049	2017 Big Tex 22GN20BK5MR	16VGX2025H6053426	Big Tex Equipment Trailer	
1059	W371050	2017 Big Tex 22GN20BK5MR	16VGX2029H6069371	Big Tex Equipment Trailer	
1060	W371051	2017 Big Tex Tex	16VGX2025H6079615	Big Tex Equipment Trailer	
1061	37-1044	2017 CAM HD	5JPBU3121HP050753	pintle hitch, spring susp, 5' beavertail, ramps	
1062	37-2002	2016 Appalachian	5Z5FD2421GS000647	Appalachian Utility Trailer	
1063	37-2003	2016 Appalachian	5Z5FD2421GS000662	17 Ft T/A Tilt EQP, ball hitch, 3 ft dovetail, 15k gvw	
1064	WR5208	2017 Orange	5JW1U1628H1155208	Orange Uitlity Trailer	
1065	37-1023	2016 Sure-Trac	5JW1U1827G2145131	pintle hitch, spring susp	
1066	37-1020	2015 Sure-Trac	5JW1U1823F1110669	Sure-Trac 7 x 18 Tilt Bed Trailer	
1067	37-1022	2016 Sure-Trac	5JW1U2227G2145130	pintle hitch, spring susp	
1068	37-1035	2017 Sure-Trac	2189785	Sure-Trac 7x 20 Tilt Bed Trailer	
1069	37-1036	2017 Sure-Trac	2189785	Sure-Trac 7x 20 Tilt Bed Trailer	
1070	37-1037	2017 Sure-Trac	2189864	Sure-Trac 7x 20 Tilt Bed Trailer	
1071	37-1038	2017 Sure-Trac	2189867	Sure-Trac 7x 20 Tilt Bed Trailer	
1072	37-1032	2017 Sure-Trac ST82184FWTEB140	CNV	Sure-Trac 7x 20 Tilt Bed Trailer	
1073	37-1033	2017 Sure-Trac	CNV	Sure-Trac 7x 20 Tilt Bed Trailer	
1074	37-1034	2017 Sure-Trac	CNV	spring susp, ball hitch	
1075	37-1024	2017 Sure-Trac	5JW1U222XH1201942	18 Ft x 6 Ft 10 In. T/A Tilt Deck EQP	
1076	37-1025	2017 Sure-Trac	5JW1U2224H1201936	Sure-Trac 7x18 Tilt Bed Trailer	
1077	37-1026	2017 Sure-Trac	5JW1U2220H1201934	spring susp, ball hitch	
1078	37-1027	2017 Sure-Trac	5JW1U2221H1201943	spring susp, ball hitch	
1079	37-1028	2017 Sure-Trac	5JW1U2223H1201944	Sure-Trac 7x18 Tilt Bed Trailer	
1080	37-1041	2017 Sure-Trac	5JW162222H2163293	21 Ft T/A INOPERABLE, missing 2 tires, no hitch	
1081	37-1042	2017 Sure-Trac ST82184FWTEB140	5JW1U222H2163294	Sure-Trac 7x18 Tilt Bed Trailer	
1082	37-1043	2017 Sure-Trac ST82184FWTEB140	5JW1U2221H2161292	Sure-Trac 7x18 Tilt Bed Trailer	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/MI/KM
1083		2017 Sure-Trac	CNV	Sure-Trac 7x18 Tilt Bed Trailer	
1084		2017 Sure-Trac	CNV	Sure-Trac 7x18 Tilt Bed Trailer	
1085		2017 Sure-Trac	CNV	Sure-Trac 7x18 Tilt Bed Trailer	
1086	37-1021	2016 Sure-Trac	5JW1U2221G2147276	18 Ft x 6 Ft 10 In. T/A Tilt Deck EQP	
1087	W371029	2017 Sure-Trac	5JW1U1820H2159373	Sure-Trac Uitlity Trailer	
1088	W371030	2017 Sure-Trac	5JW1U1824H2159375	Sure-Trac Uitlity Trailer	
1089	W371031	2017 Sure-Trac	5JW1U1827H2153988	18 Ft x 6 Ft 10 In. T/A Tilt Deck EQP	
1090	W371032	2017 Sure-Trac	5JW1U2227H1203275	Sure-Trac Uitlity Trailer	
1091	W371033	2017 Sure-Trac	5JW1U2029H2203274	spring susp, ball hitch	
1092	W371034	2017 Sure-Trac	5JW1U2027H2201832	Sure-Trac Uitlity Trailer	
1093	W371039	2017 Sure-Trac	5JW1U1826H1206766	Sure-Trac Uitlity Trailer	
1094	W371040	2017 Sure-Trac	5JW1U1827H1205609	Sure-Trac Uitlity Trailer	
1095	W583001	Vac-Lift Pad	RPO00031	30" Pad for Vac-Lift	
1096	W583002	Vac-Lift Pad	RPO00030	30" Pad for Vac-Lift	
1097	WSWP4012	Multi Quip	40TH-1962	Multi-Quip 4" Water Pump	
1098	WSWP4014	Multi Quip	40TH-2639	Multi-Quip 4" Water Pump	
1099	WSWM0001	1999 Miller XMT 304	KK121040	Miller XMT304 CC/CV Welder	
1100	WSWM0002	1998 Miller XMT 304	KJ126205	Miller XMT 304 CC/CV Welder	
1101	WSWM0003	1999 Miller XMT 304	KK005860	Miller XMT 304 CC/CV Welder	
1102	WSWM0004	1998 Miller XMT 304	KJ193607	Miller XMT 304 CC/CV Welder	
1103	WSWM0005	1999 Miller XMT 304	KK017206	Miller XMT 304 CC/CV Welder	
1104	WSWM0006	1999 Miller XMT 304	KK017204	Miller XMT 304 CC/CV Welder	
1105	WSWM0007	1999 Miller XMT 304	KK017188	Miller XMT 304 CC/CV Welder	
1106	WSWM0008	1999 Miller XMT 304	KK005859	Miller XMT 304 CC/CV Welder	
1107	WSWM0009	1999 Miller XMT 304	KK005857	Miller XMT 304 CC/CV Welder	
1108	WSWM0010	1999 Miller XMT 304	KK017209	Miller XMT 304 CC/CV Welder	
1109	WSWM0011	1999 Miller XMT 304	KK17207	Miller XMT 304 CC/CV Welder	
1110	WSWM0012	1999 Miller XMT 304	KK005853	Miller XMT 304 CC/CV Welder	
1111	WSWM0013	1999 Miller XMT 304	KK017203	Miller XMT 304 CC/CV Welder	
1112	WSWM0014	Miller XMT 304	CNV	Miller XMT 304 CC/CV Welder	
1113	WSWM0015	1999 Miller XMT 304	KK005856	Miller XMT 304 CC/CV Welder	
1114	WSWM0017	1999 Miller XMT 304	KK005851	Miller XMT 304 CC/CV Welder	
1115	WSWM0018	1999 Miller XMT 304	KK121042	Miller XMT 304 CC/CV Welder	
1116	WSWM0019	1999 Miller XMT 304	KK017193	Miller XMT 304 CC/CV Welder	
1117	WSWM0020	1999 Miller XMT 304	KK005855	Miller XMT 304 CC/CV Welder	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/MI/KM
1118	WSWM0021	1999 Miller XMT 304	KK005850	Miller XMT 304 CC/CV Welder	
1119	WSWM0022	1999 Miller XMT 304	KK017208	Miller XMT 304 CC/CV Welder	
1120	WSWM0023	1999 Miller XMT 304	KK005858	Miller XMT 304 CC/CV Welder	
1121	WSWM0024	Miller XMT 304	CNV	Miller XMT 304 CC/CV Welder	
1122	WSWM0025	1999 Miller XMT 304	KK005852	Miller XMT 304 CC/CV Welder	
1123	WSWM0026	Miller XMT 304	CNV	Miller XMT 304 CC/CV Welder	
1124	WSWM0027	Miller XMT 304	CNV	Miller XMT 304 CC/CV Welder	
1125	WSWM0028	Miller XMT 304	CNV	Miller XMT 304 CC/CV Welder	
1126	WSWM0029	1999 Miller XMT 304	KK017205	Miller XMT 304 CC/CV Welder	
1127	WSWM0030	Miller XMT 304	CNV	Miller XMT 304 CC/CV Welder	
1128	WSWM0031	1998 Miller XMT 304	KJ132107	Miller XMT 304 CC/CV Welder	
1129	WSWM0037	2002 Miller XMT 304	LC066233	Miller XMT 304 CC/CV Welder	
1130	WSWM0032	2000 Miller S-32P	LA122987	Miller S-32P Wire Feed Box	
1131	WSWM0033	Miller S-32P	CNV	Miller S-32P Wire Feed Box	
1132	WSWM0034	1999 Miller S-32P	KK087160	Miller S-32P Wire Feed Box	
1133	WSWM0035	1999 Miller S-32P	KK087168	Miller S-32P Wire Feed Box	
1134	WSWM0036	1999 Miller S-32P	KK087171	Miller S-32P Wire Feed Box	
1135	W4614	1999 Miller	KK163147	Miller Pro-welder	
1136	W4613	1999 Miller	KK152298	Miller Pro Welder	
1137	W4622	2000 Miller Pipe Pro 304	LA085895	Miller Pipe Pro 304	
1138	W4634	1999 Miller Invision Pipe Pro 304	KK038129	Miller Invision Pipe Pro 304 Welder	
1139	W4635	1999 Miller Invision Pipe Pro 304	KK038116	Miller Invision Pipe Pro 304 Welder	
1140	W4636	1999 Miller Invision Pipe Pro 304	KK097295	Miller Invision Pipe Pro 304 Welder	
1141	W4617	1999 Miller Invision 456MP	KK324355	Miller Invision 456MP Welder	
1142	W4618	2000 Miller Invision 456MP	LA001918	Miller Invision 456MP Welder	
1143	W4619	1999 Miller Invision 456MP	KK258511	Miller Invision 456MP Welder	
1144	W4620	2000 Miller Invision 456MP	LA041230	Miller Invision 456MP Welder	
1145	W4621	2000 Miller Invision 456MP	LA041222	Miller Invision 456MP Welder	
1146	W4629	2000 Miller Invision 456MP	LA151882	Miller Invision 456MP Welder	
1147	W4630	2000 Miller Invision 456MP	LA151889	Miller Invision 456MP Welder	
1148	W4631	2000 Miller Invision 456MP	LA151890	Miller Invision 456MP Welder	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
1149	W4632	2000 Miller Invision 456MP	LA151891	Miller Invision 456MP Welder	
1150	W4633	2000 Miller Invision 456MP	LA151900	Miller Invision 456MP Welder	
1151	W4639	Powermia 350	U1060302956	Powermia 350 Push Pull	
1152	W4641	Powermax 1000	1000-030714	Powermax 1000 Plasma System	
1153	W4640	2006 Lincoln Precision TIA 375	U1060605185	Lincoln Precision TIA 375 Welder	
1154	W4644	2008 Lincoln 200 D	C1080500120	Lincoln 200 D Welding Machine	
1155	W4645	2007 Lincoln 200 D	C1071000018	Lincoln 200 D Welding Machine	
1156	9806	Dynapad K46L	508021	Dynapad K46L Padder Attachment, hyd pwr unit w/Deutz 3 cyl, 5 x 6 ft incline grizzly w/ hyd raise, 42 in. x 13 ft cnv, 4 x 6 ft 2 deck screen	
1157	WSRC0003	Roli Cradle Single Head Iron	S312339	6-12" Single Head Iron Roli Cradle	
1158	WSRC0004	Roli Cradle Single Head Iron	S312340	6-12" Single Head Iron Roli Cradle	
1159	6924	Dean Hill	115190	Dean Hill 2 Stage Highhead Fill Pump	
1160	9815	Ditch Witch 1820HE	IR1640	Ditch Witch 1820HE Trencher	
1161	9826	2000 Ditch Witch 1820HE	1T2803	Ditch Witch 1820 Trencher	
1162	9362	Allied 9800	8370	Allied 9800 Compactor	
1163	9866	Allied Hy-Ram 9800	8370	Allied Hy-Ram 9800 Hydraulic Hammer	
1164	W511005	Allied AR165	1192	Allied AR165 Hydraulic Hammer	
1165	W559100	2016 Blast One 400cfm	16-11-7958	Blast One 400cfm Moisture Removal System	
1166	W9973	2007 Polaris Ranger 500EFI	4XARH50AX72368813	Polaris Ranger 500EFI 4x4 All Terrain Vehicle	
1167	W5186T	Skidsteer	6683R4444JAJ682	Skidsteer Trencher Attachment	
1168	W10025	Cat T9B	W2F00174	Caterpillar T9B Trencher for Skidsteer	
1169	WSVP2401	Vac-Lift Pad	RP0240023	24" Pad for Vac-Lift	
1170	WSVP2402	Vac-Lift Pad	RP0240037	24" Pad for Vac-Lift	
1171	WSVP2001	Vac-Lift Pad	RP0200012	20" Pad for Vac-Lift	
1172	WSVP2002	Vac-Lift Pad	RP0200048/49	20" Pad for Vac-Lift	
1173	WSTB0002	Trench box	21719	Trench Box 8' x 16' x 4'	
1174	WSTB0003	Trench box	21720	Trench Box 8' x 16' x 4'	
1175	WSTB0004	Trench box	21721	Trench Box 8' x 16' x 4'	
1176	WSTB0005	Trench box	21722	Trench Box 8' x 16' x 4'	
1177	WSTB0006	Trench box	CNV	Trench Box 2 X 14	
1178	WSTB0007	Trench box	CNV	Trench Box	
1179	WSTB0008	Aluminum Trench Box	CNV	Aluminum Trench Box 12' x 8' x 8'	
1180	WSTB0009	Protec	23122	Protec Trench Box 16' x 8' x 8' or 10'	
1181	WSTB0010	Protec	29358	Protec Trench Box End Panel 8' x 12'	
1182	WSTB0011	Protec	29379	Protec Trench Box End Panel 8' x 12'	
1183	WSEHPU0001	Electric Hydraulic Power Unit	I0639Y5	Electric Hydraulic Power Unit for Hydraulic Wrench	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
1184	WSHW0001	TorcUP	U7-0632-17	TorcUP 1.5 Inch Square Drive Hydraulic Wrench	
1185	WSHW0002	TorcUP	U7-0623-02	TorcUP 1.5 Inch Hydraulic Wrench	
1186	W371046	2017 Sure-Trac	5JW1U2225H1205610	18 Ft x 6 Ft 10 In. T/A Tilt Deck EQP	
1187	W371056	2017 Sure-Trac	5JW1U1018H1156942	Sure-Trac Utility Trailer	
1188	W1333	1984 Fontaine	1A1242200E1538003	Fontaine T/A Step Deck	
1189	W1334	1979 Fontaine	32317	Fontaine T/A Step Deck	
1190	W530601	Test Header	CNV	6 Inch Test Header	
1191	W530602	Test Header	530602	6 Inch Test Header	
1192	W530801	Test Header	CNV	8 Inch Test Header	
1193	W530802	Test Header	CNV	8 Inch Test Header	
1194	WSTM8001	Test Header	CNV	8 Inch Test Header	
1195	WSTM8002	Test Header	M8002	8 Inch TestHeader	
1196	W531001	Test Header	CNV	10 Inch Test Header	
1197	W531002	Test Header	CNV	10 Inch Test Header	
1198	24-1002	2004 International	4DRBRABN14B969907	International Bus 54 Passenger	206,433
1199	24-1007	2002 International	4DRBRAAN72A947446	International 48-60 Passenger Bus	149,665
1200	24-1008	2002 International	4DRBRAAN52A947445	International 48-60 Passenger Bus	148,555
1201	24-1013	2002 International	1HVBRAAP42A920818	INOPERABLE	144,993
1202	24-1014	2002 International	1HVBRAAP22A920817	International 48-60 Passenger Bus	137,353
1203	24-1001	2000 International 3800	1HVBBABM2YH305175	International Bus 25 Passenger	126,091
1204	24-1017	1999 International	1HVBBAAN5XH232988	International Blue Bird Bus	198,832
1205	559	1989 International	1HVLPCFN5KH652656	International Bus	179,117
1206	592	1998 International	1HVBBABP8WH597275	International Bus	102,705
1207	24-1019	1998 International	1HVBBAAN0WH615901	International Thomas Bus	247,662
1208	593	1997 International	1HVBBABP4VH468528	INOPERABLE	
1209	24-1015	1997 International	1HVBBAAN2VH504748	International Blue Bird Bus	234,092
1210	590	1997 International 3800	1HVBBAAM9VH461226	International 53 Passenger Bus	131,014
1211	579	1996 International	1HVBBAAP4TH371215	cnv miles	2,457
1212	580	1996 International	1HVBBAAP5TH371210	International Thomas 65 Passenger Bus	10
1213	583	1996 International	1HVBDAAN3TH264133	INOPERABLE	
1214	587	2005 International	1HVBBACN95H617265	International 66 Passenger Bus	
1215	581	1995 International	1HVBBACPXSH610360	International 30 Passenger Bus	4,131

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Item #	Unit Number	Description	S/N	Features	Hr/MI/KM
1216	562	1992 International	1HVBBPEN9NH459093	International Bus	
1217	563	1992 International	1HVBBPEN5NH459091	International Bus	
1218	564	1990 International	1HVBAZRM8LH276166	International Bus	
1219	24-1023	2002 GMC	1GDM7T1C62J514001	GMC Bus	
1220	W241012	2003 Freightliner	4UZAAXCS03CK90228	Freightliner Bus	
1221	24-1009	2003 Freightliner	4UZAAXCS43CK90233	cnv miles	211,629
1222	24-1010	2003 Freightliner	4UZAAXCS23CK90232	Freightliner 48-60 Passenger Bus	1,244
1223	24-1011	2003 Freightliner	4UZAAXCS63CK90234	Freightliner 48-60 Passenger Bus	249,633
1224	24-1012	2003 Freightliner	4UZAAXCS03CK90228	cnv miles	202,694
1225	24-1000	2001 Freightliner	4UZ3CJAC51CH48325	Freightliner Bus 25 Passenger	1,007
1226	24-1024	2001 Freightliner	4UZAAXBV71CH66261	Freightliner Bus	217,412
1227	W241020	2000 Freigthliner	4UZ6CFBA7YCA77869	Freigthliner Bus	
1228	24-1020	2000 Freightliner	4UZ6CFBA7TCA77869	Freightliner Bus	297,310
1229	24-1018	1999 Freightliner	4UZ6CFAA7XCA77886	Freightliner Bus	113,012
1230	24-1006	1999 Ford	1FDSF37F8XHH60184	Ford Bus	120
1231	24-1022	1997 Ford	1FDXB80C7VVA00701	Ford Bus	
1232	24-1021	1998 Ford	1FDXB80C3wVA23068	Ford Bus	231,875
1233	577	1999 Bluebird	1HVBBAANXH207318	Bluebird Bus 65 Passenger Bus INOPERABLE	
1234	24-1005	1997 Bluebird	1FDXB80C1VVA03545	Bluebird 72 Passenger Bus	828
1235	24-1016	2002 American Trans	1HVBRAAN72B944961	American Trans IC Bus	149,789
1236	W511016	Excavator Bucket	511016	48" Excavator Bucket Fits 336 Excavator	
1237	WR2453	Excavator Bucket	NBC08481	48" Excavator Bucket	
1238	W511019	Excavator Bucket	WAT01336	42" Excavator Bucket Fits 336 Excavator	
1239	8048	Chicago 185CFM	14565	Chicago Pneumatic 185CFM Air Compressor	
1240	WR47215	2014 Atlas Copco	4500A1016ER047215	Atlas Copco Air Compressor	
1241	WR49998	2015 Atlas Copco	4500A1016FR049998	Atlas Copco Air Compressor	
1242	WR51898	2016 Atlas Copco	4500A101XGR051898	Atlas Copco Air Compressor	
1243	9082	Mastercraft	908	Master Craft 6000 lb Forklift	
1244	W9871	1990 Clark CGP40	CGP460G00779507FB	Clark CGP40 Forklift	
1245	W9790	1985 Clark GCS25MC	G138MC-0285-6066	Clark Forklift GCS25MC	
1246	810	1989 Ford F800	1FDXK84A8KVA33937	Sullair 375 air comp, Clemco blast pot	
1247	W371035	2017 PJ PJ T6	3CVT62025H2189785	PJ T6 Equipment Trailer	
1248	37-1018	2014 Carryon	4YMUL1015EG063257	Carry On 5'x8' Landscape Utility Trailer	
1249	37-1019	2014 Carryon	4YMUL1013EG060759	Carry On 5'x8' Landscape Utility Trailer	
1250	37-1017	2014 GE	1G9LT1827EM442686	GE Utility Trailer	
1251	51-1006	Line up Clamps	53662	Line Up Clamps 34" - 42"	
1252	37-2000	2011 Hudson	10HHTMBH5B1000048	18 Ft T/A, pintle, 3 ft dovetail, ramps	
1253	1318	2009 Leonard	5BFBA12289M010501	12 x 6 Ft S/A, cnv s/n, looks operable, fender & frame damage	
1254	1307	2008 Leonard	5BFBA12268M008244	12 Ft T/A EQP	
1255	1308	2008 Leonard	5BFBA12208M009115	Leonard 6'x12' Flatbed Utility Trailer	
1256	1315	2008 Leonard	5BFBA12208M009373	Leonard 6'x12' Flatbed Utility Trailer	
1257	1316	2008 Leonard	5BFBA12208M009356	Leonard 6'x12' Flatbed Utility Trailer	
1258	1319	2008 Leonard	5BFBA12268M010477	Leonard 6'x12' Flatbed Utility Trailer	

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Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
1259	1309	2007 Leonard	5BFBA12107M006964	Leonard 6'x12' Flatbed Utility Trailer	
1260	1313	2008 Leonard	5BFBB18298M009361	16 Ft T/A, INOPERABLE, 1 ft dovetail, pintle, tongue damage	
1261	37-1013	2010 Leonard	5BFAU1621AM013483	Leonard Utility Trailer	
1262	W583004	Vacu-Lift Pad	RPO16-326/327	16" Pad for Vacu-Lift	
1263	W583003	Vacu-Lift Pad	RPO12-343/344	12" Pad for Vacu-Lift	
1264	W583007	Vacu-Lift Pad	RPO12-325/326	12" Pad for Vacu-Lift	
1265	WSVP1201	Vacu-Lift Pad	RP0120019	12" Pad for Vacu-Lift	
1266	WSVP1202	Vacu-Lift Pad	RP0120020	12" Pad for Vacu-Lift	
1267	W583005	Vacu-Lift Pad	RPO08-178/179	8" Pad for Vacu-Lift	
1268	W583006	Vacu-Lift Pad	RPO08-180/181	8" Pad for Vacu-Lift	
1269	W583008	Vacu-Lift Pad	RPO06-119/120	6" Pad for Vacu-Lift	
1270	W583009	Vacu-Lift Pad	RPO06-121/122	6" Pad for Vacu-Lift	
1271	8077	2018 Atlas Copco	854609	Atlas Copco 30 Gallon Shop Air Compressor w/ Honda 13 hp	
1272	8078	2018 Atlas Copco	855059	Atlas Copco 30 Gallon Shop Air Compressor w/ Honda 13 hp	
1273	8079	2018 Atlas Copco	855848	Atlas Copco 30 Gallon Shop Air Compressor w/ Honda 13 hp	
1274	8080	2018 Atlas Copco	855320	Atlas Copco 30 Gallon Shop Air Compressor w/ Honda 13 hp	
1275	8081	2018 Atlas Copco	854666	Atlas Copco 30 Gallon Shop Air Compressor w/ Honda 13 hp	
1276	8082	2018 Atlas Copco	854724	Atlas Copco 30 Gallon Shop Air Compressor w/ Honda 13 hp	
1277	8083	2018 Atlas Copco	855913	Atlas Copco 30 Gallon Shop Air Compressor w/ Honda 13 hp	
1278	W621000	Zinc Ribbon Applicator	1	Zinc Ribbon Applicator	
1279	W601000	2004 Amida	EMF07921	Amida Light Tower	
1280	W6915	Wheatley	508	Wheatley De-Sander	
1281	WSSA0001	Cat A198	SMR00168	Caterpillar A198 Auger Skid Steer Attachment	
1282	W560002	Cat A19	SMR09719	Caterpillar A19 Auger Skid Steer Attachment	
1283	WSCU0003	Broadcast	CNV	Broadcast Seeder	
1284	WSCU0005	Broadcast	CNV	Broadcast Seeder	
1285	WSCU0007	Broadcast	CNV	Broadcast Seeder	
1286	WSCU0009	Broadcast	CNV	Broadcast Seeder	
1287	1325	2007 Roadclipper	46UFU101971113468	10 Ft S/A	
1288	37-1014	2010 3Mustang	1M9UA1427AG568395	3Mustang Utility Trailer	
1289	37-1016	2009 Belmont	1B9TD18279G657659	Belmont Skidsteer Trailer, 12000 Lb 18 Ft x 6 ft 8 in. T/A Tilt Deck, pintle hitch,235/80R16	
1290	1314	2008 Contrail	4KNUC16268L160683	Contrail 8'6"x16' Flatbed Trailer, T/A, spring susp, pintle hitch, mixed LT235/85R16	
1291	37-1012	2006 Cronkhite	47336282461000600	Cronkhite Utility Trailer	
1292	37-1015	2011 Leonard	5BFAU1624BM015200	Leonard Utility Trailer	
1293	1399	2004 R&W	4RWUS08144N027565	R&W Ditch Witch Trailer	
1294	37-1000	2009 Renegade	5HNFS162291000305	Renegade Utility Trailer	
1295	37-1001	2009 Renegade	5HNFS162491000306	Renegade Utility Trailer	
1296	37-1002	2009 Renegade	5HNFS162691000307	Renegade Utility Trailer	

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Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
1297	37-1003	2009 Renegade	5HNFS162591000413	Renegade Utility Trailer	
1298	37-1004	2009 Renegade	5HNFS162791000414	16 Ft INOPERABLE, tongue bent	
1299	37-1005	2009 Renegade	5HNFS162091000416	Renegade Utility Trailer	
1300	37-1006	2009 Renegade	5HNFS162291000417	Renegade Utility Trailer	
1301	37-1007	2009 Renegade	5HNFS162691000419	Renegade Utility Trailer	
1302	37-1008	2009 Renegade	5HNFS162491000418	Renegade Utility Trailer	
1303	37-1009	2009 Renegade	5HNFS162991000415	Renegade Utility Trailer	
1304	37-1011	2009 Renegade	1B9B4162391194901	Renegade Utility Trailer	
1305	W371005	2009 Renegade	5HNFS162791000416	Renegade Utility Trailer	
1306	W371006	2009 Renegade	5HNFS162791000417	Renegade Utility Trailer	
1307	W371007	2009 Renegade	5HNFS162791000419	Renegade Utility Trailer	
1308	W371008	2009 Renegade	5HNFS162791000418	Renegade Utility Trailer	
1309	1320	2008 Road Clipper	46UFU101781119108	Road Clipper 10' Flatbed Utility Trailer	
1310	1326	2007 Roadclipper	46UFU101071113469	Roadclipper 10' Flatbed Trailer	
1311	1329	2007 Roadclipper	46UFU101771113470	Roadclipper 10' Flatbed Trailer	
1312	1381	2006 Ron's Trailers	1R9BF16266T522141	Ron's Trailers Inc. Bobcat Trailer	
1313	1377	2005 Ron's Trailers	1R9BE16275T522103	Ron's Trailers Inc. Bobcat Trailer	
1314	38-1006	Container 40'	TTNU9001270	Container - 40'	
1315	38-1007	Container 40'	MLCU5304226	Container - 40'	
1316	W9878	Wachs E Trav-L-Cutter	9878	Wachs Model E Trav-L-Cutter Pipe Cut	
1317	8030	Quincy 340	649185LS	Quincy 340 Air Compressor	
1318	8033	1988 Quincy 340	104-362789LVD	Quincy 340 Air Compressor	
1319	8034	1988 Quincy 340	104-386290LVD	Quincy 340 Air Compressor	
1320	8031	1974 Quincy 340	877059L	Quincy 340 Air Compresor	
1321	W9870	1997 Toyota	61448	Toyota 5000lb Forklift	
1322	9968	Crown RR5010-35	1A232065	Crown RR5010-35 Narrow Isle Lift Truck	
1323	WSCU0002	Finn	CNV	Finn Straw Crimper	
1324	WSCU0006	Finn	897	Finn Straw Crimper	
1325	WSCU0001	Finn	1318RD	Finn Straw Crimper, 8 foot, hyd transport wheels	
1326	WR2209	KR8PQ	RD-1431	KR8PQ STRAW KRIMPER	
1327	W562000	Landpride CR2572	KR8PQ	Landpride CR2572 Straw Crimper	
1328	W9996	Landpride	545866	Landpride Straw Crimper	
1329	W563000	John Deere V Ripper	105008	John Deere V Ripper	
1330	W9822	John Deere Paratil	6-7433TPT	John Deere Paratil Mo. 118-620	
1331	W371052	2001 Burkholder	B0717HT8016J02566	18 Ft T/A, ball hitch, 10K gvw	
1332	W371053	2001 Burkholder	B0717HT8018J02567	18 Ft T/A, ball hitch, 10K gvw	
1333	1351	1985 Fontaine	1A11452CZF1538951	Fontaine Trailer	
1334	1373	1996 Fruehauf	1H2P04520TW003408	45 Ft T/A, sliding spring susp, cnv s/n	
1335	1355	1995 Fruehauf	1H2P04824SW026703	Fruehauf Float	
1336	1387	1974 Fruehauf	HPS516405	Fruehauf FloatTrailer	
1337	1217	1969 Fruehauf	32K777809	Fruehauf T/A Steering Pole Trailer, extendable, spring susp	
1338	1350	1984 Fruehauf	1H4PO4523EF088903	Fruehauf Trailer	
1339	W372001	2012 Gator Made	4Z1PB2123CS021421	pintle hitch, 4' beavertail, spring susp, ramps	

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Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
1340	W1384	2006 Gold Star	4N7FA182765000312	Gold Star T/A Flatbed Utility Trailer	
1341	1384	2006 Gold Star	4N7FA18276S000312	Gold Star Tandem Axle Flatbed Utility Trailer	
1342	1305	1997 Gurl	1G9CH1627VS139757	pintle hitch, spring susp	
1343	1302	2007 H&S Loadmaster	4ULTD25237M000042	16 Ft T/A	
1344	1681	2000 Haulmark	16HGB1822YH069894	spring susp-contains filters, parts, misc items	
1345	1680	2006 Haulmark	16HPB162X6H148892	Haulmark 7'x16' Enclosed Cargo Trailer	
1346	1368	2002 Haulrite	5CCTU12182N008282	12 x 6 Ft S/A, cnv s/n	
1347	1369	2001 Haulrite	5CCTU212113T019301	Haulrite Landscape Trailer	
1348	1301	2006 Hillsboro	1TH3B6DK061021972	Hillsboro 12,000GVWR Flatbed Trlr.	
1349	1382	2006 Holmes	5LVBV10126A012554	Holmes 6'4"x10' Utility Trailer	
1350	1379	2006 Iron Eagle	5L6FC12A66F000989	Iron Eagle ATV Trailer	
1351	1380	2006 Iron Eagle	5L6FC12A26F000990	Iron Eagle ATV Trailer	
1352	W371045	2017 Karavan	5KTBS1810HF541140	Karavan Boat Trailer	
1353	1385	2006 Trailmax 12UTE	1G9KS26256A065281	18 Ft T/A, no plate cnv s/n, pintle	
1354	1386	2005 Trailmax 12UTE	1G9KS21225A065583	Trailmax 12UTE Trailer	
1355	1370	2003 U.S. Cargo	4X4TSE21731015291	U.S. Cargo Landscape Trailer	
1356	1371	2003 U.S. Cargo	4X4TSE01731016525	U.S. Cargo Landscape Trailer	
1357	WBOAT004	2017 Alumacraft	ACBR4201L617	Alumacraft 3 person Boat	
1358	W540003	Northern Equipment	980501	Northern Equipment Power Washer	
1359	W01736	Pressure Washer 4000 PSI	4K1BP1622HF001736	4000 PSI Pressure Washer	
1360	W9840	Steam Cleaner BU900-06	20013901002	Steam Cleaner BU900-06 W/ 9HP Honda Engine	
1361	W9933	BlasterClean	CNV	BlasterClean Soda Blaster	
1362	W9711	1998 Kawasaki KLF300-C	JKALF8C14WB570511	Kawasaki 4x4 All Terrain Vehicle	
1363	W9857	Gator GT 77	79290	Gator GT77 Seeder	
1364	WSCB0001	Concrete Lifting Bucket	CNV	Concrete Lifting Bucket	
1365	WSCB0002	Concrete Lifting Bucket	CNV	Concrete Lifting Bucket	
1366	WSSR0001	Loegering	8377	Loegering Skid Steer Rake	
1367	WSSR0002	Loegering	8378	Loegering Skid Steer Rake	
1368	WSSR0003	Loegering	8379	Loegering Skid Steer Rake	
1369	WSSR0004	Loegering	8380	Loegering Skid Steer Rake	
1370	1361	1989 Fontaine	OH15087189	Fontaine Float	
1371	1362	1989 Fontaine	OH15087289	Fontaine Float	
1372	1363	1989 Fontaine	OH15087389	spring susp	
1373	1365	1989 Fontaine	OH15087589	Fontaine Float	
1374	1353	1998 Malette Honda	750-14	Malette Honda Trailer	
1375	1347	1998 Parker	13ZSA1013W1003248	Parker Utility Trailer	
1376	W1347	1998 Parker	132SA1013W1003248	Parker Utility Trailer	
1377	1212	1978 Shopmade Pole Trailer	TR144627 - CNV	Shopmade Pole Trailer, T/A, steerable, extendable, spring susp	
1378	1332	Utility Trailer	270580262	Single Axle Utility Trailer	
1379	W590001	Wacker	2135164	Wacker Reverisble Compacter	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
1380	W9861	Multi Quip	7100649	Multi-Quip Generator	
1381	W9835	Efficiency PT-3000	119494	Efficiency PT-3000 Water Spray System	
1382	W9955	Wade	CNV	Wade Frac Tank	
1383	W4601	Welding Enclosure	99-29847	Welding Enclosure	
1384	W4602	Welding Enclosure	99-29852	Welding Enclosure	
1385	W4603	Welding Enclosure	99-29850	Welding Enclosure	
1386	W4604	Welding Enclosure	99-29853	Welding Enclosure	
1387	W4605	Welding Enclosure	99-29849	Welding Enclosure	
1388	W4606	Welding Enclosure	99-29833	Welding Enclosure	
1389	W4607	Welding Enclosure	99-29854	Welding Enclosure	
1390	W4608	Welding Enclosure	99-29848	Welding Enclosure	
1391	W4609	Welding Enclosure	99-29860	Welding Enclosure	
1392	W4610	Welding Enclosure	99-29851	Welding Enclosure	
1393	W4611	Welding Enclosure	99-29976	Welding Enclosure	
1394	W5186F	Cat	6507R3131	Caterpillar Skid Steer Forks	
1395	W9877	Concrete Vibroaro	21354	Concrete Vibrator	
1396	W622000	Honda Royce	0517-15113973	Honda Royce Pressure Washer	
1397	W9879	Premier	100002	Premier Pressure Washer	
1398	W1304	Homemade Trailer	SAW123	Homemade 7' x 12' Single Axle Flatbed Trailer	
1399	W1303	Homemade Trailer	SAW123	12 x 7 Ft S/A, Whiteman WM45H mortar mixer, Black Jack mud pump, Honda GX270	
1400	1303	Homemade Trailer	CNV	Homemade 7x12 Single Axle Flatbed Trailer	
1401	W1306	Homemade Trailer	SAW124	Homemade 8.5' x 12' Single Axle Flatbed Trailer	
1402	1306	Homemade Trailer	CNV	Homemade 8.5'x12' Single Axle Utility Trailer	
1403	W9812	Yamaha	J31156385	Yamaha Golf Cart	
1404	1208	1980 Leland	10475	Leland (steering)	
1405	1209	1980 Leland	10477 - CNV	Leland Pole Trailer, T/A, steerable, extendable, spring susp, **Trailer is seperated	
1406	1206	1975 Leland	10060 - CNV	Leland Pole Trailer, T/A, steerable, extendable, spring susp,	
1407	W1203	1972 Leland	9876 - CNV	Leland Steering Pole Trailer, sping susp, extendable, steerable, ** trailer is seperated	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
1408	1218	1980 Leland	10480 - CNV	Leland T/A Steering Pole Trailer, extendable, spring susp	
1409	1220	1977 Leland	10316 - CNV	Leland T/A Steering Pole Trailer, extendable, spring susp	
1410	1221	1977 Leland	10307 - CNV	Leland T/A Steering Pole Trailer, extendable, spring susp	
1411	1222	1967 Leland	9841 - CNV	Leland T/A Steering Pole Trailer, extendable, spring susp	
1412	1328	1981 Utility	7L93149001	Utility T/A Float Trailer	
1413	1327	1980 Utility	7L93149002	Utility T/A Float Trailer	
1414	1647	1993 Wells Cargo	1WC200J29P1060126	Wells Cargo Trailer	
1415	W4628	Welding Tent	CNV	Welding Tent	
1416	W4627	Welding Tent	CNV	Welding Tent	
1417	W4626	Welding Tent	CNV	Welding Tent	
1418	W4625	Welding Tent	CNV	Welding Tent	
1419	W4624	Welding Tent	CNV	Welding Tent	
1420	W4623	Welding Tent	CNV	Welding Tent	
1421	W559001	1992 Ingersoll-Rand	P20310T17254	Ingersoll Rand 115 Volt Air Compressor	
1422	W559002	1992 Ingersoll-Rand	P20204T17254	Ingersoll Rand 115 Volt Air Compressor	
1423	W559003	1992 Ingersoll-Rand	P20353T17254	Ingersoll Rand 115 Volt Air Compressor	
1424	W559004	1992 Ingersoll-Rand	P20333T17254	Ingersoll Rand 115 Volt Air Compressor	
1425	W559005	1992 Ingersoll-Rand	P20225T17254	Ingersoll Rand 115 Volt Air Compressor	
1426	W559006	1992 Ingersoll-Rand	P20230T17254	Ingersoll Rand 115 Volt Air Compressor	
1427	W559007	1992 Ingersoll-Rand	P20242T17254	Ingersoll Rand 115 Volt Air Compressor	
1428	W559008	Kobalt	G143457	Kobalt 115 Volt 30 Gallon Air Compressor	
1429	W559009	Kobalt	332041	Kobalt 115 Volt 20 Gallon Air Compressor	
1430	W8035	Air Compressor 10 HP	CNV	10 HP Shop Air Compressor	
1431	W304010A	2018 Talbert	40FAK0514J1036430	Flip Axle for 2018 Talbert Lowboy Trailer	
1432	W304004A	2017 Trail King	1TKR00518HM113135	Flip Axle for 2017 Trailking Lowboy Trailer, 4th Axle ready	
1433	W304005A	2017 Trail King	1TKR00511HM113137	Flip Axle for 20xx Trailking Lowboy Trailer, 4th Axle ready	
1434	W304006A	2017 Trail King	1TKR00513HM113141	Flip Axle for 20xx Trailking Lowboy Trailer, 4th Axle ready	
1435	W304007A	2017 Trail King	1TKR00515HM113139	Flip Axle for 20xx Trailking Lowboy Trailer, 4th Axle ready	
1436	W304008A	2017 Trail King	1TKR00517HM113143	Flip Axle for 20xx Trailking Lowboy Trailer, 4th Axle ready	
1437	W304009A	2017 Trail King	1TKR00510HM113145	Flip Axle for 2017 Trailking Lowboy Trailer, 4th Axle ready	
1438		2016 Talbert	40FAK0512G1035186	Talbert Flip Axle (attached to 30-4002)	
1439	W1179A	2005 Talbert	1E92742335E111249	Flip Axle for Talbert Lowboy #1179	

EXHIBIT A

Item #	Unit Number	Description	S/N	Features	Hr/Mi/KM
1440	W1194A	2008 Etnyre	1B93005898E111270	Flip Axle for Etnyre Lowboy #1194	
1441	W1182A	2007 Trail King	1TKS005137M128920	Flip-Axle for Trailking Lowboy #1182	
1442	W1185A	2007 Trail King	1TKS005127M029232	Flip Axle for Trailking Lowboy#1185	
1443	W1184A	2007 Trail King	1TKS005137M019230	Flip Axle for Trailking Lowboy #1184	
1444	W1183A	2007 Trail King	1TKS005177M129228	Flip Axle for Trailking Lowboy #1183	
1445	W1181A	2007 Trail King	1TKS0051X7M118918	Flip Axle for Trailking Lowboy #1181	
1446	W1180A	2007 Trail King	1TKS005187M088916	Flip Axle for Trailking Lowboy #1180	
1447	W1187A	2007 Loadking	5LKF1411571026430	Flip Axle for Loadking Lowboy# 1187	
1448	W1186A	2007 Loadking	5LKF1411771026428	Flip Axle for Loadking #1186	
1449	W1192	2006 Loadking	5LKF0411061026322	Flip-Axle for Load King Lowboy Trailer 1171	
1450	W1193	2006 Loadking	5LKF0411961026321	Flip-Axle for Load King Lowboy Trailer 1171	
1453	0616	2008 Chevrolet 3500HD	1GCJK33K58F139921	Silverado Crew Cab,4x4,,6.0 litre, V8, A/T, 9 ft bed,245/75R17	
1455	0624	2008 Chevrolet 3500HD 4x4	1GBJK33K28F215213	Crew cab, 6.0 litre, V8, A/T, 9 ft bed	
1452		All Items Listed & Unlisted			

EXHIBIT B

Excluded Assets

As used in this Agreement the term "Excluded Assets" means any and all right, title or interest of the Seller in any of the following:

(a) the Seller's rights under this Agreement (including the right to receive the payments to the Seller hereunder delivered to the Seller pursuant to this Agreement);

(b) all cash and cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit and other bank deposits, deposit accounts, securities, securities entitlements, instruments and other investments of the Seller and all bank accounts and securities accounts, including any cash collateral that is collateralizing any letters of credit;

(c) all documents relating to the Chapter 11 Cases, all minute books, corporate records (such as stock registers) and organizational documents of the Seller, and Tax Returns, and other Tax work papers;

(d) any claims, rights, defenses, or causes of action, under applicable bankruptcy law or non-bankruptcy law and equity, including, but not limited to, any causes of action arising under Chapter 5 of the Bankruptcy Code, including, without limitation, under Bankruptcy Code Sections 502, 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551 or 553, or under similar or related state or federal statutes and common law, including state fraudulent transfer laws, whether or not prosecution of such actions has commenced, and whether or not standing to bring such claims is held by any representatives of the Seller, any party-in-interest, or any other entity or person or similar proceedings;

(e) any security deposits or pre-paid expenses whether or not associated with the Assets;

(f) all insurance policies and binders, all claims, refunds and credits from insurance policies or binders due or to become due with respect to such policies or binders and all rights to proceeds thereof, except to the extent constituting Proceeds or as set forth in Section 13;

(g) all investment property, including, without limitation, shares of capital stock or other equity interests of the Seller or securities convertible into or exchangeable or exercisable for shares of capital stock or other equity interests of the Seller;

(h) all accounts receivable, payment and general intangibles;

(i) all real property;

(j) all intercompany loans and any interest thereon;

(k) all leases and subleases and all rights in respect of leased property (except to the extent set forth in Section 18 hereof), including, without limitation, rents;

(l) all contracts including, without limitation, all rights under customer completion agreements (other than any freely transferrable manufacturer and other warranties);

(m) all tax refunds; and

(n) all proceeds of the foregoing.

EXHIBIT C

Seller Locations

See Attached

EXHIBIT C

Welded Construction Asset Locations
Welded Yards
26933 Eckel Road, Perrysburg, OH 43551
401 East Broadway, Red Lion, PA 17356
Bill Miller Equipment
10200 Parkersburg Rd NW, Eckhart Mines, MD 21528
Precision Pipeline Yards
100 Industrial Park Road Stouts Mills, WV 26403
5381 Northfork Rd, Elliston VA 24087
10885 Virgil H. Goode Hwy. Rocky Mount, VA 24151
1007 Meadowbrook Drive, Bridgeport, WV 26330
769 Jerry Dove Drive, Bridgeport, WV 26330
4169 Webster Rd. Summersville, WV 26651
Carter Cat - 241 Expo Rd. Fishersville, VA 22939

EXHIBIT D

Form of Bill of Sale

For the sum of _____($_____) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Welded Construction, L.P. (the "Seller") by and through its agent and attorney in fact Gordon Brothers Commercial & Industrial, LLC and Ritchie Bros. Auctioneers (America) Inc. (collectively, the "Agent"), hereby sells, assigns, and transfers to [_____] having an address of _____ (the "Buyer"), the personal property listed on Exhibit "A", annexed hereto and incorporated herein by reference (the "Equipment").

Seller hereby grants, conveys, sells, assigns, transfers and delivers to Buyer, its successors and assigns, all of Seller's right, title, interest and benefit, of whatever kind and nature, tangible and intangible, in and to all of the Equipment, free and clear of any liability, charge, lien, claim or encumbrance of any kind and disclaims any representations and warranties. By way of further explanation and not limitation, the Equipment is being conveyed to Buyer on an "AS IS" and "WHERE IS" without any representation or warranty either expressed, implied or imposed by law.

BUYER HEREBY ACKNOWLEDGES AND AGREES THAT (I) IT HAS MADE ITS OWN INDEPENDENT INVESTIGATION WITH RESPECT TO THE EQUIPMENT; AND (II) NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS, IMPLIED OR IMPOSED BY LAW, ARE BEING MADE BY SELLER OR THE AGENT WITH RESPECT TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE MAINTENANCE, REPAIR, CONDITION, DESIGN, MARKETABILITY, ACCURACY OR COMPLETENESS OF THE EQUIPMENT. SELLER AND AGENT HEREBY DISCLAIM, AND BUYER HEREBY ACKNOWLEDGES NOT RECEIVING, (I) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, AND (II) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (III) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMING TO MODELS OR SAMPLES WITH RESPECT TO ANY OF THE FOREGOING.

Upon delivery of this Bill of Sale, all risk of loss with respect to the Equipment shall transfer to the Buyer. The Buyer further acknowledges and agrees that by accepting this Bill of Sale, the Buyer has received the Equipment that the Seller and Agent have performed all of their obligations to the Buyer in connection with this transaction.

The terms and provisions of this Bill of Sale will be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns. This Bill of Sale may only be amended or modified by a written agreement executed by Agent and Buyer. This Bill of Sale may be executed in one or more counterparts, each of which when taken together shall constitute an original of this Bill of Sale. This Bill of Sale shall be governed by, and construed under, the laws of the State of Delaware, without regard to any conflict of laws principles.

IN WITNESS WHEREOF, Seller by and through the Agent has duly executed this Bill of Sale on the date first above written.

Welded Construction, L.P. and its affiliated debtors and debtors-in-possession

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED

[***Insert Name of Buyer***]

By:_____
Name:
Title:

EXHIBIT E

EXHIBIT E

UNIT #	STATUS	ASSET TYPE	YEAR	DESCRIPTION	SERIAL NO.	HOURS/MILES
W11-4019	Leased	Pipelayers	2018	Caterpillar PL87 Crawler Pipelayer	TEC00244	356
W11-4018	Leased	Pipelayers	2018	Caterpillar PL87 Crawler Pipelayer	TEC00243	393
W11-3028	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200184	1,207
W11-5007	Leased	Pipelayers	2009	Caterpillar 583T Crawler Pipelayer	CMX00464	
W11-4012	Leased	Pipelayers	2018	Caterpillar PL87 Crawler Pipelayer	TEC00237	529
W11-4011	Leased	Pipelayers	2018	Caterpillar PL87 Crawler Pipelayer	TEC00236	451
W11-3027	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200215	462
W11-3026	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200214	460
W11-4013	Leased	Pipelayers	2018	Caterpillar PL87 Crawler Pipelayer	TEC00238	545
W11-4017	Leased	Pipelayers	2018	Caterpillar PL87 Crawler Pipelayer	TEC00242	531
W11-4016	Leased	Pipelayers	2018	Caterpillar PL87 Crawler Pipelayer	TEC00241	380
W11-4015	Leased	Pipelayers	2018	Caterpillar PL87 Crawler Pipelayer	TEC00240	
W11-4014	Leased	Pipelayers	2018	Caterpillar PL87 Crawler Pipelayer	TEC00239	616
W11-3020	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200207	263
W11-3016	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200206	330
W11-3015	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200205	323
W11-3014	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200204	286
W11-3017	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200203	394
W11-3013	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200202	304
W11-3012	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200201	262
W11-3010	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200200	848
W11-3011	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200199	451
W11-3009	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200198	75
W11-3025	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200211	479
W11-3021	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200213	617
W11-3022	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200212	836
W11-3024	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200210	216
W11-3019	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200209	115
W11-3018	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200208	334
W11-3023	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200197	214
W11-5004	Leased	Pipelayers	2007	Caterpillar 583T Crawler Pipelayer	CMX00235	
W11-5005	Leased	Pipelayers	2007	Caterpillar 583T Crawler Pipelayer	CMX00234	
W11-5006	Leased	Pipelayers	2007	Caterpillar 583T Crawler Pipelayer	CMX00229	
W11-5008	Leased	Pipelayers	2007	Caterpillar 583T Crawler Pipelayer	CMX00228	
W11-5003	Leased	Pipelayers	2007	Caterpillar 583T Crawler Pipelayer	CMX00191	
W11-3030	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200187	868
W11-3029	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200185	702
W11-3007	Leased	Pipelayers	2017	Caterpillar PL83 Crawler Pipelayer	CB200183	849
W11-3008	Leased	Pipelayers	2016	Caterpillar PL83 Crawler Pipelayer	CB200148	576
W11-4010	Leased	Pipelayers	2017	Caterpillar PL87 Crawler Pipelayer	TEC00223	931
W11-4009	Leased	Pipelayers	2017	Caterpillar PL87 Crawler Pipelayer	TEC00222	689
W11-4008	Leased	Pipelayers	2017	Caterpillar PL87 Crawler Pipelayer	TEC00221	374
W11-3004	Leased	Pipelayers	2016	Caterpillar PL83 Crawler Pipelayer	CB200175	124
W11-3005	Leased	Pipelayers	2016	Caterpillar PL83 Crawler Pipelayer	CB200173	948
W11-3003	Leased	Pipelayers	2016	Caterpillar PL83 Crawler Pipelayer	CB200162	517
W11-3001	Leased	Pipelayers	2016	Caterpillar PL83 Crawler Pipelayer	CB200159	616
W11-3002	Leased	Pipelayers	2016	Caterpillar PL83 Crawler Pipelayer	CB200158	590
W11-3000	Leased	Pipelayers	2016	Caterpillar PL83 Crawler Pipelayer	CB200157	601
W11-2003	Leased	Pipelayers	2016	Caterpillar 72H Crawler Pipelayer	PLR00697	666
W11-2004	Leased	Pipelayers	2016	Caterpillar 72H Crawler Pipelayer	PLR00698	189
W11-2005	Leased	Pipelayers	2016	Caterpillar 72H Crawler Pipelayer	PLR00699	632
W11-2006	Leased	Pipelayers	2016	Caterpillar 72H Crawler Pipelayer	PLR00700	581
W11-2007	Leased	Pipelayers	2016	Caterpillar 72H Crawler Pipelayer	PLR00701	
W11-2008	Leased	Pipelayers	2016	Caterpillar 72H Crawler Pipelayer	PLR00702	1,022
W11-2010	Leased	Pipelayers	2016	Caterpillar 72H Crawler Pipelayer	PLR00704	524
W11-2011	Leased	Pipelayers	2016	Caterpillar 72H Crawler Pipelayer	PLR00705	
W11-2012	Leased	Pipelayers	2016	Caterpillar 72H Crawler Pipelayer	PLR00706	
W11-2013	Leased	Pipelayers	2016	Caterpillar 72H Crawler Pipelayer	PLR00707	
W11-2009	Leased	Pipelayers	2016	Caterpillar 72H Crawler Pipelayer	PLR00703	606
W11-4002	Leased	Pipelayers	2014	Caterpillar PL87 Crawler Pipelayer	KKJ00251	1,406

EXHIBIT E

UNIT #	STATUS	ASSET TYPE	YEAR	DESCRIPTION	SERIAL NO.	HOURS/MILES
W11-4005	Leased	Pipelayers	2014	Caterpillar PL87 Crawler Pipelayer	KKJ00243	2,218
W11-4007	Leased	Pipelayers	2014	Caterpillar PL87 Crawler Pipelayer	KKJ00242	2,096
W11-4000	Leased	Pipelayers	2014	Caterpillar PL87 Crawler Pipelayer	KKJ00241	2,010
W11-4004	Leased	Pipelayers	2014	Caterpillar PL87 Crawler Pipelayer	KKJ00234	1,799
W11-4006	Leased	Pipelayers	2014	Caterpillar PL87 Crawler Pipelayer	KKJ00233	2,115
W11-4003	Leased	Pipelayers	2014	Caterpillar PL87 Crawler Pipelayer	KKJ00220	1,240
W11-4001	Leased	Pipelayers	2014	Caterpillar PL87 Crawler Pipelayer	KKJ00229	1,957

EXHIBIT F

All office furniture and office equipment, including, without limitation, desks, chairs, phones, copiers, computers, printers, routers and servers,

EXHIBIT B

Blackline of Revised Approval Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
~~In re:~~	)	~~Chapter 11~~
WELDED CONSTRUCTION, L.P., *et al.*,[1]	)	Case No. 18-12378 (KG)
	)	(Jointly Administered)
Debtors.	)	**Ref. Docket No. 581**

ORDER AUTHORIZING (A) THE SALE OF CERTAIN ASSETS OF THE DEBTORS FREE AND CLEAR OF ALL CLAIMS, LIENS, LIABILITIES, RIGHTS, INTERESTS AND ENCUMBRANCES; (B) THE DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER THE AGENCY AGREEMENT; AND (C) RELATED RELIEF

Upon consideration of the motion (the "**Motion**")[2] of the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**"), pursuant to sections 105(a), 363 and 364 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"), as supplemented by Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), for entry of an order approving, among other things, the sale of the Assets (the "**Sale**") free and clear of all Encumbrances; and the Court having determined that the relief provided herein is in the best interest of the Debtors, their estates, their creditors and other parties in interest; and due and adequate notice of the Motion having been given under the circumstances; and upon the record of the hearing on the Motion (the "**Sale Hearing**"), and the full record of these chapter 11 cases; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby FOUND that:

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Welded Construction, L.P. (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtors is 26933 Eckel Road, Perrysburg, OH 43551.

[2] Capitalized terms used herein but not defined shall have the meaning ascribed to such terms in the Motion or the Agency Agreement, as applicable.

A. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Except as otherwise determined in any other order of this Court, this Court has jurisdiction over the Motion and the transactions contemplated therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order consistent with Article III of the United States Constitution. Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. Notice of the Motion and of the Sale Hearing was given in accordance with the applicable Bankruptcy Rules and the Local Rules.

D. The notice of the Motion and of the Sale Hearing was adequate and sufficient under the circumstances, and any otherwise applicable notice requirement is hereby waived and dispensed with.

E. A reasonable opportunity to object or be heard regarding the relief requested in the Motion and the transactions provided for therein has been afforded to all interested parties, including, without limitation, the following (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the Committee; (iii) counsel to the Debtors' DIP Lender; (iv) all persons known or reasonably believed to have asserted an interest in any of the Assets; (v) the Attorneys General in the State(s) where the Assets are located; (vi) all state and local environmental agencies in any jurisdiction where the Debtors own or have owned or used real property; (vii) all parties asserting title to, or a security interest in, any of the Assets; and (viii) all parties who, as of the filing of this Motion, have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. In addition to the foregoing, (a)

electronic notification of the Motion and the Notice of Sale Hearing has been posted on: (1) the Court's website, www.deb.uscourts.gov, and (2) the case website maintained by the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC. at http://kccllc.net/welded, or can be requested by calling (888) 830-4648 from within the United States or Canada or (310) 751-2642 if calling from outside the United States; and (b) the Debtors have served the Notice of Sale Hearing on all known creditors of the Debtors.

F. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Motion or the Agency Agreement between Gordon Brothers Commercial & Industrial LLC and Ritchie Bros Auctioneers (America) Inc. (collectively, the "**Agent**") and the Debtors (as amended by that First Amendment to the Agency Agreement, ~~dated as of April [___], 2019,~~ the "**Agency Agreement**"), a copy of which is attached hereto as **Exhibit 1**.

G. As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing, and the representations of counsel made on the record at the Sale Hearing, the Debtors have thoroughly marketed the Assets, with adequate opportunity for parties that either expressed interest in acquiring or liquidating the Assets, or that the Debtors believed may have an interest in acquiring or liquidating the Assets, to submit bids. The Debtors and the Agent have negotiated and undertaken their respective roles leading to the Sale and entry into the Agency Agreement in a diligent, noncollusive, fair, and good faith manner.

H. The Debtors, their management, and their respective directors, employees, agents and representatives, and the Agent, its members and their respective officers, directors, employees, agents and representatives, actively participated in the bidding process administered by the Debtors prior to the entry into the Agency Agreement and the filing of the Motion, and

acted in good faith. The Agency Agreement was negotiated and entered into in good faith, based upon arm's length bargaining, and without collusion or fraud. The Debtors were free to deal with any other party interested in buying or selling on behalf of the Debtors' estates some or all of the Assets. Neither the Debtors nor the Agent have engaged in any conduct that would cause or permit the Sale, the Agency Agreement, or any related action or the transactions contemplated thereby to be avoided under section 363(n) of the Bankruptcy Code, or that would prevent the application of sections 363(m) and 364(e) of the Bankruptcy Code. The Agent has not violated section 363(n) of the Bankruptcy Code by any action or inaction. Specifically, the Agent has not acted in a collusive manner with any person and was not controlled by any agreement among bidders. The Agent's prospective performance and payment of amounts owing under the Agency Agreement are in good faith and for valid business purposes and uses.

I. Any credit extended to the Debtors pursuant to the Agency Agreement shall be deemed to have been extended, issued, or made, as the case may be, in good faith within the meaning of section 364(e) of the Bankruptcy Code.

J. The Agent is not an "insider" as that term is defined in section 101(31) of the Bankruptcy Code. No common identity of directors or controlling stockholders exists between the Agent and the Debtors.

K. The offer of the Agent, embodied in the terms and conditions set forth in the Agency Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Agency Agreement, (i) is the highest and best offer received by the Debtors; (ii) is fair and reasonable; and (iii) is in the best interests of the Debtors' creditors and estates. There is no legal or equitable reason to delay entry into the Agency Agreement, and the transactions contemplated therein, including, without limitation, the Sale.

L. The Debtors' decisions to (i) enter into the Agency Agreement and (ii) perform thereunder are a reasonable exercise of the Debtors' sound business judgment consistent with their fiduciary duties and are in the best interests of the Debtors, their estates, their creditors and all other parties in interest.

M. Conducting the Sale as set forth in the Agency Agreement and this Order will provide an efficient means for the Debtors to sell and dispose of the Assets.

N. The Debtors have represented to this Court that they are neither selling nor leasing personally identifiable information, as such term is defined in section 101(41A) of the Bankruptcy Code, (or assets containing personally identifiable information) pursuant to the Motion or the Agency Agreement.

O. Time is of the essence in effectuating the Agency Agreement and proceeding with the Sale contemplated therein without interruption. Based on the record of the Sale Hearing and the Motion, the Sale must be commenced as soon as practicable to maximize the value that the Agent may realize from the Sale and the value that the Debtors may realize from entering into the Agency Agreement. Accordingly, cause exists to modify the stay to the extent necessary, as contemplated by Bankruptcy Rule 6004(h), and permit the immediate effectiveness of this Order.

P. A sale of the Assets, other than one free and clear of liens, claims, encumbrances, defenses (including, without limitation, rights of setoff and recoupment) and interests, including, without limitation, security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, liens, encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign or domestic

governmental entity, taxes (including foreign, state and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, tax, labor, ERISA, CERCLA, alter ego and other liabilities, causes of action, contract rights and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all "claims" as defined in section 101(5) of the Bankruptcy Code and the liens and security interests of the DIP Lender or any interests of Caterpillar Financial Services Corporation (**"CFSC"**), whether arising by agreement, any statute or otherwise and whether arising before, on or after the date on which these chapter 11 cases were commenced), known or unknown, whether pre-petition or post-petition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable (collectively, "**Encumbrances**") and without the protections of this Order would hinder the Debtors' ability to obtain the consideration provided for in the Agency Agreement and, thus, would impact materially and adversely the value that the Debtors' estates would be able to obtain for the sale of the Assets. But for the protections afforded to the Agent under the Bankruptcy Code and this Order, the Agent would not have offered to pay the consideration contemplated in the Agency Agreement. In addition, each entity with an Encumbrance upon the Assets (i) has consented to the Sale or is deemed to have consented to the Sale; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code, and therefore, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Additionally, any

valid and perfected liens against the Assets, including, without limitation, the DIP Liens (as such term is defined in the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Secured Financing, (II) Authorizing the Use of Cash Collateral, (III) Granting Liens and Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, and (V) Modifying the Automatic Stay* [Docket No. 291] (the "**Final DIP Order**")) shall attach to the Owned Assets Guaranteed Amount and the Seller's Sharing Amount under the Agency Agreement, to the same extent and priority as before such sale and subject to the liens of the Agent to the extent provided in this Order. Those holders of Encumbrances who did not object to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Therefore, approval of the Agency Agreement and consummation of the Sale free and clear of Encumbrances is appropriate pursuant to section 363(f) of the Bankruptcy Code and is in the best interests of the Debtors' estates, their creditors and other parties in interest.

Q. The consideration to be paid by the Agent to the Debtors under the Agency Agreement was negotiated at arm's length and constitutes reasonably equivalent value and fair and adequate consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act and the laws of the United States, any state, territory, possession thereof, or the District of Columbia. The terms and conditions set forth in the Agency Agreement are fair and reasonable under these circumstances and were not entered into for the purpose of, nor do they have the effect of, hindering, delaying or defrauding the Debtors or their creditors under any applicable laws.

R. The security interests and liens provided to the Agent in the Agency Agreement and this Order to secure the Debtors' obligations under the Agency Agreement to the Agent are necessary to induce the Agent to agree to terms for the Agency Agreement that

maximize value for the Debtors' estates. The absence of such protections would impact materially and adversely the value available to the Debtors in the sale of their Assets in partnership with the Agent. But for the protections afforded to the Agent under the Bankruptcy Code, this Order, and the Agency Agreement, the Agent would not have agreed to pay the Debtors the compensation provided for under the Agency Agreement. In addition, the DIP Lender, which holds a security interest in the Owned Equipment to which the Agent's security interests attach, has consented to the security interests provided for in the Agency Agreement, as a portion of the Owned Assets Guaranteed Amount will be paid to the DIP Lender in full and final satisfaction of the DIP Obligations advanced under the DIP Facility (as such terms are defined in the Final DIP Order).

S. Except as otherwise provided in the Agency Agreement, no sale, transfer, or other disposition of the Assets pursuant to the Agency Agreement or the Agent's entry into the Agency Agreement will subject the Agent to any liability for claims, obligations, Encumbrances, or interests asserted against the Debtors by reason of such transfer under any laws, including, without limitation, any bulk-transfer laws or any theory of successor or transferee liability, antitrust, environmental, product line, de facto merger or substantial continuity or similar theories. The Agent is not a successor to the Debtors or their estates.

T. Each of the Debtors (i) has full corporate or other power to execute, deliver and perform its obligations under the Agency Agreement and all other transactions contemplated thereby, and entry into the Agency Agreement has been duly and validly authorized by all necessary corporate or similar action; (ii) has all of the corporate or other power and authority necessary to consummate the transactions contemplated by the Agency Agreement; and (iii) has taken all actions necessary to authorize and approve the Agency

Agreement and the transactions contemplated thereby. No consents or approvals, other than those expressly provided for herein or in the Agency Agreement, are required for the Debtors to consummate such transactions.

U. Entry into the Agency Agreement and the transactions contemplated thereby neither impermissibly restructure the rights of the Debtors' creditors, nor impermissibly dictate the terms of a chapter 11 plan for the Debtors. Entry into the Agency Agreement does not constitute a *sub rosa* chapter 11 plan.

V. In the event any of the provisions of this Order are modified, amended or vacated by a subsequent order of the Bankruptcy Court or any other court, the Agent shall be entitled to the protections provided in section 363(m) and 364(e) of the Bankruptcy Code, and no such appeal, modification, amendment or vacatur shall affect the validity and enforceability of the Sale, the liens, or priority authorized or created under the Agency Agreement or this Order.

W. The Debtors timely and properly exercised the option (the "**Leased Equipment Option**") with respect to the Leased Equipment (as defined in the Agency Agreement) in accordance with Section 18.1 of the Agency Agreement. The exercise of the Leased Equipment Option represents a reasonable exercise of the Debtors' sound business judgment consistent with their fiduciary duties and is in the best interest of the Debtors, their estates, their creditors and all other parties in interest.

X. CFSC has consented to the Leased Equipment Option and the transactions associated therewith, including, without limitation, the termination of the Leases associated with the Leased Equipment, the inclusion of the Leased Equipment as Assets in the Sale and the release of claims by CFSC as provided in this Order. The consideration paid on account of and in connection with the exercise of the Leased Equipment Option, the termination of the Leases

and the release of claims were negotiated at arm's length and constitutes reasonably equivalent value and fair and adequate consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act and the laws of the United States, any state, territory, possession thereof or the District of Columbia.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein. All objections to the Motion to the extent not previously withdrawn or resolved or sustained as set forth herein are denied, and all reservations of rights included in such objections are overruled in all respects and denied.

2. The Debtors and the Agent are hereby authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to conduct the Sale of the Assets in accordance with the Agency Agreement and the provisions of this Order.

3. The Debtors are hereby authorized and empowered to enter into the Agency Agreement (and each of the transactions contemplated therein). All amounts payable by the Debtors to the Agent under the Agency Agreement shall be payable to the Agent without the need for any application of the Agent therefor or a further order of the Court. The failure to include specifically any particular provision of the Agency Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Agency Agreement and all of its provisions, payments and transactions, be authorized and approved in their entirety. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, the Agent, and each of their respective officers, employees, and agents are hereby authorized to

execute such documents and to do such acts as are necessary or desirable to carry out the Sale and effectuate the Agency Agreement and each of the transactions contemplated therein.

5. The Agency Agreement is approved pursuant to section 363 of the Bankruptcy Code. The Debtors are hereby authorized and empowered to perform under the Agency Agreement.

6. As set forth in Section 5.1 of the Agency Agreement, upon satisfaction of all conditions precedent to payment of the Guaranteed Amount within two (2) Business Days of the entry of this Order, the Agent shall pay to the Debtors the Owned Assets Guaranteed Amount by wire transfer of immediately available funds, a portion of which Owned Assets Guaranteed Amount, (i) as provided in paragraph ~~[~~23~~]~~ of this Order, shall be paid to the DIP Lender in full and final satisfaction of the DIP Obligations advanced under the DIP Facility (as such terms are defined in the Final DIP Order); and (ii) the balance of the Owned Assets Guaranteed Amount to the Debtors. On the date of Closing, the Agent shall pay to CSFC the Caterpillar Equipment Purchase Price (as defined in the ~~amount~~Bill of ~~$30,500,000~~Sale) by wire transfer of immediately available funds, and the Debtors shall pay to CFSC the April Rental Payment ~~in the amount of $257,000~~(as defined in the First Amendment to the Agency Agreement) by wire transfer of immediately available funds.

7. This Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or

contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets.

8. This Order and the terms and provisions of the Agency Agreement shall be binding on all of the Debtors' creditors, the Debtors, the Agent, and their respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting an interest in the Assets, notwithstanding any subsequent appointment of any trustee, party, entity or other fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity or other fiduciary, such terms and provisions likewise shall be binding.

9. The Agent shall be granted a limited license and right to use until the Sale Termination Date the Debtors' trade names, and logos relating to and used in connection with the operation of the Assets, solely for the purpose of advertising the Sale in accordance with the terms of the Agency Agreement.

10. Subject to applicable state and local public health and safety laws ("**Safety Laws**"), and applicable criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising (collectively, "**General Laws**"), the Debtors and the Agent are hereby authorized to take such actions necessary and appropriate to implement the Agency Agreement and to conduct the Sale without the necessity of a further order of this Court as provided by the Agency Agreement.

11. Pursuant to section 363(f) of the Bankruptcy Code, the Assets sold pursuant to the Agency Agreement shall be sold free and clear of any and all Encumbrances, with such Encumbrances ~~on the Assets (other than the Caterpillar Equipment)~~, if any, attaching

only to the Owned Assets Guaranteed Amount and the Seller's Sharing Amount with the same validity, force and effect as the same had with respect to the ~~Owned~~ Assets (other than the Caterpillar Equipment) at issue, subject to any and all defenses, claims and/or counterclaims or setoffs that may exist.

12. Except as expressly provided in the Agency Agreement, nothing in this Order or the Agency Agreement and none of the Agent's actions taken in respect of the Sale shall be deemed to constitute an assumption by the Agent of any of the Debtors' obligations relating to any of the Debtors' employees, nor shall Agent become liable under any collective bargaining or employment agreement or be deemed a joint or successor employer with respect to such employees.

13. Entry into the Agency Agreement was undertaken by the Debtors and the Agent in good faith, as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code, and the Agent shall be protected by the provisions of sections 363(m) and 364(e) of the Bankruptcy Code in the event that this Order is reversed or modified on appeal. The reversal or modification on appeal of the approval of the Agency Agreement and to consummate the transactions contemplated thereby shall not affect the validity of such transactions, unless such approval is duly stayed pending such appeal. The transactions contemplated by the Agency Agreement are not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

14. The provisions of this Order shall be self-executing notwithstanding any restrictions in the Agency Agreement (other than the need for the Debtors' prior consent) on the Agent's ability to conduct the Sale in compliance with applicable laws. All newspapers and other advertising media in which the Sale may be advertised are authorized to accept this Order as binding authority so as to authorize the Debtors and the Agent to consummate the transactions

contemplated by the Agency Agreement and to conduct the Sale, including, without limitation, conducting and advertising of the Sale in accordance with the Agency Agreement and this Order; and no further approval, license or permits of any governmental authority shall be required.

15. If any person or entity that has filed financing statements, mortgages, construction or mechanic's liens, *lis pendens* or other documents or agreement evidencing Encumbrances on or interests in the Assets shall not have delivered to the Debtors, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of any Encumbrances which the person or entity has with respect to the Assets, each such person or entity is hereby directed to deliver all such statements, instruments and releases and the Debtors and the Agent are hereby granted power of attorney and authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity asserting the same and the Agent is authorized to file a copy of this Order which, upon filing, shall be conclusive evidence of the release and termination of such interest. Each and every federal, state and local governmental unit is hereby authorized to accept any and all documents and instruments necessary or appropriate to give effect to the Sale and related transactions.

16. All entities that are presently in possession of some or all of the Assets or other property in which the Debtors hold an interest that are or may be subject to the Agency Agreement hereby are directed to surrender possession of such Assets.

17. Any third party holding documents of title to any of the Assets shall (a) immediately relinquish such title documents to the Debtors, in no event later than three (3) Business Days after the Debtors request such title, and shall otherwise cooperate with the Debtors to deliver such title documents to the Debtors free and clear of such third party's liens,

charges, security interests and other Encumbrances, or (b) in the event any such title documents have been lost or cannot be delivered to the Debtors within the timeframe set forth in the preceding clause (a), cooperate with the Debtors in good faith to (i) assist the Debtors in obtaining replacement title documents in an expeditious manner and (ii) take such other steps such that the Debtors can transfer the titled assets, including, without limitation, providing a release of lien letter with detailed information about the vehicle and the title and stating that such party releases its liens, charges, security interests and other Encumbrances and completing any necessary forms. In addition, any third party, including CFSC, who holds title documents to any of the Assets shall promptly take such other steps reasonably requested by the Debtors to enable the Debtors to facilitate the timely sale of the titled Assets. Any third party, including CFSC, who holds title documents to any of the Assets or has a lien, charge, security interest or other Encumbrance on any titled Asset hereby appoints the Agent as such party's true and lawful proxy and attorney in connection with the release of any such lien, charge, security interest or other Encumbrance and the sale or transfer of such Assets, with full power of substitution, to execute and deliver lien releases and other transfer documents (including, without limitation, title documents) in connection with the sale and/or transfer of any of the Assets on behalf of the Debtors pursuant to the Agency Agreement, provided, however, that notwithstanding the provision of such materials, including releases by third parties, no liens or Encumbrances shall be released until the sale of such asset. The proxies and powers granted by each third party pursuant to this paragraph are coupled with an interest.

18. If any parties or persons, including but not limited to utilities, landlords, creditors, and all those acting for or on their behalf, believe that cause exists to: (i) prohibit the Agent from advertising the Sale, to the extent same is consistent with the Agency Agreement;

(ii) in any way interfere with or otherwise impede the conduct of the Sale or the use or maintenance of the Assets and other assets of the Debtors located at the Seller Locations; or (iii) institute any action or proceeding in any court or other administrative body having as its objective the obtaining of an order or judgment against the Debtors, the Agent or a third party which might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sale and/or seek to recover damages for breach(es) of covenants or provisions in any lease or sublease based upon any relief authorized herein, this Court shall retain exclusive jurisdiction to resolve such dispute, and such parties or persons shall take no action against the Debtors, the Agent, any third party or the Sale until this Court has resolved such dispute. This Court shall hear the request of such persons or parties with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

19. Nothing in this Order or the Agency Agreement releases, nullifies, or enjoins the enforcement of any liability to a governmental unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) that any entity would be subject to as the owner, lessor, lessee, or operator of the property after the date of entry of this Order. Nothing contained in this Order or in the Agency Agreement shall in any way (i) diminish the obligation of any entity to comply with environmental laws, or (ii) diminish the obligations of the Debtors to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code. Nothing herein shall be construed to be a determination that the Agent is an operator with respect to any environmental law or regulation. Moreover, the Sale shall not be exempt from, and the Agent shall be required to comply with Safety Laws and General Laws. Nothing in this Order shall alter or affect the Debtors' and Agent's obligations to comply with all applicable

federal safety laws and regulations. Nothing in this Order shall be deemed to bar any Governmental Unit (as defined in Bankruptcy Code section 101(27)) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors' or the Agent's right to assert in that forum or before this Court that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code, this Order, or otherwise. Notwithstanding any other provision in this Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Order shall be deemed to have made any rulings on any such issues.

20. Except to the extent the rights of Governmental Units are expressly reserved elsewhere in this Order, the Debtors and the Agent are hereby authorized to take such actions as may be necessary and appropriate to implement the Agency Agreement and to conduct the Sale without necessity of further order of this Court as provided in the Agency Agreement.

21. This Court shall retain exclusive jurisdiction with regard to all issues or disputes in connection with the Order and the relief provided for herein, including, without limitation, to protect the Debtors and/or the Agent from interference with the Sale, and to resolve any disputes related to the Sale, the Assets or arising under the Agency Agreement or the implementation thereof.

22. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors and the Agent, as applicable, are permitted to abandon property of the Debtors' estates in accordance with the terms and provisions of the Agency Agreement, and the Debtors, the Agent and each of their respective officers, employees and agents are hereby authorized to execute such documents

and to do such acts as are necessary or desirable to carry out the Sale and effectuate the Agency Agreement and the related actions set forth therein.

23. The Agent shall pay $8,792,537 (the "**DIP Payoff Amount**") to the DIP Lender from the proceeds representing the Owned Assets Guaranteed Amount in full and final satisfaction of the DIP Obligations advanced under the DIP Facility (as such terms are defined in the Final DIP Order). Notwithstanding the DIP Payoff Amount, the Debtors shall remain obligated to pay all accrued and unpaid attorneys' fees and expenses incurred by counsel to the DIP Lender through the date the DIP Payoff Amount is funded, subject to the fee review provisions of the Final DIP Order. Upon the payment by the Agent of the DIP Payoff Amount to the DIP Lender, the Agent shall have a first priority, valid duly perfected lien and security interest (the "**Agent's Lien**") in (x) the Assets (other than the Caterpillar Equipment, as defined herein), (y) any Proceeds ~~(other than from the Caterpillar Equipment)~~ (but only up to the amount which the Agent is entitled to receive pursuant to the terms of the Agency Agreement, including, without limitation, any amounts owed to the Agent pursuant to Section 5 of the Agency Agreement) and (z) all "proceeds" (within the meaning of Section 9-102(a)(64) of the Uniform Commercial Code as in effect in the State of Delaware (the "**UCC**") of each of the foregoing, which Agent's Lien is senior to all persons, including all creditors of the Debtors without the need for any filing under the UCC being noted on any certificate of title or otherwise, which lien shall be granted the status of superpriority claims in the chapter 11 cases pursuant to section 364(c) of the Bankruptcy Code senior to all other superpriority claims, and which lien shall be free of any potential rights of the Debtors or any Chapter 7 or Chapter 11 trustee to surcharge against the Assets and the Proceeds pursuant to section 506(c) of the Bankruptcy Code; *provided* that, (1) the Agent's Lien shall not be junior or subordinate to or pari passu with the

Encumbrances or claims of any Person (as defined in the Agency Agreement), whether under section 364(d) of the Bankruptcy Code or otherwise, including without limitation any Encumbrance that is avoided or preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code, (2) the Agent's Lien, which shall be senior to all other persons, cannot be primed without the prior written consent of the Agent, which may be granted or withheld in the sole discretion of the Agent, and (3) the Agent's Lien shall not attach or extend to cash held by the Debtors, including cash comprising the Owned Assets Guaranteed Amount or the Seller's Sharing Amount.

24. Valid, perfected, enforceable and non-avoidable liens on the Assets (other than ~~the~~ Caterpillar Equipment), which are senior in priority to the Encumbrances securing the DIP Obligations may only attach to the Owned Assets Guaranteed Amount and the Seller's Owned Equipment Sharing Amount received by the Debtors. Upon the receipt by the Agent of all amounts due to the Agent pursuant to Sections 5.2 and 5.3(1) of the Agency Agreement, the Agent's Lien shall be released and, to the extent necessary, the Agent shall sign any release documents reasonably requested by the Debtors.

25. The provisions of this Order and the Agency Agreement and any actions taken pursuant hereto or thereto shall survive entry of any order which may be entered confirming or consummating any plan of reorganization of the Debtors, or which may be entered converting the Debtors' cases from chapter 11 to chapter 7, and the terms and provisions of the Agency Agreement as well as the rights and interests granted pursuant to this Order and the Agency Agreement shall continue in this or any successor case and shall be binding upon Debtors, the Agent and their respective successors and permitted assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or

11 of the Bankruptcy Code. Any trustee appointed in these chapter 11 cases shall be and hereby is authorized and directed to comply with the terms of this Order and the Agency Agreement, and the Agent and the trustee shall be and hereby are authorized to perform under the Agency Agreement upon the appointment of a trustee without the need for further order of this Court.

26. The Assets shall be sold by the Agent on behalf of the Debtors, and any buyer thereof shall acknowledge that the Assets are being purchased on an "AS IS, WHERE IS" and "WITH ALL FAULTS" basis, based solely on such buyer's own investigation of the Asset, without any representation or warranty other than those specifically made by the Debtors in Section 12.1(g) of the Agency Agreement.

27. This Order constitutes an authorization of conduct by the Debtors and nothing contained herein shall be deemed to constitute a ruling with regard to the sovereign immunity of any state, and the failure of any state to object to the entry of this Order shall not operate as a waiver with respect thereto.

28. During the Sale Term, all sales, excise, gross receipts and other taxes attributable to sales of Assets (other than the Caterpillar Equipment) payable to any taxing authority having jurisdiction (collectively, "**Sales Taxes**") shall be payable by and be the responsibility of the Seller. The Agent shall make commercially reasonable efforts to collect applicable Sales Taxes from each purchaser in each Sale and shall promptly remit all Sales Taxes to the extent actually received by Agent to the Seller. The Seller shall be responsible for the preparation of any reports or tax returns required to be filed with any governmental authority in connection with any Sales Tax and the Agent shall reasonably cooperate in providing the Seller with the information necessary to prepare such reports and tax returns. The Seller shall sign such tax returns and promptly file the same with the appropriate governmental authority.

The Seller shall promptly pay all such Sales Taxes to the appropriate governmental authority. Without limiting the generality of Section 9.1 of the Agency Agreement, as the Agent is conducting the Sale solely as agent for the Seller, various payments that the Agency Agreement contemplates that one party may make to the other party (including the payment by Agent of the Guaranteed Amount) do not represent the sale of tangible personal property and, accordingly, shall not be subject to Sales Taxes. All sales, excise, gross receipts and other taxes attributable to sales by Agent to third parties of the Caterpillar Equipment payable to any taxing authority having jurisdiction shall be payable by and be the responsibility of the Agent and the Agent shall be responsible for the preparation of any reports or tax returns required to be filed with any governmental authority in connection with any such taxes due on account of sales by Agent to third parties.

29. The Agent shall not be liable for any claims (other than its fraud, gross negligence and willful misconduct) against the Debtors, and the Debtors shall not be liable for any claims (other than their fraud, gross negligence and willful misconduct) against the Agent, in each case, other than as expressly provided for in the Agency Agreement. The Agent shall have no successor liability whatsoever.

30. Nothing contained in any plan confirmed in the Debtors' chapter 11 cases or any order of this Court confirming such plan or in any other order in this chapter 11 cases (including any order entered after any conversion of this case to a case under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from, the provisions of the Agency Agreement or the terms of this Order.

31. The Agency Agreement and related documents may be modified, amended or supplemented by the Debtors and the Agent in accordance with the terms thereof. No further

notice or further order of this Court shall be required with respect to any such modification, amendment or supplement that is not material and adverse to the Debtors.

32. The Court shall retain jurisdiction with respect to any matters, claims, rights, or disputes arising from or related to the implementation of this Order and the Agency Agreement.

33. The transactions contemplated by the Agency Agreement are not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

34. At Closing, (i) the Leases (as defined in the Agency Agreement) shall be deemed voluntarily terminated by the Debtors and CFSC and (ii) CFSC shall be deemed to have consented to the inclusion of the equipment set forth on Exhibit E to the Agency Agreement (collectively, the "**Caterpillar Equipment**") as Assets in the Sale and the sale of the Caterpillar Equipment free and clear of any and all Encumbrances. All original documents of title relating to the Caterpillar Equipment shall be delivered to the Agent or its designee within three (3) business days of the Closing and the Caterpillar Equipment shall be transferred to the Agent or its designee by CFSC free and clear of any and all Encumbrances.

35. ~~[~~Upon payment of the Caterpillar Equipment Purchase Price (as defined in the ~~amount~~Bill of ~~$30,500,000~~Sale) and the April Rent Payment ~~in the amount of $257,000,~~(as defined in the First Amendment to the Agency Agreement), CFSC, for itself, and on behalf of its respective predecessors, successors, assigns, and any controlled subsidiary or controlled affiliate thereof (collectively, the "**CFSC Releasors**"), shall be deemed to completely release, waive, and forever discharge the Debtors, their estates, affiliates, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, representatives, attorneys and beneficiaries, past, present and future (collectively, the "**Debtor Released Parties**"), from any

and all actions, complaints, attorneys' fees, charges, claims (whether they be unsecured, secured, priority, and/or administrative, including crossclaims, counterclaims, rights of setoff or recoupment), costs, obligations, demands, damages, debts, expenses, judgments, liabilities and causes of action of any kind, nature or description, whether matured or unmatured, contingent or absolute, liquidated or unliquidated, known or unknown, which the CFSC Releasors may now have, have ever had, or may in the future have against the Debtor Released Parties, based on or in any way relating to, or in any manner arising from, in whole or in part, the Caterpillar Equipment. For the avoidance of doubt, this release is expressly limited to the Caterpillar Equipment, and nothing herein shall constitute or be construed as a waiver or release of any and all claims and rights to assert such claims, demands, liens, claims for relief, bond claims, and causes of action, not arising out of or relating to the Caterpillar Equipment. Further, nothing herein shall waive (i) CFSC's right to assert claims arising out of the rejection of any lease of personal property and/or executory contracts that does not arise from or relate to the Caterpillar Equipment or (ii) the Debtors' rights to object or contest such claims on any and all bases. For the avoidance of doubt, upon the payment of the Caterpillar Equipment Purchase Price and the April Rent Payment, CFCS waives all claims and expenses against the Debtor Released Parties in respect of, under or in connection with the Caterpillar Equipment, including, without limitation rejection damages or breach claims. For the further avoidance of doubt, this release is expressly limited to the Debtor Released Parties, and nothing herein shall waive CFSC's right to assert claims pursuant to project completion agreements or similar settlement agreements approved by the Court provided that such claims are not against the Debtor Released Parties or the Agent. Without limiting the generality of the foregoing, the CFSC Releasors further release, waive, and forever discharge the Debtors and their estates from any claims related to any

payments made to the CFSC Releasors pursuant to the Agency Agreement and this Order with respect to the Caterpillar Equipment. To the extent that any proofs of claim have been filed with respect to the Caterpillar Equipment, or are at any point in the future filed in the chapter 11 cases by or on behalf of the CFSC Releasors, such claims shall be deemed disallowed and expunged without further order of the Court.~~]~~

36. Notwithstanding Bankruptcy Rules 6004, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Agent are free to perform under the Agency Agreement at any time, subject to the terms of the Agency Agreement, and the Agent shall be afforded the protections of section 363(m) and 364(e) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the Agency Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

37. The Agent is a party in interest and shall have the ability to appear and be heard on all issues related to or otherwise connected to this Agency Agreement and the conduct of the Sale.

38. The Debtors are authorized and directed to perform their obligations under the Agency Agreement.

39. If there is any direct conflict between the Agency Agreement and related documents and this Order, the terms of this Order shall control.

EXHIBIT 1

Agency Agreement

EXHIBIT C

Blackline of Revised First Amendment to Agency Agreement

FIRST AMENDMENT TO AGENCY AGREEMENT

THIS FIRST AMENDMENT TO AGENCY AGREEMENT (this "Amendment") is made and entered into as of April ~~—~~,18, 2019, by and among Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company with a principal place of business at 800 Boylston Street, 27th Floor, Boston, MA 02199 ("GBCI"), Ritchie Bros. Auctioneers (America) Inc., a Washington corporation with a principal place of business at 4000 Pine Lake Road, Lincoln, NE 68516 ("RB", and collectively with GBCI, the "Agent"), Welded Construction, L.P. and its affiliated debtors and debtors-in-possession (collectively, the "Seller") and solely for the purposes of Section 1 hereof, ~~[CAT], a [_____] [_____] with a~~Caterpillar Financial Services Corporation, a Delaware corporation with its principal place of business ~~at [_____] (the~~ in Nashville, Tennessee (~~"~~Caterpillar"). Initial capitalized terms used herein and not otherwise defined shall have the meanings respectively ascribed to such terms in the Agency Agreement (as hereinafter defined).

WHEREAS, Seller and Agent entered into a certain Agency Agreement (the "Agency Agreement") dated as of March 22, 2019;

WHEREAS, Seller, Agent, and Caterpillar desire to incorporate certain assets currently owned by Caterpillar and leased to Seller into the Sale by conveying title to such assets to Agent at the Closing of the Agency Agreement as set forth below; and

WHEREAS, Seller and Agent now desire to amend the Agency Agreement to reflect the inclusion of such assets in the Sale as set forth below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, Agent, and as to Section 1 hereof, Caterpillar hereby agree as follows:

1. Caterpillar Equipment. In exchange for Agent paying to Caterpillar the purchase price agreed to by Agent and Caterpillar ~~as reflected in the bill of the sale~~ (the "Caterpillar Equipment Purchase Price"), and Seller paying to Caterpillar the rental amount agreed to by Seller and Caterpillar in the amount of $257,000 (the "April Rental Payment") by wire transfer of immediately available funds at Closing, Caterpillar hereby (a) consents to the inclusion of the equipment set forth on Exhibit E to the Agency Agreement (collectively, the "Caterpillar Equipment") in the Sale, (b) consents to the voluntary termination of the leases associated with the Caterpillar Equipment ~~including those set forth on Exhibit A hereto~~ (collectively, the "Leases") simultaneously at Closing, (c) agrees to transfer title to such Caterpillar Equipment to the Agent or to a designee or assignee of Agent at Closing, which entity is acknowledged to be a tax-exempt reseller thereof, (d) represents and warrants that it has good and marketable title to the Caterpillar Equipment and that the Caterpillar Equipment is being transferred by it free and clear of any liens, claims or encumbrances of any kind thereon, (e) agrees that payment of the Caterpillar Equipment Purchase Price and April Rental Payment shall be in full and final satisfaction of (1) any and all claims against or obligations of Seller to Caterpillar arising from or related to the Caterpillar Equipment and the Leases, including all amounts due under the Leases,

and (2) any and all amounts due by Agent or its designee or assignee in connection with its acquisition of the Caterpillar Equipment, (f) agrees to execute and deliver a bill of sale in ~~the form attached hereto as Exhibit B to the Agent~~a form mutually agreed to by Caterpillar, RB, and the Seller prior to Closing to RB or its designee or assignee and to deliver all original documents of title relating to the Caterpillar Equipment subject to a document of title (duly endorsed and in a form suitable for transfer) at Closing, (g) agrees to the inclusion in the order approving the Sale the release in the form attached hereto as Exhibit ~~C~~A, and (h) execute such further documentation as is reasonably requested by Agent or Seller as is necessary to effectuate the foregoing.

2. Amendment to Agency Agreement. The Agency Agreement is hereby amended as follows:

a. The Seller and Agent hereby agree that (x) the Caterpillar Equipment shall be included in the Sale, (y) such Caterpillar Equipment shall not be Excluded Assets but shall be deemed "Assets" for all purposes of the applicable sections of the Agency Agreement, except as otherwise specifically addressed herein, and (z) for purposes of the Agency Agreement the defined term "Caterpillar Equipment" shall be as defined in this Amendment.

b. Section 2.3 of the Agency Agreement ~~are~~is hereby amended by deleting the date "April 15, 2019" set forth therein and inserting the date "April ~~[19],~~19, 2019" in lieu thereof.

c. Section 2.4(c) of the Agency Agreement is hereby amended and restated in its entirety as follows:

> (c) the Agent shall be entitled to sell all of the Assets hereunder free and clear of all liens, claims and encumbrances thereon (collectively, "Liens"), with any presently existing Liens against the Seller's property encumbering all or any portion of the Assets or the Proceeds attaching only to the Owned Assets Guaranteed Amount and Seller's Sharing Amount payable to the Seller under this Agreement from the Sale of Assets;

d. Section 2.4(i) of the Agency Agreement is hereby amended and restated in its entirety as follows:

> (i) upon the payment by the Agent of the portion of the Owned Assets Guaranteed Amount directed by the Seller and authorized by the Approval Order to be paid to the DIP Lender, the Agent shall have a first priority, valid duly perfected lien and security interest (the "Agent's Lien") in (x) the Assets (other than the Caterpillar Equipment), (y) any Proceeds (other than from the Caterpillar Equipment) (but only up to the amount which the Agent is entitled to receive pursuant to the terms of this Agreement, including, without limitation, any amounts owed to the Agent pursuant to Section 5 of this Agreement) and (z) all "proceeds" (within the meaning of Section 9-102(a)(64) of the Uniform Commercial Code as in effect in the State of Delaware) (the "UCC") of each of the foregoing, which Agent's Lien is senior to all persons, including all creditors of the Seller without the need for any filing under the UCC being noted on any certificate of title or otherwise, which lien shall be granted the status of superpriority claims in the

Chapter 11 Cases pursuant to section 364(c) of the Bankruptcy Code senior to all other superpriority claims, and which lien shall be free of any potential rights of the Seller or any Chapter 7 or Chapter 11 trustee to surcharge against the Assets (other than the Caterpillar Equipment) and the Proceeds (other than from the Caterpillar Equipment) pursuant to section 506(c) of the Bankruptcy Code; *provided* that, (1) the Agent's Lien shall not be junior or subordinate to or pari passu with the Liens or claims of any person, whether under section 354(d) of the Bankruptcy Code or otherwise, including without limitation any Lien that is avoided or preserved for the benefit of the Seller's estates under section 551 of the Bankruptcy Code, (2) the Agent's Lien, which shall be senior to all other persons, cannot be primed without the prior written consent of the Agent, which may be granted or withheld in the sole discretion of the Agent, and (3) the Agent's Lien shall not attach or extend to cash held by the Debtors, including cash comprising the Owned Assets Guaranteed Amount or the Seller's Sharing Amount. Valid, perfected, enforceable and non-avoidable liens, which are senior in priority to the Liens securing the DIP Obligations may only attach to the Owned Assets Guaranteed Amount and the Seller's Sharing Amount received by the Seller. Upon the receipt by the Agent of all amounts due to the Agent pursuant to Sections 5.2 and 5.3(1) of this Agreement, the Agent's Lien shall be released and, to the extent necessary, the Agent shall sign any release documents reasonably requested by the Seller.

e. Section 3 of the Agency Agreement is hereby amended and restated in its entirety as follows:

Section 3. Sale Term. The Sale shall commence on the first calendar day following the satisfaction of the conditions precedent set forth in Section 11 (the "Sale Commencement Date"), and shall terminate 150 days thereafter (the "Sale Termination Date" (subject to Sections 10 and 12.1(i)); the period from the Sale Commencement Date to the Sale Termination Date being the "Sale Term"); provided that the Sale Term may be extended upon the mutual agreement of the Seller, in consultation with the Official Committee of Unsecured Creditors of Welded Construction, L.P., *et al.* (the "Committee"), and the Agent. The Agent may, in its discretion, terminate the Sale in respect of Assets upon prior written notice to Seller (a "Sale Termination Notice"). The parties acknowledge and agree that in the event the Agent delivers to the Seller a Sale Termination Notice, the Agent (i) shall release the Agent's Lien, to the extent not previously released and subject to the Agent's receipt of all amounts owing to the Agent under this Agreement, (ii) except in connection with indemnification pursuant to Section 14, shall not request any portion of the Owned Assets Guaranteed Amount be returned to the Agent, and (iii) shall be deemed to have abandoned all rights to any Assets (other than the Caterpillar Equipment) referred to in the Sale Termination Notice as of the date the Sale Termination Notice is delivered to the Seller and the Seller shall be thereafter free to dispose of any such abandoned assets. Upon receipt of the Sale Termination Notice, the Seller shall have no obligation or liability under this Agreement or otherwise to the Agent with respect to such Assets. For the avoidance of doubt, the Agent shall not be responsible for any costs, expenses or liabilities associated with any such abandoned assets not located at the Agent Facility; provided, however, the Agent shall be

responsible for any costs, expenses or liabilities associated with any Caterpillar Equipment and such abandoned assets located at the Agent Facility.

f. Section 3 of the Agency Agreement is hereby amended by inserting the phrase "(other than the Caterpillar Equipment)" after the reference to the word "Assets" in the second to last sentence thereof.

g. Section 4.4 of the Agency Agreement is hereby amended by deleting the second sentence thereof and replacing it with "Title to the Assets shall remain with the Seller and/or Agent, as applicable, throughout the Sale Term, unless and until paid for by, and transferred to, a purchaser through a Sale."

h. Section 4.6 of the Agency Agreement is hereby amended by inserting the phrase "or those specifically made by ~~[CAT]~~Caterpillar Financial Services Corporation in any amendment to this Agreement" at the end of the first sentence of such Section.

i. Section 4.8 of the Agency Agreement is hereby amended by (x) inserting the phrase "(other than the Caterpillar Equipment)" after the word "Asset" and (y) deleting "Guaranteed Amount" and replacing it with "Owned Assets Guaranteed Amount."

j. Section 4.11 of the Agency Agreement is hereby amended and restated in its entirety as follows:

> Section 4.11 The Seller and Agent, as applicable, agree to make the Assets available for sale as contemplated herein.

k. Section 5.1 of the Agency Agreement is hereby amended and restated in its entirety as follows:

> "5.1 Guaranteed Amount. Subject to Section 6 hereof, as a guaranty of the Agent's performance hereunder on or before two (2) Business Days after entry of the Approval Order, provided that the conditions precedent set forth in Section 11 have been satisfied, the Agent shall pay to the Seller or its designee $20,000,000 (the "Owned Assets Guaranteed Amount") plus pay to Caterpillar the Caterpillar Equipment Purchase Price (as defined in the First Amendment to Agency Agreement dated April ~~[ ]~~18, 2019, among Agent, Seller and ~~[ ]~~Caterpillar Financial Services Corporation) by wire transfer of immediately available funds. The Owned Assets Guaranteed Amount and the Caterpillar Equipment Purchase Price shall collectively be referred to herein as the "Guaranteed Amount".

l. Section 5.2 of the Agency Agreement is hereby amended and restated in its entirety as follows:

> "5.2 Agent's Fee. In consideration of the Agent's obligations hereunder, the Agent shall be entitled to (1) a base fee of (x) $2,000,000 with respect to the Assets (other than the Caterpillar Equipment) (the "Agent's Owned Assets Base Fee") plus (y) $3,965,000

with respect to the Caterpillar Equipment (the "Agent's Caterpillar Equipment Base Fee," and collectively with the Agent's Owned Assets Base Fee, the "Agent's Base Fee"), plus (2) the Agent's Sharing Amount (as defined below). Agent's Base Fee and Agent's Sharing Amount are collectively referred to herein as "Agent's Fee."

m. Section 5.3 of the Agency Agreement is hereby amended and restated in its entirety as follows:

"5.3 Proceeds of the Sale. On a monthly basis, or at such shorter intervals as determined by Agent, Proceeds will be distributed in the following order of priority:

(1) With respect to Proceeds attributable to all Assets (other than the Caterpillar Equipment):

(a) FIRST: To Agent, for reimbursement of the Owned Assets Guaranteed Amount until paid in full;

(b) SECOND: To Agent, for Agent's Owned Assets Base Fee until paid in full; and

(c) THEREAFTER: To the extent that Proceeds with respect to the Assets (other than the Caterpillar Equipment) exist after the payments set forth in Sections 5.3(1)(a) and 5.3(1)(b), such excess Proceeds shall be shared: (x) 75.0% to the Seller (the "Seller's Owned Equipment Sharing Amount") and (y) 25.0% to the Agent (the "Agent's Owned Equipment Sharing Amount"); and

(2) With respect to Proceeds attributable to the Caterpillar Equipment:

(a) FIRST: To Agent, for reimbursement of the Caterpillar Equipment Purchase Price until paid in full;

(b) SECOND: To Agent, for Agent's Caterpillar Equipment Base Fee until paid in full; and

(c) THEREAFTER: To the extent that Proceeds with respect to the Caterpillar Equipment exist after the payments set forth in Sections 5.3(2)(a) and 5.3(2)(b), such excess Proceeds shall be shared: (x) 75% to the Seller (the "Seller's Caterpillar Equipment Sharing Amount," and collectively with the Seller's Owned Equipment Sharing Amount, the "Seller's Sharing Amount") and (y) 25% to the Agent (the "Agent's Caterpillar Equipment Sharing Amount," and collectively with the Agent's Owned Equipment Sharing Amount, the "Agent's Sharing Amount").

(3) For the avoidance of doubt, at Closing, Agent shall be solely responsible for payment of the Caterpillar Equipment Purchase Price to Caterpillar, and Seller shall be solely responsible for payment of the April Rental Payment to Caterpillar, the latter of which may be paid by Seller

either from its existing cash on hand or by instructing Agent to redirect a portion of the Owned Assets Guaranteed Amount to Caterpillar on account thereof.

(4) For the avoidance of doubt, only Proceeds of Caterpillar Equipment may be used to make the payments contemplated by subparagraph (2) of this Section 5.3 and only Proceeds of Assets (other than the Caterpillar Equipment) may be used to make payments contemplated by subparagraph (1) of this Section 5.3.

n. Section 5.4 of the Agency Agreement is hereby amended by deleting the date "April 16, 2019" set forth therein and inserting the date "April ~~[22],~~22, 2019" in lieu thereof.

o. Section 6 of the Agency Agreement is hereby amended by deleting the term "Assets" wherever used in such section and replacing it with "Assets (other than the Caterpillar Equipment)".

p. Sections 6.4 and 11(c) of the Agency Agreement are hereby amended by deleting "Guaranteed Amount" and replacing with "Owned Assets Guaranteed Amount".

q. Section 9.1 of the Agency Agreement is hereby amended by (x) inserting the phrase "(other than the Caterpillar Equipment)" after the word "Assets" in the first sentence and (y) inserting the following language at the end of such section:

> "During the Sale Term, all sales, excise, gross receipts and other taxes attributable to sales of the Caterpillar Equipment by Agent to third parties and payable to any taxing authority having jurisdiction (collectively, the "Caterpillar Equipment Sales Taxes") shall be payable by and be the responsibility of the Agent. The Agent shall make commercially reasonable efforts to collect applicable Caterpillar Equipment Sales Taxes from each purchaser in each such Sale of Caterpillar Equipment. The Agent shall be responsible for the preparation of any reports or tax returns required to be filed with any governmental authority in connection with any Caterpillar Equipment Sales Tax and the Seller shall reasonably cooperate in providing the Agent with the information necessary to prepare such reports and tax returns. The Agent shall sign such tax returns and promptly file the same with the appropriate governmental authority. The Agent shall promptly pay all such Caterpillar Equipment Sales Taxes to the appropriate governmental authority."

r. Sections 11(c) and 12.1(b) of the Agency Agreement are hereby amended by deleting the term "Assets" wherever used in such section and replacing it with "Assets (other than the Caterpillar Equipment)".

s. Section 11(f) of the Agency Agreement is hereby amended by deleting the date "April 15, 2019" set forth therein and inserting the date "April ~~[19],~~19, 2019" in lieu thereof.

t. Section 11 of the Agency Agreement is hereby amended by adding a new section (g) thereof, which shall state as follows:

(g) Caterpillar shall have executed the bill of sale and release agreement.

u. Section 12.1(g) of the Agency Agreement is hereby amended by deleting the term "Assets" in the first sentence thereof and replacing it with "Assets (other than the Caterpillar Equipment)".

v. Section 12.1(h) of the Agency Agreement is hereby amended by deleting the term "Assets" and replacing it with "Assets (other than the Caterpillar Equipment)".

w. Section 12.1(n) of the Agency Agreement is hereby amended by deleting the term "Assets" in the first sentence thereof and replacing it with "Assets (other than the Caterpillar Equipment)".

x. Section 12.1(o) of the Agency Agreement is hereby amended by deleting such section in its entirety and replacing it with the following language: "To the extent that the Seller has contractual rights against any third party (other than ~~[CAT]~~Caterpillar) with respect to the Caterpillar Equipment, the Seller will use its best efforts to pursue those rights and the remedies related thereto to the extent reasonably requested by, and at the reasonable direction of, Agent."

y. Section 12.1(r) of the Agency Agreement is hereby amended by adding the phrase "other than as to the Caterpillar Equipment" after the word "Sale" in the first sentence.

z. Section 13.1 of the Agency Agreement is hereby amended (x) by inserting the phrase "(other than the Caterpillar Equipment)" after each reference to the word "Assets" and (y) to add at the end of such Section the following: "Notwithstanding anything else set forth herein, to the extent the Seller currently insures the Caterpillar Equipment, the Seller shall not cancel or terminate such insurance prior to April 30, 2019. Thereafter, the Seller shall have no responsibility for insuring the Caterpillar Equipment."

aa. Section 13.2 of the Agency Agreement is hereby amended by (x) inserting the phrase "(other than the Caterpillar Equipment)" after each reference to the word "Assets" and (y) deleting "Guaranteed Amount" and replacing it with "Owned Assets Guaranteed Amount" in the first sentence thereof.

bb. Section 13.3 of the Agency Agreement is hereby amended by inserting the following language at the end of the first sentence thereof ", and beginning as soon as practicable after Closing, shall include the Caterpillar Equipment under the coverage provided by such insurance policies."

cc. Section 13.4(i) of the Agency Agreement is hereby amended by deleting the term "Assets" set forth therein and replacing it with "Assets (other than the Caterpillar Equipment)".

dd. Section 18.1 of the Agency Agreement is hereby amended and restated in its entirety as follows:

18.1 As of the date hereof, the Seller leases certain equipment identified on Exhibit E attached hereto (collectively, the "Leased Equipment") pursuant to those certain lease agreements identified on such exhibit (collectively, the "Leases" and each a "Lease"). At the Seller's option, which option shall be exercised by no later than the commencement of the Sale Hearing by delivery of written notice to the Agent, which notice shall be provided by the Seller no less than contemporaneously to the Committee, the Seller may request to include the Leased Equipment in the Sale, subject to the terms and conditions set forth herein (hereinafter, the "Leased Equipment Option"). If such request is accepted by the Agent in its sole discretion, such Leased Equipment shall be included in the Sale subject to the terms of an agreement between the Seller, Agent and the non-debtor lessor and the Agent shall pay an additional amount agreed to pursuant to the terms of such agreement at Closing (such amount, the "Additional Guaranteed Amount"). For the avoidance of doubt, the Additional Guaranteed Amount shall be in addition to, and not in lieu of, the "Owned Assets Guaranteed Amount" set forth in Section 5.1 above.

ee. Section 18.3 of the Agency Agreement is hereby deleted and superseded by this Amendment.

3. Miscellaneous. The parties hereby acknowledge and agree that, as specifically amended by the terms of this Amendment, all of the terms, covenants and provisions of the Agency Agreement are hereby ratified and confirmed and shall remain in full force and effect. From and after the date hereof, all references to the Agency Agreement shall be deemed references thereto as amended hereby. This Amendment may be executed in multiple counterparts each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument; sets forth the entire agreement between the parties; merges all prior and contemporaneous agreements, understandings, discussions, writings, warranties, and representations; shall be binding upon and inure to the benefit of parties hereto and their respective successor and assigns; and may be canceled, modified or amended only by a written instrument executed by both Seller and Agent. The captions and section headings are used only as a matter of convenience and are not to be considered a part of this Amendment or to be used in determining the intent of the parties. This Amendment may be executed and delivered by facsimile or computer-scanned image signatures. This Amendment shall be governed and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles thereof except where governed by the Bankruptcy Code. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agency Agreement, the terms of this Amendment shall govern and control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller and Agent have executed this Amendment as of the date first above written to take effect as an instrument under seal.

AGENT:

GORDON BROTHERS COMMERCIAL & INDUSTRIAL, LLC

By:_____
Name: Robert M. Himmel
Title: Senior Managing Director

RITCHIE BROS. AUCTIONEERS (AMERICA) INC.

By:_____
Name:
Title:

SELLER:

WELDED CONSTRUCTION, L.P. and its affiliated debtors and debtors-in-possession

By:_____
Name:
Title:

Solely for the purposes of Section 1 hereof:

CATERPILLAR FINANCIAL SERVICES CORPORATION

By:_____
Name:
Title: