

**EXHIBIT F**  
(Asset Purchase Agreement)

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (the “Agreement”) is entered into as of April 16, 2015, by and among (i) **Tarsco Bolted Tank Inc.**, a Delaware corporation (the “Purchaser”), (ii) **The PrivateBank and Trust Company**, an Illinois banking corporation (the “Secured Creditor”), and (iii) **Tank Operations, LLC**, the court appointed receiver (the “Receiver”) in the case filed in the United States District Court for the Northern District of Illinois entitled the PrivateBank and Trust Company, as Administrative Agent vs. Global Storage Solutions, LLC (FKA Bell Ventures, LLC) et al under case number 15-cv-01600 (the “Receivership Proceeding”).

### RECITALS

A. Pursuant to that certain Loan and Security Agreement dated as of December 20, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and between the Secured Creditor, as lender and administrative agent, Global Storage Solutions, LLC (f/k/a/ Bell Ventures, LLC) (“Global Storage”), USA Tank Sales & Erection Company Inc. (“USA Tank”), M & W Tank Construction Co. (“M & W”), Total Tanks, LLC (“Total Tanks”), C&C Tank Erectors LLC (“C&C”), All State Tank Manufacturing, L.L.C. (“All State”) and Tank Holdings, Inc. (“Guarantor”, together with Global Storage, USA Tank, M & W, Total Tanks, C&C and All State the “Borrowers”), Secured Creditor made loans to, and made other financial accommodations to or for the benefit of, the Borrowers (all such loans and other financial accommodations being herein referred to collectively as the “Loans”). The Loans and all other liabilities and obligations of the Borrowers to Secured Party under the Loan Agreement, howsoever created, arising or evidenced (collectively, the “Secured Indebtedness”), are secured by a security interest in favor of Secured Creditor in substantially all of the Borrowers’ assets.

B. As a result of numerous continuing events of default in respect of the Loans under the Loan Agreement, Secured Creditor has determined that it is entitled under Sections 9-610 through 9-619 and 9-623 through 9-628 of the Uniform Commercial Code, as adopted in the State of Illinois (the “UCC”), the Loan Agreement, and other applicable law, to, among other things, sell and transfer to Purchaser for value (the “Foreclosure Sale” as defined hereinafter) all of the Borrowers’ right, title, and interest in and to any or all of the personal property subject to Secured Creditor’s security interests and capable of being conveyed pursuant to Article 9 of the UCC, being collectively referred to and defined herein as the Purchased Assets.

C. Based on the foregoing, Secured Creditor desires to sell, transfer, and deliver to Purchaser, and Purchaser desires to acquire from Secured Party for value in a public sale pursuant to Sections 9-610 through 9-613, 9-617, 9-619 and 9-623 through 9-628 of the UCC and on the terms and subject to the conditions hereinafter set forth, all of the Borrowers’ rights, title, and interests in and to the Purchased Assets, free and clear of all liens of the Secured Creditor and those subordinate to Secured Creditor’s liens as provided for in Section 9-617(a) of the UCC.

D. Borrowers also have title to certain parcels of real property located in Goodman, Missouri, and Grove, Oklahoma, (legally described on the attached Schedule 1.2 incorporated

herein by reference, and hereinafter referred to as the “Real Estate”) on which they conducted their business, which Purchaser desires to purchase simultaneously with the Purchased Assets.

E. The parties anticipate that the Receiver shall seek court approval in the Receivership Proceeding to allow Secured Creditor to conduct the Foreclosure Sale of the Purchased Assets, and to obtain approval of a simultaneous sale of the Real Estate to Purchaser, all free and clear of any and all liens, claims, or encumbrances (other than Permitted Encumbrances), after giving proper notice to all holders of any liens, claims, or encumbrances (other than Permitted Encumbrances) on the Purchased Assets or Real Property.

## AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual representations, warranties and covenants herein contained and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

### I.

#### SALE OF PURCHASED ASSETS AND REAL ESTATE

1.1 **Description of Purchased Assets.** For the consideration and subject to the terms and conditions set forth in this Agreement, at the Closing, the Secured Creditor shall sell, transfer, assign, convey and deliver to the Purchaser, and the Purchaser shall purchase, accept and acquire, good title, free and clear of all security interests, pledges, liens, claims, encumbrances, all of the Borrowers’ respective rights, title, and interest in and to the following (collectively, the “Purchased Assets”):

- (a) all inventory, including supplies and parts which have historically been expensed or have not been valued on each of the Borrowers’ books and records, including inventory in transit which have not been invoiced to customers (collectively, the “Inventory”);
- (b) all furniture, trade fixtures, equipment (including office equipment), machinery, parts, computer hardware, tools, automobiles, trucks and other vehicles and all other tangible personal property (other than the Inventory), including any of the foregoing which has been fully depreciated (collectively, the “Equipment”);
- (c) all rights against suppliers under warranties covering any of the Inventory or Equipment;
- (d) all licenses, permits, registrations, consents, franchises, concessions, authorities (including all easements, rights of way and similar authorities), authorizations, certificates and governmental approvals (“Permits”);
- (e) all sales orders and sales contracts, purchase orders and purchase contracts, quotations and bids of any of the Borrowers, including the benefit of project work completed thereunder but not billed, which the Purchaser elects to acquire (“Contracts”) set forth on Schedule 1.1 (e);

- (f) all bona fide trade accounts receivable, notes receivable, negotiable instruments and chattel paper, including credit card receivables owed by customers for the sale of products and services actually supplied to the customer, outstanding at the Closing Date, and which are set forth on Schedule 1.1 (f) plus any account receivable billed by Receiver between the time of the preparation of the Schedule 1.1 (f) and the Closing Date which are outstanding as of the Closing Date, but in each case excluding (1) accounts receivable previously written off or determined to be bad debts and (2) all sums owing by International Accessories Company ("IAC") (collectively, the "Accounts Receivable")
- (g) all deposits which relate to pending Contracts collected from customers since February 24, 2015 by the receiver appointed in the Receivership Proceeding set forth on Schedule 1.1(g) (the "Customer Deposits");
- (h) Borrowers rights under the Real Property lease (the "Grove Lease") of vacant property adjacent to the land and buildings comprising of the offices and manufacturing facilities located at 511 Industrial Park Road A, Grove, Oklahoma, (the "Grove Property") set forth on Schedule 1.1(h) (the "Assumed Property Leases")
- (i) all Intellectual Property owned by any of the Borrowers including but not limited to, the rights to use the names USA Tank, M&W Tank Construction Co., Total Tanks, and All State Tank. As used herein, "Intellectual Property" means all (i) U.S. and non-U.S. trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for all of the foregoing, and all goodwill associated therewith and symbolized thereby, including all extensions, modifications and renewals of same; (ii) U.S. and non-U.S. inventions, discoveries and ideas, whether patentable or not, and all patents, registrations, and applications therefore, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues; (iii) confidential and proprietary information, trade secrets and know-how, including processes, schematics, databases, formulae, drawings, prototypes, models, designs and customer lists (collectively, "Trade Secrets"); (iv) U.S. and non-U.S. published and unpublished works of authorship, whether copyrightable or not (including computer software), copyrights therein and thereto, and registrations and applications therefore, and all renewals, extensions, restorations and reversions thereof; (v) electronic data processing, information, recordkeeping, communications, telecommunications, networking, account management, inventory management and other such applications, software, and hardware, equipment and services (including all applications and software installed on all hardware and equipment, and all databases, firmware, and related documentation the subject of third party licenses), and Internet websites and related content (collectively, "IT Systems"); and (vi) all other intellectual property or proprietary rights and claims or causes of action arising out of or related to any infringement, misappropriation or other violation of any of the foregoing, including rights to recover for past, present and future violations thereof, and (vii) all goodwill associated with the foregoing;

- (j) all licenses in rights to use any IT Systems in use by any of the Borrowers, and Intellectual Property, including computer hardware and software agreements (including licenses and leases) and all technical service agreements and all computer software, including all documentation and source codes with respect to such software, but solely to the extent such assets are assignable and transferrable (“Intellectual Property Contracts”);
- (k) all customer lists, customer records and mailing lists, sales and promotional materials, catalogues and advertising literature, telephone numbers, telecopy numbers, Internet domain names, e-mail and social media addresses and websites regarding the Business;
- (l) all insurance benefits, including rights and proceeds, to the extent arising from or relating to the Purchased Assets or the Assumed Liabilities;
- (m) all books and records, including payroll, employee benefit, accounts receivable and payable, Inventory, maintenance, and asset history records, ledgers, and books of original entry, employee personnel records and Occupational Safety and Health Administration and Environmental Protection Agency files (“Business Records”), all of which shall be subject to the right of the Secured Creditor to retain copies for any valid business purpose of the Secured Creditor or the Borrowers, and provided that the Business Records shall not include the documents described in Section 1.2 herein, provided further that the Secured Creditor shall provide copies of such documents to the Purchaser upon request;
- (n) all of each Borrower’s rights of offset, rebates, credits and other rights of recovery against third parties, to the extent the foregoing rights relate to the Purchased Assets, but expressly excluding deposits and prepayments;
- (o) the Borrowers’ lock box, to which the Borrowers’ account debtors remit payments;
- (p) all dealer agreements, distribution agreements, sales representative agreements, service agreements, supply agreements and franchise agreements, but solely to the extent such assets are assignable and transferrable; and
- (q) all other or additional privileges, rights, interests, properties and assets of any of the Borrowers that constitutes collateral of the Secured Creditor and that are used or intended for use in connection with, or that are necessary or advisable to the continued conduct of the Borrowers’ businesses as currently being conducted (other than the Excluded Assets, as defined below).
- (r) Borrowers’ cash, cash equivalents, uncleared customer checks, the contents of all lockbox accounts, and any other form of payment, in each case, made upon any of the Accounts Receivable from the date of this Agreement to or after the Closing and held by the Receiver.

Notwithstanding anything to the contrary contained herein, Receiver shall have the right to make and retain copies of any and all Business Records, books and records, company

documents, job documents, ERP system databases, share drives and other paper or electronic files of any one or more of the Borrowers, as may be required for the Receiver to execute its responsibilities after the contemplated Closing.

In this Agreement, the term “Executory Contracts” refers collectively to the Contracts, Intellectual Property Contracts and Assumed Property Leases, in each case to the extent set forth on **Schedule 2.1(a)** and that are assignable and transferrable pursuant to applicable law (it being understood that any agreement, contract or obligation not set forth on **Schedule 2.1(a)** shall not be considered an Executory Contract for purposes of this Agreement).

1.2 **Real Estate.** For the consideration and subject to the terms and conditions set forth in this Agreement, at the Closing, the Receiver shall sell, transfer, assign, convey and deliver to the Purchaser, and the Purchaser shall purchase, accept and acquire, good and marketable title, free and clear of all security interests, pledges, liens, claims, encumbrances, in each case other than Permitted Encumbrances, title to the Real Estate described on Schedule 1.2, and any and all improvements and fixtures attached thereto.

(a) Receiver has delivered or made available to Purchaser on or before the date hereof, and Purchaser acknowledges it has received a copy of the following: (i) that certain ALTA/ACSM Land Title Survey prepared October 12, 2010, by Civen Inc. under B&C Project No. 201001537, 002 (the “Existing MO Property Survey”); (ii) that certain Lender's Policy of Title Insurance issued by Old Republic National Title Insurance Company by its Agent Kansas Secured Title - Overland Park Commercial, File No.: JOC0001968, Policy No: LX8456076 dated December 27, 2010 (the “Existing MO Property Title Policy”); (iii) that certain ALTA/ACSM Land Title Survey dated January 11, 2012, by Rose & McCrary, P.C. Job No. 11434-00 (the “Existing OK Property Survey”); and (iv) that certain Loan Policy of Title Insurance issued by First American Title Insurance Company, File No.: NCS-515025-STLO, Policy Number: 21112-080036-LLP, dated January 18, 2012 (“Existing OK Property Title Policy”). The Existing MO Property Survey together with the Existing OK Property Survey are referred to herein collectively as the “Existing Real Property Surveys”. The Existing MO Property Title Policy together with the Existing OK Property Title Policy are referred to herein collectively as the “Existing Real Property Title Policies”.

(b) Receiver has ordered, and shall cause to be delivered to Purchaser or Purchaser's attorney as soon as is practicable a title commitment or commitments for issuance of one or more owner's title insurance policies (the “Commitment”) and committing to issue an owner's title insurance policy or policies (the “Owner's Title Policy”) from Chicago Title Insurance Company or one of its affiliates, or another title company reasonably approved by Purchaser (Chicago Title Insurance Company or one of its affiliates, or any such title company reasonably approved by Purchaser, the “Title Company”). At Closing, Purchaser shall pay the amount of the cost of any Commitment, including any title searches charged by the Title Company in connection with the Commitment, and the premium for the Owner's Title Policy, and any endorsements thereto. The cost of any lender's policy of title insurance for Purchaser's lender shall also be paid for by Purchaser.

- (c) Purchaser may, at its option, and at Purchaser's sole cost and expense update any one or more of the Existing Real Property Surveys or order a new survey for any of the Real Estate (collectively, the "Updated Surveys"), which Updated Surveys shall, if ordered, be certified to Secured Creditor, Receiver, Purchaser, Title Company and Purchaser's lender.
- (d) Purchaser shall have until the later of (x) the second (2<sup>nd</sup>) business day after receipt of the Commitment, and (y) if Updated Surveys are ordered, April 28, 2015 (the "Objection Date") for examining the Commitment and any Updated Survey then obtained by Purchaser and notifying Receiver in writing of any such objections to the Commitment and/or any Updated Surveys, if any, other than Permitted Encumbrances, which objections would materially impair the Purchaser's ability to conduct the business which is currently conducted on such Real Estate ("Title Objections"). Purchaser's failure to send such notice of Title Objections to Receiver by the Objection Date shall be deemed to constitute Purchaser's approval of the Commitment, the underlying documents and the Existing Real Property Surveys and any Updated Surveys, if any to the extent any notice of such Title Objections is not sent to Receiver by the Objection Date. If Receiver notifies Purchaser that it will not remove certain Title Objections, or if Receiver fails to have all of the Title Objections removed, corrected or insured over on or prior to Closing, Purchaser shall, within three (3) days of such notice from Receiver, or if no such notice is given then at any time, but in no event later than Closing, elect as its sole options either to: (a) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser if Purchaser has performed all of its other obligations hereunder; and this Agreement shall become null and void (except for those matters that expressly survive the termination hereof); or (b) take title subject to such Title Objections; and if it does not so elect within the time required, Purchaser shall be deemed to have elected option (b). For purposes of this Agreement, "Permitted Encumbrances" shall mean: (i) general and special real estate taxes, general and special assessments and any similar taxes or charges imposed with respect to the Real Estate and any and all fixtures and improvements thereon, which are not due and owing as of the Closing Date, (ii) acts done or suffered to be done by Purchaser, (iii) any and all items disclosed in the Existing Real Property Title Policies and/or Existing Real Property Surveys, (iv) any and all of the so called "general exceptions", including, without limitation, rights or claims of parties in possession not shown by the public records, encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and/or inspection of the premises, easements, or claims of easements, not shown by the public records, any lien or right to a lien for services, labor or material heretofore or hereafter furnished, all as imposed by law and not shown by the public records, taxes or special assessments which are not shown as existing liens by the public records, defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date of the Commitment but prior to the date the proposed insured acquires of record for value the estate or interest covered by the Commitment, (v) any and all encumbrances by Purchaser's lender in connection with financing provided or to be provided to Purchaser, and (vi) any and all Title Objections that Purchaser elects to take subject to, or is deemed to

have elected to take subject to, as provided herein. Notwithstanding anything to the contrary, all deeds of trust, mortgages, security interests, and liens shown on the Commitment and evidencing or securing a definite and ascertainable monetary sums (each a "Monetary Encumbrance") other than those done or suffered to be done by Purchaser or by Purchaser's lender in connection with financing provided or to be provided to Purchaser, shall for all purposes be deemed a title defect without the requirement of Purchaser making written objection to Receiver, which must be terminated and released of record or insured over by the Title Company at the applicable closing, and in no event shall any Monetary Encumbrance (other than one insured over by the Title Company) be a Permitted Encumbrance.

- (e) **Environmental Audit.** Purchaser may, at its own expense and prior to Closing, obtain an Environmental Audit of the Real Estate addressed to and for the benefit of Purchaser and any lender of Purchaser and prepared by an experienced, knowledgeable auditing firm (the "Environmental Audit"). All such inspections shall be conducted: (i) at Purchaser's sole risk, cost and expense; (ii) at reasonable times during normal business hours; and (iii) after reasonably prior notice to Receiver or Receiver's agent. Receiver or its agent shall have the right to accompany Purchaser and/or any of its designees during any activities performed by Purchaser and/or any of its designees on the Real Estate. Receiver and Secured Creditor have delivered or made available to Purchaser prior to the execution of this Agreement, and Purchaser acknowledges and agrees it has received a copy of that certain Phase I Environmental Report of a portion of the Real Estate prepared by EnviroSure Solutions, L.L.C., EnviroSure Project Number P015-11-01 dated January 3, 2012, and that certain Phase I Environmental Site Assessment and Limited Environmental Regulatory Compliance Report of a portion of the Real Estate prepared by Environmental Resources Management, Inc., Project Number 124271, dated December 2010 (collectively, the "Existing Environmental Report"). Purchaser shall have until the earlier of (x) two (2) business days after Purchaser's receipt of Environmental Audit and (y) April 28, 2015 (such earlier date, the "Environmental Objection Date"), to give notice to the Receiver of Purchaser's objections to anything contained in the Environmental Audit or any information or conclusions contained therein, in each case, which was not disclosed in the Existing Environmental Report and which would materially impair the Purchaser's ability to conduct the business which is currently conducted on such Real Estate (an "Environmental Objection"). Purchaser's failure to send such notice of Environmental Objection to Receiver by the Environmental Objection Date shall be deemed to constitute Purchaser's approval of the status of the environmental conditions of the Real Estate and any Environmental Audit and any information and conclusions contained therein, to the extent any notice of such Environmental Objection is not sent to Receiver by the Environmental Objection Date, and Purchaser shall have no further right to object to any such Environmental Audit or any information or conclusions contained in any Environmental Audit. If there is any Environmental Objection and notice thereof is provided to Receiver prior to the Environmental Objection Date, and which is reasonably capable of correction prior to Closing without extending the Closing Date, Receiver shall reasonably correct or cause to be corrected such defect or item to Purchaser's reasonable satisfaction prior to Closing or provide notice that it will not correct such defect. If Receiver is unable

or unwilling to cure such Environmental Objection which can be cured prior to Closing without extending the Closing Date, Purchaser may at Purchaser's option, waive its Environmental Objection not cured or terminate this Agreement by notice to Receiver.

- (f) Notwithstanding the foregoing, without first obtaining the Receiver's prior written consent, the Purchaser shall only conduct a visual inspection, with no right to conduct any physical investigation, testing, discovery, boring, extensive sampling or removal of any material portion of the Real Estate or any improvements thereon (collectively, "Physical Testing"). If the Purchaser wishes to conduct any Physical Testing of the Real Estate or any improvements thereon, the Purchaser shall submit a work plan to the Receiver for the Receiver's prior written approval, which the Receiver may modify, limit or disapprove in its sole and absolute discretion. If the Receiver approves a work plan, all Physical Testing shall comply strictly with the work plan that has been approved by the Receiver, and if the Receiver does not approve a work plan, the Purchaser shall not conduct any Physical Testing of the Real Estate or any improvements thereon. If the Purchaser intends to conduct any Physical Testing, the Purchaser shall, prior to commencing any such Physical Testing, provide the Receiver with sufficient evidence to show that the Purchaser and the Purchaser's agents, designees, and/or consultants who are to enter upon the Real Estate or any improvements thereon are adequately covered by policies of insurance insuring the Purchaser, Secured Creditor, any other lender secured by the Real Estate, any designee of Receiver, and the Receiver against any and all liability arising out of the Purchaser's or the Purchaser's agents', designees' and/or consultants' entry upon and inspection, investigation, testing, and discovery of the Real Estate and any improvements thereon, including without limitation any loss or damage to the Real Estate and any improvements thereon, with coverage in the amount not less than \$3,000,000 per occurrence. If the Purchaser or the Purchaser's agents, designees and/or consultants conduct any Physical Testing (except materially in conformance with a work plan approved by the Receiver in accordance with this paragraph), that shall be a material breach of this Agreement and notwithstanding anything to the contrary, the Receiver may terminate this Agreement in accordance with the terms hereof and, in such case, Secured Creditor shall be paid the Earnest Money Deposit and any interest accrued thereon as liquidated damages.
- (g) Purchaser shall: (i) promptly repair and restore any damage to the Real Estate and any improvements thereon caused by or resulting from Purchaser's inspections, investigations, discovery and/or testing; and (ii) indemnify, defend and hold Receiver, Secured Creditor, the owner of the Real Estate, and each of the foregoing entity's partners, employees and agent harmless from all loss, cost, damage, claim, and/or liability, including reasonable attorneys' fees, related to or arising from, out of, or in connection with Purchaser's inspections, investigations, discovery and/or testing of the Real Estate or any improvements thereon. Also, without limiting the foregoing, Purchaser hereby agrees not to permit or suffer, and to cause promptly to be removed and released, any mechanic's, materialman's or other lien in connection with, or on account of or in respect of any such investigations and/or any Physical Testing. The

provisions of this Section 1.2(f) and Section 1.2 (g) shall survive the Closing or earlier termination of this Agreement.

1.3 **Excluded Assets.** Notwithstanding anything contained in Section 1.1 to the contrary, the Secured Creditor is not selling, and the Purchaser is not purchasing, any of the following assets of the Borrowers, all of which shall be retained by the Borrowers and encumbered by the liens of the Secured Creditor (collectively, the “Excluded Assets”):

- (a) claims and other rights of Borrowers under any contract or agreement not included among the Executory Contracts;
- (b) all litigation claims not materially related to the Purchased Assets, including any commercial tort claims;
- (c) Borrower's cash, cash equivalents, uncleared customer checks, and the contents of all lockbox accounts, in each case, other than as included in Section 1.1(r), and all capital stock of Borrowers' respective subsidiaries (if any);
- (d) rights under any real property lease of Borrowers, including those properties currently leased by Borrowers, other than the Assumed Property Leases (the “Leased Properties”);
- (e) all of the Borrowers' right, title and interest in and to any third party contract, agreement, or arrangement related to the Borrowers' employee benefit plans;
- (f) rights of offset, rebates, credits and other rights of recovery against third parties, solely to the extent the foregoing rights solely relate to Excluded Assets;
- (g) all of the Borrowers' deposits and prepayments, including deposits with the Internal Revenue Service or any federal, state, local or foreign taxing authority, and rights to refunds of any previously paid taxes;
- (h) the formation documents, operating agreement, taxpayer and other identification numbers and other documents relating to the organization, maintenance and existence of Borrowers;
- (i) the Borrowers' tax returns, schedules and work papers (provided that the Purchaser at its request and expense may make copies of such documents as they exist as of the date of the Closing);
- (j) claims and other rights of any Borrowers against the holders of any liabilities and obligations of the Borrowers that are not being assumed by the Purchaser;
- (k) all letters of credit issued to any of the Borrowers as a beneficiary; and
- (l) except with respect to the Executory Contracts, all agreements providing for the terms and conditions of employment (or the termination of employment) or of any independent contractor relationship between any person and any of the Borrowers.

1.4 **Consideration and Earnest Money Deposit.** The aggregate consideration to be paid by the Purchaser to the Secured Creditor for the Purchased Assets shall consist of the assumption of the Assumed Liabilities as more fully described in Section 2.1 hereof and the payment of the following amounts:

- (a) the sum of One Million and Seven Hundred Thousand Dollars (\$1,700,000.00) for the Equipment;
- (b) the sum of Four Million Nine Hundred Thousand Dollars (\$4,900,000.00) for the Accounts Receivable and the items listed in 1.1 (r);
- (c) the sum of Four Hundred Thousand Dollars (\$400,000.00) for Inventory;
- (d) the sum of Ten Dollars (\$10.00) for the Contracts;
- (e) the sum of Ten Dollars (\$10.00) for the items listed in 1.1(c), (d), (g), (i), (j), (k); (l), (m), (n), (o), (p), and (q); and
- (f) the sum of Ten Dollars (\$10.00) for the Grove Lease.

The total of the above sums, (the "Purchase Price") shall be payable at the Closing by the Purchaser's wire transfer of immediately available funds to the account or accounts designated by the Secured Creditor. The aggregate consideration to be paid by the Purchaser to the Receiver for the Real Estate shall be the sum of Two Million and Nine Hundred Thousand Dollars (\$2,900,000.00), (the "Real Estate Purchase Price"), payable at the Closing by the Purchaser's wire transfer of immediately available funds to the account or accounts designated by the Receiver. Purchaser has delivered an earnest money deposit of Two Hundred and Fifty Thousand Dollars (\$250,000.00) in cash (the "Earnest Money Deposit") to the Secured Creditor's counsel, Katten Muchin Rosenman LLP (receipt of which is hereby acknowledged), which shall hold the Earnest Money Deposit in trust for the benefit of the Purchaser pending the Closing or termination of this Agreement pursuant to Section 8.3. At the Closing (if the Closing occurs), the Earnest Money Deposit shall be paid to the Secured Creditor and credited toward the Purchase Price. In the event that this Agreement is terminated prior to the Closing, the Earnest Money Deposit shall be dealt with in the manner set forth in Section 8.4 of this Agreement.

The purchase and sale contemplated by this Agreement shall be an all or none sale and all of the Purchased Assets, and Real Estate must be purchased by the Purchaser and all of the Assumed Liabilities assumed by the Purchaser as a part of the Closing.

1.5 **Allocation of Purchase Price; Sales Tax.** The Purchase Price, together with any Assumed Liabilities, shall be allocated in accordance with the individual values of the Purchased Assets as provided by the Purchaser within ninety (90) days of the Closing, consistent with Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"); provided, however, that nothing herein shall affect the manner in which the Secured Creditor applies the Purchase Price proceeds to the Borrowers' debt. The parties agree that the form of the transactions (and the consideration therefore) provided for in this Agreement and in the agreements referred to herein was arrived at on the basis of arm's-length negotiation among the parties.

1.6 **Non-Transferable Assets.** Nothing in this Agreement shall be construed as an agreement to assign any Executory Contract, Permit or other Purchased Asset or Real Estate that by its terms or pursuant to applicable law is not capable of being sold, assigned, transferred or delivered without the consent or waiver of a third party or governmental authority unless and until such consent or waiver shall be given. Nothing in this Section 1.5 shall affect the Purchaser's right to terminate this Agreement under Section 7.3 in the event that any consent or waiver as described herein is not obtained.

## II. **ASSUMPTION OF CERTAIN LIABILITIES**

2.1 **Undertakings of the Purchaser.** Subject to the terms and conditions set forth in this Agreement and the receipt of consents from third parties, where applicable, at the Closing, the Purchaser shall assume, pay and perform only (collectively, the "Assumed Liabilities"):

- (a) the obligations to pay or perform following the Closing Date under the express terms of the Executory Contracts set forth on **Schedule 2.1(a)**, provided, however, that in no event shall Purchaser assume or otherwise be responsible for any liability or obligation under any Executory Contract arising out of or related to any breach, default, performance or failure to perform by any of the Borrowers under any Assumed Contract prior to the Closing.

2.2 **No Other Obligations Assumed.** Notwithstanding the provisions of Section 2.1 or any other provision of this Agreement, any Schedule or Exhibit hereto or any ancillary agreement to the contrary, and regardless of any disclosure to the Secured Creditor, except for the Assumed Liabilities, and the post-closing employment-related obligations set forth in Section 7.1 below, the Purchaser shall not assume, and the Borrowers shall remain solely responsible for, any notice pay or other liability owed to any current or former employee of any of the Borrowers pursuant to, and any fine or penalty imposed under, the Worker Adjustment and Retraining Notification Act (i.e., the "WARN Act") that accrued prior to the Closing, the 401(k) Plan, including any and all liabilities arising as a result of any "prohibited transaction" that occurred prior to the Closing, including any continuation of such "prohibited transaction" that extends after the Closing, or any liabilities arising from any failure to fully vest the account balances of affected participants upon any partial termination of the 401(k) Plan that occurred prior to the Closing; all taxes, trade accounts payable, accrued expenses and all other liabilities, obligations, mortgages, security interests, conditional sale or other title-retention agreements, pledges, liens, claims (as such term is defined in Section 101 (Definitions) of Title 11 (Bankruptcy) of the United States Code), judgments, demands, unrecorded easements, charges, encumbrances, defects, options, rights of first refusal, rights of reclamation and restrictions of any kind on the Purchased Assets, Excluded Assets and claims and commitments of or against any of the Borrowers, whether any of the foregoing are known or unknown, existing, contingent upon future events or circumstances, accrued, funded, unfunded or otherwise, and whether or not covered by insurance.

**III.**  
**REPRESENTATIONS AND WARRANTIES OF THE SECURED CREDITOR**

In order to induce the Purchaser to acquire the Purchased Assets on the terms set forth in this Agreement, the Secured Creditor hereby makes the following representations and warranties:

**3.1 Status and Power.**

- (a) **Existence and Status.** Secured Creditor is a national banking association duly organized and validly existing under the laws of the United States of America.

**3.2 Power and Authority.**

- (a) Secured Creditor has the right, power and authority to enter into this Agreement and each other agreement, instrument or other document required to be executed by it hereunder (collectively, the “Secured Creditor’s Agreements”) and to consummate the sale of the Purchased Assets and the other transactions contemplated by, and otherwise to comply with and perform its obligations under, this Agreement; and
- (b) This Agreement and the Secured Creditor’s Agreements to which the Secured Creditor is and shall become a party constitute and shall constitute the valid and binding agreements of the Secured Creditor that are enforceable against the Secured Creditor in accordance with their respective terms.

**3.3 Consents Required.** Subject to the receipt of any necessary consents to transfers of Permits and Executory Contracts set forth on **Schedule 2.1(a)**, no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or other third-party on the part of the Borrowers or the Secured Creditor is required in connection with the execution or delivery of this Agreement or the Secured Creditor’s Agreements or the consummation of the sale of the Purchased Assets and the other transactions contemplated by this Agreement or the Secured Creditor’s Agreements.

**3.4 Liens and Encumbrances.** Secured Creditor, through the valid exercise of its rights as a secured creditor of Borrowers, is transferring to Purchaser title to the Purchased Assets in accordance with the UCC. Secured Creditor will timely deliver all notices required to be sent in accordance with Section 9-611 of the UCC.

**3.5 Documentation Concerning Executory Contracts.** Other than as to the Borrowers’ respective leases of real property, the Secured Creditor has not received any written notice from any counterparty to any Executory Contract asserting that any of the Borrowers is in breach, other than with respect to breaches and other instances of non-performance as set forth on **Schedule 3.5**

**3.6 No Litigation.** Except as set forth on **Schedule 3.6**, and that certain action (the “Receivership Proceeding”) entitled The PrivateBank and Trust Company, as Administrative Agent v. Global Storage Solutions, LLC (F/K/A Bell Ventures, LLC), et al., currently pending in the United States District Court for the Northern District of Illinois under case number 15-cv-01600, neither the Secured Creditor nor, to the Secured Creditor’s best knowledge, any of the

Borrowers is (a) engaged in, a party to, subject to or threatened with, any claim, legal or equitable action, or other proceeding; or (b) a party to or subject to any judgment, order or decree against any of the Borrowers or the Purchased Assets; in either case which would have a material adverse effect on the sale of the Purchased Assets to the Purchaser on the terms set forth in this Agreement.

3.7 **No Commissions.** No person, firm or corporation has asserted or is entitled to any commission or broker's or finder's fee in connection with the Purchased Assets by reason of any act or omission of the Secured Creditor.

3.8 **DISCLAIMER OF IMPLIED WARRANTIES.** Except as expressly set forth in this Agreement, Secured Creditor disclaims all liability and responsibility for any representation, warranty, covenant, agreement, or statement made or information communicated (orally or in writing) to Purchaser. PURCHASER IS ACQUIRING THE PURCHASED ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS AND DEFECTS REGARDING THE CONDITION AND TITLE OF THE SUBJECT ASSETS. PURCHASER ACKNOWLEDGES AND AGREES THAT SECURED CREDITOR HAS NOT MADE AND DOES NOT MAKE, AND SECURED CREDITOR SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE VALUE, NATURE, QUALITY, QUANTITY OR CONDITION OF SUBJECT ASSETS, EXCEPT SECURED PARTY WARRANTS ONLY THAT IT HAS GOOD RIGHT TO SELL AND IS SELLING PURCHASED ASSETS TO PURCHASER UNDER SECTION 9-610 ET SEQ. OF THE UCC, FREE AND CLEAR OF ANY KNOWN SUBORDINATE SECURITY INTEREST OR LIEN AS PROVIDED IN SECTION 9-617(a) OF THE UCC. IN NO EVENT SHALL SECURED CREDITOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PURCHASED ASSETS THAT PURCHASER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT ASSETS, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF ASSETS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY ANY OTHER PARTY. PURCHASER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SECURED CREDITOR WITH RESPECT TO ANY INFORMATION SUPPLIED BY SECURED CREDITOR CONCERNING THE ASSETS AND THAT SECURED CREDITOR MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT PURCHASER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT SECURED PARTY WOULD NOT AGREE TO SELL PURCHASED ASSETS TO PURCHASER WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION.

## IV.

### **REPRESENTATIONS AND WARRANTIES OF THE RECEIVER**

In order to induce the Purchaser to acquire the Real Estate on the terms and conditions set forth in this Agreement, the Receiver hereby represents and warrants to the Purchaser as follows:

#### 4.1 **Status and Power.**

(a) **Existence and Status.** Receiver is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware.

#### (b) **Power and Authority.**

1. Receiver has the right, limited liability company power and authority to enter into this Agreement and each other agreement, instrument or other document required to be executed by it hereunder (collectively, the “Receiver’s Agreements”) and to consummate the sale of the Real Estate and the other transactions contemplated by, and otherwise to comply with and perform its obligations under, this Agreement.
2. This Agreement and Receiver’s Agreements to which it is and shall become a party constitute and will constitute the valid and binding agreements of the Receiver that are enforceable against it in accordance with their respective terms.

For purposes of this Agreement "Knowledge of the Receiver", "Receiver's Knowledge", "knowledge of the Receiver" and similar phrases shall mean and refer only to the actual present knowledge of the Designated Individual. Purchaser acknowledges that the Designated Individual named is named solely for the purpose of defining and narrowing the scope of Receiver's knowledge and not for the purpose of imposing any liability on or creating any duties running from the Designated Individual to Purchaser. As used herein, the term “Designated Individual” shall refer to Matthew English.

4.2 **Consents Required.** Subject to obtaining a court order in the Receivership Proceeding approving the sale of the Real Estate and improvements thereon, no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or other third-party on the part of the Borrowers or the Receiver is required in connection with the execution or delivery of this Agreement by the Receiver or the Receiver’s Agreements or the consummation of the sale of the Real Estate and the improvements thereon as contemplated by this Agreement or the Receiver’s Agreements.

4.3 **Liens and Encumbrances.** Receiver, following obtaining a court order in the Receivership Proceeding, shall transfer to Purchaser title to the Real Estate subject to the Permitted Encumbrances. Receiver will timely deliver notices to all known holders of liens, or

encumbrances on the Real Estate other than holders of liens, or encumbrances which constitute Permitted Encumbrances.

4.4 **Documentation Concerning Executory Contracts.** Other than as to the Borrowers' respective leases of real property, the Receiver has not received any written notice from any counterparty to any Executory Contract asserting that any of the Borrowers is in breach, other than with respect to breaches and other instances of non-performance as set forth on **Schedule 4.4** or with respect to which such asserted breach has been resolved.

4.5 **No Litigation.** Except as set forth on **Schedule 4.5**, and that certain action (the "**Receivership Proceeding**") entitled The PrivateBank and Trust Company, as Administrative Agent v. Global Storage Solutions, LLC (F/K/A Bell Ventures, LLC), et al., currently pending in the United States District Court for the Northern District of Illinois under case number 1:15-cv-01600, neither the Receiver nor, to the Receiver's knowledge, any of the Borrowers is (a) engaged in, a party to, subject to or threatened with, any claim, legal or equitable action, or other proceeding; or (b) a party to or subject to any judgment, order or decree against any of the Borrowers or the Real Estate; in either case which would have a material adverse effect on the sale of the Real Estate to the Purchaser on the terms set forth in this Agreement.

4.6 **No Commissions.** To the Receiver's Knowledge, no person, firm or corporation has asserted or is entitled to any commission or broker's or finder's fee in connection with the Real Estate by reason of any act or omission of the Receiver.

## V.

### **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

In order to induce the Secured Creditor to sell the Purchased Assets on the terms and conditions set forth in this Agreement, the Purchaser hereby represents and warrants to the Secured Creditor as follows:

#### 5.1 **Status and Power.**

(a) **Corporate Existence and Status.** The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of Delaware.

#### (b) **Power and Authority.**

1. The Purchaser has the right, power and authority to enter into this Agreement and each other agreement, instrument or other document required to be executed by it hereunder (collectively, the "**Purchaser's Agreements**") and to consummate the purchase of the Purchased Assets, assumption of the Assumed Liabilities and the other transactions contemplated by, and otherwise to comply with and perform its obligations under, this Agreement; and
2. This Agreement and Purchaser's Agreements to which it is and shall become a party constitute and will constitute the valid and binding agreements of the

Purchaser that are enforceable against it in accordance with their respective terms.

- (c) **No Governmental Consents Required.** No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority on the part of the Purchaser is required in connection with its execution or delivery of this Agreement or the Purchaser's Agreements or the consummation of the purchase of the Purchased Assets, assumption of the Assumed Liabilities and the other transactions contemplated by, or other compliance with or performance under, this Agreement or the Purchaser's Agreements by the Purchaser.

5.2 **No Commissions.** No person, firm or corporation has asserted or is entitled to any commission or broker's or finder's fee in connection with the purchase of the Purchased Assets by reason of any act or omission of the Purchaser.

5.3 **No Litigation.** The Purchaser is not (a) engaged in, a party to, subject to, or to the Purchaser's best knowledge, threatened with any claim, legal or equitable action, or other proceeding; or (b) a party to or subject to any judgment, order or decree; in either case which would have a material adverse effect on the performance by the Purchaser of its obligations under this Agreement.

5.4 **Purchaser's Due Diligence.** Prior to the Closing Date, Purchaser will have had the opportunity to perform all inspections, reviews, tests, examinations and investigations of all aspects of the Real Estate, any improvements thereon and the Purchased Assets as Purchaser deems necessary or appropriate. Purchaser acknowledges that Purchaser is acquiring the Real Estate, any improvements thereon, and Purchased Assets solely on the basis of Purchaser's due diligence examinations of the Real Estate, any improvements thereon and the Purchased Assets, except to the extent that Secured Creditor or Receiver has expressly made representations, warranties or covenants in this Agreement. **AS A MATERIAL INDUCEMENT TO RECEIVER TO AGREE TO SELL THE PURCHASED ASSETS AND THE REAL ESTATE TO PURCHASER FOR THE REAL ESTATE PURCHASE PRICE AND TO EXECUTE THIS AGREEMENT, PURCHASER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT: (I) THE REAL ESTATE AND ANY IMPROVEMENTS THEREON IS BEING SOLD AND PURCHASER IS ACCEPTING POSSESSION OF THE PURCHASED ASSETS AND THE REAL ESTATE AND ANY IMPROVEMENTS THEREON ON THE CLOSING DATE "AS-IS, WHERE IS, WITH ALL FAULTS" WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE OR THE REAL ESTATE PURCHASE PRICE, AND THAT EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT AND THE DOCUMENTS SPECIFIED HEREIN TO BE DELIVERED BY RECEIVER, AS APPLICABLE, AT CLOSING, THIS SALE IS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF INCOME POTENTIAL, USES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND (II) PURCHASER IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM RECEIVER OR ANY AGENTS OR BROKERS AS TO ANY MATTER CONCERNING THE REAL ESTATE OR ANY**

IMPROVEMENTS THEREON (EXCEPT FOR THOSE REPRESENTATIONS, WARRANTIES AND COVENANTS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND THE DOCUMENTS TO BE DELIVERED BY RECEIVER, AS APPLICABLE, AT CLOSING). THE TERMS OF THIS PARAGRAPH 5.4 SHALL SURVIVE THE CLOSING. PURCHASER AND ITS AGENTS, SERVANTS, DIRECTORS, OFFICERS, EMPLOYEES, SERVICERS, ATTORNEYS, SUCCESSORS, ASSIGNS AND AFFILIATES HEREBY RELEASES AND FOREVER DISCHARGES, AND RECEIVER'S AGENTS, SERVANTS, DIRECTORS, OFFICERS, EMPLOYEES, SERVICERS, ATTORNEYS, SUCCESSORS, ASSIGNS AND AFFILIATES (ALL SUCH PERSONS BEING COLLECTIVELY REFERRED TO AS THE "RELATED PERSONS"), OF AND FROM ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS AND REMEDIES OF WHATSOEVER KIND AND NATURE THAT PURCHASER HAS OR MAY IN THE FUTURE HAVE AGAINST RECEIVER OR ANY RELATED PERSONS, AND IN ANY MANNER ON ACCOUNT OF, ARISING OUT OF OR RELATED TO THE REAL ESTATE, ANY IMPROVEMENTS THEREON, OR THIS AGREEMENT (THE "RELEASED CLAIMS"); PROVIDED, HOWEVER, THAT RELEASED CLAIMS SHALL NOT INCLUDE CLAIMS OR CAUSES OF ACTION ARISING BY REASON OF (A) RECEIVER'S BREACH OF THIS AGREEMENT AND/OR (B) RECEIVER'S FRAUD OR INTENTIONAL MISCONDUCT. EXCEPT AS SET FORTH ABOVE, IT IS THE INTENTION OF PURCHASER THAT THE FOREGOING GENERAL RELEASE SHALL BE EFFECTIVE AS A BAR TO ALL ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS OR DEMANDS OF EVERY KIND, NATURE OR CHARACTER WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FIXED OR CONTINGENT, ARISING OUT OF OR IN CONNECTION WITH THE RELEASED CLAIMS. The truth, accuracy and completeness of each of the representations, warranties and covenants of Purchaser set forth in this Section 5.4, as of the date hereof, and as of the Closing Date, shall constitute a condition precedent to the obligations of the Receiver hereunder.

## VI. CLOSING

6.1 The closing of the sale of the Purchased Assets and the Real Estate contemplated by this Agreement (the "Closing," and the date on which the Closing occurs, the "Closing Date") shall take place at the office of Katten Muchin Rosenman, 525 West Monroe Street, Chicago, Illinois, or at such other place and time as the Secured Creditor, Receiver and the Purchaser shall agree in writing, on the first (1st) business day following the satisfaction of the following: (i) Purchaser has been declared by the Secured Creditor the winner of the Foreclosure Sale (as defined in Section 7.4 hereof), and no bankruptcy petition, voluntary or involuntary, is then on file with respect to any of the Borrowers, and (ii) the satisfaction or, to the extent permitted by law, waiver of all conditions and obligations of the parties set forth in Section 8. The transfer of the Purchased Assets and the Real Estate will be deemed to occur as of 12:01 a.m. (Central Standard Time) on the Closing Date, and until such time the Secured Creditor and Borrowers will retain ownership and possession of, and bear all risk of loss or damage to, the Purchased Assets and will remain liable for all liabilities with respect to the Purchased Assets.

**VII.**  
**COVENANTS OF THE PARTIES**

**7.1 Obligations Concerning Employees.**

- (a) **Wages; Prior Claims.** The Secured Creditor shall (i) cause to be funded, from proceeds of the sale contemplated herein, all salary, wages, commissions, benefit plan contributions and other compensation (net of usual withholdings) owed to the Borrowers' respective employees for their services rendered or that otherwise have accrued prior to the date of the Closing, such amounts to be paid by the Borrowers (x) in the case of salary, no later than the first regular payroll date of the Borrowers after the Closing, (y) in the case of payments owing under any employment or independent contractor agreement, at the time specified under such agreement, but not later than thirty (30) days after the Closing, and (z) in the case of all other items described under (i) above, within thirty (30) days after the Closing, and (ii) cause the Borrowers to timely pay claims for services rendered prior to the Closing under each of the Borrowers' group health plans and any other welfare benefit plans maintained by any of the Borrowers. The Purchaser shall be solely responsible for all compensation, benefits and other obligations offered by the Purchaser to employees of the Borrowers who accept employment with the Purchaser. This Section 7.1(a) is subject to Sections 7.1(b) through (c).
- (b) **Health Plan.** The Purchaser shall not assume the Borrowers' group health plan (including dental) (the "Borrowers' Health Plan") or any other Benefit Plans.
- (c) **No Third Party Beneficiaries.** The provisions of this Section 7.1 are not intended to, and shall not, create in any person other than the parties to this Agreement any right to enforce, or make any person a third-party beneficiary of, this Agreement or the provisions of this Section 7.1.
- (d) **Notice by Purchaser of Employees to be Offered Employment.** No later than the seventh (7th) day after the date of this Agreement, Purchaser shall provide a list to Receiver in writing of the employees of the Borrowers as of the date of this Agreement which Purchaser will offer as of the date of Closing employment on terms substantially similar to those of each such employee of the Borrowers had on the day prior to Closing.

**7.2 401(l) Plan, Retention Bonuses, and Vacation Accruals.** Purchaser shall not assume, and Borrowers shall retain sole liability for, the 401(k) Plan, any retention bonuses, and any employee unpaid-vacation pay.

**7.3 Consents and Conditions.**

- (a) **Mail Addressed to the Borrowers.** If, on or before the first (1st) anniversary of the Closing Date, (i) the Secured Creditor or the Receiver comes into possession of any mail addressed to any of the Borrowers which relates to the Purchased Assets or Assumed Liabilities, the Secured Creditor shall notify the Purchaser and, upon request, promptly forward all such mail to the Purchaser and (ii) the Purchaser comes

into possession of any mail addressed to the Secured Creditor, or any mail addressed to any of the Borrowers, which in any case does not relate to the Purchased Assets or Assumed Liabilities, the Purchaser shall notify the Secured Creditor of such receipt and, upon request, promptly forward all such mail to the Secured Creditor.

7.4 **Foreclosure Sale.** The Secured Creditor has provided appropriate notice of a UCC foreclosure sale of the Purchased Assets (the "Foreclosure Sale") a copy of which is attached hereto as **Schedule 7.4.**

7.5 **Covenant Not to Sue.**

- (a) The Purchaser hereby covenants and represents that it will not bring any action, complaint, lawsuit, arbitration proceeding or other legal action against the Secured Creditor or the Receiver (either directly or in its capacity as the Secured Creditor or Receiver), or the Secured Creditor's or the Receiver's legal counsel or any of the Secured Creditor's or the Receiver's affiliates or representatives by reason of any breach of any representation or warranty of the Secured Creditor or the Receiver set forth in this Agreement, except to the extent such breach arises due to the fraud or knowing, intentional or reckless misrepresentation of the Secured Creditor or Receiver (as applicable) or its legal counsel (as applicable).
- (b) The Secured Creditor and the Receiver hereby covenants and represents that it will not bring any action, complaint, lawsuit, arbitration proceeding or other legal action against the Purchaser, the Purchaser's legal counsel or any of the Purchaser's affiliates or representatives by reason of any breach of any representation or warranty of the Purchaser set forth in this Agreement, except to the extent such breach arises due to the fraud or knowing, intentional or reckless misrepresentation of the Purchaser or its legal counsel.

7.6 **Further Assurances.** Each of the parties agrees to work diligently, expeditiously and in good faith to consummate the transactions contemplated by this Agreement. From time to time for up to one (1) year after the Closing Date, the Secured Creditor shall execute and deliver to the Purchaser, at the Purchaser's sole cost and expense (if applicable) such instruments of sale, transfer, conveyance, assignment, consent, assurance, power of attorney, and other such instruments as may be reasonably requested by the Purchaser in order to vest in the Purchaser all right, title, and interest in and to the Purchased Assets and the Borrowers' businesses.

7.7 **Operation of the Business.** Between the date of this Agreement and the Closing Date or earlier termination of the Agreement, the Receiver shall ensure that the business of the Borrowers is operated in the usual and ordinary course, by continuing to fund current payroll, material / freight / rentals, consumables, sub-contractors and sales, general & administrative expenses during the period between the date of this Agreement and the earlier of Closing or termination of this agreement, to the extent the Receiver has received sufficient cash to pay such costs and expenses after the date of this Agreement from Accounts Receivable. The Receiver shall consult with the Purchaser to review purchases made and orders placed during the period between the date of this Agreement and Closing related to goods likely to be received after the Closing, that would be the responsibility of the Purchaser.

- (a) Specifically, the Receiver shall fund the following budgets (calculated on a daily basis, for each business day between the date of this Agreement and the Closing Date or earlier termination of the Agreement, to the extent the Receiver has received sufficient cash to pay such costs and expenses after the date of this Agreement from Accounts Receivable, although funds will be aggregated and paid in lump sums) and will not exceed such budgeted expenditures without express written consent of the Purchaser:
1. Payroll related expenses, excluding pre-paid healthcare: approximately \$60,000 per day
  2. Materials, Freight & Rentals: approximately \$50,000 per day
  3. Consumables: approximately \$3,000 per day
  4. Sub-contractors: approximately \$20,000 per day
  5. SG&A expenses: approximately \$20,000 per day
  6. Pre-paid healthcare for April will be approximately \$105,000 in total paid around April 20, 2015, and approximately \$25,000 per week for each month after April 2015.
- (b) The Receiver has budgeted the following for billings and collections between signing and closing:
1. Billings: approximately \$100,000 per day
  2. Collections: approximately \$160,000 per day
- (c) The Receiver will continue to bill customers in the ordinary course
- (d) Between the date of this Agreement and Closing Date or earlier termination of this Agreement, the Receiver will notify the Purchaser prior to implementing any material changes to the operation of the business of the Borrowers, including its staffing, from the operations as conducted and observed by the Purchaser during the period from March 16, 2015 to March 27, 2015.
- (e) Purchaser's executive personnel may observe and comment upon the day to day management of the business of the Borrowers from the date hereof to the Closing Date or the termination of this Agreement, whichever first occurs, but final decisions on all matters prior to the Closing Date shall remain with the Receiver.
- (f) Between the date hereof and the Closing Date, the Receiver shall deposit the proceeds of Accounts Receivable collected by the Receiver to the cash account referenced in Section 1.1 (r). Disbursements from such account from and after the date hereof shall be limited to those expenditures referenced in Section 7.7(a) hereof actually incurred.

(g) The parties agree that the Receiver shall be immediately authorized upon signing of this agreement to enter into agreements with the following customers to allow the customers to issue a joint check and/or direct pay the vendors listed below in order to aid in the release of any liens that have been put on the customers by vendor. These joint checks / direct payment of vendors shall not trigger an Accounts Receivables adjustment:

1. Job# 1409036 Agri Systems (ASI Industrial) – Fairview ND – amount due vendor Kloeckner Metals approximately \$138,138
2. Job# 1402071 John W. Stone Oil Distributor – Port Fourchon LA – amount due vendor Kloeckner Metals approximately \$88,000
3. Job# 1404235 Phoenix Processing – Martin Marietta – Medina Hondo TX – amount due vendor Kloeckner Metals approximately \$143,165
4. Job# 1402154 Abesina Abener Teyma – Carty Gen Station – Morrow County OR – amount due vendor Kloeckner Metals approximately \$94,736
5. Job# 1401018 US Silica Odessa TX – amount due vendor Allied Coring & Cutting, LLC approximately \$6,200
6. Job# 1401018 US Silica Odessa TX – amount due vendor Ahern Rentals approximately \$10,673.

7.8 **Inspection Rights.** Following the execution of this Agreement until the Closing Date or earlier termination of this Agreement, Secured Creditor and the Receiver shall continue to make available to Purchaser any and all due diligence materials relating to the business of the Borrowers and the Purchased Assets and Real Estate, for the purposes of continuing inspection and review. All such information shall continue to be governed by the obligations and confidentiality contained in the Non-Disclosure Agreement executed by Purchaser's parent company, The Warren Group, and the Receiver.

7.9 **Taxes.** Secured Creditor shall pay all Real Property taxes owing or accrued owing in respect of the Real Estate and the Grove Lease, and all personal property taxes owing or accrued owing in respect of the Equipment to the Closing Date. Such taxes billed and owing at Closing shall be paid to the applicable governmental authority at such time or paid over to the Purchaser at Closing as a closing adjustment. Such taxes accrued to the Closing Date but not then billed or otherwise owing, shall be paid by the Secured Creditor to the applicable governmental authority after Closing or to the Purchaser promptly when due.

## **VIII.** **CONDITIONS TO CLOSING**

8.1 **Purchaser's Conditions.** The obligation of the Purchaser to consummate the purchase of the Purchased Assets shall be subject to the fulfillment to the Purchaser's reasonable satisfaction or the Purchaser's waiver of each of the following conditions:

- (a) Each of the representations and warranties in Section 3 and 4 shall be true, complete and correct in all material respects on the date of the Closing as if made on such date.
- (b) Secured Creditor and Receiver shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by them on or prior to the Closing Date.
- (c) No governmental authority shall have enacted, issued, promulgated or enforced any law that prohibits the consummation of the transactions contemplated by this Agreement.
- (d) No action shall be pending that (i) challenges the transactions contemplated by this Agreement or otherwise seeking damages in connection therewith, or (ii) seeks to prohibit or limit the ability of the Purchaser to own, operate or control the Business or the Purchased Assets.
- (e) No petition, voluntary or involuntary, for bankruptcy relief has been filed in the name of any of the Borrowers.
- (f) Purchaser shall have received a bill of sale, or title transfer for titled assets (if any), from the Secured Creditor issued pursuant to a UCC Article 9 foreclosure which transfers to the Purchaser all of Borrowers' right, title and interest in and to the Purchased Assets.
- (g) The court in the Receivership Proceeding shall have issued its order approving the Secured Creditor's Foreclosure Sale of the Purchased Assets and approving the sale of the Real Estate and improvements thereon to Purchaser, all free and clear of any liens, claims, or encumbrances other than the Permitted Encumbrances.
- (h) Purchaser shall have obtained financing for all of the transactions described herein, on terms reasonably satisfactory to the Purchaser; provided Purchaser uses its diligent, good faith, commercially reasonable efforts to obtain such financing on or before the Closing Date and without the need to extend the Closing Date beyond the date it would otherwise occur.
- (i) There shall not have occurred any material adverse change in the business of the Borrowers, the Purchased Assets or the Real Estate.

8.2 **Secured Lender's Conditions.** The obligations of the Secured Creditor to consummate the sale of the Purchased Assets and the other transactions contemplated by this Agreement shall be subject to the fulfillment to the Secured Creditor's reasonable satisfaction or the waiver by the Secured Creditor of each of the following conditions:

- (a) The representations and warranties of the Purchaser in Section 3 hereof shall be true and correct in all material respects on the Closing Date as if made on such date.

- (b) The Purchaser shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date.
- (c) No governmental authority shall have enacted, issued, promulgated or enforced any law that prohibits the consummation of the transactions contemplated by this Agreement.
- (d) No petition, voluntary or involuntary, for bankruptcy relief has been filed in the name of any of the Borrowers.
- (e) No action shall be pending that challenges the transactions contemplated by this Agreement or otherwise seeking damages in connection therewith.

8.3 **Receiver's Conditions.** The obligations of the Receiver to consummate the sale of the Real Estate and the other transactions contemplated by this Agreement shall be subject to the fulfillment to the Receiver's reasonable satisfaction or the waiver by the Receiver of each of the following conditions:

- (a) The representations and warranties of the Purchaser in Section 3 hereof shall be true and correct in all material respects on the Closing Date as if made on such date.
- (b) The Purchaser shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date.
- (c) No governmental authority shall have enacted, issued, promulgated or enforced any law that prohibits the consummation of the transactions contemplated by this Agreement.
- (d) No petition, voluntary or involuntary, for bankruptcy relief has been filed in the name of any of the Borrowers.
- (e) No action shall be pending that challenges the transactions contemplated by this Agreement or otherwise seeking damages in connection therewith.

8.4 **Termination.** This Agreement may be terminated prior to the date of the Closing:

- (a) by the Purchaser upon written notice to the Secured Creditor if the Purchaser is in compliance in all material respects with this Agreement and either (i) the Secured Creditor has failed to perform any material obligation required to be performed by it prior to or at the Closing, which failure continues for five (5) business days after written notice from the Purchaser to the Secured Creditor of such failure, or (ii) the Secured Creditor determines that a bidder other than the Purchaser is the successful bidder in the Foreclosure Sale; provided, however, if Purchaser is not the prevailing bidder at the Foreclosure Sale, then Purchaser's bid as set forth in this Agreement shall remain open as a back-up bidder for no more than fourteen (14) calendar days after the Foreclosure Sale;

- (b) by the Secured Creditor or the Receiver upon written notice to the Purchaser if the Secured Creditor or the Receiver is in compliance in all material respects with this Agreement and either (i) the Purchaser has failed to perform any material obligation required to be performed by the Purchaser prior to or at the Closing, which failure continues for five (5) business days after written notice from the Secured Creditor or Receiver to the Purchaser of such failure, or (ii) the Secured Creditor or Receiver determines that a bidder other than the Purchaser is the successful bidder in the Foreclosure Sale; provided, however, if Purchaser is not the prevailing bidder at the Foreclosure Sale, then Purchaser's bid as set forth in this Agreement shall remain open as a back-up bidder for no less than fourteen (14) business days after the Foreclosure Sale;
- (c) by mutual written agreement of the Purchaser, Receiver and the Secured Creditor; or
- (d) by the Purchaser, Receiver or the Secured Creditor upon written notice to the others if any of the conditions to such party's obligation to close, has not occurred on or before May 15, 2015, for reasons other than the action or omission of the party giving notice of termination.

**8.5 Effect of Termination.** Upon a valid termination of this Agreement by any party pursuant to Section 8.4 above, this Agreement shall terminate and the parties shall cease to be obligated to proceed toward a Closing of the transactions contemplated by this Agreement, but without prejudice to any cause of action that may have accrued prior to or in connection with such termination. Following such termination, the Secured Creditor shall cause the Earnest Money Deposit to be returned to the Purchaser within three (3) business days of the termination date.

**8.6 No Right to Seek Damages.** In the event that this Agreement is terminated as provided in Section 8.4, the sole remedies for the parties shall consist of: (i) as to the Secured Creditor, and the Receiver and as appropriate as set forth elsewhere herein, the taking and application of the Earnest Money Deposit, and (ii) as to the Purchaser, and as appropriate as set forth elsewhere herein, the return of the Earnest Money Deposit; otherwise none of the Secured Creditor, Receiver or Purchaser shall have any right whatsoever to assert a claim against any of the other, and all rights and obligations of the parties hereunder shall terminate without any liability of any party.

## **IX. ACTIONS TAKEN AT CLOSING**

**9.1 Documents to be Delivered by the Secured Creditor.** At and after the Closing, the Secured Creditor shall execute and deliver to the Purchaser any instruments of sale, assignment, and transfer reasonably requested by Purchaser.

**9.2 Documents to be Delivered by the Purchaser.** At the Closing, the Purchaser (or its assigns) shall:

- (a) Execute and deliver to the Secured Creditor any and all documents identified in Section 9.1 as specified, to which the Purchaser properly is a party;

- (b) Execute and deliver to the Receiver any and all documents identified in Section 9.3 as specified, to which the Purchaser properly is a party, or reasonably requested by the Receiver or the Title Company;
- (c) To the extent any consents or approvals shall be necessary to any of the transactions herein contemplated, or to the purchase by the Purchaser of any of the Purchased Assets, deliver to the Secured Creditor upon request copies of all such consents or approvals as obtained by the Purchaser;
- (d) To the extent any consents or approvals shall be necessary to any of the transactions herein contemplated, or to the purchase by the Purchaser of any of the Real Estate, deliver to the Receiver upon request copies of all such consents or approvals as obtained by the Purchaser;
- (e) Deliver to the Secured Creditor the Purchase Price in immediately available funds, net of the Earnest Money Deposit and any adjustments set forth in the Closing Statement; and
- (f) Deliver to the Receiver the Real Estate Purchase Price in immediately available funds.

9.3 **Documents to be Delivered by the Receiver.** At the Closing, the Receiver shall execute and deliver to Purchaser a receiver's deed to the Real Estate, and Assignment of the Grove Lease, and any other documents reasonably requested by Purchaser or the Title Company.

## **X. MISCELLANEOUS**

10.1 **Notices.** Any notices or other communications required or permitted hereunder to any party hereto shall be sufficiently given when delivered in person, or three (3) business days after deposit in the U.S. mail by certified or registered mail, postage prepaid, or one (1) business day after dispatch of such notice with an overnight delivery service, or when sent by e-mail, upon confirmation of receipt of such e-mail, in each case addressed as follows:

In the case of the Purchaser:  
Tarsco Bolted Tank Inc.  
1200 Valley West Drive, Suite 30  
West Des Moines, IA 50266  
Attention: Terry Warren

with a copy to:

Waterous Holden Amey Hitchon LLP  
PO Box 1510  
20 Wellington Street  
Brantford, ON N3T 5V6  
Attention: Pat Corless

with a copy to:

Lathrop & Gage LLP  
910 E. St. Louis, Ste 100  
Springfield, MO 65806  
Attention: Randell Wallace

In the case of the Secured Creditor:

The Private Bank and Trust Company  
120 South LaSalle Street  
Chicago, IL 60603  
Attn: Hugh Wilder, Managing Director  
E-Mail: hwilder@theprivatebank.com

with a copy to:

Katten Muchin Rosenman LLP  
525 W. Monroe Street  
Chicago, IL 60661-3693  
Attn: John Sieger, Esq.  
E-Mail: john.sieger@kattenlaw.com

In the case of the Receiver:

Tank Operations LLC  
c/o Arch + Beam  
2500 Camino Diablo – Suite 110  
Walnut Creek, CA 94597  
Attn: Matthew English

with a copy to:

Pedersen & Houpt  
161 N. Clark St., Suite 2700  
Chicago, IL 60601  
Attn: Bryan E. Minier  
Email: bminier@pedersonhoupt.com

or such substituted address or attention as any party shall have given notice to the others in writing in the manner set forth in this Section 10.1.

10.2 **Amendment**. This Agreement may be amended or modified in whole or in part only by an agreement in writing executed by all parties hereto and making specific reference to this Agreement.

10.3 **Binding on Successors and Assigns.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns in accordance with the terms hereof. No party hereto may assign its interest under this Agreement prior to the Closing except that Purchaser may assign this Agreement to any wholly-owned subsidiary of the Purchaser. Any party may assign its rights under this Agreement after the Closing, but such assignment shall not relieve the assigning party of its obligations hereunder.

10.4 **Severability.** If any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement and any other application thereof shall not in any way be affected or impaired thereby; provided, however, that to the extent permitted by applicable law, any invalid, illegal, or unenforceable provision may be considered for the purpose of determining the intent of the parties in connection with the other provisions of this Agreement.

10.5 **Headings.** The headings in the sections and subsections of this Agreement and in the Schedules are inserted for convenience only and in no way alter, amend, modify, limit or restrict the contractual obligations of the parties.

10.6 **Expenses.** Each of the Borrowers and the Purchaser shall bear its own expenses incurred in connection with this Agreement and the transactions herein contemplated including, but not limited to, legal and accounting fees and expenses.

10.7 **Entire Agreement.** All prior negotiations and agreements between the parties hereto with respect to the sale of the Purchased Assets, Real Estate and improvements thereon, and assumption of the Assumed Liabilities are superseded by this Agreement, which includes all Exhibits and Schedules which are hereby incorporated by reference as if fully set forth herein. There are no representations, warranties, understandings or agreements between the parties with respect to the sale of the Purchased Assets, Real Estate, improvements thereon, or assumption of the Assumed Liabilities other than those expressly set forth herein or in a Schedule delivered pursuant hereto, except as modified in writing concurrently herewith or subsequent hereto.

10.8 **Law Governing; Jurisdiction and Venue.** This Agreement shall be governed by and construed and interpreted according to the internal laws of the State of Illinois, determined without reference to conflicts of law principles. Each of the parties hereby submits to the exclusive jurisdiction of the District Court for the Northern District of Illinois for determination of any dispute arising between or among them, or if such court lacks jurisdiction, then to any Illinois state court located in Cook County, Illinois. EACH PARTY HEREBY IRREVOCABLY AGREES TO WAIVE TRIAL BY JURY OF ANY DISPUTE ARISING PURSUANT TO THIS AGREEMENT, WHETHER BEFORE OR AFTER A CLOSING HAS OCCURRED.

10.9 **Time of Essence.** Time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement.

10.10 **Waiver.** No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or

power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of either party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party.

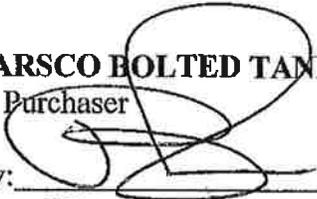
10.11 **Counterparts and Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one instrument; and it shall not be necessary that both parties' signatures appear on any single counterpart as long as each signs at least one counterpart. Signatures transmitted by facsimile machine shall be treated as original signatures for all purposes.

10.12 **Miscellaneous.** As used in this Agreement, the word "including", means "including, without limitation,".

*[The remainder of this page has been left blank intentionally]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Asset Purchase Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**TARSCO BOLTED TANK INC.**  
as Purchaser

By:   
Terry Warren  
President

**THE PRIVATEBANK AND TRUST  
COMPANY**  
as Secured Creditor

By: \_\_\_\_\_  
Hugh E. Wilder  
Managing Director

**TANK OPERATIONS, LLC**, not in its corporate capacity, but solely as court appointed receiver in that certain action entitled The PrivateBank and Trust Company, as Administrative Agent v. Global Storage Solutions, LLC (F/K/A Bell Ventures, LLC), et al., currently pending in the United States District Court for the Northern District of Illinois under case number 15-cv-01600

By: Arch & Beam Global, LLC, its sole member

By: \_\_\_\_\_  
Matthew English  
Manager

**IN WITNESS WHEREOF**, the parties hereto have caused this Asset Purchase Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**TARSCO BOLTED TANK INC.**  
as Purchaser

By: \_\_\_\_\_  
Terry Warren  
President

**THE PRIVATEBANK AND TRUST  
COMPANY**  
as Secured Creditor

By: \_\_\_\_\_  
Hugh E. Wilder  
Managing Director

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By: \_\_\_\_\_  
Matthew English  
Manager

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as Purchaser

By: \_\_\_\_\_  
Terry Warren  
President

**THE PRIVATEBANK AND TRUST  
COMPANY**  
as Secured Creditor

By: \_\_\_\_\_  
Hugh E. Wilder  
Managing Director

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By: Arch & Beam Global, LLC, its sole member

By:  \_\_\_\_\_  
Matthew English  
Manager

**Schedule 1.1(e)**

**CONTRACTS**

**[See Attached]**

Project List - Assumed Projects

Project	Description
1206072-00	S&C Resale Company Mopac Rendering Plant Souderton PA
1208029-00	Schiavone Construction NY City Dept Env Prot. Marlboro NY
1209015-00	Simplex Grinnell Dover AFB New Castle DE
1302079-00	Unit Company Koligaek k-12 Scholl
1306324-00	HDR Constructors Inc La Salle Co
1308023-00	Kellogg Company - The Eggo Co. - Rossville, TN
1308088-01	Rodgers Builders Merck DUCGP Durham NC
1308091-00	Nijhuis Water Technology Peoria Packing Grant Park IL
1309030-00	Clean Coal Solutions Coletto Creek Power Plant Fannin TX
1309490-00	Matrix Service Inc GT 490 Orascom Iowa Ferrilizer Wever IA
1311013-00	Power Mill Contractors Simmons Pet Food Decatur AR
1311092-00	Clay Development Ferguson Enterprises Inc Houston TX
1311116-00	Collins Construction Joe Redington Jr/Sr High Wasilla AK
1311491-00	Gilbert Industries GT 491 HF-Chlor Alkali Eddyville IA
1312094-00	Covanta Hennepin Energy Resource Co., LP
1312134-00	Armstrong Mechanical - WINK ISD
1401003-00	Water Resources Cintas Corporation North Jackson OH
1401098-00	City of Kimberly Public Works
1401130-00	Shapiro & Duncan Stone Springs Hospital Center Dulles VA
1402029-00	Shearer's Foods Inc. - Brewster, OH
1402044-00	Tenaris - Bay City TX
1402071-00	John W Stone Oil Dist. Port Fourchon LA
1402154-00	Abeinsa Abener Teyma - Carty Gen Station - Morrow County, OR
1403028-00	Humphrey Co., Ltd - Methodist Hosp.
1403071-00	FMW Foerderanlagen GA Pacific Paper Mill Brunswiel GA
1403092-00	Western Tank & Lining Ft. Saskatchewan, Alberta Canada
1403143-00	Phoenix Processing Equipment Unimin Corp Guion, AR
1403157-00	Treasure Valley Fire - Skywest Maintenance Hanger
1403168-00	Western States Fire Protection Conejos Hospital La Jara, CO
1403195-00	Valley Fire Protection - Lego - Wilmington, IL
1404069-00	Sand Products Wisconsin LLC - Blair, WI
1404107-00	McCrory Construction Walmart SuperCenter 7009 Richlands NC
1404132-00	Western Tank & Lining Kugluktuk Nunivut
1404164-00	Maalt LP-GHMR Dilley TX
1404180-00	Clean Coal Solutions Leland Olds Power Station Stanton ND
1404235-00	Phoenix Processing - Martin Maietta-Medina - Hondo, TX
1405088-00	Carmeuse Lime & Stone - Portage, IN
1405124-00	CB&I Insulation Betterment Group
1405141-00	CB&I Insulation Betterment Group
1405214-00	Western States Fire Prot. - Westland Bunker Expansion
1406034-00	Green Hunter Water Racine OH
1406057-00	Iliamna Lake Contractors - Port of Seattle, WA
1406078-00	Gleeson Constructors & Eng. Dorada/Tyson Foods Ponca City OK
1406103-00	Security Fire Protection Co. Inc. - Trinity Ind. Inc.
1406119-00	JBM Mechanical, Inc. - New PEMA Building - Harrisburg, PA
1406131-00	The Summit at Lake Travis, LLC
1406143-00	Grain Processing Corporation
1406162-00	TV John & Son Glacier Ridge Landfill Horicon WI
1407032-00	Shambaugh & Son - Gray Construction - Bordentown, NY
1407036-00	BSB Plumbing & Millwright - Athens, GA
1407055-00	Resolute Wyoming, Inc. - Plant 3 Gillette WY
1407109-00	JDV Equipment Corp. - LaSalle, CO
1407139-00	Lyness Construction LP - Halliburton - Monahans - Job #5298
1407139-01	Lyness Construction LP - Halliburton - Harwood Job #5297
1408017-00	Four Thirteen Inc. Hughes County RWD #1 Wetumka, OK
1408035-00	Tecumseh Poultry - Smart Chicken
1408040-00	Mill Technologies Inc. - Agritech LLC - Watertown, NY
1408104-00	Taylor Frac - Taylor, WI

1409007-00 Plant Materials - Encinal. TX  
1409028-00 1st Fire Protection - Weslaco, TX  
1409036-00 Agri Systems (ASI Industrial) - Fairview, ND  
1409051-00 Five Hats - Ozark National Forest - Hector, AR  
1409052-00 National Beef Leathers, LLC  
1409081-00 SimplexGrinnell - Round Top, TX  
1409184-00 Capital City Mechanical - Coca-Cola - Columbus, OH  
1409220-00 Eureka Resources Standing Stone Facility Wysox PA  
1410003-00 Source Energy - Weyerhaeuser, WI  
1410006-00 Environmental Construction Livingston LA  
1410033-00 South Hampton Resources - Silsbee, TX  
1410110-00 Parker Fire Protection Inc. - Columbia River PUD  
1410118-00 Tyson Poultry, Inc. - Broken Bow, OK  
1410161-00 Clay Development - Pasadena, TX  
1410164-00 Green Valley Chemical - Creston, IA  
1410191-00 Security Fire Prot. Co. - Bedford, PA  
1410204-00 Peck Construction - Farmersville, LA  
1411007-00 Aqua Virginia - Ruther Glen, VA  
1411008-00 TSI - Enviva Pellets Sampson, LLC - Faison, NC  
1411033-00 Brigade Fire - Portage, MI  
1411040-00 Mutual Sprinklers - Bracken, TX  
1411045-00 Tyson Foods - Vienna Proc.  
1411070-00 Better Built Enterprises, Inc. - WM #2066  
1412040-00 Masterank America Inc.  
1412046-00 Allied Fire Protection - Baytown, TX  
1412101-00 CB&I Insulation Betterment Group  
1412103-00 Turnkey Processing - Wisconsin Proppants  
1412106-00 Nijhuis - Sugar Creek - CCI - Cambridge City, IN  
1501006-00 Elite Mechanical - Seattle, WA  
1501016-00 Stuart Bingham  
1501091-00 Global Mechanical - RE  
1501109-00 Riverview LLP - Clovis, NM  
1501144-00 PW Feenstra Lone Star Calf Ranch Hereford TX  
1502050-00 FCE Technical Services - Africa - Customer Pick-Up  
1503055-00 Lighthouse Const. - Dogfish Head Craft Brewery  
1503082-00 Global Mechanical - customer pick-up  
1503120-00 Western Tank & Lining - CUSTOMER PICK-UP

**Schedule 1.1(f)**

**ACCOUNTS RECEIVABLE**

**[See Attached]**

<b>Customer Name</b>	<b>A/R Balance</b>
<b>Abeinsa Abener Teyma General Partnership Total</b>	400,539.35
<b>ADI Systems Total</b>	100,438.89
<b>Agri Systems (ASI Industrial) Total</b>	495,000.00
<b>Allied Fire Protection - TX Total</b>	62,368.56
<b>Aqua Virginia Total</b>	37,916.90
<b>Beck Group Total</b>	1,857.10
<b>BSB Plumbing &amp; Millwright Services, Inc. Total</b>	67,321.80
<b>Burns &amp; McDonnell Engineering Co. Total</b>	88,355.26
<b>Cargill Incorporated Total</b>	46,035.00
<b>Carmeuse Lime &amp; Stone Total</b>	178,568.34
<b>Carolina Fire Control Inc. Total</b>	11,907.09
<b>CB&amp;I - TX (Woodlands) Total</b>	5,527.87
<b>Cemex (7029) Total</b>	(12,400.80)
<b>Century Aluminum Total</b>	165,766.40
<b>Certain Teed Total</b>	120,608.80
<b>Chemstress Construction Total</b>	188,680.85
<b>Clay Development &amp; Construction, Inc Total</b>	10,873.21
<b>Covanta Hennepin Energy Resource Co., LP Total</b>	45,236.10
<b>DI-CORP Total</b>	287,345.00
<b>Elite Mechanical Total</b>	14,378.00
<b>Elkhead Gas &amp; Oil Corporation Total</b>	148,639.66
<b>EMG International Total</b>	73,560.89
<b>Environmental Process Systems Total</b>	24,045.00
<b>Environmental Treatment Systems Inc. Total</b>	250.00
<b>Five Hats Total</b>	10,792.98
<b>FMW Foerderanlagen, Gmbh Total</b>	176,947.40
<b>Freeman Building Systems Total</b>	170,254.70
<b>German Pellets Total</b>	15,170.40
<b>Gleeson Constructors &amp; Engineers Total</b>	27,787.02
<b>Global Mechanical Total</b>	17,993.70
<b>Global Water &amp; Energy, LLC Total</b>	4,788.00
<b>Gyptech Total</b>	1,435.20
<b>Harrison Walker &amp; Harper Total</b>	14,000.00
<b>HDR Constructors Inc Total</b>	1,197,843.06
<b>Hercules SLR / Stellar Ind. Sales Ltd. Total</b>	15,893.00
<b>Humphrey Company, Ltd. Total</b>	40,410.60
<b>Iliamna Lake Contractors LLC Total</b>	20,258.00
<b>JC Constructors Total</b>	22,760.30
<b>JF Wilkerson Contracting Co., Inc. Total</b>	50,454.02
<b>JX Nippon Chemical Texas Inv (NCTI) Total</b>	24,132.50
<b>Kanzaki Specialty Papers Total</b>	20,839.70
<b>Kellogg Company Total</b>	70,947.80
<b>Key Fire Protection Total</b>	27,089.60
<b>Kiewit Infrastructure West Co. Total</b>	43,042.13
<b>Maalt LP-GHMR Total</b>	219,180.30

<b>Malanon Management LTD Total</b>	(1,000.00)
<b>Martco LLC Total</b>	15,370.00
<b>Matrix Service Inc (WA) Total</b>	41,508.73
<b>McCrary Construction Total</b>	31,995.81
<b>Mercer Construction Total</b>	12,521.60
<b>Mill Technology Inc. Total</b>	146,268.60
<b>Mountain Cascade Inc Total</b>	7,867.37
<b>National Beef Leathers, Inc. Total</b>	23,297.25
<b>National Storage Tank Total</b>	18,811.65
<b>Olympic Fire Protection Total</b>	17,052.00
<b>Parker Fire Protection Inc. Total</b>	20,534.50
<b>Peck Construction Total</b>	39,544.50
<b>Penta Industrial Corporation Total</b>	23,365.00
<b>Petro Chad (Mangara) Limited Total</b>	8,922.61
<b>Phoenix Process Equipment Total</b>	76,092.10
<b>Pike Company Total</b>	5,754.80
<b>Pilot West Corporation Total</b>	66,603.70
<b>Plant Materials Total</b>	15,089.00
<b>Power Mill Contractors Total</b>	26,125.00
<b>Quapaw Tribe Total</b>	3,478.90
<b>S &amp; C Resale Company Total</b>	19,537.50
<b>Sand Products Wisconsin LLC Total</b>	456,572.26
<b>Satterfield &amp; Pontikes (Houston TX) Total</b>	15,586.60
<b>Satterfield &amp; Pontikes (Louisiana) Total</b>	17,270.60
<b>Schiavone Construction Co Total</b>	92,314.08
<b>Security Fire Protection Total</b>	22,731.00
<b>Shambaugh &amp; Sons, LP Total</b>	435,143.40
<b>Shapiro &amp; Duncan Total</b>	31,783.50
<b>SHW Storage &amp; Handling Solutions Total</b>	7,895.00
<b>SimplexGrinnell LLP Total</b>	42,343.30
<b>T Bailey Inc Total</b>	(25,815.20)
<b>Tenaris Bay City Total</b>	211,265.64
<b>Terrasource Global Total</b>	63,210.00
<b>Treasure Valley Fire Protection Total</b>	(30.00)
<b>TreeBio Total</b>	275,157.91
<b>Turnkey Processing Solutions Total</b>	537,166.10
<b>Tyson Foods Total</b>	12,211.50
<b>Ulliman Schutte Construction Total</b>	9,900.00
<b>Urban Company (The) Total</b>	(15,881.00)
<b>US Silica Total</b>	1,364,568.22
<b>Valley Fire Protection Total</b>	54,731.70
<b>Western States Fire Protection - Colorado Total</b>	26,146.40
<b>Western Tank and Lining Ltd Total</b>	35,719.68
<b>Yellow Rose Transport LLC Total</b>	1,300.00

**Schedule 1.1(g)**

**CUSTOMER DEPOSITS**

Nijhuis	\$82,507.00
American Fire Protection / Mutual Sprinkler	\$21,076.84
Simplex Grinnell	14,675.70
Allied Fire Protection	35,999.70
Western Tank	2,240.50
Security Fire Protection	17,048.00
Western States Fire Protection	14,327.00
Lighthouse Construction	224.00
<b>Total</b>	<b>\$188,098.74</b>

**Schedule 1.1(h)**

**ASSUMED PROPERTY LEASES**

1. The Grove Lease.

**Schedule 1.2**

**DESCRIPTION OF REAL ESTATE**

1. The land and building comprising offices and manufacturing facilities located at 5897 State Hwy 59, Goodman, Missouri (the "Goodman Property") legally described as follows:

**TRACT 1:**

All that part of the Southeast Quarter of the Northeast Quarter of Section 36, Township 23, Range 33, described as:

Beginning at a point 693.38 feet South and 347.77 feet West of the Northeast Corner of said Southeast Quarter of the Northeast Quarter; thence South 22 degrees 34 minutes West 192 feet to an iron pin; thence North 67 degrees 26 minutes West to intersection with the South line of the "Johnson Tract" as shown on the L.A. Galyen Survey of January 2, 1964; thence South 89 degrees 32 minutes West to iron pin in K.C.S. Railway right of way line; thence North 17 degrees 34 minutes East along said right of way line 398 feet; thence East 27 feet; thence North 17 degrees 34 minutes along said right of way line 72 feet to iron pin; thence South 89 degrees 58 minutes 56 seconds East 127.2 feet to an iron pin; thence South 3 degrees 58 minutes 56 seconds East 161 feet to an iron pin; thence South 71 degrees 26 minutes East 370 feet to iron pin in West right of way line of Highway #71; thence South 22 degrees 34 minutes West along said Highway right of way line 180 feet to point of beginning. EXCEPT a part of the Southeast Quarter of the Northeast Quarter of Section 36, Township 23 North, Range 33 West, described as commencing at a pipe at the intersection of the North line of said Southeast Quarter of the Northeast Quarter with the Westerly right of way line of U.S. Route # 71, said pipe being 59.70 feet West of the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence South 22 degrees 50 minutes 55 seconds West along said right of way line 570.96 feet for the true point of beginning of tract to be conveyed; thence South 22 degrees 47 minutes 40 seconds West with the right of way of Highway 71 a distance of 188.97 feet; thence North 66 degrees 43 minutes 38 seconds West 86.39 feet; thence North 19 degrees 20 minutes 30 seconds East 184.95 feet; thence South 69 degrees 20 minutes 35 seconds East 97.60 feet, to the point of beginning.

**TRACT A:**

All that part of the Southeast Quarter of the Northeast Quarter of Section 36, Township 23, Range 33, McDonald County, Missouri, described as: Commencing at a point in the West right of way line of Highway #71, located 347.77 feet West and 693.68 feet South of the Northeast Corner of said Southeast Quarter of the Northeast Quarter; thence South 22 degrees 34 minutes West a distance of 192 feet to the point of beginning; thence North 67 degrees 26 minutes West to an intersection with the South line of the "Johnson Tract", as said South line is described in Deed recorded in Book 151 at Page 445 in the Recorder's Office; thence South 89 degrees 32 minutes West along said South line to iron pin in the Kansas City Southern Railroad right of way line; thence South 17 degrees 34 minutes 30 seconds West along said Railroad right of way line 414.79 feet; thence East 527.52 feet to a point in the West right of way line of Highway # 71;

thence North 22 degrees 34 minutes East along said West Highway right of way line 241.23 feet to the point of beginning.

**TRACT B:**

All that part of the Southeast Quarter of the Northeast Quarter and the North Half of the Southeast Quarter of Section 36, Township 23, Range 33, in McDonald County, Missouri, described as: Beginning at point in the West right of way line of Highway # 71 located 514.02 feet West and 1093.74 feet South of the Northeast Corner of the said Southeast Quarter of the Northeast Quarter; thence South 22 degrees 34 minutes West along said West right of way line of said Highway 1102.92 feet; thence West 481.39 feet to the East right of way line of the Kansas City Southern Railroad; thence North 17 degrees 34 minutes 30 seconds East along said Railroad right of way line 1086.95 feet; thence East 527.52 feet to the point of beginning.

**TRACT C:**

All that part of the Southeast Quarter of Section 36, Township 23, Range 33, described as beginning at a point in the West right of way line of Highway #71, said point being 163.57 feet West and 250.43 feet South of the Northeast Corner of said Southeast Quarter of the Northeast Quarter of said Section 36; thence North 89 degrees 58 minutes 56 seconds West 457 feet to an iron pin; thence South 3 degrees 58 minutes 56 seconds East 161 feet to an iron pin; thence South 71 degrees 26 seconds East 370 feet to an iron pin situated in the West right of way line of said Highway #71; thence North 22 degrees 34 minutes 00 seconds East along said West right of way line of Highway #71, 300 feet to the point of beginning. EXCEPT a part of the Southeast Quarter of the Northeast Quarter of Section 36, Township 23 North, Range 33 West, McDonald County, Missouri described as commencing at a found pipe at the intersection of the North line of said Southeast Quarter of the Northeast Quarter with the Westerly right of way line of U.S. Route # 71, said pipe lying 59.70 feet West of the Northeast Corner of said Southeast Quarter of the Northeast Quarter; thence South 22 degrees 50 minutes 55 seconds West along said right of way line 270.96 feet to a found grader blade on the South line of the Missouri Highway Department tract, the point of beginning; thence North 89 degrees 58 minutes 56 seconds West parallel with the North line of the Southeast Quarter of the Northeast Quarter, 182.33 feet to an existing chain link fence; thence along said fence South 18 degrees 07 minutes West 235.61 feet to a fence corner; thence South 69 degrees 20 minutes 35 seconds East 148.60 feet to a found pipe on the Westerly right of way line of Route #71; thence North 22 degrees 52 minutes 17 seconds East 300 feet (measure 299.87 feet) to the point of beginning.

**TRACT 2:**

A part of the Southeast Quarter of the Northeast Quarter of Section 36, Township 23 North, Range 33 West, described as commencing at a pipe at the intersection of the North line of said Southeast Quarter of the Northeast Quarter with the Westerly right of way line of U.S. Route #71, said pipe being 59.70 feet West of the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence South 22 degrees 50 minutes 55 seconds West along said right of way line 570.96 feet for the true point of beginning of tract to be conveyed; thence South 22 degrees 47 minutes 40 seconds West with the right of way of Highway 71 a distance of 188.97 feet; thence North 66 degrees 43 minutes 38 seconds West 86.39 feet; thence North 19 degrees 20 minutes 30 seconds East 184.95 feet; thence South 69 degrees 20 minutes 35 seconds East 97.60 feet, to the point of beginning.

2. The land and buildings comprising the offices and manufacturing facilities located at 511 Industrial Park Rd, Grove, Oklahoma (the "Grove Property") legally described as follows:

Part of the North Half of the Southeast Quarter of Section 33, Township 25 North, Range 24 East of the Indian Base and Meridian in Delaware County, Oklahoma, being more particularly described as follows:

From the Southeast corner of said Section 33, run North 00 degrees 00 minutes 48 seconds East 60.00 feet; thence West 1522.50 feet; thence North 00 degrees 00 minutes 48 seconds East 2216.77 feet; thence East 50.00 feet to the point of beginning; thence North 00 degrees 00 minutes 48 seconds East 446.60 feet; thence South 89 degrees 45 minutes 00 seconds East 832.00 feet; thence South 00 degrees 00 minutes 48 seconds West 441.74 feet; thence West 832.0 feet to the point of beginning.

**Schedule 2.1(a)**

**EXECUTORY CONTRACTS**

**[See Attached]**

Project List - Assumed Projects

Project	Description
1206072-00	S&C Resale Company Mopac Rendering Plant Souderton PA
1208029-00	Schiavone Construction NY City Dept Env Prot. Marlboro NY
1209015-00	Simplex Grinnell Dover AFB New Castle DE
1302079-00	Unit Company Koligaek k-12 Scholl
1306324-00	HDR Constructors Inc La Salle Co
1308023-00	Kellogg Company - The Eggo Co. - Rossville, TN
1308088-01	Rodgers Builders Merck DUCGP Durham NC
1308091-00	Nijhuis Water Technology Peoria Packing Grant Park IL
1309030-00	Clean Coal Solutions Coletto Creek Power Plant Fannin TX
1309490-00	Matrix Service Inc GT 490 Orascom Iowa Fertilizer Wever IA
1311013-00	Power Mill Contractors Simmons Pet Food Decatur AR
1311092-00	Clay Development Ferguson Enterprises Inc Houston TX
1311116-00	Collins Construction Joe Redington Jr/Sr High Wasilla AK
1311491-00	Gilbert Industries GT 491 HF-Chlor Alkali Eddyville IA
1312094-00	Covanta Hennepin Energy Resource Co., LP
1312134-00	Armstrong Mechanical - WINK ISD
1401003-00	Water Resources Cintas Corporation North Jackson OH
1401098-00	City of Kimberly Public Works
1401130-00	Shapiro & Duncan Stone Springs Hospital Center Dulles VA
1402029-00	Shearer's Foods Inc. - Brewster, OH
1402044-00	Tenaris - Bay City TX
1402071-00	John W Stone Oil Dist. Port Fourchon LA
1402154-00	Abeinsa Abener Teyma - Carty Gen Station - Morrow County, OR
1403028-00	Humphrey Co., Ltd - Methodist Hosp.
1403071-00	FMW Foerderanlagen GA Pacific Paper Mill Brunswicl GA
1403092-00	Western Tank & Lining Ft. Saskatchewan, Alberta Canada
1403143-00	Phoenix Processing Equipment Unimin Corp Guion, AR
1403157-00	Treasure Valley Fire - Skywest Maintenance Hanger
1403168-00	Western States Fire Protection Conejos Hospital La Jara, CO
1403195-00	Valley Fire Protection - Lego - Wilmington, IL
1404069-00	Sand Products Wisconsin LLC - Blair, WI
1404107-00	McCrary Construction Walmart SuperCenter 7009 Richlands NC
1404132-00	Western Tank & Lining Kugluktuk Nunivit
1404164-00	Maalt LP-GHMR Dilley TX
1404180-00	Clean Coal Solutions Leland Olds Power Station Stanton ND
1404235-00	Phoenix Processing - Martin Maietta-Medina - Hondo, TX
1405088-00	Carmeuse Lime & Stone - Portage, IN
1405124-00	CB&I Insulation Betterment Group
1405141-00	CB&I Insulation Betterment Group
1405214-00	Western States Fire Prot. - Westland Bunker Expansion
1406034-00	Green Hunter Water Racine OH
1406057-00	Iliamna Lake Contractors - Port of Seattle, WA
1406078-00	Gleeson Constructors & Eng. Dorada/Tyson Foods Ponca City OK
1406103-00	Security Fire Protection Co. Inc. - Trinity Ind. Inc.
1406119-00	JBM Mechanical, Inc. - New PEMA Building - Harrisburg, PA
1406131-00	The Summit at Lake Travis, LLC
1406143-00	Grain Processing Corporation
1406162-00	TV John & Son Glacier Ridge Landfill Horicon WI
1407032-00	Shambaugh & Son - Gray Construction - Bordentown, NY
1407036-00	BSB Plumbing & Millwright - Athens, GA
1407055-00	Resolute Wyoming, Inc. - Plant 3 Gillette WY
1407109-00	JDV Equipment Corp. - LaSalle, CO
1407139-00	Lyness Construction LP - Halliburton - Monahans - Job #5298
1407139-01	Lyness Construction LP - Halliburton - Harwood Job #5297
1408017-00	Four Thirteen Inc. Hughes County RWD #1 Wetumka, OK
1408035-00	Tecumseh Poultry - Smart Chicken
1408040-00	Mill Technologies Inc. - Agritech LLC - Watertown, NY
1408104-00	Taylor Frac - Taylor, WI

1409007-00 Plant Materials - Encinal, TX  
1409028-00 1st Fire Protection - Weslaco, TX  
1409036-00 Agri Systems (ASI Industrial) - Fairview, ND  
1409051-00 Five Hats - Ozark National Forest - Hector, AR  
1409052-00 National Beef Leathers, LLC  
1409081-00 SimplexGrinnell - Round Top, TX  
1409184-00 Capital City Mechanical - Coca-Cola - Columbus, OH  
1409220-00 Eureka Resources Standing Stone Facility Wysox PA  
1410003-00 Source Energy - Weyerhaeuser, WI  
1410006-00 Environmental Construction Livingston LA  
1410033-00 South Hampton Resources - Silsbee, TX  
1410110-00 Parker Fire Protection Inc. - Columbia River PUD  
1410118-00 Tyson Poultry, Inc. - Broken Bow, OK  
1410161-00 Clay Development - Pasadena, TX  
1410164-00 Green Valley Chemical - Creston, IA  
1410191-00 Security Fire Prot. Co. - Bedford, PA  
1410204-00 Peck Construction - Farmersville, LA  
1411007-00 Aqua Virginia - Ruther Glen, VA  
1411008-00 TSI - Enviva Pellets Sampson, LLC - Faison, NC  
1411033-00 Brigade Fire - Portage, MI  
1411040-00 Mutual Sprinklers - Bracken, TX  
1411045-00 Tyson Foods - Vienna Proc.  
1411070-00 Better Built Enterprises, Inc. - WM #2066  
1412040-00 Masterank America Inc.  
1412046-00 Allied Fire Protection - Baytown, TX  
1412101-00 CB&I Insulation Betterment Group  
1412103-00 Turnkey Processing - Wisconsin Proppants  
1412106-00 Nijhuis - Sugar Creek - CCI - Cambridge City, IN  
1501006-00 Elite Mechanical - Seattle, WA  
1501016-00 Stuart Bingham  
1501091-00 Global Mechanical - RE  
1501109-00 Riverview LLP - Clovis, NM  
1501144-00 PW Feenstra Lone Star Calf Ranch Hereford TX  
1502050-00 FCE Technical Services - Africa - Customer Pick-Up  
1503055-00 Lighthouse Const. - Dogfish Head Craft Brewery  
1503082-00 Global Mechanical - customer pick-up  
1503120-00 Western Tank & Lining - CUSTOMER PICK-UP

**Schedule 3.5**

**SECURED CREDITOR – DOCUMENTATION CONCERNING EXECUTORY  
CONTRACTS**

**[See Attached]**



Abeinsa EPC LLC  
2929 N. Central Avenue  
Suite 1100,  
Phoenix, AZ 85012 (USA)  
Ph: +(1) 602.265.6870  
Fax: +(1) 602.274.0027  
www.abeinsa.com

# ABENGOA



April 15, 2015

Jack Hunter  
USA Tanks Sales and Erection Co Inc.  
5897 State Highway 59  
Goodman, MO 84843

Re: Breach of obligations contained in Section 3.15

Mr. Hunter

### Notice of Default

In accordance with the provisions of the Construction Contract and its annexes, (the "Contract") signed between Abeinsa Abener Teyma General Partnership (hereinafter "Abeinsa Abener Teyma" or "AAT") and USA Tank Sales and Erection Co., Inc. (hereinafter "USA Tank" or "Supplier"), AAT hereby notifies USA Tank of the following:

On March 9, 2015 USA Tank's supplier Kloeckner Metals Corporation filed a lien with the Morrow County Recorder's Office in the amount of \$94,736.46 for goods sold to USA Tank for use at the Carty Project. The filing of this lien by USA Tank's supplier constitutes a breach of USA Tank's obligations as established in Section 3.15 of the Contract.

USA Tank is hereby commanded to remove or discharge said lien by bonding, payment, or otherwise within 5 days of receipt of this notice. Failure to discharge this bond will result in AAT taking any combination of the following actions, (i) remove or discharge such by bonding, payment, or otherwise, in its sole discretion, for the account of Contractor, (ii) apply liquidated damages in accordance with Section 10.2.(b) of the Contract, and (iii) terminate the Contract in accordance with Section 27.2., (iv) withhold funds sufficient to completely indemnify and protect AAT, its partners, Owner, their respective employees, and or their sureties against such lien.

Please provide proof of discharge, or bonding of the lien no later than 5pm Pacific Daylight time on April 20, 2015.

Sincerely,

James Nobel Miner  
Project Legal Counsel  
Carty Generating Station





March 3, 2015

**VIA OVERNIGHT AND ELECTRONIC MAIL**

Tank Operations LLC  
Court Appointed Receiver  
c/o Howard Bailey  
2500 Camino Diablo  
Suite 110  
Walnut Creek, California 94597  
[hbailey@arch-beam.com](mailto:hbailey@arch-beam.com)

USA Tank Sales  
5897 Highway 59  
Goodman, MO 64843  
Attn: Steve Currence  
[stevec@usatanksales.com](mailto:stevec@usatanksales.com)

RE: Receivership of USA Tank Sales & Erection Company, Inc. ("USA Tank")

Dear Mr. Bailey and Mr. Currence:

I am legal counsel for U.S. Silica Company ("USS"). USS and USA Tank are parties to that certain Master Services Agreement dated February 26, 2014 ("Agreement"), whereby USA Tank is obligated construct 10 storage silos at the USS transload facility in Odessa, Texas ("Project"). The Project has not yet been completed despite your obligations under the applicable Purchase Orders to have completed the same months ago.

On February 25, 2015, our Chief Administrative Officer, Adam Yoxtheimer, spoke with Matthew English of USA Tank, who informed him that USA Tank was insolvent and had been placed into receivership. A subsequent review of the court filings indicates that USA Tank (and various affiliates) entered receivership at the direction of its primary lender following a default under its credit facility.

USA Tank is in breach of the Agreement and, accordingly, USS has the right to terminate the Agreement for cause under Section 12 of the Agreement.

In light of the foregoing, USS is concerned about USA Tank's financial viability and its ability to complete the Project. USS hereby makes its formal demand for adequate assurances of future performance under Art. 12 of the Agreement (and, to the extent applicable, under Section 2-609 of the Uniform Commercial Code and corollary state and common law equivalents); such adequate assurance shall be in the form of written confirmations that the Payment Bond and Performance Bond remain in effect. Such written confirmation must be delivered to USS no later than ten (10) days after the date of this letter. Until such assurance is received, USS's obligations to perform under the Agreement are suspended.

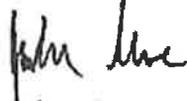
USS is also concerned about whether USA Tank has paid and has the financial capability to pay its subcontractors and the possibility that these subcontractors may seek recourse from USS. Please provide a list of all subcontracts that USA Tank has used, or will use, on the Project. Please also provide a full accounting of all subcontractor payments, invoices, specifically including copies of all lien waivers USA Tank has received from its subcontractors.

Finally, as relates to USA Tank's past performance, USS has informed USA Tank on multiple occasions that the delays in constructing the storage silos have delayed completion of the Project and caused USS to incur additional costs and expenses. In particular, USS has incurred \$507,872.54 in additional charges (the "Current Offset Amount") from its General Contractor, Junction Industries, LLC d/b/a Trident Structures, for manpower, equipment and cranes. Without limiting USS's other rights and remedies, USS is entitled to offset these charges against any amount owing by USS to USA Tank under the Agreement, including without limitation the currently invoiced amount of \$707,971 and the final invoice amount estimated to be \$578,056 (Agreement, Art. 7(h), (i) and (j) and Art. 9). Assuming that no other offsets arise (such as, by way of example and not of limitation, any damages that may arise due to terminating the Agreement and appointing a replacement contractor), USS proposes that 50% of the Current Offset Amount be offset against the current invoiced amount of \$707,971, with the remaining 50% of the Current Offset Amount to be offset against the final estimated invoice amount of \$578,056.

This letter does not waive any breach or default by USA Tank under the Agreement. USS reserves the right to exercise any and all of its rights and remedies, including without limitation the right to terminate the Agreement if the adequate assurance demanded hereunder is not timely provided, to notify your sureties under the applicable bonds and to seek a replacement contractor to complete the work, recovering both the additional expenditure and delay damages from USA Tank. USS specifically reserves the right to exercise its rights and remedies at any time if necessary to protect its interests.

We await your reply to the above.

Very truly yours,



Jonathan S. Isaac  
Assistant General Counsel  
(301) 682-0347  
[isaac@ussilica.com](mailto:isaac@ussilica.com)

cc:

**Pedersen & Houpt**  
**Counsel for Receiver**  
**Attn. Bryan Minier**  
**161 North Clark Street**  
**Suite 2700**  
**Chicago, Illinois 60601**  
**[bminier@pedersenhaupt.com](mailto:bminier@pedersenhaupt.com)**

**Matthew English**  
**[matthewe@usatanksales.com](mailto:matthewe@usatanksales.com)**

**Eric Singer**  
**Ice Miller LLP**  
**2300 Cabot Drive**  
**Suite 455**  
**Lisle, Illinois 60532**  
**[Eric.Singer@icemiller.com](mailto:Eric.Singer@icemiller.com)**

**Schedule 3.6**

**SECURED CREDITOR – LITIGATION**

1. *Chemstress Construction Company v. USA Tank Sales and Erection Company, Inc.*, Case No. 5:15-cv-00468, pending in the United States District Court for the Northern District of Ohio.

2. *Stewart v. USA Tank Sales and Erection Company, Inc.*, Case no. 3:12-cv-05136-DGK, pending in the United States District Court for the Western District of Missouri.

3. *Tank Connection, LLC v. John R. Haight*, Case No. 13 CV 1392, pending in the United States District Court for the District of Kansas.

4. *Tank Holdings, Inc. v. David Arnold*, Case No. 14SL-CC02029, pending in St. Louis County Circuit Court in St. Louis, Missouri.

5. *Jim Davis v. Tank Holdings, Inc.*, Case No. 13SN-CC00177, pending in Stone County, Missouri Circuit Court.

6. *Cooperative Controls Corp., LLC v. USA Tank Sales and Erection Company, Inc.*, Case No. 12CI00961, pending in the Circuit Court of Jefferson County, Kentucky.

7. *Colorado Electric Supply Ltd. v. Leo P. Guerrero*, Case No. 12-02-00006, pending in the District Court of LaSalle County, Texas.

8. *M-I Overseas Limited v. Lee-Var, Inc. d/b/a Palmer of Texas Tanks, Inc.*, Case No. 2014-01813, pending in the District Court of Harris County, Texas.

9. *Tubular USA, Inc. v. USA Tank Sales & Erection Company, Inc.*, Case No. 1511-CC00149, pending in the Circuit Court of St. Charles County, Missouri.

10. *Steelman Transportation, Inc. v. USA Tank Sales & Erection Company, Inc.*, Case No. 15MCCV00214, pending in the Circuit Court of McDonald County, Missouri.

**Schedule 4.4**

**RECEIVER – DOCUMENTATION CONCERNING EXECUTORY CONTRACTS**

**[See Attached]**



Abeinsa EPC LLC  
2929 N. Central Avenue  
Suite 1100,  
Phoenix, AZ 85012 (USA)  
Ph: +(1) 602.265.6870  
Fax: +(1) 602.274.0027  
www.abainsa.com



April 15, 2015

Jack Hunter  
USA Tanks Sales and Erection Co Inc.  
5897 State Highway 59  
Goodman, MO 84843

Re: Breach of obligations contained in Section 3.15

Mr. Hunter

### Notice of Default

In accordance with the provisions of the Construction Contract and its annexes, (the "Contract") signed between Abeinsa Abener Teyma General Partnership (hereinafter "Abeinsa Abener Teyma" or "AAT") and USA Tank Sales and Erection Co., Inc. (hereinafter "USA Tank" or "Supplier"), AAT hereby notifies USA Tank of the following:

On March 9, 2015 USA Tank's supplier Kloeckner Metals Corporation filed a lien with the Morrow County Recorder's Office in the amount of \$94,736.46 for goods sold to USA Tank for use at the Carty Project. The filing of this lien by USA Tank's supplier constitutes a breach of USA Tank's obligations as established in Section 3.15 of the Contract.

USA Tank is hereby commanded to remove or discharge said lien by bonding, payment, or otherwise within 5 days of receipt of this notice. Failure to discharge this bond will result in AAT taking any combination of the following actions, (i) remove or discharge such by bonding, payment, or otherwise, in its sole discretion, for the account of Contractor, (ii) apply liquidated damages in accordance with Section 10.2.(b) of the Contract, and (iii) terminate the Contract in accordance with Section 27.2., (iv) withhold funds sufficient to completely indemnify and protect AAT, its partners, Owner, their respective employees, and or their sureties against such lien.

Please provide proof of discharge, or bonding of the lien no later than 5pm Pacific Daylight time on April 20, 2015.

Sincerely,

James Nobel Miner  
Project Legal Counsel  
Carty Generating Station





March 3, 2015

**VIA OVERNIGHT AND ELECTRONIC MAIL**

Tank Operations LLC  
Court Appointed Receiver  
c/o Howard Bailey  
2500 Camino Diablo  
Suite 110  
Walnut Creek, California 94597  
[hbailey@arch-beam.com](mailto:hbailey@arch-beam.com)

USA Tank Sales  
5897 Highway 59  
Goodman, MO 64843  
Attn: Steve Currence  
[stevec@usatanksales.com](mailto:stevec@usatanksales.com)

RE: Receivership of USA Tank Sales & Erection Company, Inc. ("USA Tank")

Dear Mr. Bailey and Mr. Currence:

I am legal counsel for U.S. Silica Company ("USS"). USS and USA Tank are parties to that certain Master Services Agreement dated February 26, 2014 ("Agreement"), whereby USA Tank is obligated construct 10 storage silos at the USS transload facility in Odessa, Texas ("Project"). The Project has not yet been completed despite your obligations under the applicable Purchase Orders to have completed the same months ago.

On February 25, 2015, our Chief Administrative Officer, Adam Yoxtheimer, spoke with Matthew English of USA Tank, who informed him that USA Tank was insolvent and had been placed into receivership. A subsequent review of the court filings indicates that USA Tank (and various affiliates) entered receivership at the direction of its primary lender following a default under its credit facility.

USA Tank is in breach of the Agreement and, accordingly, USS has the right to terminate the Agreement for cause under Section 12 of the Agreement.

In light of the foregoing, USS is concerned about USA Tank's financial viability and its ability to complete the Project. USS hereby makes its formal demand for adequate assurances of future performance under Art. 12 of the Agreement (and, to the extent applicable, under Section 2-609 of the Uniform Commercial Code and corollary state and common law equivalents); such adequate assurance shall be in the form of written confirmations that the Payment Bond and Performance Bond remain in effect. Such written confirmation must be delivered to USS no later than ten (10) days after the date of this letter. Until such assurance is received, USS's obligations to perform under the Agreement are suspended.

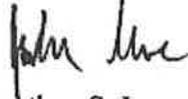
USS is also concerned about whether USA Tank has paid and has the financial capability to pay its subcontractors and the possibility that these subcontractors may seek recourse from USS. Please provide a list of all subcontracts that USA Tank has used, or will use, on the Project. Please also provide a full accounting of all subcontractor payments, invoices, specifically including copies of all lien waivers USA Tank has received from its subcontractors.

Finally, as relates to USA Tank's past performance, USS has informed USA Tank on multiple occasions that the delays in constructing the storage silos have delayed completion of the Project and caused USS to incur additional costs and expenses. In particular, USS has incurred \$507,872.54 in additional charges (the "Current Offset Amount") from its General Contractor, Junction Industries, LLC d/b/a Trident Structures, for manpower, equipment and cranes. Without limiting USS's other rights and remedies, USS is entitled to offset these charges against any amount owing by USS to USA Tank under the Agreement, including without limitation the currently invoiced amount of \$707,971 and the final invoice amount estimated to be \$578,056 (Agreement, Art. 7(h), (i) and (j) and Art. 9). Assuming that no other offsets arise (such as, by way of example and not of limitation, any damages that may arise due to terminating the Agreement and appointing a replacement contractor), USS proposes that 50% of the Current Offset Amount be offset against the current invoiced amount of \$707,971, with the remaining 50% of the Current Offset Amount to be offset against the final estimated invoice amount of \$578,056.

This letter does not waive any breach or default by USA Tank under the Agreement. USS reserves the right to exercise any and all of its rights and remedies, including without limitation the right to terminate the Agreement if the adequate assurance demanded hereunder is not timely provided, to notify your sureties under the applicable bonds and to seek a replacement contractor to complete the work, recovering both the additional expenditure and delay damages from USA Tank. USS specifically reserves the right to exercise its rights and remedies at any time if necessary to protect its interests.

We await your reply to the above.

Very truly yours,



Jonathan S. Isaac  
Assistant General Counsel  
(301) 682-0347  
[isaac@ussilica.com](mailto:isaac@ussilica.com)

cc:

Pedersen & Houpt  
Counsel for Receiver  
Attn. Bryan Minier  
161 North Clark Street  
Suite 2700  
Chicago, Illinois 60601  
[bminier@pedersenhaupt.com](mailto:bminier@pedersenhaupt.com)

Matthew English  
[matthewe@usatanksales.com](mailto:matthewe@usatanksales.com)

Eric Singer  
Ice Miller LLP  
2300 Cabot Drive  
Suite 455  
Lisle, Illinois 60532  
[Eric.Singer@icemiller.com](mailto:Eric.Singer@icemiller.com)

---

## **Schedule 4.5**

### **RECEIVER - LITIGATION**

1. *Chemstress Construction Company v. USA Tank Sales and Erection Company, Inc.*, Case No. 5:15-cv-00468, pending in the United States District Court for the Northern District of Ohio.
2. *Stewart v. USA Tank Sales and Erection Company, Inc.*, Case no. 3:12-cv-05136-DGK, pending in the United States District Court for the Western District of Missouri.
3. *Tank Connection, LLC v. John R. Haight*, Case No. 13 CV 1392, pending in the United States District Court for the District of Kansas.
4. *Tank Holdings, Inc. v. David Arnold*, Case No. 14SL-CC02029, pending in St. Louis County Circuit Court in St. Louis, Missouri.
5. *Jim Davis v. Tank Holdings, Inc.*, Case No. 13SN-CC00177, pending in Stone County, Missouri Circuit Court.
6. *Cooperative Controls Corp., LLC v. USA Tank Sales and Erection Company, Inc.*, Case No. 12CI00961, pending in the Circuit Court of Jefferson County, Kentucky.
7. *Colorado Electric Supply Ltd. v. Leo P. Guerrero*, Case No. 12-02-00006, pending in the District Court of LaSalle County, Texas.
8. *M-I Overseas Limited v. Lee-Var, Inc. d/b/a Palmer of Texas Tanks, Inc.*, Case No. 2014-01813, pending in the District Court of Harris County, Texas.
9. *Tubular USA, Inc. v. USA Tank Sales & Erection Company, Inc.*, Case No. 1511-CC00149, pending in the Circuit Court of St. Charles County, Missouri.
10. *Steelman Transportation, Inc. v. USA Tank Sales & Erection Company, Inc.*, Case No. 15MCCV00214, pending in the Circuit Court of McDonald County, Missouri.

**Schedule 7.4**

**COPY OF NOTICE OF A UCC FORECLOSURE SALE OF PURCHASED ASSETS**

**[See Attached]**

**NOTICE OF PRIVATE SALE OF COLLATERAL  
UNDER ILLINOIS UNIFORM COMMERCIAL CODE**

TO:

Tank Operations, LLC as court-appointed Receiver for Global Storage Solutions LLC, All State Tank Manufacturing, L.L.C., USA Tank Sales & Erection Company Inc., M & W Tank Construction Co., Total Tanks, LLC, C&C Tank Erectors LLC, and Tank Holdings, Inc.

c/o Pedersen & Houpt  
Attn: Bryan Minier  
161 North Clark Street, Ste. 2700  
Chicago, IL 60601

Eagle Fund II, LP  
c/o Thompson Coburn LLP  
Attn: Brian W. Hockett  
One US Bank Plaza  
St. Louis, MO 63101

Wells Fargo Bank, N.A.  
300 Tri-State International, Ste. 400  
Lincolnshire, IL 60069

Global Storage Solutions LLC, All State Tank Manufacturing, L.L.C., USA Tank Sales & Erection Company Inc., M & W Tank Construction Co., Total Tanks, LLC, C&C Tank Erectors LLC, and Tank Holdings, Inc.

c/o Polsinelli PC  
Attn: Jay Switzer  
161 N. Clark St., Ste. 4200  
Chicago, IL 60601

Arvest Equipment Finance  
P.O. Box 11110  
Fort Smith, AR 72917

The CIT Group/Equipment Financing, Inc.  
P.O. Box 27248  
Tempe, AZ 85285

**And to: Parties on the attached service list**

**PLEASE TAKE NOTICE** that, pursuant to Section 5/9-610 of the Illinois Uniform Commercial Code and that certain Loan and Security Agreement dated December 20, 2010 (as amended, restated, or otherwise modified from time to time the “**Loan Agreement**”), by and among The PrivateBank and Trust Company, an Illinois banking corporation (the “**Lender**”), Global Storage Solutions, LLC (f/k/a Bell Ventures, LLC), All State Tank Manufacturing, L.L.C., USA Tank Sales & Erection Company Inc., M & W Tank Construction Co., Total Tanks, LLC, C&C Erectors LLC, and Tank Holdings, Inc. (collectively the “**Borrowers**” and individually, each a “**Borrower**”), and various other “**Loan Documents**” as defined therein, the Lender will sell all of the Borrowers’ rights, titles, and interests in and to all of the Assets (defined below) at a private sale (the “**Sale**”) on April 24, 2015 (the “**Sale Date**”). The Assets secure the repayment of the indebtedness of the Borrowers to the Lender under the Loan Agreement.

The Assets subject to the Sale consist of all assets owned by the Borrower (the “**Assets**”). These include the following personal property of the Borrowers, other than the Excluded Assets (defined below), whether now owned or hereafter acquired, and wherever located, including, without limitation: (i) accounts, (ii) chattel paper, (iii) deposit accounts, (iv) documents, (v) equipment, (vi) general intangibles, (vii) instruments, (viii) inventory, (ix) investment property, (x) letter-of-credit rights, (xi) all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for and software used in any of the foregoing, (xii) all of the Borrowers’ rights, titles, and interests in and to all goods and other personal property securing any account, including all of the Borrowers’ rights as an unpaid vendor or lienor, including stoppage in transit, replevin and reclamation with respect to such goods and other properties, (xiii) all guarantees, mortgages, security interests, and supporting obligations and other agreements securing or relating to any account or other collateral, or acquired for the purpose of securing and enforcing any item thereof, (xiv) all documents, policies and certificates of insurance, (xv) all files, correspondence, computer programs, tapes, discs and related data processing software (owned by the Borrowers or in which any Borrower has an interest), which contain information identifying or pertaining to any of the collateral or any account debtor, or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization of collateral or the collection thereof, and (xvi) any and all products and proceeds of the foregoing collateral (including, but not limited to, any claims to any items referred to in this definition, and any claims of the Borrowers against third-parties for loss of, damage to, or destruction of any or all of the collateral or for proceeds payable under or unearned premiums with respect to policies of insurance) in whatever form, including cash, negotiable instruments, and other instruments for the payment of money, chattel paper, security agreements, or other documents. The Assets shall not include any assets not owned by the Borrowers or not subject to the Lender’s first-priority lien (the “**Excluded Assets**”).

Subject to all the terms of this Notice, some or all of the Assets will be sold pursuant to (i) T.F. Warren Group Corporation or its designee (collectively, “**T.F. Warren**”), or (ii) if T.F. Warren fails to execute an agreement to purchase the Assets or close such purchase, to such other person or entity acceptable to the Lender (T.F. Warren or other such person or entity, the “**Buyer**”), or such Buyer’s designee, at the Sale. The Assets will be sold to the Buyer pursuant to an Asset Purchase Agreement or similar agreement (the “**Purchase Agreement**”), the terms of which have been or will be agreed upon by the Lender and the Buyer.

The Assets sold pursuant to the Purchase Agreement will be transferred to the Buyer, or its designee, by way of a bill of sale or such other conveyances or assigning instruments satisfactory to the Lender in its sole and absolute discretion.

THE ASSETS WILL BE SOLD BY THE LENDER ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, WITHOUT RECOURSE, AND WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONDITION OF TITLE, VALUE, OR QUALITY OF THE ASSETS, OR WITH REGARD TO ASSETS, LIABILITIES, FINANCIAL CONDITION, OR EARNINGS OF THE BORROWER OR ANY OF ITS AFFILIATES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE ARE EXPRESSLY DISCLAIMED.

Any requests (i) for information regarding the Assets or the Asset Purchase Agreement, (ii) to inspect the Loan Agreement, or (iii) for any other information should be directed to counsel for the Lender, John P. Sieger, Katten Muchin Rosenman LLP, 525 W. Monroe St., Chicago, Illinois 60661, (312) 902-5200, during normal business hours.

Subject to any applicable agreement with the Buyer, the Lender reserves its right, prior to the closing of the Sale, to withdraw all or a portion of the Assets from the Sale for any reason whatsoever, modify, waive, or amend any terms or conditions of the Sale or impose any other terms or conditions on the Sale, or to continue the Sale to such time and place as the Lender, in its sole and absolute discretion, may deem fit, or to cancel such Sale. The Lender reserves all of the rights accruing to it under the Loan Agreement, including the right to seek a judgment for any deficiency remaining on account of its indebtedness after the conclusion of the Sale.

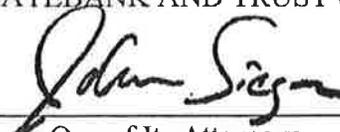
To the extent that the Sale generates proceeds in excess of the Borrowers' indebtedness to the Lender under the Credit Agreement, such excess proceeds will be remitted to the Borrowers in accordance with Section 5/9-615 of the Illinois Uniform Commercial Code.

The Borrowers, at any time after receipt of this notice and prior to consummation of the Sale, may request, at the Borrowers' expense, an accounting from the Lender of the unpaid indebtedness secured by the Assets.

Dated: April 13, 2015

THE PRIVATEBANK AND TRUST COMPANY,  
as lender

By: \_\_\_\_\_

  
One of Its Attorneys

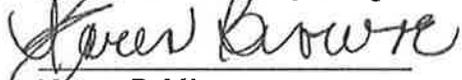
John P. Sieger, Esq.  
Katten Muchin Rosenman LLP  
525 W. Monroe St.  
Chicago, Illinois 60661  
(312) 902-5200  
john.sieger@kattenlaw.com

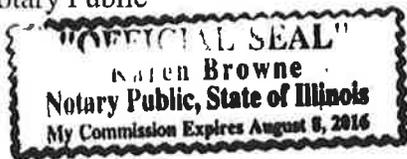
**AFFIDAVIT OF SERVICE**

I, Victoria Jepson, hereby affirm that I served or caused to be served a copy of the attached Notice of Private Sale of Collateral Under Illinois Uniform Commercial Code to the parties to whom it is addressed via Federal Express or, in the case of P.O. Box addresses, by United States Express Mail, return receipt requested, or, for the parties listed on the attached service list, by first-class, U.S. Mail on April 13, 2015.

  
Victoria Jepson

Subscribed and Sworn to  
before me this 13 day of April, 2015

  
Notary Public



## SERVICE LIST

USA Tank Sales and Erection Company, Inc.,  
Henderson Enterprises Group, Inc., Tank  
Holdings, Inc., Tank Connection, LLC, Global  
Storage Solutions, LLC and Lynn Gorguze

c/o Thomas P. Hohenstein, Mark Weisman  
Polsinelli, Jon A. Bierman  
100 South Fourth Street, Suite 1000  
St. Louis, MO 63102  
thohenstein@polsinelli.com  
mweisman@polsinelli.com  
jbierman@polsinelli.com

Shawn Stewart, Brian Damann,  
and Grant Oilar  
c/o Jason T. Brown  
JTB Law Group, LLC  
155 2nd Street, Suite 4  
Jersey City, NJ 07302  
jtb@jtblawgroup.com

c/o Anthony Pezzani and Timothy Engelmeyer  
Engelmeyer & Pezzani, LLC (local counsel)  
13321 N. Outer Forty Road, Suite 300  
Chesterfield, MO 63017  
tony@epfirm.com  
tim@epfirm.com

William F. Nicklin and Riverlife Investment  
Holdings, LLC  
c/o Elena C. Norman  
Young, Conaway, Stargatt & Taylor, LLP  
Rodney Square  
1000 North King Street  
Wilmington, DE 19801  
enorman@ycst.com

Cooperative Control Co.  
c/o C. Michael Shull, III

Chemstress Construction Company  
c/o John Swansinger  
Buckingham, Doolittle, & Burroughs, LLC  
1375 East 9th Street, Suite 1700  
Cleveland, OH 44114  
jswansinger@bdblaw.com

USA Tank Sales & Erection Co., Inc.  
c/o Jim Swartz  
Polsinelli  
1355 Peachtree Street NE  
Suite 500, South Tower  
Atlanta, GA 30309  
jswartz@polsinelli.com

The Hanover Insurance Company  
c/o Michael Joseph Dudek, Joseph Paul Quinn  
and Thomas Scott Leo  
Leo & Weber  
One North LaSalle St.  
Suite 3600  
Chicago, IL 60602  
mdudek@leoweber.com  
jquinn@leoweber.com  
sleo@leoweber.com

USA Tank Sales & Erection Co., Inc.  
c/o Matthew R. Hale and Brian Zickefoose

Frost Brown Todd  
400 West Market Street  
Suite 3200  
Louisville, KY 40202-3363  
mshull@fbtlaw.com

M-I Overseas Limited  
c/o Ronald G. Franklin  
McGuire Woods LLP  
600 Gravis Street, Ste. 750  
Houston, TX 77002  
rfranklin@mcguirewoods.com

c/o Geoffrey H. Bracken  
Rhonda R. Weiner  
1000 Louisiana, Suite 3400  
Houston, TX 77002

Jim Davis and JRD Properties, LLC  
c/o William G. Weber  
Evanson, Carlin & Cooper, LLC  
406 Harmon Street  
Pineville, MO 64856

David Arnold  
c/o Kelley F. Farrell and Jason K. Turk  
Blitz, Bardgett & Deutsch, LC  
120 South Central Ave., Suite 1650  
St. Louis, Missouri 63105  
kfarrell@bbdlc.com  
jturk@bbdlc.com

Albert B. Crush  
c/o Charity B. Neukomm  
Seiller Waterman LLC  
462 S. Fourth Street, 22nd Floor  
Louisville, KY 40202  
neukomm@derbycitylaw.com

Polsinelli  
900 W. 48th Place, Suite 900  
Kansas City, MO 64112-1894  
mhale@polsinelli.com  
bzickefoose@polsinelli.com

c/o Lee A. Rosenthal (Kentucky local counsel)  
Dinsmore & Shohl LLP  
Lexington Financial Center  
250 West Main Street  
Suite 1400  
Lexington, KY 40507

c/o Donald T. Brennan (Texas local counsel)  
Hayden & Cunningham, PLLC  
7750 Broadway  
San Antonio, Texas 78209  
dbrennan@7750law.com

Jay M. Dade  
Polsinelli  
Hammons Tower  
901 St. Louis Street, Suite 1200  
Springfield, MO 65806  
jdade@polsinelli.com

John R. Haight  
c/o Ross A. Hollander  
Joseph, Hollander & Craft, LLC  
500 N. Market Street  
Wichita, KS 67214  
rhollander@josephhollander.com

John R. Haight  
c/o Christopher F. Burger  
Stevens & Brand, LLP  
900 Massachusetts, Suite 500  
P.O. Box 189  
Lawrence, KS 66044  
cburger@stevensbrand.com

Star Mechanical Supply  
P.O. Box 109  
Springdale, AR 72765

North Safety Products Ltd.  
PO Box 11396  
Montreal, QC H3C 5H1

Red Bud  
PO Box 21568  
Dept. 275  
Tulsa, OK 74121

Peddinghaus  
300 North Washington  
Bradley, IL 60915

Penmac Staffing Services, Inc  
447 South Avenue  
Springfield, MO 65806

Megafab Manufacturing  
28067 Network Place  
Chicago, IL 60673-1280

Grainger  
PO Box 419267  
Dept 804-840057038  
Kansas City, MO 64141-6267

Lakeland CPP  
PO Box 452378  
Grove, OK 74345-2378

Die Tech Machine, LLC  
10003 Old Scenic Drive  
Neosho, MO 64850

*Counsel for John R. Haight*  
Manus Products Inc.  
866 Industrial Blvd. West  
Waconia, MN 55387

Carrier Vibrating Equipment, Inc.  
P.O. Box 37070  
Louisville, KY 40233-7070

Dr. Shrink, Inc.  
315 Washington St  
Manistee, MI 49660

Express Services, Inc.  
PO Box 269011  
Oklahoma City, OK 73126

Main Street Lumber  
P.O. Box 219  
Southwest City, MO 64863

Beverly's Traffic Control and Safety  
407 S Pennsylvania Ave, Ste 110  
Joplin, MO 64801

Modern Construction, Inc.  
P O Box 187  
Stanville, KY 41659

INDEECO  
425 Hanley Industrial Ct.  
St. Louis, Missouri 63144

Innovative Objects  
2340 S Rangle Line Rd  
Joplin, MO 64804

Ahern Rentals  
PO Box 271390  
Las Vegas, NV 89127-1390

Praxair Distribution, Inc.  
Dept. CH 10660  
Palatine, IL 60055

JRD Properties LLC  
P.O. Box 628  
Ketchum, OK 74349

ETCO Specialty Products, Inc.  
PO Box 346  
Girard, KS 66743

HD Supply White Cap Construction Supply  
PO Box 4852  
Orlando, FL 32802-4852

Steel Service Co.  
24412 Amah Parkway  
Claremore, OK 74019

BLR  
P O Box 5094  
Brentwood, TN 37024-5094

Mr. Plastic, Inc.  
PO Box 2704  
Fort Smith, AR 72913

Management Recruiters of Zionsville  
1455 West Oak Street, Suite B  
Zionsville, IN 64843

Meeks  
P.O. Box 548  
Neosho, MO 64850

Otten Plumbing  
800 Highland Place  
Neosho, MO 64850

Con-way Freight, Inc.  
P.O. Box 5160  
Portland, OR 97208-5160

S. Moyle Masonry, Inc  
112 E Fayette St, Ste #1  
Manchester, IA 52057

Fed Ex Freight East  
DEPT CH PO BOX 10306  
Palentine, IL 60055-0306

TAF Environmental Safety & Controls, Inc.  
P O Box 472191  
Charlotte, NC 28247

Grove Area Chamber of Commerce  
9630 Hwy 59 North, Suite A  
Grove, OK 74344

Colorado Dept of Labor and Employment  
Unemployment Insurance Employer Services  
PO Box 956  
Denver, CO 80201-0956

Precision Wireless Internet  
417 E. 3rd Street  
Grove, OK 74344

Heartland Technology Solution  
1110 Morningview Drive  
Harlna, IA 51537

Wiese USA  
P.O. Box 60106  
St. Louis, MO 63160

UBM Canon LLC  
25589 Network Place  
Chicago, IL 60673

Victor L Phillips Co  
PO Box 843202  
Kansas City, MO 64184-3202

Water Environment Federation  
Finance Department  
601 Wythe Street  
Alexandria, VA 22314-1994

SSI  
Box 50009  
Tulsa, OK 74150

Ad Systems, Inc  
PO Box 415  
Joplin, MO 64802

Nova Healthcare, PA  
PO Box 840066  
Dallas, TX 75284-0066

United Rentals, Inc.  
CREDIT OFFICE #NAT  
P.O. Box 100711  
Atlanta, GA 30384-0711

Southeastern Freight Lines, Inc  
P.O. Box 1691  
Columbia, SC 29202

Schaeffer MFG. Co.  
P.O. Box 790100  
St. Louis, MO 63179-0100

Hometown Water & Coffee Services  
PO Box 450367  
Grove, OK 74345

Oklahoma Rural Water Association, Inc  
PO Box 95349  
OKlahoma City, OK 73143-5349

Cintas Corporation #065  
P.O. Box 88005  
Chicago, IL 60680-1005

LaRue Coffee  
P O Box 451119  
Omaha, NE 68145

Missouri Department of Natural Resources  
PO Box 176; 1101 Riverside Drive  
Jefferson City, MO 65102

IBT Inc.  
P.O. Box 873065  
Kansas City, MO 64187-3065

Office Depot  
PO Box 689020  
Des Moines, IA 50368-9020

MFA Oil Company  
1953 Penn Ln.  
Neosho, MO 64850-2946

Grand Rental Station  
64047 E 290 Rd  
Grove, OK 74344

OJ Contruction Inc  
P O Box 1287  
Bentonville, AR 72712

C & L Supply  
PO Box 578  
Vinita, OK 74301

City of Anderson  
P.O. Box 397  
Anderson, MO 64831

EXpress Toll  
PO Box 5470  
Denver, CO 80217-5470

Admiral Express Office Supply  
PO Box 22155  
Tulsa, OK 74121-2155

Phoenix Metals Company  
PO Box 932589  
Atlanta, GA 31193-2589

Amerimet Corp.  
9711 NW 91 Court  
Miami, FL 33178

C & C Tank Erectors, LLC  
PO Box 1014  
Anderson, MO 64831

McCourt & Sons Equip, Inc  
PO Box 247  
La Grange, TX 78945

TQL  
P.O. Box 634558  
Cincinnati, OH 45263-4558

Ferguson Fire & Fab #710  
P.O. Box 100886  
Atlanta, GA 30384-0886

Landstar Ranger, Inc.  
P O Box 8500-54293  
Philadelphia, PA 19178-4293

Hanna Rubber  
908 West 25th Street  
Kansas City, MO 64108

McMaster-Carr  
P.O. Box 7690  
Chicago, IL 60680-7690

Palmer of Texas  
P O Box 890800  
Charlotte, NC 28289-0800

Bin Master  
PO Box 29709  
Lincoln, NE 68529  
AZZ Galvanizing  
P.O. Box 843771  
Dallas, TX 75284-3771

Steelman Transportation  
PO Box 843705  
Kansas City, MO 64184-3705

Sherwin-Williams Co  
Accounts Receivable Dept.  
4901 South Council Rd.  
Oklahoma City, OK 73179

Steel & Pipe Supply Co., Inc.  
P.O. Box 731266  
Dallas, TX 75373-1266

AMICO  
PO Box 712540  
Cincinnati, OH 45271-2540

Tools Unlimited  
PO Box 5757  
Toledo, OH 43613-0757

Fastenal  
P.O. Box 1286  
Winona, MN 55987-1286

Chromalox, Inc.  
P O Box 536435  
Atlanta, GA 30353-6435

PLS Logistics Services  
5119 Reliable Parkway  
Chicago, IL 60686-0051

Casters of Oklahoma, Inc  
11740 E. 11th Street  
Tulsa, OK 74128-4402

Southwest Industrial Supply  
P.O. Box 10225  
Springfield, MO 65808-0225  
Grove Municipal Services Authority  
104 West 3rd Steet  
Grove, OK 74344

Bolt & Screw Supply, Inc.  
816 W Randall Wobbe Lane  
Springdale, AR 72764

Dynamic Fasteners  
P.O. Drawer 16837  
Raytown, MO 64133-0937

Manpower  
21271 Network Place  
Chicago, IL 60673-1212

Harvey Bennett Trucking  
2000 Pump Station Road  
Anderson, MO 64831

WELSCO, INC.  
P.O. Box 52163  
Lafayette, LA 70505-2163

Hilti, Inc.  
P O Box 120001  
Dallas, TX 75312-0890

Maggart & Associates  
P.O. Box 1846  
Tucker, GA 30085

Arthur J. Gallagher Risk Management Svcs  
39735 Treasury-Center  
Chicago, IL 60694

BNSF Logistics  
75 Remittance Dr. Suite 1767  
Chicago, IL 60675-1767

Cannon Ball HNP, LLC  
Lock Box 96521  
Chicago, IL 60693

Engineered Equipment  
PO Box 108819  
Oklahoma City, OK 73101-8819

Leland Industries, Inc.  
95 Commanders Blvd  
Scarborough, ON M1S3S9

FedEx  
P O Box 94515  
Paletine, IL 60094-4515

CNS Tank LLC  
21770 E K Highway  
Nevada, MO 64772

Airgas USA, Inc.  
PO Box 676015  
Dallas, TX 75267-6015

ULINE  
P O Box 88741  
Chicago, IL 60680-1741

Superior Plus Construction Products Corp.  
dba Specialty Products & Insulation  
P.O. Box 731741  
Dallas, TX 75373-1741

Kloeckner Metals  
c/o NC Receivables Corp  
PO Box 200040  
Dallas, TX 75320-0040

Bainter Construction Svcs, LLC  
PO Box 705  
Hoxie, KS 67740

Brown-Campbell Company  
2825 West Kingsley Rd  
Garland, TX 75041

Energy Conservation Supply  
3740 E. 20th St  
Joplin, MO 64801

FM Approvals  
75 Remittance Drive Suite# 6181  
Chicago, IL 60675-6181

Godlan, Inc.  
15399 Canal Rd.  
Clinton Twp., MI 48038

Hertz Equipment Rental  
PO Box 650280  
Dallas, TX 75265-0280

Missouri Rural Water Assoc.  
901 Richardson Drive  
Ashland, MO 65010

Multi-Pack Chicago  
1804 W Central Rd  
MT Prospect, IL 60056

Naylor, LLC  
PO Box 847865  
Dallas, TX 75284

O'Reilly Automotive  
P.O. Box 9464  
Springfield, MO 65801-94

Pimco, Inc.  
PO Box 345 810 Sherman  
St Paul, KS 66771

Skyline Display  
1700E 123rd Street  
Olathe, KS 66061

Trumpf, Inc.  
Dept. 135 P.O. Box 150473  
Hartford, CT 06115-0473

Metalphoto of Cincinnati  
1080 Skillman Drive  
Cincinnati, OH 45215

PS Doors  
4212 Gateway Drive  
Grand Forks, ND 58203

Grove Electric & Lighting Supply  
29801 S 637 Rd  
Grove, OK 74344

KC Supply  
PO Box 412196  
Kansas City, MO 64141-2196

Mohawk Materials  
P.O. Box 640  
Sand Springs, OK 74063

National Oilwell Varco  
NOV, Inc. c/o Carl Eric Johnson, Inc.  
PO Box 713113  
Columbus, OH 43271-3113

NSF International  
Lockbox #771380  
PO Box 77000  
Detroit, MI 48277-1380

Pangborn  
PO Box 936006  
Atlanta, GA 31193-6006

Sheffield Metals International  
P.O. Box 637438  
Cincinnati, OH 45263

Sunbelt Rentals  
PO Box 409211  
Atlanta, GA 30384-9211

Al's Gas Company  
10665 Gateway Dr.  
Neosho, MO 64850

Lienguard, Inc.  
1000 Jorie Blvd, Ste 270  
Oak Brook, IL 60523

Atlas Security  
1309 E Republic Rd Ste B  
Springfield, MO 65804

Wells Fargo Equipment Finance  
Manufacturer Services Group  
P O Box 7777  
San Francisco, CA 94120-7777

Four Seasons Extermination  
P O Box 641  
Webb City, MO 64870

AT&T Mobility  
PO Box 6463  
Carol Stream, IL 60197

Dell Business Credit  
PO Box 5275  
Carol Stream, IL 60197

Safety-Kleen Systems  
2600 N Central Expy, Suite 400  
Richardson, TX 75080

B.E. Atlas Co.  
4300 North Kilpatrick Ave  
Chicago, IL 60641

Black Diamond Construction  
2023 Rains Rd.  
Jane, MO 64856

Polsinelli Shughart KC  
P O Box 878861  
Kansas City, MO 64187-8681

Rapid Remedy  
700 S Main St  
Grove, OK 74344

Freeman Health System  
1102 West 32nd Street  
Joplin, MO 64804

Ozark Business Systems, Inc.  
122 E Spring St  
Neosho, MO 64850

McDonald County Telephone Co.  
PO Box 207  
Pineville, MO 64856

Deffenbaugh Industries  
Attn: Accounts Receivable  
PO Box 16110  
Shawnee, KS 66203

ServiceMaster of SW Missouri  
8886 Newt Drive  
Neosho, MO 64850

Century Link  
Business Services  
PO Box 52187  
Phoenix, AZ 85072-2187

NE Okla Electric Cooperative  
PO Box 419458  
Kansas City, MO 64141-9458

Apatrix  
Watermark Solutons, LLC  
1717 St. James PL., Suite 250  
Houston, TX 77056

Cigna Dental & Vision  
5476 Collections Center Dr.  
Chicago, IL 60693

Freeman Neosho Hospital  
1102 West 32nd Street  
Joplin, MO 64804

Colorado Rural Water Association  
176 West Palmer Lake Drive  
Pueblo West, CO 81007

Applied Products LLC  
400 Industrial Road A  
Grove, OK 74344

American Water Works Association  
PO Box 972997  
Dallas, TX 75397

Nordson Corporation  
PO Box 802586  
Chicago, IL 60680

Air Systems & Pump Solutions, LLC  
PO Box 270186  
Oklahoma City, OK 73137-5119

Cleveland Steel Tool  
474 East 105th Street  
Cleveland, OH 44108

Chi S. Lee, PE, SE  
5801 Lorraine Ave  
Sioux City, IA 51106

International Liquid Terminals Association  
1005 North Glebe Rd. Suite 600  
Arlington, VA 22201

Michigan Rural Water Association  
PO Box 960  
Harrison, MI 48625

Verizon Wireless  
PO Box 25505  
Lehigh Valley, PA 18002

Spray Equipment & Service Ctr  
P O Box 872758  
Kansas City, MO 64187-2758

Ron's Towing  
PO Box 426  
Neosho, MO 64850

Marmic Fire & Safety., Inc.  
P.O. Box 1086  
Joplin, MO 64802

Hayden & Cunningham, PLLC  
7750 Broadway  
San Antonio, TX 78209

FlatIron Capital  
PO Box 712195  
Denver, CO 80271

Beaver Express  
PO Box 1168  
Woodward, OK 73802

Culligan of Joplin  
PO Box 2932  
Wichita, KS 67201

Empire District  
PO BOX 219239  
Kansas City, MO 64121-9239

Louisiana Fire Sprinkler Association, Inc  
14054 Jefferson Hwy  
Baton Rouge, LA 70817

Missouri Gas Energy  
PO Box 219255  
Kansas City, MO 64121

Worksite Benefit Plans, Inc  
Marlene Bostic  
8524 South Western, Ste 106  
Oklahoma City, OK 73139

Lily Industrial Chemicals, Inc  
PO Box 153  
Ozark, MO 65721

Courthouse Concepts  
16 W Center  
Fayetteville, AR 72701

South Dakota Associations Of Rual Water Systems PO Box 287 Madison, SD 57042 McDonald County Brenda Gordon, Collector P O Box 725 Pineville, MO 64856	Controlled Automation P O Box 888 Bryant, AR 72089
Ozark Crane Services 2700 County Rd. 100 Carthage, MO 64836	Delaware Co. Treasurer's Office P O Box 1080 Jay, OK 74346
Bernice Sanitation, LLC PO Box 3838 Bernice, OK 74331	Bishop Lifting Products, Inc 9140 West Reno Oklahoma City, OK 73127
TRWA 1616 Rio Grande St. Austin, TX 78701	Tubular USA 830 Westwood Industrial Park Drive Weldon Spring, MO 63304
Ozark Trail Farm Machine Shop 159 Blackstock Ln. Goodman, MO 64843	Grand Lake Fire Safety 66691 E. 280 Road Grove, OK 74344
Trinity Logistics, Inc. P O Box 62702 Baltimore, MD 21264-2702	Sebastian Equipment Company 1801 SouthJoplin Avenue Joplin, MO 64804
BeneTrac Lockbox #100906 PO BOX 100906 Pasadena, CA 91189-0906	Atlas Copco Compressors LLC 2501 Landmeier Rd. Elk Grove Village, IL 60007
CT Corporation PO BOX 4349 Carol Stream, IL 60197	Communications Supply Corp. Attn: WESCO Recievables 3462 Solution Center Drive Chicago, IL 60677-3004
Euler Hermes North America Insurance Company c/o Finance Dept. 800 Red Brook Blvd Owings Mills, MD 21117-1008 Joplin Globe PO Box 7 Joplin, MO 64802	Held & Associates, Inc. PO Box 81120 Kansas City, MO 64187-1120
	National Insulation Association 12100 Sunset Hills Rd. Ste 330 Reston, VA 20190
	Arkansas Occupational Health Clinic PO Box 1065 Lowell, AR 72745

Neosho Freeman Family YMCA  
4701 Chouteau Avenue  
Neosho, MO 64850

Approtec Ran-le  
3207 Spring Studner Rd. Suite B  
Spring, TX 77389

Spectrum Paint  
15247 E Skelly Dr.  
Tulsa, OK 74116

Duane Linch  
27176 Howard Ln.  
Stark City, MO 64866

Olympic Steel, Inc.  
Dept CH 17813  
Palatine, IL 60055-7813

Cintas Doc Mgmt.  
PO Box 631025  
Cincinnati, OH 45263

Kirkpatrick Scales, Inc.  
117 North Chambers  
Claremore, OK 74017

Fire Brick Engineers  
P O Box 341278  
Milwaukee, WI 53234

Fairlane Industries Inc  
3868 Washington Ave  
St. Louis, MO 63108

Darrell Thompson Tank  
PO Box 5788  
Bakersfield, CA 93388

Gilbert Industries  
8150 State Hwy 14 East  
Sparta, MO 65753

Hunter Panels  
15 Franklin St.  
Portland, ME 4101

Dugan Truck Line LLC  
PO Box 771380  
Wichita, KS 67277

Mak Sales, Inc.  
308 Aberdeen Dr.  
Glen Carbon, IL 62034

Soltow Business Supply  
810 Industrial Rd  
Grove, OK 74344

Worldwide Express  
4350 South National  
Suite A108  
Springfield, MO 65810

Carthage Speciality Pallet  
11235 Missouri 96  
Carthage, MO 64836

Tectonic Engineering & Surveying  
Consultants, P.C.  
PO Box 37  
Mountainville, NY 10953

Wayne Burt Machine  
510 Industrial Rd  
Grove, OK 74344

Process Protection Inc  
9009 Chestnut Street  
Lenexa, KS 66220

New Mexico Rural Water Association  
8336 Washington Place NE  
Albuquerque, NM 87113

JSF Hidraulica  
c/ Murillo 7, Bloque 14, Bajo  
Pozuelo de Alarcon-Madride, 28223

Covert Electric Supply, Inc.  
P O Box 277  
Joplin, MO 64802

Mitrowski Welding Equipment LTD  
PO Box 225  
South Houston, TX 77587

Matt Chlor, Inc  
4107 North Arden Drive  
El Monte, CA 71731

Jorge Navarro  
Calle Tiburon 3084  
Colonia Loma Bonita  
Zapopan, Jalisco, 45088

Airgroup  
PO Box 844722  
Dallas, TX 75284

George Bone, Jr.  
153 Lumber Ln.  
Pineville, MO 64856

CUSTOM EQUIPMENT INSTALLATION  
17063 CO RD 568  
COLCORD, OK 74338

Miron Construction, Co., Inc.  
500 First Street Suite 4000  
Wausau, WI 54403

Edward R. Zabala, P.E.  
PO Box 1140  
Conway, SC 29528

CAPP Construction LLC & Cornerstone Bank  
33000 S 690 Road  
Jay, OK 74346

Berkshire Hathaway Homestate Companies  
PO Box 846693  
Los Angeles, CA 90084

Ruiz-Boyer Construction & Supplies, LLC  
801 Mercury Ave  
Duncanville, TX 75137

Tulsa Gamma Ray, Inc  
1127 S Lewis Ave  
Tulsa, OK 74104

Materials Handling Concepts  
17720 Culps Bluff Ave.  
Baton Rouge, LA 70817

Air Capital Equipment  
806 East Boston  
Wichita, KS 67211

Allied Coring & Cutting, LLC  
PO Box 1155173  
Ft. Worth, TX 76155

WelCal Tank  
208 Dogwood Lane  
Jane, MO 64856

Vacono America, LLC  
1163 East 40th St., Suite 301  
Cleveland, OH 44114

Tri State Motor Transit Company  
P O Box 451  
Vinita, OK 74301

Padgett Inc  
901 E 4th Street  
New Albany, IN 47150

Industrial Accessories Comany (IAC)  
PO Box 414178  
Kansas City, MO 61141-4178

Western Crane Service Inc  
140 Waffle Ct  
Bowling Green, KY 42101

Nealen Excavating  
Michael A Nealen  
727 Frayser Ave  
Owensboro, KY 42301

Houston PolyTank, LLC  
PO Box 50  
Hopkins, MO 64461

Myers Brothers of Kansas City, Inc.  
1210 W 28th Street  
Kansas City, MO 64108

Retro Systems, LLC  
P O Box 500  
Valley Center, KS 67147

M. Crabtree Tank Services, LLC  
PO Box 3896  
Pagosa Springs, CO 81147

Hoelt Builders  
2423 River Edge Drive, Suite 1  
Altoona, KS 54720

Faria Brothers Dairies  
5601 FM281  
Dumas, TX 79029

Western Tank & Lining  
12180 Vickers Way  
Richmond, BC V6V 1H9

FMW Foerderanlagen GA Pacific Paper Mill  
A-3062 Kirchstetten 100, Postfach 25  
Austria

Taylor Frac  
PO Box 129  
Taylor, WI 54923

Kriz-Davis Company  
PO Box 310353  
Des Moines, IA 50331-0353

Precision Millwrights & Consultants, Inc.  
1439 Catlettsburg Road  
Sevierville, TN 37876

North Dakota Rural Water Systems  
Association  
2718 Gateway Ave  
Suite 201  
Bismarck, ND 58503

Red Valve Company, Inc.  
600 N. Bell Avenue  
Carnegie, PA 15106

Retirement Plan Services, LLC  
1699 S. Hanley Rd Suite 300  
St. Louis, MO 63144

Turnkey Processing - National Silica  
28369 Davis Parkway, Suite 407  
Warrenville, IL 60555

Southtex Fire Protection  
269 CR 6474  
Dayton, TX 77535

JDV Equipment Corp  
One Princeton Avenue  
Dover, NJ 7801

Iliamna Lake Contractors  
PO Box 3735  
Homer, AK 99603

Olympic Fire Protection  
13555 State Avenue NW  
Owatonna, MN 55060

Plant Materials  
300 E. Sonterra Blvd., Suite 310  
San Antonio, TX 78258

The Summit at Lake Travis  
11614 Bee Caves Road, Suite 270  
Austin, TX 78738

Turnkey Processing  
28369 Davis Parkway Suite 407  
Warrenville, IL 60555

Security Fire Protection  
4495 South Mendenhall Road  
Memphis, TN 38141

Tyson Foods  
PO Box 2020  
Springdale, AR 72762

Masterank America  
200 S. "A" Street  
Ochelata, OK 74051

Riverview  
26406 407th Avenue  
Morris, MN 56207

Nijhuis  
560 W Washington Blvd.  
Suite 320  
Chicago, IL 60661  
Archer Western  
16400 Southcenter Parkway 501  
Seattle, WA 98516

Simplex Grinnell  
PO Box 9563  
Manchester, NH 03108

Humphrey Co  
4439 West 12th Street  
Houston, TX 77055

Tyson Foods  
7752 FM 418  
Silsbee, TX 77656

TSI - Enviva Pellets Sampson LLC  
20818 44th Avenue West, Suite 201  
Lynnwood, WA 98036

Global Mechanical  
AV. DEL RIO No. 3494 FRACC.  
HACIENDA DEL RIO, MEXICALI, BC  
21254  
Mexico

Brigade Fire  
5701 Safety Drive  
Belmont, MI 49306

Better Built Enterprises  
1123 West Blanco  
San Antonio, TX 78232-1012

Elite Mechanical  
2225 S. 54th Street W.  
Billings, MT 59106

PW Feenstra Lone Star Calf Ranch  
25802 S Higley Road  
Queen Creek, AZ 85242

American Fire Protection / Mutual Sprinkler  
12000 Crownpoint #175  
San Antonio, TX 78233

Capital City  
5929 Haughan Road  
Grove City, OH 43123

Allied Fire Protection  
2003 Mykawa  
Pearland, TX 77523

Peck Construction  
720 N. Main Street  
Farmsville, LA 71241

Alabama Department of Revenue  
Sales & Use Tax  
50 North Ripley Street  
Montgomery, AL 36132

California State Board of Equalization  
Sales & Use Tax  
P.O. Box 942879  
Sacramento, CA 94279-0001

Delaware Division of Revenue  
Sales Tax  
820 N. French Street  
Wilmington, DE 19801

Florida Department of Revenue  
Sales & Use Tax  
5050 W. Tennessee Street  
Tallahassee, FL 32399-0100

Hawaii Department of Taxation  
Director of Taxation  
830 Punchbowl Street  
Room 221  
Honolulu, HI 96813-5094

Iowa Department of Revenue  
Sales / Use Tax Processing  
PO Box 10412  
Des Moines, IA 50306-0412

Indiana Department of Revenue  
Sales Tax Division  
P.O. Box 1685  
Indianapolis, IN 46206-1685

Kentucky Department of Revenue  
Division of Sales and Use Tax  
Station 67  
PO Box 181  
Frankfort, KY 40602-0181

Arizona Department of Revenue  
Sales & Use Tax  
P.O. Box 29010  
Phoenix, Arizona 85038-9010

Colorado Department of Revenue  
Taxation Division  
1375 Sherman Street  
Denver, CO 80203

Arkansas Department of Finance and  
Administration  
Sales & Use Tax  
P.O. Box 1272  
Little Rock, AR 72203

Georgia Dept. of Revenue  
Sales Tax Division  
1800 Century Blvd. NE, Suite 12000  
Atlanta, GA 30606

Idaho State Tax Commission  
Sales & Use Tax  
P.O. Box 36  
Boise, ID 83722-0410

Illinois Department of Revenue  
Sales & Use Tax  
PO Box 19034  
Springfield, IL 62794-9084

Kansas Department of Revenue  
Taxation Department  
915 Southwest Harrison Street #300  
Topeka, KS 66612

Louisiana Department of Revenue  
Sales and Use Tax  
Post Office Box 201  
Baton Rouge, LA 70821-0201  
617 North Third Street  
Baton Rouge, LA 70802

Massachusetts Department of Revenue  
Sales & Use Tax  
PO Box 7010  
Boston, MA 02204

Michigan Department of Treasury  
Sales & Use Tax  
Lansing, Michigan 48922

Missouri Department of Revenue  
Harry S Truman State Office Building  
Sales & Use Tax  
301 West High Street  
Jefferson City, MO 65101

North Carolina Department of Revenue  
Post Office Box 25000  
Raleigh, North Carolina, 27640-0640

Ohio Department of Taxation  
4485 Northland Ridge Blvd.  
Columbus, OH 43229

Nebraska Department of Revenue  
Sales & Use Tax  
PO Box 94818  
Lincoln, NE 68509-4818

NYS Department of Taxation and Finance  
ATTN: Office of Counsel  
Building 9  
W A Harriman Campus  
Albany, NY 12227

Virginia Department of Taxation  
Office of Customer Services  
P.O. Box 1115  
Richmond, VA 23218-1115

Maryland Revenue Administration Division  
Taxpayer Service Section  
110 Carroll Street  
Annapolis, MD 21411-0001

Minnesota Department of Revenue  
Sales & Use Tax  
600 North Robert St.  
St. Paul, MN 55101

Montana Department of Revenue  
Taxation Department  
125 N Roberts St  
Helena, MT 59601

Oklahoma Tax Commission  
Post Office Box 26850  
Oklahoma City, OK 73126-0850

Oregon Department of Revenue  
955 Center St NE  
Salem, OR 97301-2555

New Mexico Taxation and Revenue  
Department  
1100 South St. Francis Drive  
Santa Fe, NM 87504

Texas Comptroller of Public Accounts  
Sales & Use Tax  
P.O. Box 13528, Capitol Station  
Austin, TX 78711-3528

Washington State Department of Revenue  
Legal Division  
PO Box 47464  
Olympia, WA 98504-7464

Wisconsin Department of Revenue  
Sales Tax Division  
PO Box 8906  
Madison, WI 53708-8906

Sales Tax Division  
122 West 25th Street, 2nd Floor West  
Cheyenne, Wyoming 82002-0110

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Box 268  
Dawson Creek, British Columbia V1G 4G7

Darrell Robertson  
c/o Logan & Lowry, LLP  
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Grove, Oklahoma 74345

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1300 Minnesota Ave.  
Billings MT 59101

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St. Louis, MO 63105

Cameron Holdings  
8000 Maryland Avenue  
Suite 1190  
Clayton, MO 63105