

**SCHEDULE 2.1(b)**

**TANGIBLE PERSONAL PROPERTY**

**Please see attached.**

GEFCO DEPRECIATION SCHEDULE

ASSET NO.	ASSET DESCR	ACQ			MAX	CURRNT	ASSET COST	SALVAGE VALUE	CURR DEPR AMT	PREVIOUS DEPR	REMAINING DEPR
		Y	M	M							
2598	OFFICE FURNITURE & FIXTURES	8903	A	0	1	5,400.73	5,400.73	-	-	500.00	
2622	CABINETS, ENGINEERING	8907	A	0	84	500.00	-	-	-	400.00	
2629	FILE CABINETS	8907	A	0	84	400.00	-	-	-	525.00	
2630	FILE CABINETS, 4 DRAWER	8907	A	0	84	525.00	-	-	-	50.00	
2631	FILE CABINETS, 2 DRAWER	8907	A	0	84	50.00	-	-	-	50.00	
2632	FILE CABINETS, H	8907	A	0	84	50.00	-	-	-	50.00	
2639	CHAIN - WINGBACK	8902	A	0	84	257.53	-	-	-	231.79	
2640	CHAIR OFFICE	8902	A	0	84	308.00	-	-	-	277.20	
2641	CHAIR OFFICE	8902	A	0	84	308.00	-	-	-	277.20	
2642	CHAIR EXECUTIVE	8902	A	0	84	783.16	-	-	-	686.83	
2643	CHAIR OFFICE	8902	A	0	84	149.45	-	-	-	134.50	
2644	CHAIR OFFICE	8902	A	0	84	149.45	-	-	-	134.50	
2645	CHAIR OFFICE	8902	A	0	84	149.45	-	-	-	134.50	
2646	CHAIR OFFICE	8902	A	0	84	149.45	-	-	-	134.50	
2647	CHAIR OFFICE	8902	A	0	84	149.45	-	-	-	134.50	
2648	CHAIR OFFICE	8902	A	0	84	149.45	-	-	-	134.50	
2649	CHAIR OFFICE	8902	A	0	84	149.45	-	-	-	134.50	
2650	CHAIR OFFICE	8902	A	0	84	149.45	-	-	-	134.50	
2651	CHAIR EXECUTIVE	8902	A	0	84	238.05	-	-	-	214.24	
2652	CHAIR EXECUTIVE	8902	A	0	84	238.05	-	-	-	214.24	
2653	CHAIR EXECUTIVE	8902	A	0	84	238.05	-	-	-	214.24	
2654	CHAIR EXECUTIVE	8902	A	0	84	238.05	-	-	-	214.24	
2655	CHAIR EXECUTIVE	8902	A	0	84	238.05	-	-	-	214.24	
2656	CHAIR EXECUTIVE	8902	A	0	84	238.05	-	-	-	214.24	
2657	CHAIR EXECUTIVE	8902	A	0	84	238.05	-	-	-	214.24	
2658	CHAIR EXECUTIVE	8902	A	0	84	238.05	-	-	-	214.24	
2659	CHAIR EXECUTIVE	8902	A	0	84	238.05	-	-	-	214.24	

2654-2659 ASSET FROM FRID ASSETS-AMORTIZING

**GEFCO DEPRECIATION SCHEDULE**

ASSET NO.	ASSET DESCR	ACQ YMM	D M	AC PD	MAX STEPS	CURNT STEPS	ASSET COST	SALVAGE VALUE	CURR DEPR AMT	Apr-11 PREVIOUS DEPR	REMAINING DEPR
2660	CHAIR EXECUTIVE	9002	A	0	84	0	238.05	23.81	-	214.24	-
2661	CHAIR SEC.	9002	A	0	84	0	371.66	37.19	-	334.67	-
2662	CHAIR, SEC.	9002	A	0	84	0	371.66	37.19	-	334.67	-
2663	CHAIR SEC.	9002	A	0	84	0	371.66	37.19	-	334.67	-
2664	CHAIR	9002	A	0	84	0	162.53	16.25	-	146.28	-
GF0308	OFFICE FURN & FIX, ENID										
						25000-1-0-0	13,416.62	6,049.82	-	7,366.70	-
2574	OFFICE MECHANICAL EQUIPMENT	8603	A	0	1	0	34,972.95	34,972.95	-	-	-
2667	CHECK WRITING MACHINE	9004	A	0	60	0	1,093.20	109.32	-	983.88	-
2681	CAD/CAM-COMPUTER, PLOTTER,	9212	A	0	12	0	8,000.00	-	-	8,000.00	-
2727	DESK SEC PRES OFFICE	9705	A	0	60	0	2,954.53	285.45	-	2,659.08	-
2730	ALGOR SOFTWARE FOR ENGINEER	9712	A	0	60	0	5,000.00	-	-	5,000.00	-
2742	ROOF AIR CONDITIONER MOVIE	9810	A	0	84	0	5,971.00	-	-	5,971.00	-
2746	SONY LAPTOP COMPUTER	9902	A	0	60	0	2,383.85	-	-	2,383.85	-
2748	P233 MMX COMPUTER 64MG	9907	A	0	60	0	1,238.05	-	-	1,238.05	-
2751	DECALUABLE SYSTEM	9907	A	0	63	0	1,489.00	-	-	1,489.00	-
2766	SHOW BOOTH	0012	A	0	84	0	5,569.48	-	-	5,569.48	-
2773	SONY LAPTOP COMPUTER	0109	A	0	80	0	3,149.60	-	-	3,149.60	-
2782	TCM SOFTWARE & HARDWARE	0109	A	0	80	0	99,613.96	-	-	99,613.96	-
2781	AUTO CAD UPGRADE	0112	A	0	60	0	40,095.00	-	-	40,095.00	-
GF0309	OFFICE MECH EQUIP, ENID										
						28000-1-0-0	211,530.90	35,377.72	-	176,153.18	-
2612	CONCRETE SLAB, ENID, OK	8911	A	0	378	0	7,621.42	-	20.16	5,201.50	2,419.92
GF1120	LAND IMPROVEMENTS, ENID, OK										
						201000-1-0-0	7,621.42	-	20.16	5,201.50	2,419.92
2592	BUILDING, SHOP, ENID, OK	8807	A	0	240	0	2,758,193.00	275,819.30	-	2,482,373.70	-
GF1230	BUILDINGS, ENID, OK										
						21100-1-0-0	2,758,193.00	275,819.30	-	2,482,373.70	-
2557	MACH & EQUIP, ENID, OK	8603	A	0	1	0	351,129.85	351,129.85	-	-	-
2597	HAND SEALER	8810	A	0	84	0	1,368.25	136.83	-	1,231.42	-
2609	SPRAYER, PAINT	8909	A	0	84	0	1,260.84	126.09	-	1,134.85	-
2619	BINS & RACKS	8907	A	0	84	0	12,500.00	-	-	12,500.00	-
2623	TRAILERS, SHOP	8907	A	0	84	0	6,750.00	-	-	6,750.00	-
2624	BINS, NUTS & BOLTS	8907	A	0	84	0	500.00	-	-	500.00	-
2625	TRANSMISSION JACK	8907	A	0	84	0	200.00	-	-	200.00	-
2626	RACKS, RAW MATERIAL	8907	A	0	84	0	1,000.00	-	-	1,000.00	-
2627	SHELFING, WOOD	8907	A	0	84	0	225.00	-	-	225.00	-
2628	SHELVING, METAL	8907	A	0	84	0	300.00	-	-	300.00	-
2666	PIPE THREADER	9004	A	0	84	0	2,834.44	283.44	-	2,551.00	-
2673	LIGHTS FOR LARGE PAING BOOTH	9005	A	0	60	0	4,458.21	445.82	-	4,012.39	-
2685	WELDER LINCOLN V300 LN-7	9304	A	0	84	0	823.61	82.36	-	741.25	-

IN CAP OF ASSETS OF FROD ASSETS & IN PROFFIDA

**GEFCO DEPRECIATION SCHEDULE**

ASSET NO.	ASSET DESCR	ACQ YMM	D M	AC PD	MAX STEPS	CURNT STEPS	ASSET COST	SALVAGE VALUE	CURR DEPR AMT	Apr-11 PREVIOUS DEPR	REMAINING DEPR
2687	WELDER LINCOLN V300 LN-7	9304	A	0	84	0	823.61	82.36	-	741.25	-
2688	WELDER LINCOLN V300 LN-7	9304	A	0	84	0	823.61	82.36	-	741.25	-
2689	WELDER LINCOLN V300 LN-7	9304	A	0	84	0	823.60	82.36	-	741.24	-
2692	ELECTROSTATIC PAINT SYSTEM	9309	A	0	84	0	17,839.63	1,783.96	-	16,055.67	-
2693	CUTOFF SAW SERIAL # 3-8740	9309	A	0	84	0	2,450.00	245.00	-	2,205.00	-
2695	LIGHTING FIXTURES PAINT BOOTH	9407	A	0	84	0	12,394.00	1,239.40	-	11,154.60	-
2698	LIQUID STORAGE CAB (QTY 4)	9503	A	0	84	0	2,879.50	28.80	-	2,850.80	-
2699	MOTCH REBUILD MACH 696	9508	A	0	84	0	71,243.84	7,124.38	-	64,119.46	-
2700	TOOLING FOR FLUID COMP	9505	A	0	84	0	1,236.30	12.36	-	1,223.94	-
2706	WELDER, LINCOLN DC-400	9512	A	0	84	0	3,695.86	-	-	3,695.86	-
2707	WELDER, LINCOLN DE-400	9512	A	0	84	0	3,695.86	-	-	3,695.86	-
2715	PAINT GUNS (2)	9607	A	0	60	0	1,523.50	-	-	1,523.50	-
2716	HYDRAULIC HOSE CLEANING	9608	A	0	60	0	2,654.55	26.55	-	2,628.00	-
2717	AIR DRYER FOR PAINT SHOP	9711	A	0	84	0	8,818.84	-	-	8,818.84	-
2721	WELDER MIG LINCOLN	9703	A	0	84	0	3,265.00	326.50	-	2,938.50	-
2723	WELDER MIG LINCOLN	9703	A	0	84	0	3,264.22	326.42	-	2,937.80	-
2724	1 TON COFFING ELECTRIC	9704	A	0	84	0	2,437.80	243.78	-	2,194.02	-
2725	TRW NELSON STUD WELDER	9703	A	0	60	0	5,198.00	-	-	5,198.00	-
2726	MILLING MACHINE 210 TF	9705	A	0	84	0	11,504.00	1,150.40	-	10,353.60	-
2728	WELDER	9707	A	0	84	0	1,827.60	182.76	-	1,644.84	-
2729	WELDER, LN7 GMA LINCOLN	9707	A	0	84	0	3,304.24	330.42	-	2,973.82	-
2732	WELDER MIG LINCOLN	9708	A	0	84	0	3,304.24	330.42	-	2,973.82	-
2734	GRATING SHOT BLAST	9711	A	0	84	0	9,601.92	-	-	9,601.92	-
2739	MACH 702 TOOL RETROFIT	9902	A	0	84	0	37,119.01	-	-	37,119.01	-
2740	HYDRAULIC OIL FILTER BUGGY	9810	A	0	60	0	1,486.74	-	-	1,486.74	-
2743	ALUM WIRE FED WELDER	9811	A	0	84	0	2,495.00	-	-	2,495.00	-
2744	CUTOFF SAW EVERETT 22"	9810	A	0	84	0	5,059.75	-	-	5,059.75	-
2748	MACH 285 DIGITAL READOUT	9902	A	0	84	0	1,385.00	-	-	1,385.00	-
2750	MACH 192 DIGITAL READOUT	9903	A	0	84	0	1,912.00	-	-	1,912.00	-
1500	FORK LIFT CLARK	8907	A	0	84	0	10,000.00	-	-	10,000.00	-
2753	HOTSY FOR PAINT DEPT	0009	A	0	84	0	3,800.00	-	-	3,800.00	-
2754	PAINT GUN	0009	A	0	84	0	4,520.00	-	-	4,520.00	-
2755	TEST CELL WEIGHT INDICATOR	0009	A	0	84	0	6,392.00	-	-	6,392.00	-
2757	PLASMA ARC REPAIRS	0009	A	0	84	0	17,203.27	-	-	17,203.27	-
2758	VTL BULLARD MACHINE # 585 REPAIR	0009	A	0	84	0	5,925.83	-	-	5,925.83	-
2760	PORTABLE HOTSY FOR SERVICE CNTR	0009	A	0	84	0	4,895.00	-	-	4,895.00	-
KOT1	KOT ASSETS TRANS FROM STD ALLOY	9912	A	0	84	0	11,332.13	-	-	11,332.13	-
2767	WELD STATION BAY 7	0012	A	0	84	0	7,055.82	-	-	7,055.82	-
2763	ELEVATOR TEST STAND	0109	A	0	84	0	8,582.48	-	-	8,582.48	-
2769	FOWLER MINIDIGITAL HEIGHT GAGE	0109	A	0	84	0	3,200.00	-	-	3,200.00	-
2774	WELD STATION ASSY	0109	A	0	84	0	4,154.54	-	-	4,154.54	-
2783	30K MAST WELD FIXTURE WF-0102	0112	A	0	84	0	3,092.44	-	-	3,092.44	-
2784	RAW MATERIAL RACK SE 553	0112	A	0	84	0	2,791.28	-	-	2,791.28	-
2780	NDE MAG PARTICLE TESTER	0112	A	0	84	0	3,312.47	-	-	3,312.47	-
2785	CUTTERMASTER END MILL GRINDER	0211	A	0	84	0	3,810.12	-	-	3,810.12	-



**GEFCO DEPRECIATION SCHEDULE**

ASSET NO.	ASSET DESCR	ACQ YMM	D M	AC PD	MAX STEPS	CURNT STEPS	ASSET COST	SALVAGE VALUE	CURR DEPR AMT	Apr-11 PREVIOUS DEPR	REMAINING DEPR
2805	N50M8012LT BAIL PATTERN	0604	A	0	60	0	8,700.00	-	-	-	-
2806	N50MB04Z Patern	0512	A	0	60	0	6,071.00	-	-	8,700.00	-
2808	K-C8124178 PATTERN	0604	A	0	60	0	4,355.00	-	-	6,071.00	-
2812	N6SX082 Bonnet Pattern	0712	A	0	60	0	8,250.00	-	-	4,355.00	-
2816	150 Ton Link Tooling	0806	A	0	60	0	27,800.00	-	137.50	5,837.50	2,612.50
2817	N25KRH 07 Investment Casting	0806	A	0	60	0	2,565.00	-	463.34	16,216.90	11,583.10
2818	N25KRH 08 Investment Casting	0806	A	0	60	0	2,760.00	-	42.75	1,486.25	1,068.75
2821	350 Ton Big Eye Links Tooling	0812	A	0	60	0	61,126.77	-	46.00	1,610.00	1,150.00
2823	35KT Tong Patterns & Tooling	0812	A	0	60	0	94,647.80	-	1,018.78	29,544.62	31,582.15
2824	150 Ton Big Eye Links Tooling	0907	A	0	60	0	69,300.00	-	1,577.46	45,746.34	48,801.46
GF1307	PATTERNS & MOLDS, ENID, OK								1,155.00	25,410.00	43,890.00
						24000-1-0-0	648,623.33	12.00	4,440.83	507,823.37	140,787.96
2807	RADIO, PORTABLE	8909	A	0	60	0	633.57	-	-	633.57	-
2808	RADIO, PORTABLE	8909	A	0	60	0	633.59	-	-	633.59	-
2741	SURFCAM COMPUTER & SOFTWARE	9810	A	0	60	0	12,270.42	-	-	12,270.42	-
GF1309	OFFICE MACH EQUIP, ENID										
						27000-1-0-0	13,537.58	-	-	13,537.58	-
2585	ROOF VENTS & FANS	8703	A	0	120	0	1,192.05	119.21	-	1,072.84	-
GF1331	MISC CONSTRUCTION, ENID, OK										
						26000-1-0-0	1,192.05	119.21	-	1,072.84	-
2682	TRAILER, BATON ROUGE	9207	A	0	60	0	4,180.88	-	-	4,180.88	-
2793	2003 CHEV 1/2 TON PICKUP	0303	A		80		14,827.00	-	-	14,827.20	-
GF4341	TRUCKS & TRAILERS, ENID										
						29000-1-0-0	19,007.88	-	-	19,008.08	-
GF7308	OFFICE FURN & FIX, HOUSTON										
						26000-1-0-0	-	-	-	-	-
COMPANY	CODE GF										
							7,943,200.27	1,627,330.70	13,489.85	4,827,738.81	1,488,130.96

STECCO DEPRECIATION SCHEDULE

ASSET NO.	GL ACCT	ASSET DESCR	ACQ YR	D M	AC PD	MAX STEPS	CURRNT STEPS	ASSET COST	SALVAGE VALUE	APR-71		
										CURR DEPR AMT	PREVIOUS DEPR	REMAINING DEPR
0001		WELDER, MILLER CR-3004JH238230	8905	A	0	84	0	2,600.00	260.00	-	2,340.00	-
0002		WELDER, MILLER CR-3004JH237205	8905	A	0	84	0	2,600.00	260.00	-	2,340.00	-
0003		WELDER, MILLER CR-3004JH237204	8905	A	0	84	0	2,600.00	260.00	-	2,340.00	-
0004		WELDER, MILLER CR-3004JH238223	8905	A	0	84	0	2,600.00	260.00	-	2,340.00	-
0005		WELDER, MILLER CR-3004JH238228	8905	A	0	84	0	2,600.00	260.00	-	2,340.00	-
0006		WELDER, MILLER CR-3004JH238222	8905	A	0	84	0	2,600.00	260.00	-	2,340.00	-
0007		WELDER, MILLER CR-300ND SRR#	8905	A	0	84	0	1,433.33	143.33	-	1,290.00	-
0008		WELDER, MILLER CR-300 NO SRR#	8905	A	0	84	0	1,433.33	143.33	-	1,290.00	-
0009		WELDER, MILLER CR-300 NO SRR#	8905	A	0	84	0	1,433.33	143.33	-	1,290.00	-
0010		WELDER, MILLER CR-300 NO SRR#	8905	A	0	84	0	1,433.33	143.33	-	1,290.00	-
0011		WELDER, MILLER CR-300 NO SRR#	8905	A	0	84	0	1,433.33	143.33	-	1,290.00	-
0012		WELDER, MILLER CR-300 NO SRR#	8905	A	0	84	0	1,433.33	143.33	-	1,290.00	-
0013		WELDER, LINCOLN SR#AC21324	8905	A	0	84	0	2,000.00	200.00	-	1,800.00	-
0014		WELDER, LINCOLN SR#AC21324	8905	A	0	84	0	2,000.00	200.00	-	1,800.00	-
0015		WELDER, MILLER SR#W628728	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0016		WELDER, MILLER SR#W628728	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0017		WELDER, MILLER SR#W628727	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0018		WELDER, MILLER SR#W628727	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0019		WELDER, MILLER SR#W628727	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0020		WELDER, MILLER SR#W628727	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0021		WELDER, MILLER SR#W628727	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0022		WELDER, MILLER SR#W628726	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0023		WELDER, AIRCO SR#G902224	8905	A	0	84	0	800.00	80.00	-	720.00	-
0024		WELDER, MILLER SR#G902224	8905	A	0	84	0	800.00	80.00	-	720.00	-
0025		WELDER, LINCOLN SR#G125145	8905	A	0	84	0	2,000.00	200.00	-	1,800.00	-
0026		WELDER, LINCOLN SR#G125145	8905	A	0	84	0	2,000.00	200.00	-	1,800.00	-
0027		WELDER, LINCOLN SR#G125145	8905	A	0	84	0	2,000.00	200.00	-	1,800.00	-
0028		WELDER, AIRCO SR#G123888	8905	A	0	84	0	2,000.00	200.00	-	1,800.00	-
0029		WELDER, AIRCO SR#G123888	8905	A	0	84	0	2,000.00	200.00	-	1,800.00	-
0030		WELDER, MILLER SR#K2911	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0031		WELDER, MILLER SR#K2911	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0032		WELDER, AIRCO SR#H21473	8905	A	0	84	0	800.00	80.00	-	720.00	-
0033		WELDER, AIRCO SR#H21473	8905	A	0	84	0	800.00	80.00	-	720.00	-
0034		WELDER, LINCOLN SR#AC14508	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0035		WELDER, LINCOLN SR#AC14508	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0036		WELDER, AIRCO SR#H21473	8905	A	0	84	0	800.00	80.00	-	720.00	-
0037		WELDER, AIRCO SR#H21473	8905	A	0	84	0	800.00	80.00	-	720.00	-
0038		WELDER, LINCOLN SR#H21473	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0039		WELDER, MILLER SR#W628733	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0040		WELDER, MILLER SR#W628733	8905	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0041		WELDER, MILLER SR#W628730	8905	A	0	84	0	1,500.00	150.00	-	1,350.00	-
0042		WELDER, MILLER SR#W628730	8905	A	0	84	0	1,500.00	150.00	-	1,350.00	-

ASSET NO.	GL ACCT	ASSET DESCR	ACQ YMM	D M	AC PD	MAX STEPS	CURNT STEPS	ASSET COST	SALVAGE VALUE	CURR DEPR AMT	PREVIOUS DEPR	REMAINING DEPR
0043		WELDER, MILLER SR #HG662845	8805	A	0	84	0	1,600.00	160.00	-	1,440.00	-
0044		WELDER, MILLER SR #W524565	8805	A	0	84	0	1,600.00	160.00	-	1,440.00	-
0045		WELDER, LINCOLN SR #AC4013504	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0046		WELDER, LINCOLN SR #AC421481	8805	A	0	84	0	1,600.00	160.00	-	1,440.00	-
0047		WELDER, MILLER SR #HC664850	8805	A	0	84	0	1,600.00	160.00	-	1,440.00	-
0048		WELDER, LINCOLN SR #AC467854	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0049		WELDER, AIRCO SR #RC903236	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0050		WELDER, MILLER SR #HD663647	8805	A	0	84	0	1,600.00	160.00	-	1,440.00	-
0051		WELDER, MILLER SR #W528735	8805	A	0	84	0	1,600.00	160.00	-	1,440.00	-
0052		WELDER, LINCOLN SR #AC421478	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0053		WELDER, MILLER SR #W528735	8805	A	0	84	0	1,600.00	160.00	-	1,440.00	-
0054		WELDER, AIRCO SR #RG905213	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0055		WELDER, MILLER SR #W528734	8805	A	0	84	0	2,100.00	210.00	-	1,890.00	-
0056		WELDER, MILLER SR #71-564900	8805	A	0	84	0	1,300.00	130.00	-	1,170.00	-
0057		WELDER, LINCOLN SR #AC441023	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0058		WELDER, AIRCO SR #RG906374	8805	A	0	84	0	2,000.00	200.00	-	1,800.00	-
0059		WELDER, LINCOLN AC461704	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0060		WELDER, LINCOLN SR #AC434811	8805	A	0	84	0	1,600.00	160.00	-	1,440.00	-
0081		WELDER, AIRCO SR #S143080	8805	A	0	84	0	2,100.00	210.00	-	1,890.00	-
0052		WELDER, MILLER SR #JA366121	8805	A	0	84	0	2,800.00	280.00	-	1,800.00	-
0083		WELDER, MILLER SR #JG125146	8805	A	0	84	0	2,000.00	200.00	-	1,800.00	-
0084		WELDER, MILLER SR #JA366120	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0085		WELDER, MILLER SR #71-664899	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0086		WELDER, MILLER SR #S433183	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0087		WELDER, MILLER SR #P357183	8805	A	0	84	0	1,600.00	160.00	-	1,440.00	-
0088		WELDER, MILLER SR #HD663846	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0089		WELDER, AIRCO SR #RG906372	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0070		WELDER, MILLER SR #W528732	8805	A	0	84	0	1,600.00	160.00	-	1,440.00	-
0071		WELDER, MILLER SR #70-543603	8805	A	0	84	0	800.00	80.00	-	720.00	-
0072		WELDER, MILLER SR #R383078	8805	A	0	84	0	2,100.00	210.00	-	1,890.00	-
0073		WELDER, WORLD-WIDE SR #60518	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0074		WELDER, MILLER SR #71-56286	8805	A	0	84	0	2,100.00	210.00	-	1,890.00	-
0075		WELDER, MILLER SR #72-652228	8805	A	0	84	0	800.00	80.00	-	720.00	-
0076		WELDER, MILLER SR #P330230	8805	A	0	84	0	1,600.00	160.00	-	1,440.00	-
0077		WELDER, MILLER SR #71-581-365	8805	A	0	84	0	2,100.00	210.00	-	1,890.00	-
0078		WELDER, AIRCO SR #E756798	8805	A	0	84	0	800.00	80.00	-	720.00	-
0079		WELDER, MILLER SR #HD663848	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0080		WELDER, HOBERT SR #12TW2188	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0081		WELDER, MILLER SR #JA366141	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0082		WELDER, MILLER SR #JG122370	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0083		WELDER, MILLER SR #P330P31	8805	A	0	84	0	800.00	80.00	-	720.00	-
0084		WELDER, MILLER SR #HD2172	8805	A	0	84	0	800.00	80.00	-	720.00	-
0085		WELDER, LINCOLN SR #AC421455	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0086		WELDER, MILLER SR #70-543602	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0087		WELDER, MILLER SR #HC422637	8805	A	0	84	0	2,000.00	200.00	-	1,800.00	-
0088		WELDER, MILLER SR #W625731	8805	A	0	84	0	800.00	80.00	-	720.00	-
0089		WELDER, MILLER SR #W625736	8805	A	0	84	0	800.00	80.00	-	720.00	-
0090		WELDER, MILLER SR #HD662853	8805	A	0	84	0	800.00	80.00	-	720.00	-
0091		WELDER, MILLER SR #HD663836	8805	A	0	84	0	800.00	80.00	-	720.00	-
0092		WELDER, MILLER SR #K239980	8805	A	0	84	0	1,600.00	160.00	-	1,440.00	-
0093		WELDER, MILLER SR #SA266144	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0094		WELDER, LINCOLN SR #AC421477	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0095		WELDER, MILLER SR #T1487738	8805	A	0	84	0	800.00	80.00	-	720.00	-
0096		WELDER, AIRCO SR #E786943	8805	A	0	84	0	1,600.00	160.00	-	1,440.00	-
0097		WELDER, LINCOLN SR #AC416041	8805	A	0	84	0	1,400.00	140.00	-	1,260.00	-
0099		30 (20K) ALUMINUM GUNS	8805	A	0	84	0	52,000.00	5,200.00	-	48,800.00	-
0100		SPARE PARTS, MISC	8805	A	0	84	0	129,000.00	12,900.00	-	116,100.00	-
0101		HAND TOOLS, MISC	8805	A	0	84	0	9,500.00	950.00	-	8,550.00	-



ASSET NO.	GL ACCT	ASSET DESCR	ACQ YMMK	B M	AC RQ	MAX STEPS	CURNT STEPS	ASSET COST	SALVAGE VALUE	CURR DEPR AMT	PREVIOUS DEPR	REMAINING DEPR
0102		POWER TOOLS, MISC	8805	A	0	84	0	3,800.00	380.00	-	3,420.00	-
0103		GRINDER, BALDOR (6821211) 3/4	8805	A	0	84	0	100.00	10.00	-	90.00	-
0104		ABRASIVE CUT-OFF MCH 14" MILWA	8805	A	0	84	0	7,700.00	770.00	-	6,930.00	-
0105		HOIST, ELEC CM 2-TON	8805	A	0	84	0	1,600.00	160.00	-	1,440.00	-
0106		H-FRAME SHOP PRESS, MANLEY 25T	8805	A	0	84	0	3,000.00	300.00	-	2,700.00	-
0107		GRINDER, BALDOR SR #21211 3/4	8805	A	0	84	0	100.00	10.00	-	90.00	-
0108		HYDRAULIC SHEAR, CIN 3DLX3/8"	8805	A	0	84	0	138,000.00	13,800.00	-	124,200.00	-
0109		PRESS BREAK, CIN MOD 300H	8805	A	0	84	0	95,000.00	9,500.00	-	85,500.00	-
0110		BENCH GRINDER, BALDOR 3/4HP	8805	A	0	84	0	100.00	10.00	-	90.00	-
0111		BENCH GRINDER, MILWAUKEE 3/4HP	8805	A	0	84	0	100.00	10.00	-	90.00	-
0112		GRINDER-BALDOR 810-163-4, 1-1/2	8805	A	0	84	0	100.00	10.00	-	90.00	-
0113		SHEAR, CININNATI MO1812#13870	8805	A	0	84	0	62,400.00	6,240.00	-	56,160.00	-
0114		PRESS BREAK, CIN SERIES 9X12	8805	A	0	84	0	64,800.00	6,480.00	-	58,320.00	-
0115		PLATE BENDING ROLL, CLEVELAND	8805	A	0	84	0	6,500.00	650.00	-	5,850.00	-
0116		WELDING JIG	8902	A	0	84	0	5,289.00	928.90	-	4,360.10	-
0117		SKID LIFTER	8902	A	0	84	0	2,884.00	288.40	-	2,595.60	-
0118		CHASSIS TURNER	8903	A	0	84	0	1,977.00	197.70	-	1,779.30	-
0119		AUTO WELDER	8903	A	0	84	0	15,385.00	1,538.50	-	13,846.50	-
0120		AUTO WELDER	8904	A	0	84	0	10,307.00	1,030.70	-	9,276.30	-
0121		TEST UNIT TP-55	8905	A	0	84	0	5,634.00	563.40	-	5,070.60	-
0122		SERIAL NUMBER MACHINE	8905	A	0	84	0	802.00	80.20	-	721.80	-
0123		AUTO WELDING JIGS	8908	A	0	84	0	1,247.00	124.70	-	1,122.30	-
0124		AUTO WELDING JIGS	8907	A	0	84	0	420.00	42.00	-	378.00	-
0125		HUCK TOOL	8909	A	0	84	0	2,324.00	232.40	-	2,091.60	-
0126		HUCK POWER RIG HOSE KIT	8910	A	0	84	0	3,532.00	353.20	-	3,178.80	-
0127		MOTORIZED HEAD & TAIL WELDER	8909	A	0	84	0	15,000.00	1,500.00	-	13,500.00	-
0129		TRAILER, STECO DROP DECK 40'	8805	A	0	84	0	10,000.00	1,000.00	-	9,000.00	-
0130		TRAILER, STECO DROP SECK, 40'	8805	A	0	84	0	10,000.00	1,000.00	-	9,000.00	-
0131		TRAILER, STECO, DROP DECK 40'	8805	A	0	84	0	10,000.00	1,000.00	-	9,000.00	-
0132		TRAILER STECO FLAT BED 45'	8805	A	0	84	0	10,500.00	1,050.00	-	9,450.00	-
0133		MILLER TRAILBLAZER	8806	A	0	84	0	2,800.00	280.00	-	2,520.00	-
0134		SOLVENT RECOVERY UNIT	8907	A	0	120	0	856.00	85.60	-	770.40	-
0135		SOLVENT RECOVERY UNIT	8908	A	0	120	0	20.00	2.00	-	18.00	-
0136		SOLVENT RECOVERY UNIT	8910	A	0	120	0	922.00	92.20	-	829.80	-
0137		SOLVENT RECOVERY UNIT	8911	A	0	120	0	3,662.00	366.20	-	3,295.80	-
0138		PLANT EQUIPMENT, LADDERS, JIGS, E	8805	A	0	84	0	47,100.00	4,510.00	-	42,590.00	-
0146		MOBILE RADIO AT PENN LOCATION	8905	A	0	84	0	1,472.00	147.20	-	1,324.80	-
0147		MOBILE RADIO AT PENN LOCATION	8905	A	0	84	0	1,472.00	147.20	-	1,324.80	-
0148		MOBIL RADIOS W/CHARGERS	8807	A	0	84	0	1,092.00	109.20	-	982.80	-
0149		MOBIL RADIOS W/CHARGERS	8810	A	0	84	0	1,092.00	109.20	-	982.80	-
0151		MOBIL RADIO, MOTOROLA	9107	A	0	84	0	424.00	42.40	-	381.60	-
0174		FAB CENTER	9404	A	0	84	0	7,669.53	536.00	-	7,133.53	-
0175		BANDSAW, W/S 118, 230 3PH	9411	A	0	84	0	5,360.00	536.00	-	4,824.00	-
0176		YARD MULE REPAIRS (NEW ENGIN)	9504	A	0	60	0	9,415.36	-	-	9,415.36	-
0181	22000	(3)SEARS TOOL BOXES W/TOOLS	9604	A	0	84	0	900.29	90.29	-	810.00	-
0183	22000	BOTTOM BLOCK & UPPER SHEAVE	9607	A	0	84	0	2,670.94	267.09	-	2,403.85	-
0184	22000	HUCK TOOL & NOSE ASSY 202	9610	A	0	60	0	1,099.00	109.90	-	989.10	-
0188	22000	ESAB PCM-10001 PLASMA	9701	A	0	84	0	3,466.77	346.68	-	3,120.09	-
0187	22000	HUCK TOOL & NOSE ASSY 230	9703	A	0	84	0	1,061.00	106.10	-	954.90	-
0188	22000	HUCK TOOL ASSY, 1/4" MS-STD	9706	A	0	84	0	1,242.00	124.20	-	1,117.80	-
0191	22000	WELDER, MLR #8-M21117/38107	9709	A	0	84	0	1,900.00	190.00	-	1,710.00	-
0192	22000	WELDER, MLR #8-M21118/381074	9709	A	0	84	0	1,900.00	190.00	-	1,710.00	-
0193	22000	WELDER, #8-M21123/479143	9709	A	0	84	0	1,900.00	190.00	-	1,710.00	-
0182	26000	MOBILE RADIO W/CHARGER (4)	9605	A	5	60	0	1,818.46	181.84	-	1,636.62	-
0190	26000	PORTABLE RADIOS SP50 MOTOROLA	9708	A	0	60	0	1,583.40	158.34	-	1,425.06	-
0194	26000	PORTABLE RADIO SP50 MOTOROLA	9711	A	0	60	0	395.85	39.58	-	356.27	-
0195	26000	PORTABLE RADIOS SP50 MOTOROLA	9711	A	0	60	0	395.85	39.58	-	356.27	-
0200	22000	SELF DUMPING HOPPERS	9803	A	0	60	0	2,800.00	-	-	2,800.00	-

ASSET NO.	GL ACCT	ASSET DESCR	ACQ YMM	D M	AC PD	MAX STEPS	CURNT STEPS	ASSET COST	SALVAGE VALUE	CURR DEPR AMT	PREVIOUS DEPR	REMAINING DEPR
0201	22000	JIG TABLE TITAN STYLE DUMP	8903	A	0	60	0	3,000.00	-	-	3,000.00	-
0202	22000	REWORK BLADE ON LARGE SHEAR	9804	A	0	84	0	4,200.00	-	-	4,200.00	-
0204	22000	SELF DUMPING HOPPERS	9811	A	0	60	0	4,200.00	-	-	4,200.00	-
0205	22000	MILLER WELDER SNKJ202465	1198	A	0	84	0	1,887.32	188.73	-	1,698.59	-
0206	22000	MILLER WELDER SN-KJ202463	1198	A	0	84	0	1,887.32	188.73	-	1,698.59	-
0207	22000	MILLER WELDER SN-KJ202466	1198	A	0	84	0	1,887.32	188.73	-	1,698.59	-
0210	22000	RAW MATERIAL RACK	9804	A	0	60	0	4,312.05	-	-	4,312.05	-
0211	22000	WELDER, MLR KJ270271, KJ272169	9906	A	0	60	0	1,846.06	184.60	-	1,661.46	-
0212	22009	WELDER, MLR KJ270272, KJ272173	9906	A	0	60	0	1,846.06	184.60	-	1,661.46	-
0213	22000	MACHINERY & EQUIPMENT	9907	A	0	60	0	1,887.32	188.73	-	1,698.59	-
0214	22000	WELDER, MLR KK118493-KK124050	789	A	0	60	0	1,887.32	188.73	-	1,698.59	-
0215	22000	BANDS W/ON S/TX 2180RSET09/ASST	1000	A	0	60	0	781.00	-	-	781.00	-
0216	22000	FAX MACHINE AT PENN LOCATION	9307	A	0	84	0	1,253.45	-	-	1,253.45	-
0217	22000	PRINTERS, EPSON LQ1170	9310	A	0	60	0	1,056.38	-	-	1,056.38	-
0218	22000	PRINTER, EPSON LQ1170	9310	A	0	60	0	1,056.37	-	-	1,056.37	-
0219	22000	COMPUTER, COMPAQ PROLINE 425S	9306	A	0	60	0	1,840.58	-	-	1,840.58	-
0220	22000	PRINTER, CANNON BJ-200	9306	A	0	80	0	364.93	-	-	364.93	-
0221	22000	PRINTER, CANON, BUBBLE JET	9305	A	0	35	0	517.60	-	-	517.60	-
0222	22000	COMPUTER, 1995 LEADING EDGE	9504	A	0	60	0	1,397.48	-	-	1,397.48	-
0223	26000	586 PENT. 850 MEG HD CCMPUTER	9612	A	0	60	0	1,053.50	-	-	1,053.50	-
0224	26000	COMPUTER ASHT-2338B	9803	A	0	60	0	1,144.31	-	-	1,144.31	-
0225	22000	SPRING ROLLER	9804	A	0	60	0	1,774.79	-	-	1,774.79	-
0226	22000	SPRING ROLLER	9804	A	0	60	0	2,150.00	-	-	2,150.00	-
0227	22000	SPRING ROLLER	9804	A	0	60	0	1,250.00	-	-	1,250.00	-
0228	22000	SPRING ROLLER	9804	A	0	60	0	750.00	-	-	750.00	-
0229	22000	SPRING ROLLER	9804	A	0	60	0	1,350.00	-	-	1,350.00	-
0230	22000	SPRING ROLLER	9804	A	0	60	0	1,800.00	-	-	1,800.00	-
0231	22000	SPRING ROLLER	9804	A	0	60	0	3,000.00	-	-	3,000.00	-
0232	22000	SPRING ROLLER	9805	A	0	60	0	1,700.00	-	-	1,700.00	-
ST 1020		MACHINERY & EQUIPMENT						1,500,442.29	141,431.79	5,988.11	1,036,556.27	317,189.32
0145		TYPEWRITER, AT PENN LOCATION	8911	A	0	84	0	781.00	-	-	781.00	-
0152		FAX MACHINE, AT PENN LOCATION	9307	A	0	84	0	1,253.45	-	-	1,253.45	-
0163		PRINTERS, EPSON LQ1170	9310	A	0	60	0	1,056.38	-	-	1,056.38	-
0164		PRINTER, EPSON LQ1170	9310	A	0	60	0	1,056.37	-	-	1,056.37	-
0165		COMPUTER, COMPAQ PROLINE 425S	9306	A	0	60	0	1,840.58	-	-	1,840.58	-
0166		PRINTER, CANNON BJ-200	9306	A	0	80	0	364.93	-	-	364.93	-
0167		PRINTER, CANON, BUBBLE JET	9305	A	0	35	0	517.60	-	-	517.60	-
0173		COMPUTER, 1995 LEADING EDGE	9504	A	0	60	0	1,397.48	-	-	1,397.48	-
0185	26000	586 PENT. 850 MEG HD CCMPUTER	9612	A	0	60	0	1,053.50	-	-	1,053.50	-
0196	26000	COMPUTER ASHT-2338B	9803	A	0	60	0	1,144.31	-	-	1,144.31	-
0221	22000	SPRING ROLLER	9804	A	0	60	0	1,774.79	-	-	1,774.79	-
0222	22000	SPRING ROLLER	9804	A	0	60	0	2,150.00	-	-	2,150.00	-
0223	22000	SPRING ROLLER	9804	A	0	60	0	1,250.00	-	-	1,250.00	-
0224	22000	SPRING ROLLER	9804	A	0	60	0	750.00	-	-	750.00	-
0225	22000	SPRING ROLLER	9804	A	0	60	0	1,350.00	-	-	1,350.00	-
0226	22000	SPRING ROLLER	9804	A	0	60	0	1,800.00	-	-	1,800.00	-
0227	22000	SPRING ROLLER	9804	A	0	60	0	3,000.00	-	-	3,000.00	-
0228	22000	SPRING ROLLER	9805	A	0	60	0	1,700.00	-	-	1,700.00	-
ST 1020		OFFICE MACHINERY & EQUIPMENT						41,884.93	372.53	-	41,512.40	-
0173		RAILCAR JIG	9403	A	0	64	0	1,774.79	-	-	1,774.79	-
0175		DIE #14100, ALM. DEAD HINGE	9604	A	0	60	0	2,150.00	-	-	2,150.00	-
0176		DIE #14101, ALM. LIVE HINGE	9604	A	0	60	0	1,250.00	-	-	1,250.00	-
0177		DIE #14102	9604	A	0	60	0	750.00	-	-	750.00	-
0178		DIE #14103, AGRI TOP RAIL	9604	A	0	60	0	1,350.00	-	-	1,350.00	-
0179		DIE #14105, ALM. REAR POST	9604	A	0	60	0	1,800.00	-	-	1,800.00	-
0180		DIE #14106, ALM. AGRI RUB RAIL	9804	A	0	60	0	3,000.00	-	-	3,000.00	-
0203		8" TOP RAIL	9805	A	0	60	0	1,700.00	-	-	1,700.00	-

ASSET NO.	GL ACCT	ASSET DESCR	ACQ YMM	D M	AC PD	MAX STEPS	CURNT STEPS	ASSET COST	SALVAGE VALUE	CURR DEPR AMT	PREVIOUS DEPR	REMAINING DEPR
0208		DIE CHARGE 7.125 RUB RAIL	9902	A	0	60	0	2,880.00	-	-	2,880.00	-
0209		DIE CHARGE 7.75 RUB RAIL	9902	A	0	60	0	2,880.00	-	-	2,880.00	-
[REDACTED SECTION]												
ST1021								161,074.39	13,419.73	1,601.31	119,283.25	28,879.62
0139		DESK, AT PENN LOCATION	8934	A	0	84	0	238.00	-	-	238.00	-
0140		CHAIR, AT PENN LOCATION	8905	A	0	84	0	260.50	-	-	260.50	-
0141		CHAIR, AT PENN LOCATION	8905	A	0	84	0	260.50	-	-	260.50	-
0142		CREDENZA, AT PENN LOCATION	8905	A	0	84	0	330.00	-	-	330.00	-
0143		FILE, AT PENN LOCATION	8905	A	0	84	0	213.00	-	-	213.00	-
0144		TV /VCR, AT PENN LOCATION	8906	A	0	84	0	837.00	83.70	-	753.30	-
0153		CHAIR, SIDE BLACK STEEL	9306	A	0	84	0	161.29	16.13	-	145.16	-
0154		CHAIR, SIDE BLACK STEEL	9306	A	0	84	0	161.29	16.13	-	145.16	-
0155		CHAIR, SIDE BLACK STEEL	9306	A	0	84	0	161.29	16.13	-	145.16	-
0156		CHAIR, SIDE BLACK STEEL	9306	A	0	84	0	161.29	16.13	-	145.16	-
0157		CHAIR, EXECUTIVE LEATHER BLACK	9306	A	0	84	0	431.92	43.19	-	388.73	-
0158		CHAIR, EXECUTIVE LEATHER BLACK	9306	A	0	84	0	431.92	43.19	-	388.73	-
0159		DESK, EXECUTIVE GRAY MASONITE	9306	A	0	84	0	553.97	55.40	-	498.57	-
0160		TABLE, TYPEWRITER GRAY MASONIT	9306	A	0	84	0	162.38	16.24	-	146.14	-
0161		TABLE, TYPEWRITER GRAY MASONIT	9306	A	0	84	0	152.37	16.24	-	146.13	-
0162		CREDENZA, GRAY MASONITE	9306	A	0	84	0	323.75	32.38	-	291.37	-
0171		WORK CENTER - STEVE 2 DESK,	9311	A	0	60	0	723.37	-	-	723.37	-
0172		CHAIR, EXECUTIVE, GRAY - STEVE	9311	A	0	60	0	259.94	-	-	259.94	-
0174		NIMLOK K-30 SHOW DISPLAY	9603	A	0	84	0	9,744.83	-	-	9,744.83	-
ST1030								15,974.09	354.41	4.24	15,538.70	40.58
TRUCKS								24,763.05	2,476.31	464.31	13,929.25	7,893.19
CIP												

ASSET NO.	GL ACCT	ASSET DESC	ACQ D M Y	AC PD	MAX STEPS	CURRNT STEPS	ASSET COST	SALVAGE VALUE	CURR DEPR AMT	PREVIOUS DEPR	REMAINING DEPR
COMPANY		CODE ST									
**REPO		RT TOTALS					2,434,008.49	158,096.77	10,883.57	1,574,053.32	893,598.63
							2,434,008.49	158,096.77	10,883.57	1,574,053.32	893,598.63

**OWNED MOTOR VEHICLES**

**GEFCO:**

<b><u>Owner Title Registration</u></b>	<b><u>Vehicle Identification Number</u></b>	<b><u>Description/Model</u></b>
Lasalle National Leasing Corp.	1FTRF12W06KB73334	2006 Ford F150
Lasalle National Leasing Corp.	1FTSX215X6EB93859	2006 Ford F250
GEORGE E. FAILING COMPANY (GEFCO)	1W91C482X4M288037	2004 Wilken Trailer
P & K EQUIPMENT INC	M00CXRA052768	2007 Gator CX
GEFCO	4R7BU1823T0	TOPHAT CARH TRLR

**STECO:**

<b><u>Owner Title Registration</u></b>	<b><u>Vehicle Identification Number</u></b>	<b><u>Description/Model</u></b>
STECO A DIVISION OF BLUE TEE CORP.	1C9BB3484JM110098	1988 Clements trailer

**GEFCO: LEASED ASSETS**

<b><u>Owner/Lessor</u></b>	<b><u>Model/ Identification Number</u></b>	<b><u>Description</u></b>
DOOSAN GLOBAL FINANCE	MM-00332	Lift Truck
DOOSAN GLOBAL FINANCE	MM-00333	Lift Truck
DOOSAN GLOBAL FINANCE	PI-00261	Forklift
DOOSAN GLOBAL FINANCE	PI-00221	Forklift
La Salle National Leasing Corp.	1gchk29k97e561937	2007 Chevy Silverado
XEROX	VXX-001020	Accounting
XEROX	VXX-001027	Material Control
XEROX	VXX-001030	Engineering
XEROX	LBP-255214	Parts
XEROX	PBB-008918	Color- Sales
PITNEY BOWES	DG00 & 1FW4	Subscription/Meter Rental

**STECO:**    *LEASED*

<u>Owner</u>	<u>Model/ Identification Number</u>	<u>Description</u>
MARLIN LEASING	ARP35/1872	LASER PRINTER
WESTQUIP (TOYOTA MOTOR CREDIT)	7FGKU40-70408	2010 FORKLIFT
LASALLE NATIONAL LEASING CORPORATION	VARIOUS	26-MILLER WELDERS

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**SCHEDULE 2.2(f)**

**EXCLUDED INVENTORY IDENTIFIED BY BUYER AND USED TRAILERS**

**Please see attached.**



Steco Inv 09-30-11 Report 1

Part #	Description	Std Cost	Qty	Ext Cost	P/M	CC	Last Count	Last Receipt	Last Usage	Receipt Year 1	Receipt Year 2	Usage Year 1	Usage Year 2	Mo's last used	1/3-1/3 Reserve	1/3-1/3 Reserve	Units On Hand	2 Yr Usage	Excess Quantity	Excess 3	Greater of the 2	net Inventory	
																							Onhand
ST-30422	SUSP. LOAD CELL SYS NEWAY	2,144.25	4	8,565.00	P	B9	8/31/2011	12/31/1999	-	-	-	-	-	100	100.00%	8,565	4	-	4	8,565.00	8,565.00	-	
ST-30108	ADUSTR. SLK AUTO RHWLCLGN	52.68	125	6,584.63	P	B7	8/31/2011	10/29/2011	-	-	-	-	-	100	100.00%	6,585	125	-	125	6,584.63	6,584.63	(0.01)	
ST-61101-2	RUB RAIL, ALM. 7 1/8" X 102W	10.75	983	10,562.34	P	A3	8/31/2011	4/19/2010	9/29/2011	-	2,502	(33)	(372)	9/29/11	-	-	983	485	518	5,565.91	5,565.91	4,996.43	
ST-31515	VALVE, 7 SPOOL, PVS32	3,894.43	1	3,894.43	P	B4	8/31/2011	8/18/2008	8/8/2011	-	-	(1)	1	08/08/11	-	-	1	-	1	3,894.43	3,894.43	-	
ST-60901	SHEET, ALM. 160 54544H34	6.00	6,678	40,068.00	P	A3	8/31/2011	8/14/2008	9/30/2011	-	-	(870)	(5,162)	0/30/11	-	-	6,678	6,032	646	3,876.00	3,876.00	36,192.00	
ST-31006	MANIFOLD, REKROTH, FOR TP-77	2,500.00	1	2,500.00	P	B4	8/31/2011	11/10/1999	-	-	-	-	-	100	100.00%	2,500	1	-	1	2,500.00	2,500.00	-	
ST-60904	SHEET ALM. 190 6061-76	6.24	363	2,265.12	P	A3	8/31/2011	10/31/2008	9/30/2011	-	-	-	-	(31)	09/30/11	-	363	31	332	2,071.68	2,071.68	193.44	
ST-31502	ROLLER, GRAVITY 2" BF, 4" OD	115.31	16	1,844.96	P	B7	8/31/2011	7/21/2009	9/29/2009	-	-	-	-	09/29/09	24	33.33%	615	16	-	16	1,844.96	1,844.96	-
ST-61102	TARP BOW, 3" ALUM EXTRUSION	1.92	1,030	1,973.48	P	A3	8/31/2011	4/7/2010	9/29/2011	-	1,936	-	-	(184)	09/29/11	-	1,030	184	846	1,620.94	1,620.94	352.54	
ST-31230	VALVE, CONTROL WALVOIL DBL SPL	1,573.48	1	1,573.48	P	B4	8/31/2011	7/14/2009	9/30/2011	-	-	-	-	01/15/10	20	-	1	-	1	1,573.48	1,573.48	-	
ST-61128	EXTRUSION, SIDE WALL SMOOTH	12.10	784	9,240.56	P	A3	8/31/2011	5/1/2007	9/29/2011	-	-	-	-	06/20/11	-	-	784	638	126	1,523.97	1,523.97	7,716.61	
ST-60293	BAR, ALM FLAT 3/8 X 3 8061-76	2.00	777	1,554.00	P	A3	8/31/2011	7/31/2009	9/30/2011	-	-	-	-	09/30/11	-	-	777	27	750	1,500.00	1,500.00	54.00	
ST-61103	RUB RAIL, ALM, 4" C512776	6.40	1,253	8,016.69	P	A3	8/31/2011	7/8/2008	9/30/2011	-	-	-	-	(164)	(897)	09/30/11	-	1,253	1,061	192	1,228.42	1,228.42	6,788.28
ST-61134	CHANNEL, RUB HAT ALUM X 200"	54.45	20	1,089.94	P	A3	8/31/2011	2/24/2009	9/30/2011	-	-	-	-	09/30/11	-	-	20	-	20	1,089.94	1,089.94	-	
ST-21325	DRAFTARM, FRONT HSD 24"	1,063.20	1	1,063.20	P	B6	8/31/2011	10/15/2009	-	-	-	-	-	10/15/09	23	-	1	-	1	1,063.20	1,063.20	-	
ST-21194	PIN PLATE, QUARTER FRAME HSD	948.60	1	948.60	M	B6	8/31/2011	10/15/2009	4/17/2009	-	-	-	-	10/15/09	23	-	1	-	1	948.60	948.60	-	
ST-SHV-615900	SHEAVE, 7/8 X 11"	50.00	16	800.00	P	B7	8/31/2011	11/02/2008	-	-	-	-	-	11/02/08	58	100.00%	800	16	-	16	800.00	800.00	-
ST-61107	EXTRUSION, TAILGATE ALUM	4.34	271	1,178.41	P	A3	8/31/2011	11/23/2008	9/29/2011	-	-	-	-	(25)	(94)	09/29/11	-	271	119	152	659.83	659.83	518.58
ST-31743-1	PLATE, REEL SIDE 79" RIG-H	605.00	1	605.00	P	B7	8/31/2011	5/19/2010	8/9/2011	-	-	-	-	08/09/11	1	-	1	-	1	605.00	605.00	-	
ST-51051	TUBE, RND, STL. 3-1/2 X 1/2 WL	22.77	26	591.94	P	A2	8/31/2011	2/19/2009	8/23/2009	-	-	-	-	09/23/09	24	33.33%	187	26	-	26	591.94	591.94	-
ST-21325	DRAFTARM, REAR HSD 24"	518.97	1	518.97	M	B6	8/31/2011	10/15/2009	-	-	-	-	-	10/15/09	23	-	1	-	1	518.97	518.97	-	
ST-61131	REAR POST, SMOOTH SIDE ALM	15.71	335	5,262.52	P	A3	8/31/2011	5/1/2007	9/30/2011	-	-	-	-	(192)	(111)	09/30/11	-	335	309	32	502.69	502.69	4,759.83
ST-20089	HINGE, PLANO 3/16" X 3" W/1/2"	8.02	111	889.89	P	B7	8/31/2011	6/16/2010	9/23/2011	-	96	(10)	(42)	09/23/11	-	-	111	52	59	473.00	473.00	416.88	
ST-31511-1	TARP, MIGHTY MESH 57 5 X 408"	224.89	2	449.78	P	B7	8/31/2011	4/2/2009	7/13/2009	-	-	-	-	07/13/09	26	33.33%	150	2	-	2	449.78	449.78	-
ST-21320	PLATE, HAD CHASSIS MOUNT LH	382.00	1	382.00	P	B7	8/31/2011	5/28/2009	7/25/2009	-	-	-	-	07/25/09	26	33.33%	127	1	-	1	382.00	382.00	-
ST-21321	PLATE, HAD CHASSIS MOUNT RH	382.00	1	382.00	P	B7	8/31/2011	5/28/2009	7/25/2009	-	-	-	-	07/25/09	26	33.33%	127	1	-	1	382.00	382.00	-
ST-60251	BAR, ALM FLAT 1/2 X 3 8061-76	3.74	485	1,811.96	P	A3	8/31/2011	7/31/2008	9/29/2011	-	-	-	-	(116)	(270)	09/29/11	-	485	388	97	362.39	362.39	1,449.57
ST-70218	SUSP. AIR CNTR LIFT KIT CL-139	350.00	1	350.00	P	B9	8/31/2011	7/29/2009	8/11/2009	-	-	-	-	08/11/09	25	33.33%	117	1	-	1	350.00	350.00	-
ST-21013-2	PIN PLATE, 3/8 X 37 X 54 AR200	141.30	2	282.60	M	B6	8/31/2011	4/14/2009	9/30/2011	-	-	-	-	09/30/11	-	-	2	-	2	282.60	282.60	-	
ST-80289	FLOOR, KTH, STL 1/4 DIA CWS	280.57	1	280.57	P	C2	8/31/2011	8/5/2010	-	-	-	-	-	09/05/10	13	-	1	-	1	280.57	280.57	-	
ST-20084	MOUNT, LINDO GEAR FULL 2 RAIL	125.89	2	251.78	M	B6	8/31/2011	1/5/2005	2/5/2005	-	-	-	-	02/05/05	79	100.00%	271	2	-	2	251.78	251.78	-
ST-20472-72	HOSE, HYD 1" ASSY 72"	50.07	8	400.56	M	B4	8/31/2011	2/22/2010	5/19/2010	-	5	-	-	(3)	05/19/10	16	-	8	3	5	250.36	250.36	150.22
ST-51071	TUBE, RND, STL. 5 OD X 4 ID	17.80	16	284.80	M	A2	8/31/2011	7/13/2001	8/11/2010	-	-	-	-	(3)	08/11/10	13	-	15	3	13	231.40	231.40	53.40
ST-20465-72	HOSE, HYD 1 1/4" ASSY 72"	112.97	2	225.95	M	B4	8/31/2011	1/5/2009	9/30/2011	-	-	-	-	09/30/11	-	-	2	-	2	225.95	225.95	-	
ST-31687	ACTUATOR, MAXI-BRAKE 3" STROKE	225.00	1	225.00	P	B7	8/31/2011	4/29/2009	7/14/2009	-	-	-	-	07/14/09	26	33.33%	75	1	-	1	225.00	225.00	-
ST-50460	ROUND, STLS STL 9/16" 316	6.40	35	224.04	P	A2	8/31/2011	8/29/2007	8/27/2007	-	-	-	-	08/27/07	49	100.00%	224	35	-	35	224.04	224.04	(0.00)
ST-0045-247	CLAMP, 1" TUBE DOUBLE	2.91	108	314.28	P	B7	8/31/2011	8/23/2009	2/23/2011	-	-	-	-	(36)	02/23/11	7	-	108	36	72	209.52	209.52	104.76
ST-31101-1	TARP, MESH 10 QZ 60" X 48"	200.00	2	400.00	P	C0	8/31/2011	4/27/2010	8/25/2010	-	1	-	-	(1)	08/25/10	13	-	2	1	2	200.00	200.00	-
ST-31612	INDICATOR, LUG NUT	0.87	280	188.16	P	B7	8/31/2011	3/1/2009	7/13/2009	-	-	-	-	07/13/09	26	33.33%	63	290	-	290	188.16	188.16	-
ST-20196-1	BOX, BRACING 8" X 24 CNTR ROOF	7.22	26	187.59	M	B6	8/31/2011	10/18/2007	9/30/2011	-	-	-	-	09/30/11	-	-	26	-	26	187.59	187.59	-	
ST-50132	ANGLE, SSST 3031H 204HR	15.71	11	172.78	P	A4	8/31/2011	5/11/2007	-	-	-	-	-	05/11/07	52	100.00%	173	11	-	11	172.78	172.78	(0.00)
ST-60821	PLATE, ALM 190 TREAD PLATE	4.45	41	182.45	P	A3	8/31/2011	8/6/2009	9/30/2011	-	-	-	-	(3)	09/30/11	-	41	3	38	169.10	169.10	13.35	
ST-62052	BAR, ALM FLAT 1/2 X 4 6061-76	3.48	872	3,034.56	P	A3	8/31/2011	7/21/2009	9/7/2011	-	-	-	-	(155)	(869)	09/07/11	-	872	824	48	167.04	167.04	2,867.52
ST-31717	CARTRIDGE, SCGA-LBV SUN	163.40	1	163.40	M	B4	8/31/2011	2/18/2010	9/30/2011	-	-	-	-	09/30/11	-	-	1	-	1	163.40	163.40	-	
ST-20654	GUSSET, DRIVE UNIT INSIDE HAL	39.59	8	318.71	M	B0	8/31/2011	4/20/2010	7/12/2010	-	4	-	-	(4)	07/12/10	14	-	8	4	4	158.38	158.38	158.38
ST-20033	SUPPORT, UPPER HOIST, STD ALM	156.74	1	156.74	M	B6	8/31/2011	7/15/2009	7/11/2009	-	-	-	-	07/11/09	26	33.33%	52	1	-	1	156.74	156.74	-
ST-31511	TARP, MIGHTY MESH 47" X 408"	68.89	2	137.78	P	B7	8/31/2011	4/3/2009	7/13/2009	-	-	-	-	07/13/09	26	33.33%	46	2	-	2	137.78	137.78	-
ST-50890	PLATE, STL, 1" A36	34.31	4	137.22	P	A1	8/31/2011	6/20/2008	9/30/2011	-	-	-	-	09/30/11	-	-	4	-	4	137.22	137.22	-	
ST-30526A	HINGE, TOP TAPERED POST WHOLE	33.06	4	132.30	M	B6	8/31/2011	9/26/2000	9/30/2011	-	-	-	-	09/30/11	-	-	4</						



Steco Inv 09-30-11 Report 1

Part#	Description	Std Cost	Qty Onhand	Est Cost	P/M	CC	Last Count	Last Recv Date	Last Usage Date	Receipt		Usage		Mo's last used	10-1/3 Reserve %	1/3 - 1/3 Reserve	Units On Hand	2 yr. Usage	Excess Quantity	Excess 3	Greater of Ph. 1, 2	net inventory
										year 1	year 2	year 1	year 2									
ST-20796-2	MOUNT, VALVE PARKER TRIPLE	9.33	5	45.96	M	B6	8/31/2011	4/30/2009	9/30/2011	-	-	(1)	(2)	09/30/11	-	-	5	3	2	18.68	18.68	28.00
ST-20609	STOP, DOOR AW & AE	18.48	1	18.48	M	B6	5/31/2011	7/18/2002	9/30/2011	-	-	-	-	06/30/11	-	-	1	-	1	18.48	18.48	-
ST-30378	MUD FLAP, 1/4X2X1/2 #B2412LSP	5.96	11	65.56	P	B7	8/31/2011	2/27/2007	9/30/2011	-	-	(4)	(4)	09/30/11	-	-	11	0	3	17.88	17.88	47.68
ST-31137	FTTNG, 1-1/4 M O-RING X 1 FP	4.44	4	17.74	P	B4	8/31/2011	6/10/2009	9/30/2011	-	-	-	-	06/30/11	-	-	4	-	4	17.74	17.74	-
ST-20431-42	ROD, HANDLE LINK 3/4"X2" TOE	8.75	2	17.49	M	B6	8/31/2011	12/1/2008	9/30/2011	-	-	-	2	03/30/11	-	-	2	-	2	17.49	17.49	-
ST-20697	BUMPER, CYL SUPPORT HOPPER	8.73	3	26.20	M	B6	8/31/2011	9/15/2009	10/11/2010	-	-	(1)	-	10/11/10	11	-	3	1	2	17.47	17.47	8.73
ST-31112	FTTNG, 1/2 FPS X 1/2"FP 90 DEG	2.90	14	40.60	P	B4	8/31/2011	6/10/2009	9/30/2011	-	-	(4)	(4)	09/30/11	-	-	14	8	6	17.40	17.40	23.20
ST-20969	CAP, REAR POST	8.48	2	16.96	M	B6	8/31/2011	11/17/2008	9/30/2011	-	-	-	-	09/30/11	-	-	2	-	2	16.96	16.96	-
ST-21211	BUSHING, 3-1/2X2-1/2X1-1/2	8.36	2	16.72	M	B6	8/31/2011	2/17/2009	9/30/2011	-	-	-	-	09/30/11	-	-	2	-	2	16.72	16.72	-
ST-21191-2	PN, DRAFTARM HSD 9"	8.07	2	16.14	M	B6	8/31/2011	6/25/2009	3/12/2009	-	-	-	-	06/25/09	27	33.33%	5	2	2	16.14	16.14	-
ST-20941	RETAINER, 2-1/2 PIN	7.85	2	15.70	M	B6	8/31/2011	6/23/2009	9/30/2011	-	-	-	-	09/30/11	-	-	2	-	2	15.70	15.70	-
ST-30765	NIPPLE, 1/2" X 4" XHVY	2.60	8	20.80	P	B4	8/31/2011	8/11/2009	9/30/2011	-	-	(2)	(2)	09/30/11	-	-	8	2	6	15.60	15.60	5.20
ST-20036-55	HOSE, HYD 1/2" ASSY 55'	15.46	3	46.39	M	B4	8/31/2011	11/18/2008	9/30/2011	-	-	(1)	(1)	09/30/11	-	-	3	2	1	15.46	15.46	30.92
ST-20750	MOUNT, 2 HOLE HYD PIPE	1.39	20	27.76	M	B6	8/31/2011	9/2/2009	10/11/2010	-	-	(1)	(8)	10/11/10	11	-	20	9	11	15.27	15.27	12.49
ST-31116	FTTNG, 1" M O-RING X 1" FP	2.96	7	20.72	P	B4	8/31/2011	8/9/2007	9/30/2011	-	-	(2)	(2)	09/30/11	-	-	7	2	5	14.80	14.80	5.92
ST-31622	FTTNG, CRIMP #6 FJIC GATES	2.40	8	19.19	P	B4	8/31/2011	2/24/2009	9/30/2011	-	-	(2)	(2)	09/30/11	-	-	8	2	6	14.39	14.39	4.80
ST-50402	ROUND, STL CR 1-3/4	4.70	13	61.14	P	A2	8/31/2011	4/14/2009	7/14/2011	-	-	(10)	-	07/14/11	2	-	13	10	3	14.11	14.11	47.03
ST-20803	GUSSET, BUMPER SEC/SWC CURB	13.63	1	13.63	M	B6	8/31/2011	6/25/2008	9/30/2011	-	-	-	-	09/30/11	-	-	1	-	1	13.63	13.63	-
ST-20456-3	COVER, ACCESS ALUM 7 X 10	13.50	1	13.50	M	B6	5/31/2011	6/17/2010	8/28/2010	1	-	-	-	08/28/10	13	-	1	-	1	13.50	13.50	-
ST-20213	BASE, 3/16" LINDO GEAR FIALUM	13.10	1	13.10	M	B6	8/31/2011	2/29/2000	2/28/2000	-	-	(12)	(8)	02/28/00	100	100.00%	13	1	20	13.10	13.10	0.00
ST-30343	VALVE, SEALCO TAILGATE 110000	12.90	15	193.50	P	B7	8/31/2011	9/13/2006	9/30/2011	-	-	(14)	(14)	09/30/11	-	-	15	14	1	12.90	12.90	180.60
ST-30068	HOOK, TIE DOWN, ALM AT-1AF	1.36	143	197.34	P	B7	8/31/2011	1/5/2005	9/30/2011	-	-	(61)	(73)	09/30/11	-	-	143	134	9	12.42	12.42	184.92
ST-20603-1	GUSSET, BUMPER SEC/SWC DRIVER	12.06	1	12.06	M	B6	8/31/2011	6/25/2008	9/30/2011	-	-	-	-	09/30/11	-	-	1	-	1	12.06	12.06	-
ST-30242	LEVER, ROD END 3/4" B27028EM	5.85	10	58.50	P	B7	8/31/2011	10/10/2008	9/30/2011	-	-	(1)	(7)	09/30/11	-	-	10	8	2	11.70	11.70	46.80
ST-20431-23	ROD, HANDLE LINK 3/4"X3" TBE	11.60	1	11.60	M	B6	8/31/2011	2/15/1999	9/30/2011	-	-	-	-	08/30/11	-	-	1	-	1	11.60	11.60	-
ST-21110-32	HOSE, HYD 1/4" MP RIDGD 32'	11.08	1	11.08	M	B4	8/31/2011	9/23/2008	7/30/2009	-	-	-	-	07/30/09	26	33.33%	4	1	1	11.08	11.08	-
ST-30223-13	PIN, ALUM HIRGE 3/4" X 13 1/2	10.57	6	63.42	P	B7	8/31/2011	2/16/2007	9/30/2011	-	-	(1)	(1)	09/30/11	-	-	6	5	1	10.57	10.57	52.85
ST-31130	FTTNG, 1 25 M O-RING X 1 25 FP	5.28	3	15.85	P	B4	8/31/2011	9/17/2008	9/30/2011	-	-	(1)	(1)	09/30/11	-	-	3	1	2	10.57	10.57	5.28
ST-20467-24	HOSE, HYD 1/4" ASSY 24'	10.02	2	20.03	M	B6	8/31/2011	2/22/2010	2/26/2010	-	-	(1)	(1)	02/26/10	19	-	2	1	1	10.02	10.02	-
ST-20672	BOX, HOOK ENCLOSURE STL E.JCT	5.01	6	30.03	M	B6	8/31/2011	1/6/2009	11/17/2010	-	-	(4)	-	11/17/10	10	-	6	4	2	10.01	10.01	20.02
ST-20117-1	MOUNT, TIRE CARRIER AW	9.88	7	69.18	M	B6	8/31/2011	11/13/2007	4/7/2011	-	-	(2)	(4)	04/07/11	5	-	7	6	1	9.88	9.88	59.30
ST-20799	MOUNT, ALX HYD FITTING	9.50	1	9.50	M	B6	8/31/2011	2/9/2006	9/21/2009	-	-	-	-	09/21/09	24	33.33%	3	1	1	9.50	9.50	-
ST-30806	NIPPLE, 1/2" X 2" XHVY	1.67	10	16.70	P	B4	8/31/2011	8/11/2009	9/30/2011	-	-	(5)	(5)	09/30/11	-	-	10	5	5	9.35	9.35	7.35
ST-20909-1	GUSSET, CONTROL VALVE MOUNT AL	2.30	6	13.81	M	B6	8/31/2011	11/17/2008	9/30/2011	-	-	(2)	(2)	09/30/11	-	-	6	2	4	9.21	9.21	4.60
ST-20230	BRACE, 5 1/4" DRIVE UNIT	4.53	8	36.27	M	B6	8/31/2011	6/15/2009	3/23/2011	-	-	(2)	(4)	03/23/11	6	-	8	0	2	9.07	9.07	27.20
ST-31673	FTTNG, #8 M O-RING X #4MJC	1.06	8	8.45	P	B4	8/31/2011	4/14/2009	9/30/2011	-	-	-	-	09/30/11	-	-	8	-	8	8.45	8.45	-
ST-20422	BRACE, ALUM CATWALK RAIL (STL)	8.23	7	57.58	M	B6	8/31/2011	9/9/2009	1/20/2011	-	-	(1)	(5)	01/20/11	8	-	7	6	1	8.23	8.23	49.35
ST-31671	FTTNG, #4 MJC X 1/8" MP 90	0.89	9	7.78	P	B4	8/31/2011	6/10/2009	9/30/2011	-	-	-	-	09/30/11	-	-	9	-	9	7.78	7.78	-
ST-31672	BUSHING, PIPE 1/2" X 1/8" 2K	0.95	8	7.60	P	B7	8/31/2011	4/13/2009	9/30/2011	-	-	-	-	09/30/11	-	-	8	-	8	7.60	7.60	-
ST-31570	DISCONNECT, BATTERY	7.58	1	7.58	P	B3	8/31/2011	1/22/2009	9/30/2011	-	-	-	-	09/30/11	-	-	1	-	1	7.58	7.58	-
ST-31674	FTTNG, #9 FJIC X 1/2" MP	1.77	4	7.07	P	B4	8/31/2011	4/14/2009	9/30/2011	-	-	-	-	09/30/11	-	-	4	-	4	7.07	7.07	-
ST-20749-1	MOUNT, UPPER CONTROL STATION	6.48	1	6.48	M	B6	8/31/2011	9/16/2008	9/30/2011	-	-	-	-	09/30/11	-	-	1	-	1	6.48	6.48	-
ST-0620-220	LATCH, SPRING LOADED PIN	3.21	13	41.73	P	B7	8/31/2011	3/20/2009	9/30/2011	-	-	(2)	(9)	09/30/11	-	-	13	11	2	6.42	6.42	35.31
ST-20511-1	GUSSET, HANGER 3/16 X 4 X 4	3.06	2	6.12	M	B6	8/31/2011	5/30/2007	9/30/2011	-	-	-	-	09/30/11	-	-	2	-	2	6.12	6.12	-
ST-21233	STIFFENER, ALUM CONTROL VALVE	1.36	8	10.88	M	B6	8/31/2011	6/29/2010	2/28/2011	10	-	(2)	(2)	02/28/11	7	-	8	4	4	5.44	5.44	5.44
ST-30786	ELBOW, 1/2" 90DEG FNPT SWIVEL	1.30	22	28.60	P	B4	8/31/2011	6/11/2007	9/30/2011	-	-	(18)	(18)	09/30/11	-	-	22	18	4	5.20	5.20	23.40
ST-20500-3	BRKT, STOP SIGN 10GA 5 X 6	1.73	19	32.87	M	B8	8/31/2011	5/25/2010	7/1/2010	-	-	(16)	(16)	07/01/10	14	-	19	16	3	5.19	5.19	27.68
ST-20015-11	BRKT, AIR TANK 11"	2.50	2	4.99	M	B8	8/31/2011	5/25/2009	7/8/2009	-	-	-	-	07/08/09	26	33.33%	2	-	2	4.99	4.99	-
ST-31294	CLEVIS, 1/4" NF W/PIN	2.41	5	12.05	P	B7	8/31/2011	8/5/2009	9/30/2011	-	-	(3)	(3)	09/30/11	-	-	5	3	2	4.82	4.82	7.23
ST-20015-10	BRKT, AIR TANK 10"	2.38	2	4.77	M	B6	8/31/2011	6/25/2009	7/9/2009	-	-	-	-	07/09/09	26	33.33%	2	-	2	4.77	4.77	-
ST-21202	MOUNT, DONOVAN TARP PLUG	4.56	2	9.12	M	B6	8/31/2011	1/6/2009	9/30/2011	-	-	-	-	09/30/11	-	-	2	1	1	4.56	4.56	4.56
ST-20783	GUSSET, ALUM KEYHOLE 2 3/4 X	1.01	7	7.07	M	B6	8/31/2011	12/16/2008	9/30/2011	-	-	(1)	(2)	09/30/11	-	-	7	3	4	6.04	6.04	3.03
ST-30585	FTTNG, 12FPS X 1/2MP STRAIGHT	1.26	1																			

**SCHEDULE 2.4(a)(iv)**  
**FORMS OF WRITTEN WARRANTY AGREEMENTS**

**Please see attached.**

**WARRANTY**

Products shall mean and include new equipment consisting of Scrapper™ container loaders and associated equipment manufactured by STECO hereinafter referred to as SELLER.

SELLER warrants products manufactured by it to be free from defects in material and workmanship under normal use and service, and which shall not have been subject to misuse, negligence or accident for a period of twelve months or 1500 hours of service, whichever comes first, following the date of delivery. This Warranty is limited to the replacement or repair at the SELLER's factory, or at a point designated by the SELLER, of such part or parts as shall appear to the SELLER, upon inspection at such point, and in its sole judgment, to have been defective in material and workmanship.

The Warranty extends only to the first PURCHASER and becomes effective and remains in effect, only when invoices for products are paid in accordance with the stated sales terms.

The Warranty does not obligate the SELLER to bear the cost of labor, down-time or transportation charges in connection with the replacement or repair of defective parts, nor shall it apply to products upon which repairs or alterations have been made, unless such was authorized in writing by the SELLER. The Warranty shall not apply to products which have been damaged due to improper operation, maintenance, repair or overhaul, accident or other external cause of use or failure of parts not purchased from the SELLER. The Warranty shall not apply to any equipment which shall have been loaded or operated beyond its rated capacity, as specified by SELLER.

SELLER makes no Warranty in respect to trade accessories or products not manufactured by the SELLER, including but not limited to cylinders, valves, hoses, engines, tires, wheels, batteries, tools, etc. such being subject to Warranties, if any, of the respective third-party manufacturers. Certain parts or components of Scrapper™ container loaders are subject to normal wear and are not covered under this Warranty. SELLER makes no warranty as to delivery of products as of a date certain.

**NO WARRANTY OTHER THAN THAT SET FORTH ABOVE IS MADE BY SELLER, AND ALL OTHER WARRANTIES, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**

The remedies of the purchaser set forth herein are exclusive, and the total liability of the SELLER with respect to the products and services furnished hereunder, in connection with the performance of breach thereof, or from the manufacture, sale, delivery, installation, repair or technical direction covered by or furnished under this contract, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise, shall not exceed the purchase price of the products upon which such liability is based.

The SELLER and its suppliers shall in no event be liable to the PURCHASER, any successors in interest or any beneficiary or assignee of this contract, for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, or any defect in, or failure of, or malfunction of the products hereunder, whether based upon loss of use, late delivery, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of purchaser or customers of purchaser for service interruption whether or not such loss of damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

The foregoing Warranty cannot be changed except by written authorization signed by an authorized officer of the SELLER and no attempt to repair or promise to repair or improve SELLER's products by any other representative of the Company shall change or extend said Warranty in any manner whatsoever.

The undersigned, by signing below, hereby accepts and agrees to be bound by the terms, conditions and limitations of the warranty agreement.

PURCHASER'S SIGNATURE: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

PLACED IN SERVICE: \_\_\_\_\_ To be determined

SERIAL #: \_\_\_\_\_ To be determined

## GEFCO TERMS AND CONDITIONS OF SALE

1. **TITLE:** Subject to GEFCO (SELLER) right of stoppage transit, title to all products sold hereunder, shall pass to BUYER upon delivery hereof, F.O.B. railroad car or common carrier truck, as the case may be, SELLER'S shipping point as designated herein.
2. **DELIVERY TERMS/RISK OF LOSS:** Does not guarantee time of delivery; however, SELLER shall make every effort to deliver orders at the time requested. No delivery delay will be honored to support a charge-back, or claim for damage. Each shipment shall be made at BUYER'S risk and SELLER shall have no liability for damage to the products after delivery to the carrier. Detention and demurrage arising due to customer retaining carrier equipment beyond the free period are for the customer's account.
3. **FORCE MAJEURE:** SELLER shall not be liable for failure or delay in delivery occasioned by fire, storm, flood, earthquake or other Act of God, war, rebellion, insurrection, riot, strike or other labor disturbance, inevitable accident, failure of carriers to furnish transportation facilities, shortage of labor, power or raw materials, orders or requests of the government of the United States of America or of any State, or any political Subdivision, Department or Agency thereof, or any government officer or agent purporting to act under authority, interference of civil or military authorities, or any other cause of like or different nature beyond SELLER'S control.
4. **LIMITED WARRANTY AND DISCLAIMER:** GEFCO warrants that its products will be free from manufacturing defects for a period of 90 days subject to the terms, conditions and limitation of the SELLER'S Standard Warranty. This Warranty is expressly limited such that the liability of GEFCO over the life of this Warranty shall not exceed in aggregate a sum greater than the original purchase price of the GEFCO supplied product(s). This Warranty expressly excludes any damages attributable in whole or in part to defects and/or inaccuracies in designs and/or specifications provided to GEFCO by third parties, including purchaser. This Warranty expressly excludes any guarantee as to projected performance level of the product(s) sold hereunder. BEYOND THE FACE HEREOF, GEFCO MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TERMS AND CONDITIONS OF THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE PURCHASER OF THE PRODUCTS MANUFACTURED BY GEFCO, AND THE PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR DAMAGES, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY DAMAGE TO THE PURCHASER OR THIRD PARTIES, LOSS OF BUSINESS OR PROFITS AND/OR LOSS OF BUSINESS REPUTATION; IT IS THE SOLE RESPONSIBILITY OF THE PURCHASER TO DETERMINE THE SUITABILITY OF GEFCO PRODUCTS IN THE PURCHASER'S INTENDED USE. This Warranty constitutes the entire warranty and GEFCO is not bound by any oral expression or representation made by an agent or party purporting to act for or on behalf of GEFCO, or any commitment, arrangement or representation not expressly specified in this Warranty. This Warranty and GEFCO'S liability hereunder shall be construed pursuant to the laws of the State of Oklahoma.
5. **WARRANTY LIMITATIONS AND EXCLUSIONS:** SELLER'S liability hereunder is limited to repair and/or replacement, at SELLER'S sole option of the product found to be defective in material or workmanship. ANY MODIFICATION OR ALTERATION TO THE PRODUCT NOT AUTHORIZED IN WRITING BY SELLER SHALL OPERATE TO IMMEDIATELY VOID THIS WARRANTY IN ALL RESPECTS; AT WHICH TIME THE PRODUCTS ARE DEEMED SOLD AS-IS. Further, BUYER, by its acceptance of the product, warrants that same will be utilized and/or installed in a suitable operating environment. BUYER acknowledges that BUYER will not remove SELLER'S product identification from the product and that BUYER will protect against any such unauthorized removal. Failure of BUYER to comply fully and completely with the limitations and conditions of use of the product will void this Warranty in all respects, at which time the products will be deemed as AS-IS.
6. **CLAIMS PROCEDURES:** In the case of claims against SELLER for defect in products written notice and sample illustrating such defect must be submitted to SELLER within 60 days of receipt of goods to give full basis for such claim. SELLER shall have 60 days from date of receipt of such notice to inspect and repair or replace defective products if such claim is allowed. Under no circumstances are the products to be returned to SELLER unless BUYER has received SELLER'S written instructions authorizing same. The BUYER shall have no right to deduct the amount of any claim from SELLER'S invoice until the claim is allowed by SELLER or adjudicated by proper authority. All claims for loss or damage in transit must be filed with the carrier by the BUYER. Products are loaded in accordance with the carrier's loading instructions to insure delivery without damage. However, SELLER will give all reasonable assistance to BUYER in collecting loss or damage claims from carriers by furnishing duplicate invoice, affidavits showing point when loaded, method of loading, etc. BUYER should in all cases immediately report loss and/or damage to carrier and request inspection in case of damage. On loss claims, BUYER should secure car or truck seal numbers and signed exception report from the carrier.
7. **BUYER'S STRICT PERFORMANCE:** Time of payment is of the essence. In the event that BUYER shall, at any time, fail to accept delivery and make payment in accordance with the terms of the order, SELLER at its option, and without prejudice to any other lawful remedy, may suspend further deliveries there under, stop any shipments then in transit, or regard such default as a breach of the entire order. SELLER'S failure to insist upon BUYER'S strict performance or to exercise any option or legal right SELLER may have, shall not be construed as a waiver or relinquishment by SELLER of any option or legal right in the event of a subsequent breach by BUYER.
8. **DELINQUENCY CHARGES:** A one and one half (1 1/2) percent per month delinquency charge is applicable on all commercial accounts not paid when due. The imposition of such delinquency charge does not imply or constitute any agreement to forbear collection of a delinquent account.
9. **ACCEPTANCE OF ORDERS:** An order of products from GEFCO shall be effective only upon acceptance hereof by GEFCO at its home office in Enid, Oklahoma (but without necessity of any notice of acceptance by GEFCO to the purchaser). Any such order and all other transactions between GEFCO and purchasers of its products shall be governed by the laws of the State of Oklahoma, subject to preempting federal law. It is agreed that exclusive jurisdiction and venue for any legal action between the parties arising out of or relating to this order shall be in the District Court for Garfield County, Oklahoma, or, in cases where federal diversity jurisdiction is available, in the United States District Court for the Western District of Oklahoma, situated in Oklahoma City, Oklahoma.
10. **LIMITATION OF AUTHORITY:** The conditions of sale appearing on any order shall control and may not be abrogated, varied, modified, supplemented or waived except with the written approval of an authorized representative of SELLER.
11. **PAROL UNDERSTANDINGS:** The order embodies all of the terms and conditions of sale, and there are no understandings, warranties, or agreements, expressed or implied relative to any order, or its subject matter that are not fully expressed therein. No representative, employee, agent or purported agent of SELLER, or any other person has any authority to assume for SELLER any additional or other liability or responsibility other than as set forth herein. SELLER SHALL NOT BE BOUND BY ANY ORAL REPRESENTATION OR EXPRESSION NOT SET FORTH SPECIFICALLY HEREIN.
12. **RETURN AUTHORIZATION TERMS:** Products may not be returned until SELLER'S written approval has been secured, and in such case will be accepted subject to inspection at SELLER'S factory. Prepayment of freight is to be made by BUYER. In addition, if approved for return, there will be a handling and reconditioning charge equivalent to 15 percent of the original sales value of the returned product or the actual charges incurred, whichever is larger.
13. **MODIFICATION OF TERMS OF SALES:** These Terms and Conditions of Sale cancel and supersede all previous issues, supplements and revisions and are subject to change without prior notice.

**IMPORTANT READ CAREFULLY**  
**CONDITIONS UPON WHICH YOU ACCEPT THIS ORDER**

1. Terms or conditions advanced by Seller, unless accepted in writing by Purchaser's authorized representative, shall have no force or effect upon this order and shall not be binding upon Purchaser. The furnishing of any goods or services by Seller under this order constitutes an acceptance of this order by Seller under the terms and condition set forth herein unless this order is otherwise modified in writing by the parties. No addition to, or modification, alterations or waiver of, any of the provisions herein contained shall be valid unless made in writing and executed by Purchaser and Seller.
2. Except where this order indicates that price is estimated, do not supply any item at a price higher than that shown on this order without specific authority from us. Where the price shown is estimated, do not supply any item at a price more than 10% in excess of the estimate without specific authority from Purchaser.
3. Involes must show our piece, pattern, part and drawing number for each item as specified on this order.
4. All claims for monies due or to become due from Purchaser, a division of Blue Tee Corp., shall be subject to set off by Purchaser or any counter claim arising out of this or any other of Purchaser's purchase or sales contracts or those of any affiliate of the Seller.
5. Drafts will not be honored. C.O.D. shipments will not be accepted.
6. On date of shipment mail notice of each shipment in duplicate to this office.
7. Unless Purchaser specifies otherwise, immediately after carrier accepts goods for shipment, mail bill of lading or express receipt with date and routing inserted to Purchasing Department.
8. Each case or parcel must be accompanied by a packing list of contents showing our order number. Our count will be accepted as conclusive on all shipments for which no packing list is received.
9. Purchaser shall have the right at any time to specify the carrier and/or the mode of transportation to be employed in connection with part or all of the goods covered by this order. If as a result of Purchaser's exercise of this right Seller's cost shall be increased or decreased, Purchaser will make a proper adjustment of price.
10. Drayage or cartage charges will not be honored.
11. "Date required" date as shown on this order is the date by which material must arrive at our plant. Any unauthorized shipments received more than seven (7) days in advance of such date may at Purchaser's option be refused and returned to Seller at Seller's expense. Purchaser reserves the right to cancel all or any part of the undelivered portion of this order if shipping date is not satisfactory to Purchaser or if Seller does not make deliveries within the time specified.
12. Purchaser shall have the right at any time to make changes in this order by written notice to the Seller, and Seller agrees to comply with such changes. If such changes cause a material increase or decrease in Seller's costs or time for performance of this order, Seller shall notify Purchaser immediately and negotiate an adjustment.
13. Termination. The Purchaser reserves the right to cancel all or any part of this order prior to shipment without restocking charge unless previously agreed in writing and confirmed by the Purchaser.
14. All goods covered by this order subject to inspection and to rejection under Purchaser's standard statistical quality control, notwithstanding prior payment.
15. Seller warrants that all goods or services furnished under this order will be free from defects in material or workmanship and will be in conformity with the requirements of this order including drawings and specifications if any, or reasonably fit for the purpose disclosed in this order or in such drawings or specifications, and where design is Seller's responsibility, will be free from defects in design. Purchaser's approval of Seller's design or material shall not be construed to relieve Seller of the warranties set forth herein. Without limitation of any rights which Purchaser may have at law by reason of any breach of warranty, goods which are not warranted may at any time within twelve (12) months after delivery be returned at Seller's expense. Purchaser at its option may require Seller either to replace such goods at no increase in price (Seller must pay all repacking charges and transportation and handling charges both ways) or to refund the purchase price and any charges in connection therewith. All warranties shall run to Purchaser and its customers.
16. Conditions beyond the control of Purchaser. The Purchaser shall not be held liable or deemed in default for failure to accept deliveries on specified delivery dates if failure or delay is caused by strikes, lockouts, or labor controversies, either with the Purchaser's personnel or with others; or by fire, floods, the elements, acts of God, war emergency, defense emergency, government controls, political conflict, embargoes, inability to obtain supplies of labor, or other conditions beyond the control of the Purchaser whether or not similar to those specifically enumerated herein.
17. Tools, jigs, dies, fixtures, templates, patterns, drawings and other information and things (hereinafter collectively called tools) paid for or furnished by Purchaser shall be used exclusively for production under Purchaser's order. Seller shall maintain such tools in first class condition and shall not encumber or dispose of them without prior written approval by Purchaser.
18. Seller shall treat as strictly confidential all specifications, drawings, blueprints, samples, models, and other information supplied by Purchaser. Seller shall not without the prior written consent of Purchaser disclose or divulge to any third person or persons any such information not previously known to Seller or not common knowledge in the industry.
19. Any material furnished by the Purchaser, on other than a change basis in connection with this order, shall be deemed held by Seller upon consignment. All such materials not used in the manufacture of the goods covered by this order shall be returned to the Purchaser or otherwise disposed of and accounted for according to Purchaser's directions and at Purchaser's expense. All such materials not so accounted for or so returned shall be paid for by Seller.
20. (a) Except as to articles covered by subparagraph (b) hereof, Seller shall indemnify and hold harmless Purchaser and its vendees, mediate or immediate, from any claims, suits or actions against Purchaser or its vendees, on the grounds that the goods covered by this order constitute an infringement of any United States patent or patent right. Seller shall upon receipt of notice from Purchaser of any such claims, suits or actions assume the defense thereof. If, in any suit, an injunction is issued against the further use of the goods or any part thereof, Seller will either procure for the Purchaser or its vendees the right to continue using the goods, or will replace the same with non-infringing goods, or modify them so they become non-infringing, or remove goods and refund the purchase price and the transportation and installation costs thereof. (c) If the articles ordered are to be manufactured or supplied in accordance with drawings and specifications furnished by Purchaser and which are not based upon Seller's drawings and specifications or design; Purchaser agrees to indemnify and hold harmless Seller from any claims, suits or actions against Seller on the grounds that the goods covered by this order constitute an infringement of any United States patent or patent right.
21. If Seller's work under this order involves operations by the Seller on the premises of Purchaser, Seller shall, in connection with such operations, (a) indemnify Purchaser against all loss which may result in any way from any act or omission of the Seller, its agents, employees or subcontractors; (b) maintain insurance in amounts satisfactory to Purchaser such as will protect Purchaser from any claims for public liability, property damage, and employee's liability and compensation, and from any claims under any applicable Workman's Compensation or Occupational Disease Acts; and (c) furnish evidence satisfactory to Purchaser of the maintenance of such insurance by Seller.
22. In accepting this order Seller shall be deemed to represent that the goods and/or the performance of services to be furnished hereunder were or will be produced or performed in compliance with the Fair Labor Standards Act of 1938, as amended; and Seller shall insert the following certification on each invoice submitted in connection with this order:  
"We hereby certify that these goods were produced in compliance with all applicable requirements of Section 8, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."
23. Neither this order nor any interest therein nor any claim arising hereunder shall be transferred or assigned by the Seller without the prior written approval of the Purchaser.
24. Compliance with laws. It is a condition of this contract that the Seller certifies that it has complied with all of the provisions of all applicable federal, state and local laws and of all rules, regulations and orders issued thereunder, in the manufacture or production and sale of the material specified herein; and including, but not limited to the Occupational Safety and Health Act of 1970, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, the Fair Labor Standards Act 1938, as amended, the Equal Employment Opportunity Clause described by Executive Order Number 11246 of September 24, 1965, as amended; and Executive Order Number 11375 of October 3, 1967, unless this transaction is exempt under applicable regulations. Seller hereby warrants that any material delivered to Purchaser pursuant to this contract is not and does not contain (1) a "hazardous substance" as defined in CERCLA, & 101(14) or "hazardous waste" as defined in RCRA and applicable federal, state, or local law or regulations, or (2) any form of radioactive waste, material, contaminant or pollutant or any spent nuclear fuel as those terms are defined in any applicable federal, state, or local law or regulation. If any liability or obligations incurred by or imposed upon Purchaser due to Seller's breach of the foregoing warranties, Seller agrees to defend, indemnify, and hold Purchaser harmless from such liabilities or obligations including, but not limited to, damages, injuries, penalties, fines, attorney's fees and expenses.

This contract and the respective rights and obligations of the parties with regard thereto, shall be governed by and construed according to the laws of the State in which the office issuing this order (as indicated on the reverse side hereof) is located.

**DELIVER NO GOODS AND PROCEED WITH NO WORK WITHOUT A PURCHASE  
ORDER NUMBER WHICH WILL BE CONFIRMED IN WRITING.**



FALLING • SPEEDSTAR • KING OIL TOOLS

P.O. BOX 872 • ENID, OKLAHOMA 73702 • 580-234-4141 • FAX 580-233-6807

Customer: CP Masters Inc. Date: 12/20/2010 Proposal # 2410CNRI

New GEFCO Model 30K Drilling Rig	\$611,314.00
Trade Allowance	(\$275,000.00)
Less nonrefundable deposit required at time of order	(\$20,000.00)
Balance due before delivery	<u>\$316,314.00</u>

Ex-Works Enid, OK

**Delivery:**

Approximately 150 days after receipt of firm order and receipt of deposit, subject to prior sale and conditions beyond our control. Deposit and signed order required to establish a firm delivery. GEFCO shall in no event be liable to customer for late delivery.

**Validity:** Prices will be held firm for a period of 30 days from the date of this quotation.

**Terms:**

Deposit and signed order are required to initiate an order. Final payment must be made before delivery unless other arrangements are made with our Credit Department. Customer is responsible for all applicable taxes and additional related fees.

**Trade-In Terms and Conditions:**


The quoted trade-in allowance is subject to evaluation and acceptance of the trade-in by GEFCO to Enid, Oklahoma. Excluding normal wear and tear, the trade-in must be in an operating condition similar to the operating condition at the time of the trade-in appraisal and sales quotation allowance by GEFCO. If operating deficiencies are discovered by GEFCO during the trade-in evaluation, the customer will be notified immediately. The trade-in allowance will be adjusted to reflect the cost of returning the trade-in to the operating condition present at the time of the trade-in appraisal and sales quotation allowance.


**Warranty:**

GEFCO-The George E. Falling Company standard warranty policy is applicable; see copy attached. Purchaser's signature and return of this proposal indicates that a copy of the warranty statement has been received, read and understood by the purchaser.

Due to continuous and evolving engineering changes relating to improvements/refinements in our product line as well as the required replacement or substitution of purchased items due to obsolescence and/or new design, the Company reserves the right to change or substitute with equal or better components, those items listed in this quotation. In most cases, such changes, if any, can be accomplished at the same or reduced cost. Any changes resulting in increased cost will be submitted to the customer for prior approval.

Purchaser's signature and return of this proposal constitutes an order and acceptance of the terms, conditions and specifications contained herein. No additions, modifications or alterations will be valid unless made in writing and executed by GEFCO and purchaser. This order shall be governed by and construed according to Oklahoma law and it is agreed that if any disputes arises out of this agreement that the proper venue for any legal action shall be Garfield County, Oklahoma.

	<u>CEO</u>	<u>1/4/11</u>
Customer Signature	Title	Date

	<u>PRESIDENT</u>	<u>01/14/11</u>
GEFCO Order Acceptance	Title	Date





FAILING - EPFLSTAR - KING OIL TOOLS

P.O. BOX 872 - ENID, OKLAHOMA 73702 - 580-234-4141 - FAX 580-233-8807

WARRANTY

Products shall mean and include new equipment consisting of portable drilling rigs and associated equipment manufactured by the George E. Failing Company hereinafter referred to as SELLER.

SELLER warrants products manufactured by it to be free from defects in material and workmanship under normal use and service, and which shall not have been subject to misuse, negligence or accident for a period of six months or 1,000 hours of service, whichever comes first, following the date of delivery. This Warranty is limited to the replacement or repair at the SELLER's factory, or at a point designated by the SELLER, of such part or parts as shall appear to the SELLER, upon inspection at such point, and in its sole judgment, to have been defective in material and workmanship.

The Warranty extends only to the first PURCHASER and becomes effective and remains in effect, only when invoices for products are paid in accordance with the stated sales terms.

The Warranty does not obligate the SELLER to bear the cost of labor, down-time or transportation charges in connection with the replacement or repair of defective parts, nor shall it apply to products upon which repairs or alterations have been made, unless such was authorized in writing by the SELLER. The Warranty shall not apply to products which have been damaged due to improper operation, maintenance, repair or overhaul, accident or other external cause of use or failure of parts not purchased from the SELLER. The Warranty shall not apply to any equipment which shall have been loaded or operated beyond its rated capacity, as specified by SELLER.

SELLER makes no Warranty in respect to trade accessories or products not manufactured by the SELLER, including but not limited to trucks, compressors, transmissions, engines, tires, wheels, batteries, tools, etc. such being subject to Warranties, if any, of the respective third-party manufacturers. Certain parts or components of drilling rigs such as mud pump liners, pistons, drill pipe, drill bits, etc., are subject to normal wear and are not covered under this Warranty. SELLER makes no warranty as to delivery of products as of a date certain.

NO WARRANTY OTHER THAN THAT SET FORTH ABOVE IS MADE BY SELLER, AND ALL OTHER WARRANTIES, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

The remedies of the purchaser set forth herein are exclusive, and the total liability of the SELLER with respect to the products and services furnished hereunder, in connection with the performance of breach thereof, or from the manufacture, sale, delivery, installation, repair or technical direction covered by or furnished under this contract, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise, shall not exceed the purchase price of the products upon which such liability is based.

The SELLER and its suppliers shall in no event be liable to the PURCHASER, any successors in interest or any beneficiary or assignee of this contract, for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, or any defect in, or failure of, or malfunction of the products hereunder, whether based upon loss of use, late delivery, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of purchaser or customers of purchaser for service interruption whether or not such loss of damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

The foregoing Warranty cannot be changed except by written authorization signed by an authorized officer of the SELLER and no attempt to repair or promise to repair or improve SELLER's products by any other representative of the Company shall change or extend said Warranty in any manner whatsoever.

The undersigned, by signing below, hereby accepts and agrees to be bound by the terms, conditions and limitations of the warranty agreement.

PURCHASER'S SIGNATURE:

PURCHASER:

\_\_\_\_\_

PLACED IN SERVICE:

To be determined

\_\_\_\_\_

SERIAL #:

To be determined

\_\_\_\_\_

## STECO TERMS AND CONDITIONS OF SALES

1. **TITLE:** Subject to STECO (SELLER) right of stoppage transit, title to all products sold hereunder, shall pass to BUYER upon delivery hereof, F.O.B. railroad car or common carrier truck, as the case may be, SELLER'S shipping point as designated herein.

2. **DELIVERY TERMS/RISK OF LOSS:** Does not guarantee time of delivery; however, SELLER shall make every effort to deliver orders at the time requested. No delivery delay will be honored to support a charge-back, or claim for damage. Each shipment shall be made at BUYER'S risk and SELLER shall have no liability for damage to the products after delivery to the carrier. Detention and demurrage arising due to customer retaining carrier equipment beyond the free period are for the customer's account.

3. **FORCE MAJEURE:** SELLER shall not be liable for failure or delay in delivery occasioned by fire, storm, flood, earthquake or other Act of God, war rebellion, insurrection, riot, strike or other labor disturbance, inevitable accident, failure of carriers to furnish transportation facilities, shortage of labor, power or raw materials, orders or requests of the government of the United States of America or of any State, or any political Subdivision, Department or Agency thereof, or any government officer or agent purporting to act under authority, interference of civil or military authorities, or any other cause of like or different nature beyond SELLER'S control.

4. **LIMITED WARRANTY AND DISCLAIMER:** STECO warrants that its products will be free from manufacturing defects for a period of 90 days subject to the terms, conditions and limitation of the SELLER'S Standard Warranty. This Warranty is expressly limited such that the liability of STECO over the life of this Warranty shall not exceed in aggregate a sum greater than the original purchase price of the STECO supplied product(s). This Warranty expressly excludes any damages attributable in whole or in part to defects and/or inaccuracies in designs and/or specifications provided to STECO by third parties, including purchaser. This Warranty expressly excludes any guarantee as to projected performance level of the product(s) sold hereunder.

BEYOND THE FACE HEREOF, STECO MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TERMS AND CONDITIONS OF THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE PURCHASER OF THE PRODUCTS MANUFACTURED BY STECO, AND THE PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR DAMAGES, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY DAMAGE TO THE PURCHASER OR THIRD PARTIES, LOSS OF BUSINESS OR PROFITS AND/OR LOSS OF BUSINESS REPUTATION. IT IS THE SOLE RESPONSIBILITY OF PURCHASER TO DETERMINE THE SUITABILITY OF STECO PRODUCTS IN THE PURCHASER'S INTENDED USE.

This Warranty constitutes the entire warranty and STECO is not bound by any oral expression or representation made by an agent or party purporting to act for or on behalf of STECO, or any commitment, arrangement or representation not expressly specified in this Warranty. This Warranty and STECO'S liability hereunder shall be construed pursuant to the laws of the State of Oklahoma.

5. **WARRANTY LIMITATIONS AND EXCLUSIONS:** SELLER'S liability hereunder is limited to repair and/or replacement, at SELLER'S sole option of the product found to be defective in material or workmanship. ANY MODIFICATION OR ALTERATION TO THE PRODUCT NOT AUTHORIZED IN WRITING BY SELLER SHALL OPERATE TO IMMEDIATELY VOID THIS WARRANTY IN ALL RESPECTS, AT WHICH TIME THE PRODUCTS ARE DEEMED SOLD AS-IS.

Further, BUYER, by its acceptance of the product, warrants that same will be utilized and/or installed in a suitable operating environment. BUYER acknowledges that BUYER will not remove SELLER'S product identification from the product and that BUYER will protect against any such unauthorized removal. Failure of BUYER to comply fully and completely with the limitations and conditions of use of the product will void this Warranty in all respects, at which time the products will be deemed as AS-IS.

6. **CLAIMS PROCEDURES:** In the case of claims against SELLER for defect in products written notice and sample illustrating such defect must be submitted to SELLER within 60 days of receipt of goods to give full basis for such claim. SELLER shall have 60 days from date of receipt of such notice to inspect and repair or replace defective products if such claim is allowed. Under no circumstances are the products to be returned to SELLER unless BUYER has received SELLER'S written instructions authorizing same. The BUYER shall have no right to deduct the amount of any claim from SELLER'S invoice until the claim is allowed by SELLER or adjudicated by proper authority. All claims for loss or damage in transit must be filed with the carrier by the BUYER. Products are loaded in accordance with the carrier's loading instructions to insure delivery without damage. However, SELLER will give all reasonable assistance to BUYER in collecting loss or damage claims from carriers by furnishing duplicate invoice, affidavits showing count when loaded, method of loading, etc. BUYER should in all cases immediately report loss and/or damage to carrier and request inspection in case of damage. On loss claims, BUYER should secure car or truck seal numbers and signed exception report from the carrier.

7. **BUYER'S STRICT PERFORMANCE:** Time of payment is of the essence. In the event that BUYER shall, at any time, fail to accept delivery and make payment in accordance with the terms of the order, SELLER at its option, and without prejudice to any other lawful remedy, may suspend further deliveries there under, stop any shipments then in transit, or regard such default as a breach of the entire order. SELLER'S failure to insist upon BUYER'S strict performance or to exercise any option or legal right SELLER may have, shall not be construed as a waiver or relinquishment by SELLER of any option or legal right in the event of a subsequent breach by BUYER.

8. **DELINQUENCY CHARGES:** A one and one half (1-1/2) percent per month delinquency charge is applicable on all commercial accounts not paid when due. The imposition of such delinquency charge does not imply or constitute any agreement to forbear collection of a delinquent account.

9. **ACCEPTANCE OF ORDERS:** An order of products from STECO shall be effective only upon acceptance hereof by STECO at its home office in Enid, Oklahoma (but without necessity of any notice of acceptance by STECO to the purchaser). Any such order and all other transactions between STECO and purchasers of its products shall be governed by the laws of the State of Oklahoma, subject to preempting federal law. Venue shall be Garfield County, Oklahoma.

10. **LIMITATION OF AUTHORITY:** The conditions of sale appearing on any order shall control and may not be abrogated, varied, modified, supplemented or waived except with the written approval of an authorized representative of SELLER.

11. **PAROL UNDERSTANDINGS:** The order embodies all of the terms and conditions of sale, and there are no understandings, warranties, or agreements, expressed or implied relative to any order, or its subject matter that are not fully expressed therein. No representative, employee, agent or purported agent of SELLER, or any other person has any authority to assume for SELLER any additional or other liability or responsibility other than as set forth herein. SELLER SHALL NOT BE BOUND BY ANY ORAL REPRESENTATION OR EXPRESSION NOT SET FORTH SPECIFICALLY HEREIN.

12. **RETURN AUTHORIZATION TERMS:** Products may not be returned until SELLER'S written approval has been secured, and in such case will be accepted subject to inspection at SELLER'S factory. Prepayment of freight is to be made by BUYER. In addition, if approved for return, there will be a handling and reconditioning charge equivalent to 15 percent of the original sales value of the returned product or the actual charges incurred, whichever is larger.

13. **MODIFICATION OF TERMS OF SALES:** These Terms and Conditions of Sale cancel and supersede all previous issues, supplements and revisions and are subject to change without prior notice.



A Division of Blue Tee Corp

2215 S. Van Buren • Enid, Oklahoma 73702 • 580-237-7433

SUMMARY SHEET

PROPOSAL NUMBER: 120-GH	Quantity	Price Each	November 30, 2009
STECO model CL-40 Container Loader as shown in specifications	1	\$ 210,800.00	\$ 210,800.00
STECO 53' Chassis	1	\$ 35,000.00	\$ 35,000.00
Federal Excise Tax	1	\$ 4,200.00	\$ 4,200.00
EX-Works, Enid, Oklahoma		\$ -	<u>FOB Enid, OK</u>
CASH PRICE TOTAL for Proposal No. 120-GH			<u>\$ 250,000.00</u>

Deposit of 20% Required for Order Entry

**\$ 50,000.00**

**Delivery:** Approximately 120 days from receipt of firm order, subject to conditions beyond our control and availability of components. CL-40 is being built for stock and subject to prior sale. Deposit is required to lock in price and establish a firm delivery. STECO shall in no event be liable to customer for late delivery.

**Validity:** Prices will be held firm for a period of 30 days from the date of this quotation, subject to prior sale.

**Terms:** Payment before delivery unless other arrangements are made with our Credit Department prior to delivery. Customer is responsible for all applicable taxes and additional related fees.

**Warranty:** STECO standard warranty policy is applicable; see copy attached.

Due to continuous and evolving engineering changes relating to improvements/refinements in our product line as well as the required replacement or substitution of purchased items due to obsolescence and/or new design, the Company reserves the right to change or substitute with *equal* or *better* components, those items listed in this quotation. In most cases, such changes, if any, can be accomplished at the same or reduced cost. Any changes resulting in increased cost will be submitted to the customer for prior approval.

Purchaser's signature and return of this quotation constitutes an order and acceptance of the terms, conditions and specifications contained herein. No additions, modifications or alterations will be valid unless made in writing and executed by STECO and purchaser.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
STECO Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**IMPORTANT  
READ CAREFULLY**

**CONDITIONS UPON WHICH YOU ACCEPT THIS ORDER**

1. Terms or conditions advanced by Seller, unless accepted in writing by Purchaser's authorized representative, shall have no force or effect upon this order and shall not be binding upon Purchaser. The furnishing of any goods or services by Seller under this order constitutes an acceptance of this order by Seller under the terms and conditions set forth herein unless this order is otherwise modified in writing by the parties. No addition to, or modification, alterations or waiver of, any of the provisions herein contained shall be valid unless made in writing and executed by Purchaser and Seller.
  2. Except where this order indicates that price is estimated, do not supply any item at a price higher than that shown on this order without specific authority from us. Where the price shown is estimated, do not supply any item at a price more than 10% in excess of the estimate without specific authority from Purchaser.
  3. Invoices must show our piece, pattern, part and drawing number for each item as specified on this order.
  4. All claims for monies due or to become due from Purchaser, a division of Blue Tee Corp., shall be subject to set off by Purchaser or any counter claim arising out of this or any other of Purchaser's purchases or sales contracts or those of any affiliate of the Seller.
  5. Drafts will not be honored. C.O.D. shipments will not be accepted.
  6. On date of shipment mail notice of each shipment in duplicate to this office.
  7. Unless Purchaser specifies otherwise, immediately after carrier accepts goods for shipment, mail bill of lading or express receipt with date and routing inserted to Purchasing Department.
  8. Each case or parcel must be accompanied by a packing list of contents showing our order number. Our count will be accepted as conclusive on all shipments for which no packing list is received.
  9. Purchaser shall have the right at any time to specify the carrier and/or the mode of transportation to be employed in connection with part or all of the goods covered by this order. If as a result of Purchaser's exercise of this right Seller's cost shall be increased or decreased, Purchaser will make a proper adjustment of price.
  10. Drayage or cartage charges will not be honored.
  11. "Date required" date as shown on this order is the date by which material must arrive at our plant. Any unauthorized shipments received more than seven (7) days in advance of such date may at Purchaser's option be refused and returned to Seller at Seller's expense. Purchaser reserves the right to cancel all or any part of the undelivered portion of this order if shipping date is not satisfactory to Purchaser or if Seller does not make deliveries within the time specified.
  12. Purchaser shall have the right at any time to make changes in this order by written notice to the Seller, and Seller agrees to comply with such changes. If such changes cause a material increase or decrease in Seller's costs or time for performance of this order, Seller shall notify Purchaser immediately and negotiate an adjustment.
  13. Termination. The Purchaser reserves the right to cancel all or any part of this order prior to shipment without incurring charge unless previously agreed in writing and confirmed by the Purchaser.
  14. All goods covered by this order subject to inspection and to rejection under Purchaser's standard statistical quality control notwithstanding prior payment.
  15. Seller warrants that all goods or services furnished under this order will be free from defects in material or workmanship and will be in conformity with the requirements of this order including drawings and specifications if any, or reasonably fit for the purpose disclosed in this order or in such drawings or specifications, and where design is Seller's responsibility, will be free from defects in design. Purchaser's approval of Seller's design or material shall not be construed to relieve Seller of the warranties set forth herein. Without limitation of any rights which Purchaser may have at law by reason of any breach of warranty, goods which are not warranted may at any time within twelve (12) months after delivery be returned at Seller's expense. Purchaser at its option may require Seller either to replace such goods at no increase in price (Seller must pay all repacking charges and transportation and handling charges both ways) or to refund the purchase price and any charges in connection therewith. All warranties shall run to Purchaser and its customers.
  16. Conditions beyond the control of Purchaser. The Purchaser shall not be held liable or deemed in default for failure to accept deliveries on specified delivery dates if failure or delay is caused by strikes, lockouts, or labor controversies, either with the Purchaser's personnel or with others, or by fire, floods, the elements, acts of God, war, emergency, defense emergency, government controls, political control, embargoes, inability to obtain supplies of labor, or other conditions beyond the control of the Purchaser whether or not similar to those specifically enumerated herein.
  17. Tools, jigs, dies, fixtures, templates, patterns, drawings and other information and things (hereinafter collectively called tools) paid for or furnished by Purchaser shall be used exclusively for production under Purchaser's order. Seller shall maintain such tools in first class condition and shall not encumber or dispose of them without prior written approval by Purchaser.
  18. Seller shall treat as strictly confidential all specifications, drawings, blueprints, samples, models, and other information supplied by Purchaser. Seller shall not without the prior written consent of Purchaser disclose or divulge to any third person or persons any such information not previously known to Seller or not common knowledge in the industry.
  19. Any material furnished by the Purchaser, on other than a change basis in connection with this order, shall be deemed held by Seller upon consignment. All such materials not used in the manufacture of the goods covered by this order shall be returned to the Purchaser or otherwise disposed of and accounted for according to Purchaser's directions and at Purchaser's expense. All such materials not so accounted for or so returned shall be paid for by Seller.
  20. (a) Except as to articles covered by subparagraph (b) hereof, Seller shall indemnify and hold harmless Purchaser and its vendees, immediate or immediate, from any claims, suits or actions against Purchaser or its vendees on the grounds that the goods covered by this order constitutes an infringement of any United States patent or patent right. Seller shall upon receipt of notice from Purchaser of any such claims, suits or actions assume the defense thereof. If, in any suit an injunction is issued against the further use of the goods or any part thereof, Seller will either procure for the Purchaser or its vendees the right to continue using the goods, or will replace the same with non-infringing goods, or modify them so they become non-infringing, or remove goods and refund the purchase price and the transportation and installation costs thereof. (c) If the articles ordered are to be manufactured or supplied in accordance with drawings and specifications furnished by Purchaser and which are not based upon Seller's drawings and specifications or design, Purchaser agrees, to indemnify and hold harmless Seller from any claims, suits or actions against Seller on the grounds that the goods covered by this order constitute an infringement of any United States patent or patent right.
  21. If Seller's work under this order involves operations by the Seller on the premises of Purchaser, Seller shall, in connection with such operations, (a) indemnify Purchaser against all loss which may result in any way from any act or omission of the Seller, its agents, employees or subcontractors; (b) maintain insurance in amounts satisfactory to Purchaser such as will protect Purchaser from any claims for public liability, property damage, and employee's liability and compensation, and from any claims under any applicable Workman's Compensation or Occupational Disease Acts; and (c) furnish evidence satisfactory to Purchaser of the maintenance of such insurance by Seller.
  22. In accepting this order Seller shall be deemed to represent that the goods and/or the performance of services to be furnished hereunder were or will be produced or performed in compliance with the Fair Labor Standards Act of 1938, as amended, and Seller shall insert the following certification on each invoice submitted in connection with this order:  
"We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."
  23. Neither this order nor any interest therein nor any claim arising hereunder shall be transferred or assigned by the Seller without the prior written approval of the Purchaser.
  24. Compliance with laws. It is a condition of this contract that the Seller certifies that it has complied with all of the provisions of all applicable federal, state and local laws and of all rules, regulations and orders issued thereunder, in the manufacture or production and sale of the material specified herein; and including, but not limited to the Occupational Safety and Health Act of 1970, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, the Fair Labor Standards Act 1938, as amended, the Equal Employment Opportunity Clause described by Executive Order Number 11246 of September 24, 1965, as amended, and Executive Order Number 11375 of October 3, 1967, unless this transaction is exempt under applicable regulations.  
  
Seller hereby warrants that any material delivered to Purchaser pursuant to this contract is not an does not contain (1) a "hazardous substance" as defined in CERCLA, § 101 (14) or "hazardous waste" as defined in RCRA and applicable federal, state, or local law or regulations, or (2) any form of radioactive waste, material, contaminant or pollutant or any spent nuclear fuel as those terms are defined in any applicable federal, state, or local law or regulation.
- If any liability or obligations incurred by or imposed upon Purchaser due to Seller's breach of the foregoing warranties, Seller agrees to defend, indemnify, and hold Purchaser harmless from such liabilities or obligations including, but not limited to, damages, injuries, penalties, fines, attorney fees and expenses.
- This contract and the respective rights and obligations of the parties with regard thereto, shall be governed by and construed according to the laws of the State in which the office issuing this order (as indicated on the reverse side hereof) is located.

**DELIVER NO GOODS AND PROCEED WITH NO WORK WITHOUT A PURCHASE ORDER  
NUMBER WHICH WILL BE CONFIRMED IN WRITING.**

**WARRANTY CARD**

STECO, A DIVISION OF BLUE TEE CORP., hereinafter referred to as SELLER, expressly warrants each new piece of equipment manufactured by us to be free from defects in material and/or workmanship for a period of one (1) year from date of delivery to original purchaser. This warranty shall be effective only if the equipment is operated and maintained in conformance with written directions contained within SELLER'S Maintenance Instructions and is not subject to loads in excess of its rated capacity. Warranty is limited to the replacement or repair at the SELLER'S factory, or at a point designated by the SELLER, of such part as shall appear to the SELLER upon inspection at such point, to have been defective in material and workmanship. This warranty shall cease to be effective as to any equipment manufactured by us that has been resold after use.

This warranty becomes effective and remains in effect only when Invoices for products are paid in accordance with the stated sales terms.

The warranty does not obligate the SELLER to bear the cost of labor, down-time or transportation charges in connection with the replacement or repair of defective parts, nor shall it apply to products upon which repairs or alterations have been made, unless such was authorized by or on behalf of the SELLER. This warranty shall also not apply to any equipment which has been subject to misuse, negligence or accident including, not limited to, upset.

SELLER shall in no event be liable for consequential damages or contingent liabilities.

SELLER makes no Warranty in respect to trade accessories (purchased parts), such being subject to Warranties of their respective manufacturer.

THIS EXPRESS WARRANTY IS OFFERED BY US IN PLACE OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLICIT CLAIM OR REPRESENTATION BY US THAT ANY EQUIPMENT WHICH WE MANUFACTURE IS FIT FOR THE PARTICULAR PURPOSE TO WHICH ANY PERSON MAY WISH TO APPLY IT. WE HEREBY DISCLAIM ANY SUCH IMPLIED WARRANTIES. WE HEREBY PLACE EVERY PURCHASER OF ONE OR MORE OF OUR NEW EQUIPMENT ON NOTICE THAT OUR WRITTEN TERMS AND CONDITIONS SHALL NOT BE SUBJECT TO ORAL MODIFICATION BY US, OUR AGENTS OR THIRD PARTIES.

**WARRANTY CARD**

Model Number \_\_\_\_\_ Serial Number \_\_\_\_\_

Dealer \_\_\_\_\_

Address \_\_\_\_\_

Customer \_\_\_\_\_

Address \_\_\_\_\_

Customer's Signature \_\_\_\_\_

NOTE: Warranty will not be effective unless warranty card is totally completed, signed and returned to:  
STECO, A DIVISION OF BLUE TEE CORP., P.O. Box 3127, Enid, Oklahoma 73702 - Phone 800-627-8326

## SCHEDULE 2.4(b)(xviii)

### OTHER RETAINED SELLER LIABILITIES

1. Employee-related benefits including payroll, bonuses and taxes through Closing.
2. Letters of credit listed in the Attachment (subject to Section 5.1(c) of the Agreement).
3. Seller's obligation to pay commissions in connection with China Tech A/R.
4. Coastal Recycling Services sent a letter to Steco dated September 12, 2011 regarding an alleged failure by Steco to deliver trailers on a timely basis and requesting a reduction in the purchase price of such trailers. Seller retains and Buyer does not assume any liability arising from any claim made by Coastal Recycling Services for breach of contract or otherwise related to this matter, including without limitation, any claim for lost profits or consequential damages. Seller shall also be responsible for any expenses and professional fees incurred in connection with the defense of any such claim, whether incurred by Seller or Buyer. If Buyer is required to take a discount upon the sale of such trailers, Seller shall reimburse Buyer for the amount of the discount.
5. Seller shall retain all obligations, liability and responsibility to ODGCL and its affiliates, including without limitation, in connection with the Memorandum of Understanding between Seller and ODCL. Without limiting the foregoing, Seller shall retain all liability and responsibility related to any warranty claim made by ODGCL or warranty work that must be performed for ODGCL. Buyer does not assume any liability, contract claim or warranty responsibility with respect to this customer, but would complete any warranty service on a contract basis, if any is needed.

BLUSTEE CORP. LETTERS OF CREDIT

<u>Customer</u>	<u>Beneficiary's Name</u>	<u>L/C #</u>	<u>Issue Date</u>	<u>Exp. Date</u>	<u>L/C Amount</u>	<u>Issuer</u>	<u>Bank Rate</u>
Entrprise Nationale De Geophysique	HSBC	CPCS-799630	9-Dec-09	30-Sep-11	23,780.59	JP MorganChase	1.000%
Entrprise Nationale De Geophysique	HSBC	CPCS 757283	19-Nov-09	31-Jul-11	56,825.55	JP MorganChase	1.000%
ODCL	Faysal Bank	68026036	9-Mar-11	29-Feb-12	262,800.00	BOA	
Shenhua International	Bank of China	68026037	16-Mar-11	20-Feb-13	210,000.00	BOA	
Gulf Drilling International (GDI)	Qatar National Bank	CPCS:880647	27-Sep-10	31-Jan-12	42,948.60	JP MorganChase	1.000%
HSBC Bank PLC	HSBC Bank PLC	CPCS-737275	23-Nov-09	31-Jul-11	50,000.00	JP MorganChase	1.000%

\$646,454.74

**SCHEDULE 3.1(b)**  
**SELLER'S GOVERNING DOCUMENTS**

**Please see attached.**



# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "BLUE TEE CORP." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE FIFTEENTH DAY OF DECEMBER, A.D. 1995, AT 9 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 1995, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE FIRST DAY OF MAY, A.D. 1996, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE FIFTH DAY OF JUNE, A.D. 2006, AT 12:48 O'CLOCK P.M.

CERTIFICATE OF OWNERSHIP, FILED THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2007, AT 3:49 O'CLOCK P.M.

CERTIFICATE OF OWNERSHIP, FILED THE TENTH DAY OF DECEMBER, A.D. 2008, AT 7:49 O'CLOCK P.M.

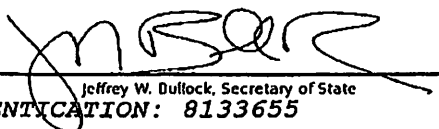
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2008.

2572387 8100H

100772292

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8133655

DATE: 07-26-10

# Delaware

PAGE 2

*The First State*

CERTIFICATE OF OWNERSHIP, FILED THE TENTH DAY OF DECEMBER,  
A.D. 2008, AT 7:50 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF  
THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY  
OF DECEMBER, A.D. 2008.

CERTIFICATE OF OWNERSHIP, FILED THE SIXTH DAY OF NOVEMBER,  
A.D. 2009, AT 6:50 O'CLOCK P.M.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTY-FOURTH DAY OF  
DECEMBER, A.D. 2009, AT 11:56 O'CLOCK A.M.

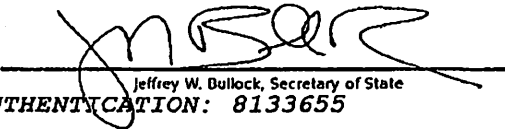
AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID  
CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE  
AFORESAID CORPORATION, "BLUE TEE CORP."

2572387 8100H

100772292

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8133655

DATE: 07-26-10

CERTIFICATE OF INCORPORATION

OF

BLUE TEE CORP.

---

FIRST. The name of the Corporation shall be BLUE TEE CORP.

SECOND. Its registered office in the State of Delaware is to be located at 1013 Centre Road, in the City of Wilmington, County of New Castle, and its registered agent at such address is CORPORATION SERVICE COMPANY.

THIRD. The purpose or purposes of the corporation shall be to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares of stock which the Corporation is authorized to issue is 1,500,000 shares of Class A common stock, with par value of \$0.01 each.

FIFTH. The name and mailing address of the incorporator is as follows:

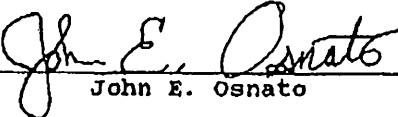
John E. Osnato  
Kavanagh Peters Powell & Osnato  
415 Madison Avenue  
New York, New York 10017

SIXTH. The Board of Directors shall have the power to adopt, amend or repeal the by-laws except as and to the extent provided in said by-laws.

SEVENTH. No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding

the foregoing sentence, a director shall be liable to the extent provided by applicable law, (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article Seventh shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

IN WITNESS WHEREOF, I have executed, signed and acknowledged this Certificate of Incorporation this 15<sup>th</sup> day of December, 1995.

  
\_\_\_\_\_  
John E. Osnato

CERTIFICATE OF MERGER  
OF  
BLUE TEE CORP.  
(a Maine corporation)  
INTO  
BLUE TEE CORP.  
(a Delaware corporation)

---

The undersigned corporation DOES HEREBY CERTIFY:

FIRST: That the name and states of incorporation of each of the constituent corporations of the merger are as follows:

BLUE TEE CORP.	Delaware
BLUE TEE CORP.	Maine

SECOND: That an agreement of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is BLUE TEE CORP., a Delaware corporation.

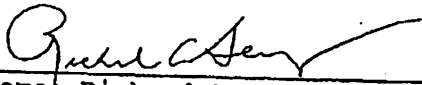
FOURTH: That the certificate of incorporation of BLUE TEE CORP., a Delaware corporation, shall be the certificate of incorporation of the surviving corporation.

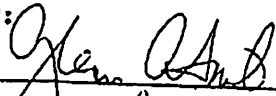
FIFTH: That the executed agreement of merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 250 Park Avenue South, New York, New York 10003.

SIXTH: That a copy of the agreement of merger will be furnished on request and without cost to any stockholder of any constituent corporation.

SEVENTH: The authorized capital stock of Blue Tee Corp., a Maine corporation, the foreign corporation which is a party to a merger is as follows:

<u>Class</u>	<u>Number of Shares</u>	<u>Par Value per share or statement that shares are without par value</u>
A Common Stock	376,923	par value \$0.01 per share
B Common Stock	210,000	par value \$0.01 per share
C Common Stock	490,000	par value \$0.01 per share
D Common Stock	750,000	par value \$0.01 per share
E Common Stock	1,500,000	par value \$0.01 per share
Non-Voting Cumulative Preferred Stock	5,000	par value \$1,000 per share
Voting Cumulative Preferred Stock	5,000	par value \$1,000 per share

  
 Name: Richard A. Secrist  
 Title: President

ATTEST:   
 Name: Glenn A. Smith  
 Title: Secretary

CERTIFICATE OF AMENDMENT  
OF THE  
CERTIFICATE OF INCORPORATION  
OF  
BLUE TEE CORP.

Blue Tee Corp. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware ("GCL"),

DOES HEREBY CERTIFY THAT:

1. The amendment to the Corporation's Certificate of Incorporation set forth below was duly adopted in accordance with the provisions of Section 242 of the GCL and has been consented to in writing by the stockholders in accordance with Section 228 of the GCL.

2. Article FOURTH of the Corporation's Certificate of Incorporation is amended to read in its entirety as follows:

"FOURTH: A. Authorized Capital Stock. The aggregate number of shares of stock which the Corporation shall have the authority to issue is Two Million Five Hundred Thousand (2,500,000) shares consisting of:

1. One Million Five Hundred Thousand (1,500,000) shares of Class A Common Stock, \$.01 par value per share (the "Class A Stock"); and

2. One Million (1,000,000) shares of Class B Common Stock, \$.01 par value per share (the "Class B Stock").

B. Class B Common Stock. The terms, relative rights, preferences and limitations of the Class B Stock are as follows:

1. The holders of Class B Stock shall be entitled to receive, when and as declared by the Board of Directors, out of funds legally available therefor, and if such funds are legally available therefor, no less than once in every twelve month period, preferential dividends in cash in an amount equal to 15.267 Dollars (\$15.267) per share per year, which such preferential dividends shall terminate on April 30, 2004 (the

"Preferred Dividends"). The Preferred Dividends shall be cumulative and shall be paid on dates to be determined by the Board of Directors to record holders of Class B Stock on such dividend payment date.

2. In no event, so long as any shares of Class B Stock are outstanding, shall any dividends or distributions whatsoever, whether in cash, stock or otherwise, directly or indirectly, be paid or declared or any sums set aside therefore with respect to any Junior Stock (as defined below) or otherwise to any holder of Junior Stock unless prior to or simultaneous therewith all cumulative Preferred Dividends have been declared and paid in full. Issued and outstanding shares of Class A Stock and Class B Stock shall share ratably, with identical rights and preferences in any dividends paid, or declared and set aside for payment, other than the Preferred Dividends which shall be paid before any other dividends are paid. The term "Junior Stock" shall mean the Class A Stock and shares of capital stock of the Corporation issued pursuant to Paragraph D.3 which shall rank junior to the Class B Stock as to dividends or distribution of assets on liquidation, dissolution or winding up of the Corporation.

3. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the assets of the Corporation which remain after satisfaction in full of all valid claims of creditors of the Corporation and which are available for payment to shareholders, shall be distributed ratably to the holders of Class B Stock in an amount equal to (i) \$8,400,000, less, (ii) all Preferred Dividends paid on the Class B Stock to the date fixed for the distribution of the Corporation's assets. If upon any liquidation, dissolution or winding up of the Corporation, the amounts payable with respect to the Class B Stock are not paid in full, the holders of the Class B Stock shall share ratably in any distribution of assets in proportion to the amounts to which they are entitled. After payment in full of the amounts to which they are entitled as provided in this Paragraph B.3, the holders of Class B Stock shall be entitled to share ratably with the holders of Class A Stock in



the distribution of the remaining assets of the Corporation.

C. Class A Stock. The terms, relative rights, preferences and limitations of the Class A Stock are as follows:

Subject to all rights of the Class B Stock, dividends may be paid on the Class A Stock as and when declared by the Board of Directors out of any funds of the Corporation legally available for the payment thereof. Except for the Preferred Dividends which shall be paid only to the holders of Class B Stock, issued and outstanding shares of Class A Stock and Class B Stock shall share ratably in any such dividend or distribution paid. The restriction on dividends and distributions with respect to shares of Class A Stock and Class B Stock are in addition to, and not in derogation of, any other restrictions on such dividends and distributions imposed by applicable law or set forth in this Certificate of Incorporation, as amended.

D. Provision Applicable to Both Classes of Stock. The following terms are applicable to the Class A Stock and the Class B Stock.

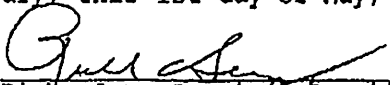
1. Each holder of shares of Class A Stock and/or Class B Stock shall be entitled to one vote for each share thereof held. Except as otherwise required by law, the holders of Class A Stock and Class B Stock shall vote together as a single class and not as separate classes.


2. Except as otherwise provided in this FOURTH Article, the Class A Stock and the Class B Stock, and the powers, preferences and rights in respect thereof (and the qualification, restrictions and limitations thereon) shall be identical.

3. Shares of stock of any class of the Corporation may be issued by the Corporation from time to time for such consideration as may be fixed from time to time by the Board of Directors, except that no shares of stock of the Corporation may be authorized and/or issued which have the right to receive a dividend senior to or in parity with the Preferred Dividends, except with the prior approval of the Trustee of the Blue Tee Corp.

Employee Stock Ownership Trust. Any and all shares so issued with dividend rights junior to the Preferred Dividends, the full consideration for which shall have been paid or delivered, shall be deemed fully paid and nonassessable stock and not liable for any further call or assessment thereon."

IN WITNESS WHEREOF, the Corporation has caused his Certificate to be signed by Richard A. Secrist, its President, and Glenn A. Smith, its Secretary, this 1st day of May, 1996.

  
Richard A. Secrist, President

  
Glenn A. Smith, Secretary

**CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF INCORPORATION**  
**OF**  
**BLUE TEE CORP.**

Blue Tee Corp. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware ("GCL"),

Does hereby certify that:

1. The amendment to the Corporation's Certificate of Incorporation set forth below was duly adopted in accordance with the provisions of Section 242 of the GCL and has been consented to in writing by the stockholders in accordance with Section 228 of the GCL.

2. The certificate of incorporation of the Corporation is hereby amended by striking out Article Fourth thereof and by substituting in lieu of said Article the following new Article:

**FOURTH: Authorized Capital Stock.** The aggregate number of shares of stock which the Corporation shall have the authority to issue is Three Hundred Thousand (300,000) shares consisting of Three Hundred Thousand (300,000) shares of Class A Common Stock, \$.01 par value per share (the "Class A Stock"). Dividends may be paid on the Class A Stock as and when declared by the Board of Directors out of any funds of the Corporation legally available for the payment thereof. Each holder of shares of Class A Stock shall be entitled to one vote for each share thereof held. Shares of Class A Stock may be issued by the Corporation from time to time for such consideration as may be fixed from time to time by the Board of Directors. Any and all shares so issued, the full consideration for which shall have been paid or delivered, shall be deemed fully paid and non-assessable stock and not liable for any further call or assessment thereon.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by William M. Kelly, its President, and David P. Alldian, its Secretary, this 23<sup>rd</sup> day of February, 2006.

  
William M. Kelly, President

  
David P. Alldian, Secretary

CERTIFICATE OF OWNERSHIP AND MERGER  
OF  
AZCON SALES CORPORATION  
(a Delaware corporation)

INTO

BLUE TEE CORP.  
(a Delaware corporation)

It is hereby certified that:

1. BLUE TEE CORP. (the "Corporation") is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of each class of the stock of AZCON SALES CORPORATION, which is also a business corporation of the State of Delaware
3. On December 27, 2007, the Board of Directors of the Corporation adopted the following resolutions to merge AZCON SALES CORPORATION into the Corporation:

**RESOLVED**, that AZCON SALES CORPORATION be merged into this Corporation, and that all of the estate, property, rights, privileges, powers and franchises of AZCON SALES CORPORATION be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by AZCON SALES CORPORATION in its name.

**RESOLVED**, that this Corporation shall assume all of the obligations of AZCON SALES CORPORATION.

**RESOLVED**, that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the State of Delaware and within any other appropriate jurisdiction.

Executed on December 27, 2007

BLUE TEE CORP.

By: 

David P. Alkian  
Executive Vice President-Finance

CERTIFICATE OF OWNERSHIP AND MERGER

OF

GEORGE E. FAILING SALES COMPANY, INC.  
(a Delaware corporation)

INTO

BLUE TEE CORP.  
(a Delaware corporation)

It is hereby certified that:

1. BLUE TEE CORP. (the "Corporation") is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of the stock of GEORGE E. FAILING SALES COMPANY, INC., which is also a business corporation of the State of Delaware.
3. On December 10, 2008, the Board of Directors of the Corporation adopted the following resolutions to merge GEORGE E. FAILING SALES COMPANY, INC. into the Corporation:

**RESOLVED**, that GEORGE E. FAILING SALES COMPANY, INC. be merged into this Corporation, and that all of the estate, property, rights, privileges, powers and franchises of GEORGE E. FAILING SALES COMPANY, INC. be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by GEORGE E. FAILING SALES COMPANY, INC. in its name; and

**RESOLVED**, that this Corporation shall assume all of the obligations of GEORGE E. FAILING SALES COMPANY, INC., and

**RESOLVED**, that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware and by the laws of any other appropriate jurisdiction and will cause to be performed all

necessary acts within the State of Delaware and within any other appropriate jurisdiction; and

**RESOLVED**, that the effective time of the Certificate of Ownership and Merger setting forth a copy of these resolutions, and the time when the merger therein provided for, shall become effective shall be December 31, 2008.

Executed on December 10, 2008

BLUE TEE CORP.

By: 

David P. Aldian  
Executive Vice President-Finance

CERTIFICATE OF OWNERSHIP AND MERGER

OF

BROWN-STRAUSS STEEL SALES, INC.  
(a Delaware corporation)

INTO

BLUE TEE CORP.  
(a Delaware corporation)

It is hereby certified that:

1. BLUE TEE CORP. (the "Corporation") is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of each class of the stock of BROWN-STRAUSS STEEL SALES, INC., which is also a business corporation of the State of Delaware.
3. On December 10, 2008, the Board of Directors of the Corporation adopted the following resolutions to merge BROWN-STRAUSS STEEL SALES, INC. into the Corporation:

RESOLVED, that BROWN-STRAUSS STEEL SALES, INC. be merged into this Corporation, and that all of the estate, property, rights, privileges, powers and franchises of BROWN-STRAUSS STEEL SALES, INC. be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by BROWN-STRAUSS STEEL SALES, INC. in its name; and

RESOLVED, that this Corporation shall assume all of the obligations of BROWN-STRAUSS STEEL SALES, INC.; and

RESOLVED, that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the State of Delaware and within any other appropriate jurisdiction; and

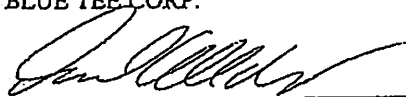


RESOLVED, that the effective time of the Certificate of Ownership and Merger setting forth a copy of these resolutions, and the time when the merger therein provided for, shall become effective shall be December 31, 2008.

Executed on December 10, 2008

BLUE TEE CORP.

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

  
David P. Alldian  
Executive Vice President-Finance

CERTIFICATE OF OWNERSHIP AND MERGER

OF

STANDARD ALLOYS & MANUFACTURING SALES COMPANY  
(a Delaware corporation)

INTO

BLUE TEE CORP.  
(a Delaware corporation)

It is hereby certified that:

1. BLUE TEE CORP. (the "Corporation") is a business corporation of the State of Delaware.

2. The Corporation is the owner of all of the outstanding shares of each class of the stock of STANDARD ALLOYS & MANUFACTURING SALES COMPANY, which is also a business corporation of the State of Delaware.

3. On October 29, 2009, the Board of Directors of the Corporation adopted the following resolutions to merge STANDARD ALLOYS & MANUFACTURING SALES COMPANY into the Corporation:

RESOLVED, that STANDARD ALLOYS & MANUFACTURING SALES COMPANY be merged into this Corporation, and that all of the estate, property, rights, privileges, powers and franchises of STANDARD ALLOYS & MANUFACTURING SALES COMPANY be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by STANDARD ALLOYS & MANUFACTURING SALES COMPANY in its name; and

RESOLVED, that this Corporation shall assume all of the obligations of STANDARD ALLOYS & MANUFACTURING SALES COMPANY; and

RESOLVED, that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware and by the laws of any other appropriate jurisdiction and will cause to be performed all


necessary acts within the State of Delaware and within any other appropriate jurisdiction; and

RESOLVED, that the effective time of the Certificate of Ownership and Merger setting for a copy of these resolutions, and the time when the merger therein provided for, shall become effective upon filing with the Secretary of State.

Executed on October 30, 2009

BLUE TEE CORP.

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

  
David P. Alldian  
Executive Vice President-Finance

CERTIFICATE OF OWNERSHIP AND MERGER

OF

BLUE TEE HOLDINGS, INC.  
(a Delaware corporation)

INTO

BLUE TEE CORP.  
(a Delaware corporation)

It is hereby certified that:

1. BLUE TEE CORP. (the "Corporation") is a business corporation of the State of Delaware.

2. The Corporation is the owner of all of the outstanding shares of each class of the stock of BLUE TEE HOLDINGS, INC., which is also a business corporation of the State of Delaware.

3. On December 9<sup>th</sup>, 2009, the Board of Directors of the Corporation adopted the following resolutions to merge BLUE TEE HOLDINGS, INC. into the Corporation:

**RESOLVED**, that BLUE TEE HOLDINGS, INC. be merged into this Corporation, and that all of the estate, property, rights, privileges, powers and franchises of BLUE TEE HOLDINGS, INC. be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by BLUE TEE HOLDINGS, INC. in its name; and.

**RESOLVED**, that this Corporation shall assume all of the obligations of BLUE TEE HOLDINGS, INC.; and

**RESOLVED**, that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the State of Delaware and within any other appropriate jurisdiction; and

**RESOLVED**, that the effective time of the Certificate of Ownership and Merger setting forth a copy of these resolutions, and the time when the merger therein provided for, shall become effective shall be upon filing with the Secretary of State.

Executed on December 9<sup>th</sup>, 2009

BLUE TEE CORP.

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

  
David P. Alldian  
Executive Vice President - Finance

Adopted as of September 21, 2005

AMENDED AND RESTATED

BY-LAWS

OF

BLUE TEE CORP.

(hereinafter called the "Corporation")

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be that office specified from time to time in the Certificate of Incorporation of the Corporation (the "Certificate of Incorporation").

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors or officers may from time to time determine.

ARTICLE II

MEETING OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of the notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, Special Meetings of Stockholders, for any purpose or purposes, may be called by either the Chairman of the Board or the President and shall be called by any such officer at the request in writing of a majority of the Board of Directors or at the

request in writing of stockholders owning a majority of the capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Meetings by Remote Communication. The Board of Directors may, in its sole discretion, determine that an annual or special meeting shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the Delaware General Corporation Law. If a meeting by remote communication is authorized by the Board of Directors in its sole discretion, and subject to guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication, participate in a meeting of stockholders and be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (a) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (b) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (c) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 5. Notice of Meetings. Written notice of an Annual Meeting or Special Meeting stating the place, date and hour of the meeting and in the case of a Special Meeting, the purpose or purposes for which the meeting is called shall be given not less than ten or more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. The notice of any meeting shall also include, or be accompanied by, any additional statements, information or documents required by the Delaware General Corporation Law.

Section 6. Waiver of Notice. Notice of the time, place, and purpose or purposes of any meeting of stockholders may be waived by a written waiver thereof, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice. Such waiver, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 7. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to

adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. As such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be give to each stockholder entitled to vote at the meeting.

Section 8. Voting. Unless otherwise required by law, the Certificate of Incorporation or these By-Laws, any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat. Each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven months from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 9. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted to be taken at any Annual or Special Meeting of Stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the Corporation can determine that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper shall be delivered to the Corporation by delivery to its principal place of business or an officer or agent of the Corporation having custody of the book in which the proceedings of meetings of stockholders are recorded, to the extent and in the manner provided by resolution of the Board of Directors of the Corporation. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing. Prompt notice of taking of the corporate action without a meeting by less than unanimous written consent



shall be given to those stockholders who have not consented in writing.

Section 10. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purposes germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, at the office of the Secretary of the Corporation and at the office of its transfer agent or registrar, if there be one. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 11. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 7 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

### ARTICLE III

#### DIRECTORS

Section 1. Number and Election of Directors. The Board of Directors shall consist of not less than three or nor more than fifteen members, as determined by resolution of the Board of Directors from time to time. Except as provided in Section 2 of this Article and except as provided in the Certificate of Incorporation, directors shall be elected by a plurality of the votes cast at Annual Meetings of Stockholders, and each director so elected shall hold office until the next Annual Meeting and until his successor is duly elected and qualified, or until his earlier resignation or removal. Any director may resign at any time upon notice to the Corporation. Directors need not be stockholders.

Section 2. Vacancies. Except as provided by the Delaware General Corporation Law with respect to directors elected by a class of stockholders, vacancies and newly created directorships resulting from any increase in the authorized number of directors or the removal of any director may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, or until their earlier resignation or removal.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there be one, the President, or any two directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, telegram or other electronic transmission on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the directors or members of a committee of directors need be specified in any written notice unless so required by the Certificate of Incorporation or these by-laws. Whenever notice is required to be given under the Delaware General Corporation Law, Certificate of Incorporation or these By-Laws, a written waiver signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of any such person at a meeting shall constitute a waiver of notice of such meeting, except when such person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these By-Laws, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business except when a vacancy or vacancies prevents such majority, whereupon a majority of the directors in office shall constitute a quorum, provided, that such majority shall constitute at least one-third of the whole Board of Directors. The act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Required Approvals. The affirmative vote of a majority of the directors shall be required in order for the Corporation to take any of the following actions: (a) dispose of all or substantially all the consolidated assets of the Corporation, either directly or through one or more subsidiaries; (b) make any loans or other advances of money to any officer, director, shareholder or affiliates thereof outside of the ordinary course of business, or otherwise enter into or be a party to any transaction with any such individual or person; (c) issue stock options or warrants which in the aggregate cover more than 5% of the shares of Common Stock outstanding, to any officer, director, shareholder or affiliates thereof, or any other individual or person in connection with an arrangement for employment by, or consulting relationship with, the Corporation; (d) issue any form of long-term debt in excess of \$ 1 million, other than long-term debt permitted under any previously approved bank facility or incurred to refinance debt outstanding; (e) liquidate the Corporation; (f) change in any material way the accounting methods or policies (except to conform to generally accepted accounting principles), or the auditors (unless the new auditors are a nationally

recognized independent accounting firm) of the Corporation; or (g) amend or modify the Certificate of Incorporation or these By-Laws or the articles of incorporation or by-laws of any material subsidiary of the Corporation.

Section 7. Actions of the Board. Unless otherwise provided by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing or electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 8. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these By-Laws, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 shall constitute presence in person at such meeting.

Section 9. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 10. Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 11. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its

Directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorized the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or (iii) the contract or transaction is fair as to the Corporation of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the shareholders and the person asserting the fairness of the transaction establishes the fairness. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

Section 12. Removal of Directors. Except as may otherwise be provided by the Delaware General Corporation law, any director of the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

#### ARTICLE IV

#### OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these By-Laws. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Appointment. The Board of Directors at its first meeting held after each Annual Meeting of Stockholders shall appoint the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any officer appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries of all officers of the Corporation shall be fixed by the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice-President and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there be one, shall preside at all meetings of the stockholders and of the Board of Directors. He shall be the Chief Executive Officer of the Corporation, and except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. During the absence or disability of the President, the Chairman of the Board of Directors shall exercise all the powers and discharge all the duties of the President. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these By-Laws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors and, if there be one, the Chairman of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these By-Laws, the Board of Directors or the President. In the absence or disability of the Chairman of the Board of Directors, or if there be none, the President shall preside at all meetings of the stockholders and the Board of Directors. If there be no Chairman of the Board of Directors, the President shall be the Chief Executive Officer of the Corporation. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these By-Laws or by the Board of Directors.

Section 6. Vice-Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice-President or the Vice-Presidents if there is more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice-President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Chairman of the Board of Directors and no Vice-President, the Board of Directors shall designate the

officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable to shall refuse to cause to be given notice of all meetings of the stockholders an special meetings of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these By-Laws, Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice-President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice-President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

## ARTICLE V

### STOCK

Section 1. Form of Certificate. Certificates representing stock in the Corporation shall be signed, in the name of the Corporation (i) by the Chairman of the Board of Directors, the President or a Vice-President and (ii) by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) the Secretary, (ii) a transfer agent other than the Corporation or its employee, or (iii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificate. The Board of Directors may direct a new certificate of stock or uncertificated shares to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or give the Corporation a bond in such

in connection with the defense or settlement of such action, or in connection with an appeal thereof, if the Agent acted in good faith and in a manner the Agent reasonably believed to be in, or not opposed to, the best interests of the Corporation. Notwithstanding the foregoing, no indemnification shall be made in respect of any action as to which a person shall have been adjudged to be liable to the Corporation if applicable law prohibits such indemnification, unless the court of Chancery of the State of Delaware or the court in which such action shall have been brought or is pending shall determine that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which the Court of Chancery or such other court shall deem proper. With the consent of the Board of Directors, the Corporation may provide such indemnification.

Section 3. Other Indemnification. The Corporation may indemnify any person to whom the Corporation is permitted to provide indemnification by applicable law, whether pursuant to rights granted pursuant to, or provided by, the Delaware General Corporation Law or other rights created by any by-law, agreement, vote of stockholders or disinterested directors or otherwise, it being expressly intended that these By-Laws authorize the creation of such other rights in any such manner.

Section 4. Advances. The Corporation shall, from time to time, reimburse or advance to any Agent, and may reimburse its employees and agents, the funds necessary for payment of reasonable expenses (including attorneys' fees) incurred in connection with any action, suit or proceeding referred to in Sections 1 and 2 of this Article, upon receipt of a written undertaking by or on behalf of such person to repay such amount(s) if a judgment or other final adjudication adverse to the person seeking indemnification establishes that (i) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated, or (ii) he or she personally gained in fact a financial or other advantage to which he or she was not legally entitled. The Corporation may reimburse or advance to any person to whom the Corporation is permitted to provide advancement of expenses by applicable law, whether pursuant to rights granted pursuant to, or provided by, the General Corporation Law or other rights created by any by-law, agreement, vote of stockholders or disinterested directors or otherwise, it being expressly intended that these By-Laws authorize the creation of such other rights in any such manner.

Section 5. Agreements. The Corporation may, with the approval of the Board of Directors, enter into an agreement with any person to provide for indemnification of such person or advancement of expenses to such person, to the extent not prohibited by law. The failure to enter into any such agreement shall not affect or limit the rights of any such person under this Article VIII.

Section 6. Presumption and Applicability.

- (a) Any officer or director of the Corporation serving (i) another corporation, of which a majority of the shares entitled to vote in the election of its directors is held by the Corporation, or (ii) any qualified or non-qualified



plan or other employee benefit plan of the Corporation or any corporation referred to in clause (i) above, shall be deemed to be doing so at the request of the Corporation. In all other cases, the provisions of this Article VIII will apply (x) only if the person serving another corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise so serves or served at the specific request of the Corporation, evidenced by a written communication signed by an officer of the Corporation, and (y) only if and to the extent that, after making such efforts as the Corporation shall deem adequate in the circumstances, such person shall be unable to obtain indemnification from such other enterprise or its insurer.

- (b) The termination of any action, suit or proceeding – whether by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent – shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his or her conduct was unlawful.
- (c) Any person entitled to be indemnified or to the reimbursement or advancement of expenses as a matter of right pursuant to this Article VIII may elect to have the right to indemnification (or advancement of expenses) interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time indemnification or advancement of expenses is sought.
- (d) For purposes of Sections 1 and 2 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his or her conduct was unlawful, if his or her action was based on the records or books of account of the Corporation or another enterprise, or on information supplied to him or her by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 6(d) shall mean any other corporation or any partnership, joint venture, trust or other enterprise of which such person is or was serving at the request

of the Corporation as a director or officer employee or agent. The provisions of this Section 6(d) shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Sections 1 or 2 of this Article VIII, as the case may be.

Section 7. Non-Exclusivity and Survival of Indemnification. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (however embodied) of any court of competent jurisdiction or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the Delaware General Corporation Law or otherwise. The indemnification provided by this Article VIII shall continue as to a person who has ceased to be an Agent, and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or enterprise against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power or obligation to indemnify him or her against such liability under the provisions of this Article VIII.

Section 9. Meaning of "the Corporation" for Purposes of Article VIII. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director or officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE IX

AMENDMENTS

Section 1. These By-Laws may be altered, amended or repealed, in whole or in part, or new By-Laws may be adopted by the stockholders; provided, however, that notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such meeting of stockholders. All such amendments must be approved by the vote of the holders of all of the outstanding capital stock entitled to vote thereon.

Section 2. Entire Board of Directors. As used in this Article IX and in these By-Laws generally, the term "entire Board of Directors" means the total number of directors which the Corporation would have if there were no vacancies.

**SCHEDULE 3.10**  
**ACCOUNTS RECEIVABLE**

**Please see attached.**

## ACCOUNTS RECEIVABLE AGING REPORT

Sequence by Customer: ACCOUNT NUMBER Aged By: DUE DATE Current Customers: INCLUDED  
 Customer Range: 9999 thru 999999 Aging Date: 9/30/2011 Paid Invoices: INCLUDED  
 \*AR = AR over limit \*ARCP = AR + CP over limit Update Agings: YES Current Invoices: INCLUDED

Cust No Customer Information

Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
20855 ATLAS DRILLING CO PTY LTD 61738710162 61-7-408 664 292					
*ARCP Crd Rem: 62,983.30-					
Crd Lmt: 8,900.00					
Totals:	17,698.90	17,698.90	.00	.00	.00
-----					
24306 STEWART & STEVENSON CANADA INC CALGARY 403-215-5300					
*AR Crd Rem: 11,803.87-					
Crd Lmt: 1,100.00					
Totals:	12,903.87	12,903.87	.00	.00	.00
-----					
24429 NORTHWEST SEQUOIA DRLG LTD. 403-279-3161 403-333-2720 (CELL)					
*AR Crd Rem: 5,638.08-					
Crd Lmt: 1.00					
Totals:	5,639.08	5,639.08	.00	.00	.00
-----					
24611 J.S. REDPATH LIMITED NORTH BAY 705-474-2461					
*ARCP Crd Rem: 1,874.00-					
Crd Lmt: 1.00					
Totals:	625.00	625.00	.00	.00	.00
-----					
24941 SHENHUA INTERNATIONAL LTD + BEIJING 861058131125 WANG ZHIYI					
*AR Crd Rem: 2,099,032.66-					
Crd Lmt: 1.00					
Totals:	2,099,033.66	2,100,000.00	.00	.00	966.34-
-----					
24951 SUN RAINBOW TECH LIMITED BEIJING 861082072610 PETERLEE@CHINA.COM					
Crd Rem: 1,468.00					
Crd Lmt: 1,000.00					
Totals:	468.00-	38.00-	.00	.00	430.00-
-----					
31141 NATIONAL EGYPTIAN DRILLING & + CAIRO 20225084914 HANY BADAWI					
*AR Crd Rem: 44.00-					
Crd Lmt: 1.00					
Totals:	45.00	45.00	.00	.00	.00
-----					
31191 REGWA CAIRO 25934664 25934506					
Crd Rem: 11,996.30					
Crd Lmt: 1.00					
Totals:	30,545.46-	.00	.00	.00	30,545.46-
-----					
36321 DAHO POZOS DE CENTROAMERICA SA 50223825000					
*AR Crd Rem: 1,608.96-					
Crd Lmt: 1.00					
Totals:	1,609.96	1,609.96	.00	.00	.00
-----					
36341 IPERSA, P-003 502-474-2876 IPERSA@GMAIL.COM THOMAS					
Crd Rem: 679.24					

## Cust No Customer Information

		Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
Crd Lmt:	1.00	Totals:	10,183.42-	10,183.42-	.00	.00	.00
38276 MINISTRY OF INDUSTRY		MOSUL					
*AR Crd Rem:	2,723,072.00-	Totals:	2,723,073.00	2,723,073.00	.00	.00	.00
Crd Lmt:	1.00	-----					
39941 NAGECO		TRIPOLI					
		MOHAMED BELAZIE					
*AR Crd Rem:	78,704.00-	Totals:	78,705.00	.00	.00	.00	78,705.00
Crd Lmt:	1.00	-----					
40041 K MAIKAI CO LTD							
81475301001							
Crd Rem:	532.42	Totals:	467.58	467.58	.00	.00	.00
Crd Lmt:	1,000.00	-----					
43971 ESAFOR NIGER							
22720452415 ismail noureddine							
Crd Rem:	4,571.50	Totals:	21,395.66-	21,395.66-	.00	.00	.00
Crd Lmt:	1.00	-----					
46055 9 DE JUNIO SA							
595 21603297 ING PRIMO A CANO C							
Crd Rem:	406.56	Totals:	405.56-	.00	.00	.00	405.56-
Crd Lmt:	1.00	-----					
46091 GEOTEC S.A.		LIMA					
511-326-0494							
Crd Rem:	1.00	Totals:	3,276.10-	3,276.10-	.00	.00	.00
Crd Lmt:	1.00	-----					
47001 FH SOFT-GUM							
678-252-6557							
*ARCP Crd Rem:	27,447.49-	Totals:	773.25-	773.25-	.00	.00	.00
Crd Lmt:	1.00	-----					
49801 ATLAS COPCO CRAELIUS AB							
0858778500							
*AR Crd Rem:	5,579.47-	Totals:	5,580.47	5,580.47	.00	.00	.00
Crd Lmt:	1.00	-----					
51204 EMAS ENERGY SERVICES LTD		BANGKOK					
+66 27929509							
*ARCP Crd Rem:	38,134.19-	Totals:	3,439.56-	3,439.56-	.00	.00	.00
Crd Lmt:	1.00	-----					
53465 GOPCO OILFIELD & IND. SUPPLIES		LA ROMAINE					
8686528721							
*ARCP Crd Rem:	32,139.00-	Totals:	10.00	10.00	.00	.00	.00
Crd Lmt:	1.00	-----					
55822 U.S. CORP. OF ENGINEERS		MOBILE AL					
334-441-6229							

Cust No Customer Information

		Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
Crd Rem:	5,046.86						
Crd Lmt:	5,000.00						
Totals:		46.86-	.00	.00	.00	.00	46.86-
-----							
67402	LOUISIANA DEPT OF TRANS & DEVE 225-935-0205	BATON ROUGE LA					
Crd Rem:	19.50						
Crd Lmt:	1.00						
Totals:		18.50-	.00	.00	.00	.00	18.50-
-----							
77711	PECOS VALLEY ARTESIAN 505-622-7000 BRENT BULLOCK	ROSWELL NM					
*AR Crd Rem:	717.35-						
Crd Lmt:	1.00						
Totals:		718.35	718.35	.00	.00	.00	.00
-----							
80560	DFAS-LI/FP	LIMESTONE ME					
*AR Crd Rem:	239,549.69-						
Crd Lmt:	1.00						
Totals:		239,550.69	11,573.00	227,977.69	.00	.00	.00
-----							
94035	A & A PUMP & WELL DRILLING 805-688-8805	BUELLTON CA					
Crd Rem:	561.97						
Crd Lmt:	1,000.00						
Totals:		438.03	438.03	.00	.00	.00	.00
-----							
94281	A A A WELL DRILLING # 803-755-1203 MIKE SWEARINGER	LEXINGTON SC					
*ARCP Crd Rem:	3,183.48-						
Crd Lmt:	1.00						
Totals:		729.35	729.35	.00	.00	.00	.00
-----							
101981	ACUMEN INTERNATIONAL 713-896-0050	HOUSTON TX					
*ARCP Crd Rem:	16,566.78-						
Crd Lmt:	1.00						
Totals:		1,405.32	1,405.32	.00	.00	.00	.00
-----							
126791	ANDERSON SEIS BIT SERV 307-234-2809	CASPER WY					
Crd Rem:	1,060.84						
Crd Lmt:	1,500.00						
Totals:		439.16	439.16	.00	.00	.00	.00
-----							
131961	AQUA SERVICE INC 715-458-2250	CAMERON WI					
Crd Rem:	736.87						
Crd Lmt:	1,000.00						
Totals:		263.13	263.13	.00	.00	.00	.00
-----							
132091	AQUA WELLS, INC. 417-753-1975 WENDELL MARTIN	ROGERSVILLE MO					
Crd Rem:	17,473.27						
Crd Lmt:	1,500.00						
Totals:		15,973.27-	.00	.00	677.10	.00	16,650.37-
-----							
137051	ARMSTRONG MACHINE COMPANY 712-335-4131	POCAHONTAS IA					
Crd Rem:	1,025.80						
Crd Lmt:	1,100.00						
Totals:		74.20	74.20	.00	.00	.00	.00
-----							
139501	ARTHUR & DRUM WELL DRILLING CO	FRESNO CA					

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
	559-896-5369						
	Crd Rem: 1,051.74						
	Crd Lmt: 1,000.00						
	Totals:	360.84-	.00	360.84-	.00	.00	.00
140741	ASSOCIATED DRILLING, INC OLSBURG KS 785-468-3324 DARIN DUNCAN						
*ARCP	Crd Rem: 6,103.76-						
	Crd Lmt: 500.00						
	Totals:	6,592.48	6,592.48	.00	.00	.00	.00
144101	ATLAS COPCO DRILLING SOL GARLAND TX 972-496-7400						
*AR	Crd Rem: 10,794.50-						
	Crd Lmt: 1,000.00						
	Totals:	11,794.50	11,794.50	.00	.00	.00	.00
147881	B & B DRILLING CO. # MILLS WY 307-265-3071						
	Crd Rem: 117.30						
	Crd Lmt: 1.00						
	Totals:	116.30-	.00	116.30-	.00	.00	.00
149051	B & H RIG & TONG SALES INC. MILLS WY 307-265-5566 VIRGINIGA HODGDEN						
*ARCP	Crd Rem: 14,988.98-						
	Crd Lmt: 1,100.00						
	Totals:	15,630.22	15,630.22	.00	.00	.00	.00
149061	B & H CONSTRUCTION @ GOLDSBY OK 405-288-2412 "MUST HAVE PO# TO SHIP"						
*ARCP	Crd Rem: 17,800.99-						
	Crd Lmt: 1,000.00						
	Totals:	51.06	701.16	.00	650.10-	.00	.00
151251	BRB, INC. SHREVEPORT LA 318-938-7373 Debbie Fowler						
	Crd Rem: 335.07						
	Crd Lmt: 1,100.00						
	Totals:	764.93	764.93	.00	.00	.00	.00
164271	BEE CAVE DRILLING # DRIPPING SPRING TX 512-894-4421 BOBBY						
	Crd Rem: 426.03						
	Crd Lmt: 1.00						
	Totals:	425.03-	425.03-	.00	.00	.00	.00
168501	BERTRAND WELL DRILLING MIDDLEBORO MA 508-947-5723 JOSEPH CELL 508-294-0165						
*AR	Crd Rem: 339.00-						
	Crd Lmt: 1.00						
	Totals:	340.00	340.00	.00	.00	.00	.00
177521	BISHOP WELL & PUMP SERVICE, INC TIFTON GA 229-382-6117 Gail Cook						
*ARCP	Crd Rem: 5,631.91-						
	Crd Lmt: 1,000.00						
	Totals:	5,068.27	6,328.92	1,260.65-	.00	.00	.00
180902	BOART LONGYEAR DRILLING, KZ ALMATY 77272954798						
*ARCP	Crd Rem: 103,572.37-						
	Crd Lmt: 1.00						
	Totals:	125,320.37-	.00	.00	.00	109,763.37-	15,557.00-



Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
191231	BRADFORD SUPPLY COMPANY 618-544-3171	ROBINSON IL					
*AR	Crd Rem: 1,354.17- Crd Lmt: 1.00	Totals:	1,355.17	1,461.46	.00	.00	106.29-
217271	CP MASTERS 405-293-9777 405-330-1550	GUTHRIE OK					
*ARCP	Crd Rem: 99,882.69- Crd Lmt: 1,000.00	Totals:	65,420.11	65,420.11	.00	.00	.00
221981	CAL-WATER DRILLING COMPANY 209-667-7932	TURLOCK CA					
	Crd Rem: 294.87 Crd Lmt: 1.00	Totals:	293.87-	.00	.00	.00	293.87-
230601	CAPSTAR DRILLING INC. 432-366-0161	ODESSA TX					
*AR	Crd Rem: 5,314.27- Crd Lmt: 1,100.00	Totals:	6,414.27	11,204.27	4,790.00-	.00	.00
233461	CORRPRO COMPANY # 409-381-1128	HOUSTON TX					
	Crd Rem: 27.20 Crd Lmt: 1.00	Totals:	26.20-	26.20-	.00	.00	.00
237291	CENTRAL ARIZONA PUMP, LLC 928-476-5440 CELL 928-978-0207	PAYSON AZ					
	Crd Rem: 702.91 Crd Lmt: 1,000.00	Totals:	297.09	297.09	.00	.00	.00
237311	CENTRAL PENN RIG SERVICE, LLC 814-342-4800	MORRISDALE PA					
*AR	Crd Rem: 1,570.86- Crd Lmt: 1.00	Totals:	1,571.86	299.31	.00	.00	1,272.55
237510	STEWART@ 281-442-1339	HOUSTON TX					
	Crd Rem: 3,764.50 Crd Lmt: 1.00	Totals:	3,763.50-	.00	3,763.50-	.00	.00
242981	CHARLIE'S SPECIALTY 618-395-8696	OLNEY IL					
	Crd Rem: 1,008.73 Crd Lmt: 1,000.00	Totals:	8.73-	76.54	.00	85.27-	.00
253941	CLOVIS WELL DRILLING # 559-441-0598 LARRY CELL 559-217-8684	FRESNO CA					
	Crd Rem: 221.18 Crd Lmt: 1.00	Totals:	220.18-	.00	.00	.00	220.18-
276701	C P DRILLING 580-488-3893 Rex or Robyn Penry	LEEDEY OK					
*AR	Crd Rem: 90.32- Crd Lmt: 1.00	Totals:	91.32	91.32	.00	.00	.00

Cust No Customer Information

Amount up to 30 31 to 60 61 to 90 91 to 120 121+

Cust No		Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
-----								
277851	CRAWFORD SUPPLY	PLAINVILLE KS						
	785-434-4631	valerie Crawford						
	Crd Rem:	1,023.31						
	Crd Lmt:	1,100.00						
	Totals:		76.69	76.69	.00	.00	.00	.00
-----								
277921	FRANK CREASY #	VALDOSTA GA						
	229-244-0558							
*AR	Crd Rem:	161.12-						
	Crd Lmt:	1.00						
	Totals:		162.12	162.12	.00	.00	.00	.00
-----								
277931	CREASY WELL DRILLING +	STATESBORO GA						
	912-839-3174							
*AR	Crd Rem:	54.75-						
	Crd Lmt:	1.00						
	Totals:		55.75	195.87	.00	.00	.00	140.12-
-----								
281451	CROWSON OILFIELD	ODESSA TX						
	432-333-1168	DENNIS						
*ARCP	Crd Rem:	52,382.26-						
	Crd Lmt:	1,000.00						
	Totals:		46,582.26	46,582.26	.00	.00	.00	.00
-----								
288931	D A K DRILLING	DURANGO CO						
	970-247-9685							
*AR	Crd Rem:	682.14-						
	Crd Lmt:	1.00						
	Totals:		683.14	683.14	.00	.00	.00	.00
-----								
289221	D.W.W	DUNCAN OK						
	580-255-7886							
*AR	Crd Rem:	50.30-						
	Crd Lmt:	1.00						
	Totals:		51.30	.00	51.30	.00	.00	.00
-----								
289731	DAN D DRILLING	LAMONT OK						
	580-388-4567							
*AR	Crd Rem:	5,114.01-						
	Crd Lmt:	1.00						
	Totals:		5,115.01	5,115.01	.00	.00	.00	.00
-----								
319431	DRILLERS, LLC	INDIANA PA						
	724-349-4870							
*ARCP	Crd Rem:	14,440.25-						
	Crd Lmt:	1.00						
	Totals:		14,257.25	14,257.25	.00	.00	.00	.00
-----								
319451	DRILLERS SERVICE INC	HICKORY NC						
	828-322-1100							
	Crd Rem:	3,188.75						
	Crd Lmt:	5,000.00						
	Totals:		1,811.25	1,811.25	.00	.00	.00	.00
-----								
321731	DRILLING SUPPLY & MFG	AUSTIN TX						
	512-243-1986							
*ARCP	Crd Rem:	7,106.71-						
	Crd Lmt:	5,000.00						
	Totals:		3,422.94	3,422.94	.00	.00	.00	.00
-----								
322331	SANDVIK MINING & CONSTRUCTION	SMYRNA GA						
	386-462-4100							
*AR	Crd Rem:	10,260.54-						

Cust No Customer Information

		Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
	Crd Lmt: 1,000.00	Totals: 11,260.54	11,266.22	5.68-	.00	.00	.00
330171	EAST WEST MACHINERY 570-966-7312 APRIL *AR Crd Rem: 1,620.34- Crd Lmt: 1,000.00	MIFFLINBURG PA Totals: 2,620.34	2,620.34	.00	.00	.00	.00
330201	PINERGY LTD 903-729-3086 TIM FETTERMAN *AR Crd Rem: 4,282.62- Crd Lmt: 1.00	PALESTINE TX Totals: 4,283.62	4,283.62	.00	.00	.00	.00
332230	JERRY EDMONDS DRILLING # 830-257-5243 JERRY EDMONDS *AR Crd Rem: 201.24- Crd Lmt: 1.00	KERRVILLE TX Totals: 202.24	202.24	.00	.00	.00	.00
334211	ELENBURG EXPLORATION 307-235-8609 *AR Crd Rem: 11,206.74- Crd Lmt: 1,000.00	CASPER WY Totals: 12,206.74	12,206.74	.00	.00	.00	.00
337481	ENID DRILL SYSTEMS INC 580-234-5971 *ARCP Crd Rem: 39,189.65- Crd Lmt: 1.00	ENID OK Totals: 19,097.46	19,097.46	.00	.00	.00	.00
337801	ENSCO INTERNATIONAL INC 337-837-8500 Crd Rem: 10,935.00 Crd Lmt: 1,100.00	BROUSSARD LA Totals: 9,835.00-	.00	.00	.00	.00	9,835.00-
342611	EVANS ENERGY DEVELOPMENT, INC. 913-557-9083 Crd Rem: 1,847.55 Crd Lmt: 2,000.00	PAOLA KS Totals: 152.45	760.03	730.07-	.00	.00	122.49
342751	EVCO 405-381-2172 Crd Rem: 837.40 Crd Lmt: 1,000.00	TUTTLE OK Totals: 162.60	162.60	.00	.00	.00	.00
349321	FAIN DRILLING & PUMP CO INC 760-749-0701 *AR Crd Rem: 599.25- Crd Lmt: 1,000.00	VALLEY CENTER CA Totals: 1,599.25	1,599.25	.00	.00	.00	.00
350251	FALCON DRILLING CO., LLC 724-349-8131 *AR Crd Rem: 168.54- Crd Lmt: 1.00	INDIANA PA Totals: 169.54	169.54	.00	.00	.00	.00
351751	FAS LINE HARD BAND 903-984-0633 pat	KILGORE TX					

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
*ARCP Crd Rem:	1,614.75-						
Crd Lmt:	1.00						
Totals:		334.19	334.19	.00	.00	.00	.00
-----							
351971	FAULKNER & SON INC # 903-786-2602 Crd Rem: 6.16 Crd Lmt: 1.00	POTTSBORO TX					
Totals:		67.57-	67.57-	.00	.00	.00	.00
-----							
364091	MOBILE DRILL LLC 317-787-6371 800-661-9190 *ARCP Crd Rem: 11,440.36- Crd Lmt: 1.00	INDIANAPOLIS IN					
Totals:		10,360.65	9,473.65	887.00	.00	.00	.00
-----							
369613	FRANK'S WELL DRILLING INC 301-934-4240 *ARCP Crd Rem: 14,100.28- Crd Lmt: 2,500.00	LA PLATA MD					
Totals:		16,269.55	16,269.55	.00	.00	.00	.00
-----							
372451	FRY INDUSTRIES, INC 541-533-2509 Crd Rem: 907.09 Crd Lmt: 1,000.00	SPRAGUE RIVER OR					
Totals:		92.91	92.91	.00	.00	.00	.00
-----							
373511	FUGRO MCCLELLAND MARINE @ 713-369-5584 NANETTE LOGGIN Crd Rem: 4,577.48 Crd Lmt: 1.00	HOUSTON TX					
Totals:		4,576.48-	5,490.43-	913.95	.00	.00	.00
-----							
381891	GASCO DRILLING INC 276-964-2696 Crd Rem: 7,249.13 Crd Lmt: 7,500.00	CEDAR BLUFF VA					
Totals:		250.87	250.87	.00	.00	.00	.00
-----							
383271	GEFCO IND. PRODUCTS, INC. 504-733-1110 *AR Crd Rem: 164.69- Crd Lmt: 1.00	LUMBERTON TX					
Totals:		165.69	165.69	.00	.00	.00	.00
-----							
385251	GEODRILL, LLC 760-344-5836 SKIP MATLICK Crd Rem: 12,020.62 Crd Lmt: 750.00	BRAWLEY CA					
Totals:		11,270.62-	4,895.63	.00	.00	.00	16,166.25-
-----							
385951	GEO ENERGY SYSTEMS, INC 435-590-1300 SPENCE BOWMAN *ARCP Crd Rem: 13,219.45- Crd Lmt: 1.00	CEDAR CITY UT					
Totals:		15,529.00-	15,529.00-	.00	.00	.00	.00
-----							
386601	GEO-TECH TOOL COMPANY 713-680-9207 Jesse Cruz Crd Rem: 319.48 Crd Lmt: 750.00	HOUSTON TX					
Totals:		430.52	430.52	.00	.00	.00	.00
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394431	GILL ROCK DRILL CO.	LEBANON PA					

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
	717-272-3861						
	Crd Rem: 1,290.90						
	Crd Lmt: 1,500.00						
	Totals:	209.10	209.10	.00	.00	.00	.00
397981	GOLDEN ISLES WELL DRILLING # WAVERLY GA 912-264-1133						
*AR	Crd Rem: 12.00-						
	Crd Lmt: 1.00						
	Totals:	13.00	.00	.00	.00	.00	13.00
403901	GREEN BIT & TOOL MILLS WY 307-265-2361 RAY 307-266-2038						
*ARCP	Crd Rem: 5,495.02-						
	Crd Lmt: 500.00						
	Totals:	5,192.22	5,192.22	.00	.00	.00	.00
404021	GREEN ENERGY SOLUTIONS US INC+ CHICAGO IL 773-616-7902						
	Crd Rem: 1,543.50						
	Crd Lmt: 1.00						
	Totals:	1,542.50-	.00	.00	.00	.00	1,542.50-
406141	GREGG DRILLING & TESTING INC @ SIGNAL HILL CA 562-427-6899						
*AR	Crd Rem: 1,082.62-						
	Crd Lmt: 1.00						
	Totals:	1,083.62	1,065.11	.00	.00	.00	18.51
410231	GROUNDWATER SUPPLY COMPANY STERLING MA 978-422-3209 SAMANTAH CARLSON						
	Crd Rem: 2,571.07						
	Crd Lmt: 3,000.00						
	Totals:	428.93	421.30	.00	.00	.00	7.63
418151	H 2 O WELL SERVICE INC HAYDEN LAKE ID 208-772-4004 Dana Sausser						
*AR	Crd Rem: 267.71-						
	Crd Lmt: 1.00						
	Totals:	268.71	268.71	.00	.00	.00	.00
423091	TIM HALL INC BOWIE TX 940-872-1393						
*AR	Crd Rem: 98.16-						
	Crd Lmt: 1.00						
	Totals:	99.16	99.16	.00	.00	.00	.00
438441	HAZELETT DRILLING & SUPPLY LOCKHART TX 512-398-6682 830-875-5677						
	Crd Rem: 2,062.41						
	Crd Lmt: 1.00						
	Totals:	2,061.41-	.00	2,061.41-	.00	.00	.00
444281	HYDRO RESOURCES MID-CONTINENT GARDEN CITY KS 620-277-2389 A/P Department						
*ARCP	Crd Rem: 9,633.09-						
	Crd Lmt: 1.00						
	Totals:	1,500.09	1,500.09	.00	.00	.00	.00
445441	HERD'S MACHINE SHOP SAN ANDREAS CA 209-754-4695 Rhonda						
*AR	Crd Rem: 458.68-						
	Crd Lmt: 1.00						
	Totals:	459.68	459.68	.00	.00	.00	.00

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
445901	HIGHLANDS DRILLING, LLC 304-380-0115 304-380-0114 Mike Pool CLINTWOOD VA						
*ARCP	Crd Rem: 122,831.65-						
	Crd Lmt: 1.00						
	Totals:	53,142.58	71,550.27	.00	.00	.00	18,407.69-
456021	HORIZONTAL WELL DRILLERS @ 405-527-1232 STEVE AKERMAN(PRES) PURCELL OK						
*ARCP	Crd Rem: 94,340.24-						
	Crd Lmt: 1.00						
	Totals:	34,823.94	34,823.94	.00	.00	.00	.00
456091	NOAH HORN WELL DRILLING INC 276-935-5902 Lori Rife VANSANT VA						
*ARCP	Crd Rem: 106,938.47-						
	Crd Lmt: 1,000.00						
	Totals:	65,508.43	80,084.59	14,576.16-	.00	.00	.00
460951	HOWARD DRILLING CO 580-625-3098 BEAVER OK						
*ARCP	Crd Rem: 7,575.97-						
	Crd Lmt: 750.00						
	Totals:	5,672.41	5,672.41	.00	.00	.00	.00
467981	HUSS DRILLING, INC 352-567-9500 800-487-9665 DADE CITY FL						
	Crd Rem: 5,146.09						
	Crd Lmt: 5,000.00						
	Totals:	146.09-	549.43	695.52-	.00	.00	.00
468911	HYPAC, DIVISION OF TEREX 918-295-6719 MARSHA THOMPSON TULSA OK						
	Crd Rem: 854.50						
	Crd Lmt: 1,000.00						
	Totals:	145.50	145.50	.00	.00	.00	.00
471151	STATE OIL CO. SURINAME N V 972-966-0550 HIGHLAND VILLAG TX						
*AR	Crd Rem: 6,125.00-						
	Crd Lmt: 2,000.00						
	Totals:	8,125.00	8,125.00	.00	.00	.00	.00
480301	INTERMOUNTAIN DRILLING 801-972-6455 LOIS EYE WEST VALLEYCITY UT						
*ARCP	Crd Rem: 3,272.74-						
	Crd Lmt: 1.00						
	Totals:	2,461.19	2,461.19	.00	.00	.00	.00
493011	JAY BEE OIL & GAS 908-686-1493 UNION NJ						
*ARCP	Crd Rem: 14,163.09-						
	Crd Lmt: 1,000.00						
	Totals:	14,674.56	14,674.56	.00	.00	.00	.00
495110	RIGPRO, INC. 903-984-3424 KILGORE TX						
*AR	Crd Rem: 4,049.00-						
	Crd Lmt: 1.00						
	Totals:	4,050.00	4,050.00	.00	.00	.00	.00
496531	JENSEN DRILLING 541-726-7435 Jonnie Peacock EUGENE OR						
*AR	Crd Rem: 1,870.91-						
	Crd Lmt: 2,000.00						
	Totals:	3,868.06	3,678.04	190.02	.00	.00	.00

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
499591	JOHNSON DRILLING, INC 972-924-3411						
*AR	Crd Rem: 5,597.33- Crd Lmt: 1,000.00						
	BLUE RIDGE TX						
Totals:		6,597.33	6,597.33	.00	.00	.00	.00
508001	KAT DRILLING SUPPLY 505-290-7002						
	Crd Rem: 308.17 Crd Lmt: 750.00						
	MILAN NM						
Totals:		441.83	441.83	.00	.00	.00	.00
510991	KEJR, INC 785-825-1851						
*AR	Crd Rem: 478.86- Crd Lmt: 1,100.00						
	SALINA KS						
Totals:		1,578.86	1,578.86	.00	.00	.00	.00
516791	KEYS DRILLING & PUMP SERVICE 575-623-6537 GARY KEY						
*AR	Crd Rem: 424.08- Crd Lmt: 1,100.00						
	ROSWELL NM						
Totals:		1,524.08	1,524.08	.00	.00	.00	.00
517401	KILBARGER DRILLING @ 740-385-5531						
*AR	Crd Rem: 4,449.98- Crd Lmt: 1.00						
	LOGAN OH						
Totals:		4,450.98	4,450.98	.00	.00	.00	.00
522371	KITCO/SANCHOR 620-793-3221 Pam						
*ARCP	Crd Rem: 68,214.27- Crd Lmt: 1,500.00						
	KS						
Totals:		9,234.27	9,234.27	.00	.00	.00	.00
532061	LAI BE SUPPLY CORPORATION 800-942-3388 317-231-2250						
*AR	Crd Rem: 1,399.89- Crd Lmt: 1,100.00						
	INDIANAPOLIS IN						
Totals:		2,499.89	2,499.89	.00	.00	.00	.00
533301	BILLY LANGFORD WELL DRILLING # 864-445-2889						
	Crd Rem: 64.80 Crd Lmt: 1.00						
	WARD SC						
Totals:		63.80-	.00	.00	.00	.00	63.80-
540686	LAYNE CHRISTENSEN CO @ 262-246-4646						
*AR	Crd Rem: 1,927.48- Crd Lmt: 1.00						
	PEWAUKEE WI						
Totals:		1,928.48	1,928.48	.00	.00	.00	.00
551451	LEAZER DRILLING CO # 540-439-3030						
*AR	Crd Rem: 137.52- Crd Lmt: 1.00						
	REMINGTON VA						
Totals:		138.52	138.52	.00	.00	.00	.00
555431	LESH DRILLING CO 970-834-2868						
*AR	Crd Rem: 2,089.68-						
	AULT CO						

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
	Crd Lmt: 1.00	Totals: 2,090.68	2,090.68	.00	.00	.00	.00
577251	MMR ENTERPRISES, INC OF TEXAS SEAGOVILLE TX 972-557-2674 MARTHA RICHARDSON						
	Crd Rem: 4,399.12						
	Crd Lmt: 5,000.00	Totals: 600.88	600.88	.00	.00	.00	.00
577301	MO TE DRILLING INC FARMINGTON NM 505-325-1666 505-325-2460 DON MOBLEY						
*ARCP	Crd Rem: 7,921.40-						
	Crd Lmt: 2,500.00	Totals: 962.91	962.91	.00	.00	.00	.00
577661	M AND S DRILLING COMPANY POTTER NE 308-879-4224						
	Crd Rem: 761.56						
	Crd Lmt: 1,000.00	Totals: 238.44	238.44	.00	.00	.00	.00
578801	MAGGIORA BROTHERS DRLG @ WATSONVILLE CA 831-724-1338						
	Crd Rem: 359.90						
	Crd Lmt: 1.00	Totals: 358.90-	175.17	534.07-	.00	.00	.00
583011	C.J. MARTIN'S SON DRILLING BINGHAMTON NY 607-723-3809 ROBERT MARTIN						
	Crd Rem: 279.49						
	Crd Lmt: 1.00	Totals: 278.49-	385.02	663.51-	.00	.00	.00
585641	MARTIN WATER WELL SERV ROBSTOWN TX 361-387-2912 Linda Ellison						
*AR	Crd Rem: 5,752.47-						
	Crd Lmt: 1.00	Totals: 5,753.47	5,753.47	.00	.00	.00	.00
589681	MAVERICK OILFIELD SPECIALTIES HOUSTON TX 281-449-6251						
*ARCP	Crd Rem: 18,973.97-						
	Crd Lmt: 1.00	Totals: 2,214.45	12,968.85	.00	.00	.00	10,754.40-
591951	THE RIG DOCTOR'S INDIANAPOLIS IN 317-839-7534						
*AR	Crd Rem: 2,530.40-						
	Crd Lmt: 1.00	Totals: 2,531.40	2,531.40	.00	.00	.00	.00
600212	MC PHERSON DRILLING NEMO TX 254-897-4513						
	Crd Rem: 244.63						
	Crd Lmt: 1,000.00	Totals: 134.05	134.05	.00	.00	.00	.00
605351	METAMORA WATER SERVICE LAPEER MI 810-664-5990						
	Crd Rem: 1,023.58						
	Crd Lmt: 1,000.00	Totals: 23.58-	.00	.00	52.59	.00	76.17-
607401	MIDCO DEUTSCHLAND GMBH 495141988016						



Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
*ARCP Crd Rem:	77,571.11-						
Crd Lmt:	1,000.00						
Totals:		1,571.11	1,571.11	.00	.00	.00	.00
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613271	MILAN SUPPLY COMPANY 989-773-5933 517-773-9938 MT PLEASANT MI						
Crd Rem:	1,428.34						
Crd Lmt:	1,500.00						
Totals:		71.66	71.66	.00	.00	.00	.00
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626701	NEWMAN DRILLING COMPANY 912-285-9379 WAYCROSS GA						
*AR Crd Rem:	221.87-						
Crd Lmt:	1.00						
Totals:		222.87	222.87	.00	.00	.00	.00
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628401	MOLLER SUPPLY SERVICES 713-346-4336 adham mohsen HOUSTON TX						
*AR Crd Rem:	10,737.27-						
Crd Lmt:	1,000.00						
Totals:		11,737.27	11,737.27	.00	.00	.00	.00
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631604	MORETRENCH 973-627-2100 ROCKAWAY NJ						
*AR Crd Rem:	409.59-						
Crd Lmt:	1.00						
Totals:		410.59	410.59	.00	.00	.00	.00
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635801	MURRAY DRILLING CO # 505-867-9500 BERNALILLO NM						
*AR Crd Rem:	1,208.15-						
Crd Lmt:	1.00						
Totals:		1,209.15	1,209.15	.00	.00	.00	.00
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638251	N D S 952-461-3400 JOYCE OR JEAN ELKO NEW MARKET MN						
Crd Rem:	9,138.83						
Crd Lmt:	25,000.00						
Totals:		12,134.92	12,134.92	.00	.00	.00	.00
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643781	NATIONAL-OILWELL (GILLETTE) 713-868-8820 MARTIE DOWLEARN HOUSTON TX						
Crd Rem:	3,533.78						
Crd Lmt:	5,000.00						
Totals:		1,466.22	1,466.22	.00	.00	.00	.00
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647791	NEWMAN BROTHERS 336-835-4914 ELKIN NC						
Crd Rem:	426.12						
Crd Lmt:	1.00						
Totals:		425.12-	453.01	267.61	1,145.74-	.00	.00
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651261	NORMEC OILFIELD PRODUCTS 495141900590 fx:4951419005929 Crd Rem: 701.89 Crd Lmt: 1,000.00						
Totals:		298.11	382.60	.00	.00	.00	84.49-
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651411	NORTH AMERICAN PUMP & SUPPLY 304-291-0175 MORGANTOWN WV						
Crd Rem:	18,967.16						
Crd Lmt:	1,000.00						
Totals:		17,967.16-	.00	.00	.00	.00	17,967.16-
-----							
658621	INDEPENDENT SUPPLY NASHVILLE IL						

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
	318-327-3807						
	Crđ Rem: 1,107.37						
	Crđ Lmt: 1,100.00						
	Totals:	7.37-	.00	.00	.00	7.37-	.00
660871	OIL PATCH PUMP & SUPPLY 620-431-1890 Ande Stover						
*AR	Crđ Rem: 3,703.24-						
	Crđ Lmt: 1,100.00						
	Totals:	4,803.24	4,803.24	.00	.00	.00	.00
665401	OLSEN OILFIELD 307-265-3180 Lynn Olsen						
*AR	Crđ Rem: 169.51-						
	Crđ Lmt: 1.00						
	Totals:	170.51	170.51	.00	.00	.00	.00
666271	ONCOR TRADING, INC 281-579-1217						
*AR	Crđ Rem: 2,381.69-						
	Crđ Lmt: 1.00						
	Totals:	2,382.69	2,382.69	.00	.00	.00	.00
666381	OQUINN WELL DRILLING 912-729-7800						
*AR	Crđ Rem: 235.45-						
	Crđ Lmt: 1.00						
	Totals:	236.45	236.45	.00	.00	.00	.00
669121	OZCAN NORTHERN (2004) LTD. 403-347-7269						
*AR	Crđ Rem: 27,946.16-						
	Crđ Lmt: 1,000.00						
	Totals:	28,946.16	25,275.15	35,833.98	.00	32,162.97-	.00
672141	PACIFIC COAST WELL DRILLING # 805-434-5543						
	Crđ Rem: 607.10						
	Crđ Lmt: 1.00						
	Totals:	606.10-	389.33	995.43-	.00	.00	.00
673251	PARAMOUNT OIL TOOLS & EQUIP. 337-606-0151						
*AR	Crđ Rem: 7,191.74-						
	Crđ Lmt: 1,100.00						
	Totals:	8,291.74	8,291.74	.00	.00	.00	.00
675110	PARROTT & FOX SUPPLY 325-762-2300						
*AR	Crđ Rem: 513.83-						
	Crđ Lmt: 1,000.00						
	Totals:	1,513.83	1,513.83	.00	.00	.00	.00
683681	W E PENDER 903-794-9355						
*AR	Crđ Rem: 11.48-						
	Crđ Lmt: 1.00						
	Totals:	12.48	.00	.00	.00	.00	12.48
687801	PETER SNETTEN & SONS, INC. 847/526-3500 Greg/Brad Snelton						
	Crđ Rem: 1,819.86						
	Crđ Lmt: 2,000.00						
	Totals:	180.14	180.14	.00	.00	.00	.00

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
687901	LES PETERSEN WELL DRILLING 707-545-0246 LINDA POOL Crd Rem: 238.33 Crd Lmt: 1,000.00	Totals: 761.67	1,227.66	.00	.00	.00	465.99-
690491	PETTEY OILFIELD SERVICES, INC 304-824-3432 CELL 304-545-4428 *AR Crd Rem: 49,153.68- Crd Lmt: 1.00	Totals: 49,154.68	49,154.68	.00	.00	.00	.00
693231	PINNERGY, LTD 512-343-8880 Crd Rem: 332.39 Crd Lmt: 1.00	Totals: 331.39-	.00	.00	.00	.00	331.39-
696851	PIPE CREEK WATER WELL, CO @ 830-796-9515 RANDY *AR Crd Rem: 1,330.44- Crd Lmt: 1,500.00	Totals: 2,830.44	2,830.44	.00	.00	.00	.00
705351	V A POWELL 251-862-2566 Crd Rem: 1,349.72 Crd Lmt: 750.00	Totals: 599.72-	.00	.00	.00	.00	599.72-
707801	PRATER OIL FIELD SERVICES + 785-688-4185 *AR Crd Rem: 109.79- Crd Lmt: 1.00	Totals: 110.79	110.79	.00	.00	.00	.00
707871	PRATT WELL SERVICE 620-672-6520 SHELIA STEINERT *AR Crd Rem: 2,885.21- Crd Lmt: 1.00	Totals: 2,886.21	2,886.21	.00	.00	.00	.00
712351	PRODUCERS SUPPLY COMPANY INC @ 724-627-6800 Mary Bowers Crd Rem: 55,513.07 Crd Lmt: 1.00	Totals: 56,671.15-	8,211.78	3,002.87-	.00	61,880.06-	.00
717401	PURVIS WELL & PUMP COMPANY 912-427-3337 *AR Crd Rem: 512.96- Crd Lmt: 300.00	Totals: 812.96	812.96	.00	.00	.00	.00
718471	QUALITY PARTS 936-646-3862 *AR Crd Rem: 1,672.01- Crd Lmt: 1,000.00	Totals: 2,672.01	2,672.01	.00	.00	.00	.00
719322	RDM EQUIPMENT COMPANY 330-264-8808 *AR Crd Rem: 741.86- Crd Lmt: 1,500.00	Totals: 2,241.86	2,241.86	.00	.00	.00	.00

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
725451	RANDOLPH RIG COMPANY 304-489-3330						
*AR	Crd Rem: 596.68- Crd Lmt: 1,500.00						
	MINERAL WELLS WV						
Totals:		2,096.68	2,096.68	.00	.00	.00	.00
736121	REGISTER WELL CO. INC. 910-289-3175						
*AR	Crd Rem: 286.80- Crd Lmt: 1.00						
	ROSE HILL NC						
Totals:		287.80	287.80	.00	.00	.00	.00
748641	RIDEAU PIPE & SUPPLY 613-267-5880						
*AR	Crd Rem: 1,254.42- Crd Lmt: 1.00						
	PERTH ONTARIO CN						
Totals:		1,255.42	1,255.42	.00	.00	.00	.00
750091	RIG TOOLS INTERNATIONAL 714-842-3202 Skip Smith						
*AR	Crd Rem: 70,631.44- Crd Lmt: 1,000.00						
	HUNTINGTON BCH CA						
Totals:		71,631.44	71,631.44	.00	.00	.00	.00
757631	ROSS EQUIPMENT CO 801-566-2437 801-566-1262						
	Crd Rem: 614.61 Crd Lmt: 1,000.00						
	MIDVALE UT						
Totals:		385.39	385.39	.00	.00	.00	.00
758211	ROTTMAN DRILLING CO 661-942-6125						
*AR	Crd Rem: 547.05- Crd Lmt: 1.00						
	LANCASTER CA						
Totals:		548.05	548.05	.00	.00	.00	.00
760601	ROY'S WATER WELL # 580-655-4438						
	Crd Rem: 2.00 Crd Lmt: 1.00						
	REYDON OK						
Totals:		1.00-	.00	.00	1.00-	.00	.00
764101	S & M PUMP & WELL SERVICE 580-328-5402 Kirk Stephenson						
	Crd Rem: 950.06 Crd Lmt: 500.00						
	CAMARGO OK						
Totals:		450.06-	.00	.00	.00	.00	450.06-
770341	SAM'S WELL DRILLING INC. 920-326-5193						
	Crd Rem: 1,135.79 Crd Lmt: 1,000.00						
	RANDOLPH WI						
Totals:		135.79-	.00	.00	.00	.00	135.79-
777721	SARGENT ARTESIAN WELLS 802-333-4720						
*AR	Crd Rem: 440.80- Crd Lmt: 500.00						
	FAIRLEE VT						
Totals:		940.80	940.80	.00	.00	.00	.00
781161	SCHRAMM, INC 610-696-2500 JOE GLEBA						
*ARCP	Crd Rem: 154,967.80-						
	WEST CHESTER PA						

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
	Crd Lmt: 1.00	Totals: 27,759.80	27,759.80	.00	.00	.00	.00
781751	A.C. SCHULTES OF MARYLAND, INC MILLERSVILLE MD 410-841-6710 Mary Groves						
*ARCP	Crd Rem: 4,074.42-						
	Crd Lmt: 500.00	Totals: 2,475.42	2,687.55	212.13-	.00	.00	.00
787331	SENENIG & WEAVER WELL DRLG DENVER PA 717-445-5573 Mary						
*AR	Crd Rem: 46,745.79-						
	Crd Lmt: 1.00	Totals: 46,746.79	46,746.79	.00	.00	.00	.00
788351	SHADY NOOK PUMP & SUPPLY OKLAHOMA CITY OK 405-769-2111 CRAIG ARNOLD						
	Crd Rem: 588.62						
	Crd Lmt: 1,500.00	Totals: 911.38	911.38	.00	.00	.00	.00
789131	SHANNAHAN ARTESIAN WELL CO INC ST MICHAELS MD 410-745-5071						
	Crd Rem: 4,399.63						
	Crd Lmt: 5,000.00	Totals: 600.37	600.37	.00	.00	.00	.00
789961	SHAWVER WELL COMPANY, INC FREDERICKSBURG IA 800-568-4449						
*AR	Crd Rem: 781.72-						
	Crd Lmt: 1.00	Totals: 782.72	782.72	.00	.00	.00	.00
802961	S.O.S. SALES, INC. WOOSTER OH 330-264-9441						
	Crd Rem: 672.71						
	Crd Lmt: 1,100.00	Totals: 427.29	427.29	.00	.00	.00	.00
815392	SOILMEC 33232533126						
*ARCP	Crd Rem: 19.00-						
	Crd Lmt: 1.00	Totals: 2,529.99-	2,529.99-	.00	.00	.00	.00
848001	R.L. STRAUB ENTERPRISES STANTON TX 432-756-3489 R.L./RAYMOND JR.						
*AR	Crd Rem: 3,941.55-						
	Crd Lmt: 1,000.00	Totals: 4,941.55	4,941.55	.00	.00	.00	.00
848111	STRICKLAND DRILLING FRESNO CA 559-970-9561 559-352-7228						
*AR	Crd Rem: 3,604.94-						
	Crd Lmt: 1,000.00	Totals: 4,604.94	4,604.94	.00	.00	.00	.00
849561	PIUS SULLIVAN & SONS LTD PARADISE 709-781-1800						
	Crd Rem: 1,999.44						
	Crd Lmt: 1.00	Totals: 1,998.44-	1,200.10	.00	3,500.00	.00	6,698.54-
849881	SUNBELT DRILLING, LLC GOLD CANYON AZ 602-376-1123 ROD BEEMAN						

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+	
*AR	Crd Rem: 4,212.16- Crd Lmt: 1,000.00	Totals:	5,212.16	2,637.92	2,574.24	.00	.00	.00
854301	SUPPLY SPECIALTY ALICE TX 361-664-9574 DEBORAH GARCIA							
*AR	Crd Rem: 54.39- Crd Lmt: 1,100.00	Totals:	1,154.39	1,154.39	.00	.00	.00	.00
860081	SYDNOR HYDRO, INC. RICHMOND VA 804-643-2725							
*ARCP	Crd Rem: 7,435.17- Crd Lmt: 1.00	Totals:	2,328.74	2,328.74	.00	.00	.00	.00
861581	TDR CONSTRUCTION, INC LOUISBURG KS 913-837-8400							
*ARCP	Crd Rem: 59,088.60- Crd Lmt: 1.00	Totals:	4,061.55	4,061.55	.00	.00	.00	.00
863491	RON TAYLOR SANTA MARIA CA 805-680-2128							
*AR	Crd Rem: 217.49- Crd Lmt: 1.00	Totals:	218.49	218.49	.00	.00	.00	.00
873001	TEXAS PETROLEUM PRODUCTS INC HOUSTON TX 281-741-4494 KENNY CELL832-458-4513							
*AR	Crd Rem: 19,684.52- Crd Lmt: 1,100.00	Totals:	20,784.52	20,784.52	.00	.00	.00	.00
874491	TEXAS OIL PATCH SER CORP HOUSTON TX 713-921-1290 Robin Howington							
	Crd Rem: 196.87 Crd Lmt: 1,100.00	Totals:	903.13	903.13	.00	.00	.00	.00
878901	THOMPSON BROTHERS DRILLING MOSELLE MS 601-425-0970 Tammy Daniel							
*AR	Crd Rem: 505.28- Crd Lmt: 750.00	Totals:	1,255.28	1,255.28	.00	.00	.00	.00
881901	THRIFT DRILLING WAYCROSS GA 912-285-8874							
	Crd Rem: 1,336.37 Crd Lmt: 1,000.00	Totals:	336.37-	.00	.00	.00	.00	336.37-
886511	TOM'S WELL SERVICE BLAIR NE 402-426-5976							
	Crd Rem: 776.63 Crd Lmt: 1,000.00	Totals:	223.37	223.37	.00	.00	.00	.00
887741	TONEY DRILLING SUPPLIES INC MIAMI FL 305-685-2453							
*ARCP	Crd Rem: 239.29- Crd Lmt: 1.00	Totals:	596.19-	230.59	999.82	87.53	.00	1,914.13-
887742	TONEY DRILLING SUPPLIES, INC ORLANDO FL							

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
386-873-0500	Gail Turner						
*AR	Crd Rem: 9,135.56-						
	Crd Lmt: 1.00						
	Totals:	9,136.56	10,292.16	1,155.60-	.00	.00	.00
-----							
888161	TOPCO OILSITE PRODUCTS LTD						
	780-436-3400 KATHY 800-222-6448						
*ARCP	Crd Rem: 141,110.80-						
	Crd Lmt: 1.00						
	Totals:	52,968.66	52,968.66	.00	.00	.00	.00
-----							
892771	TREASURE VALLEY DRLG & PUMP WEISER ID						
	208-465-6100						
*AR	Crd Rem: 935.68-						
	Crd Lmt: 1,000.00						
	Totals:	1,935.68	1,935.68	.00	.00	.00	.00
-----							
897841	TRIUMPH INTERNATIONAL LLC HOUSTON TX						
	832-698-1468						
*AR	Crd Rem: 6,222.41-						
	Crd Lmt: 1,100.00						
	Totals:	7,322.41	7,322.41	.00	.00	.00	.00
-----							
909441	UNION DRILLING, INC BUCKHANNON WV						
	304-472-4610						
*AR	Crd Rem: 2,326.36-						
	Crd Lmt: 1.00						
	Totals:	2,327.36	2,327.36	.00	.00	.00	.00
-----							
912111	U.S. ENERGY EXPLORATION RURAL VALLEY PA						
	724-783-7624						
*AR	Crd Rem: 4,510.29-						
	Crd Lmt: 1,000.00						
	Totals:	5,510.29	5,510.29	.00	.00	.00	.00
-----							
912611	VALDOSTA ARMATURE WORKS+ VALDOSTA GA						
	229-242-4090						
*AR	Crd Rem: 2,033.81-						
	Crd Lmt: 1.00						
	Totals:	2,034.81	2,034.81	.00	.00	.00	.00
-----							
912901	VALLEY DRILLING CORP OF VA UPPERVILLE VA						
	540-592-3239						
*AR	Crd Rem: 3,074.77-						
	Crd Lmt: 1,000.00						
	Totals:	4,074.77	4,074.77	.00	.00	.00	.00
-----							
913051	VALLEY WELL DRILLERS, LTD NOVA SCOTIA CN						
	902-678-6417						
	Crd Rem: 4,853.75						
	Crd Lmt: 1.00						
	Totals:	4,852.75-	4,852.75-	.00	.00	.00	.00
-----							
927011	WDC EXPLORATION & WELLS SACRAMENTO CA						
	800-426-5145 916-419-6043						
*AR	Crd Rem: 5,143.92-						
	Crd Lmt: 1.00						
	Totals:	5,144.92	5,537.36	392.44-	.00	.00	.00
-----							
931631	WAYMIRE DRILLING INC # STERLING NE						
	402-866-2771						
	Crd Rem: 393.17						
	Crd Lmt: 1.00						
	Totals:	392.17-	.00	.00	.00	.00	392.17-
-----							

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
939681	WEST TEXAS WATER WELL SERVICE ODESSA TX 432-530-2696						
*AR	Crd Rem: 5,913.31- Crd Lmt: 1,000.00	Totals: 6,913.31	6,913.31	.00	.00	.00	.00
940391	WESTERBERG DRILLING MOLALLA OR 503-829-2526						
*AR	Crd Rem: 1,480.43- Crd Lmt: 1,000.00	Totals: 2,480.43	2,480.43	.00	.00	.00	.00
945551	WESTERN STRATA EXPLORATION # CLARKSBURG CA 800-762-6990 GORDAN JENSEN						
	Crd Rem: 163.02 Crd Lmt: 1.00	Totals: 162.02-	.00	.00	.00	.00	162.02-
953931	WHITE RHINO DRILLING @ GILLETTE WY 307-685-3336 JO MCKOWN						
	Crd Rem: 17,309.74 Crd Lmt: 1.00	Totals: 17,308.74-	.00	.00	.00	.00	17,308.74-
967111	WICHTEX MACHINERY SAN ANGELO TX 325-653-3433 RUSSELL KEARBY						
	Crd Rem: 290.72 Crd Lmt: 1,100.00	Totals: 809.28	809.28	.00	.00	.00	.00
972621	WYATT DRILLING INC SHOW LOW AZ 928-537-1031 paul cell 928-205-7647						
*ARCP	Crd Rem: 720.46- Crd Lmt: 1.00	Totals: 632.94	632.94	.00	.00	.00	.00
973901	YELLOW JACKET DRILLING @ GILBERT AZ 602-453-3252						
*ARCP	Crd Rem: 15,381.77- Crd Lmt: 1.00	Totals: 8,007.51	7,650.92	139.69	.00	.00	216.90
Grand Totals:		5,781,705.13	5,837,269.04	234,519.12	2,435.11	202,541.22-	89,976.92-
(All Grand Totals in Home Currency)							



ACCOUNTS RECEIVABLE AGING REPORT

Sequence by Customer: ACCOUNT NUMBER Aged By: DUE DATE Current Customers: INCLUDED  
 Customer Range: 1000 thru 9999 Aging Date: 9/30/2011 Paid Invoices: INCLUDED  
 \*AR = AR over limit \*ARCP = AR + CP over limit Update Agings: YES Current Invoices: INCLUDED

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
1088	TOWN OF NEEDHAM 781-455-7533 NEEDHAM MA						
*AR	Crd Rem: 40,599.00-						
	Crd Lmt: 1.00						
	Totals:	40,600.00	40,600.00	.00	.00	.00	.00
2035	ESCAMBIA COUNTY, FLORIDA 850-595-4841 PENSACOLA FL						
	Crd Rem: 51.00						
	Crd Lmt: 1.00						
	Totals:	50.00-	.00	50.00-	.00	.00	.00
2136	RUMPKE TRANSPORTATION CO, INC 513-851-0122 CINCINNATI OH						
*AR	Crd Rem: 20,175.00-						
	Crd Lmt: 750.00						
	Totals:	20,925.00	20,925.00	.00	.00	.00	.00
2155	CRABBS TRANSPORT, INC 580-233-3678 ENID OK						
*AR	Crd Rem: 44.00-						
	Crd Lmt: 1.00						
	Totals:	45.00	45.00	.00	.00	.00	.00
3135	METRO DADE COUNTY/SINGH 305-233-5297 MIAMI FL						
*AR	Crd Rem: 2,066.00-						
	Crd Lmt: 1.00						
	Totals:	2,067.00	2,067.00	.00	.00	.00	.00
3332	DEFFENBAUGH INDUSTRIES, INC 913-631-3300 SHAWNEE KS						
	Crd Rem: 1,060.99						
	Crd Lmt: 2,500.00						
	Totals:	1,439.01	1,439.01	.00	.00	.00	.00
3375	CITY OF NORMAN 405-366-5355 NORMAN OK						
*ARCP	Crd Rem: 36,750.00-						
	Crd Lmt: 500.00						
	Totals:	350.00-	.00	.00	.00	.00	350.00-
3414	D & N EQUIPMENT SERVICES, INC 401-943-6315 JOHNSTON RI						
	Crd Rem: 567.60						
	Crd Lmt: 1,000.00						
	Totals:	432.40	432.40	.00	.00	.00	.00
3453	TOWN OF SANDWICH 508-833-8002 SANDWICH MA						
*AR	Crd Rem: 4,740.58-						
	Crd Lmt: 1.00						
	Totals:	4,741.58	4,741.58	.00	.00	.00	.00
3762	BRODY TRAILER 410-789-4050 BALTIMORE MD						
*AR	Crd Rem: 961.44-						

Cust No Customer Information

		Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
	Crd Lmt: 1.00	Totals: 962.44	962.44	.00	.00	.00	.00
3771	TOWN OF TRURO 508-349-3635	TRURO MA					
*AR	Crd Rem: 100.84- Crd Lmt: 1.00	Totals: 101.84	101.84	.00	.00	.00	.00
3849	GREENWASTE RECOVERY INC. 408-283-4800 daniel-408-971-5883(ap)	SAN JOSE CA					
*AR	Crd Rem: 2,520.65- Crd Lmt: 1.00	Totals: 2,521.65	2,521.65	.00	.00	.00	.00
3924	BACON UNIVERSAL 808-839-7707	HONOLULU HI					
*ARCP	Crd Rem: 303,588.68- Crd Lmt: 1.00	Totals: 291,789.68	92,182.00	207,964.00	.00	.00	8,356.32-
4098	ATLAS COPCO DRILLING SOLUTIONS 972-496-7358	GARLAND TX					
*ARCP	Crd Rem: 362,003.61- Crd Lmt: 1,000.00	Totals: 277,927.61	277,927.61	.00	.00	.00	.00
4105	ENVIRONMENTAL OPERATORS, LLC 337-643-3379	BELLE CHASSE LA					
*AR	Crd Rem: 155,161.00- Crd Lmt: 1.00	Totals: 155,162.00	155,162.00	.00	.00	.00	.00
4265	WEST MICHIGAN MOBILE MECHANIC 616-301-7441 LARRY 616-247-0802	WYOMING MI					
*AR	Crd Rem: 193.97- Crd Lmt: 1.00	Totals: 194.97	194.97	.00	.00	.00	.00
4367	GRIMMEL INDUSTRIES 207-729-1691	TOPSHAM ME					
*AR	Crd Rem: 76,999.00- Crd Lmt: 1.00	Totals: 77,000.00	77,000.00	.00	.00	.00	.00
4371	BMH-BRASS MONKEY HYD 616-677-3475 JOE	MARNE MI					
	Crd Rem: 1,114.00 Crd Lmt: 1,000.00	Totals: 114.00-	114.00-	.00	.00	.00	.00
4420	MATERIAL RECOVERY & TRANSFER 816-392-5713	KANSAS CITY MO					
	Crd Rem: 1,714.14 Crd Lmt: 1.00	Totals: 1,713.14-	.00	.00	.00	.00	1,713.14-
4459	K & M DIRT SERVICES LLC 405-691-5100	OKLAHOMA CITY OK					
	Crd Rem: 44,107.52 Crd Lmt: 1,000.00	Totals: 43,107.52-	3,030.72-	40,076.80-	.00	.00	.00
4488	STERLING & WESTERN STAR 907-344-3608 MARK CAUDY	ANCHORAGE AK					

Cust No	Customer Information	Amount	up to 30	31 to 60	61 to 90	91 to 120	121+
*AR	Crd Rem: 228.58- Crd Lmt: 1.00	Totals: 229.58	229.58	.00	.00	.00	.00
-----							
4546	WRIGHT COUNTY AREA 515-532-2984 JIM MEADE CLARION IA	Totals: 79.28	79.28	.00	.00	.00	.00
*AR	Crd Rem: 78.28- Crd Lmt: 1.00	Totals: 79.28	79.28	.00	.00	.00	.00
-----							
4561	COUNTY OF SANTA BARBARA 805-568-3126 MARK MASONER805-568-2692 SANTA BARBARA CA	Totals: 68,050.00	68,050.00	.00	.00	.00	.00
*AR	Crd Rem: 68,049.00- Crd Lmt: 1.00	Totals: 68,050.00	68,050.00	.00	.00	.00	.00
-----							
4562	RFR RECYCLING 551122461350	Totals: 181,420.00	181,420.00	.00	.00	.00	.00
*AR	Crd Rem: 181,419.00- Crd Lmt: 1.00	Totals: 181,420.00	181,420.00	.00	.00	.00	.00
-----							
4573	GACHMAN METALS & RECYCLING 817-334-0211 FORT WORTH TX	Totals: 200,000.00	200,000.00	.00	.00	.00	.00
*AR	Crd Rem: 199,999.00- Crd Lmt: 1.00	Totals: 200,000.00	200,000.00	.00	.00	.00	.00
-----							
4577	SCHNITZER EVERETT 401-641-5729 DAVE P EVERETT MA	Totals: 131,900.00-	131,900.00-	.00	.00	.00	.00
	Crd Rem: 6,001.00 Crd Lmt: 1.00	Totals: 131,900.00-	131,900.00-	.00	.00	.00	.00
-----							
4578	HOMECA RECYCLING CENTER CO INC	Totals: 203,410.00	203,410.00	.00	.00	.00	.00
*AR	Crd Rem: 203,409.00- Crd Lmt: 1.00	Totals: 203,410.00	203,410.00	.00	.00	.00	.00
-----							
4587	LIBERTY TIRE RECYCLING 918-367-9595 JAKE BRISTOW OK	Totals: 1,183.98	1,183.98	.00	.00	.00	.00
*AR	Crd Rem: 183.98- Crd Lmt: 1,000.00	Totals: 1,183.98	1,183.98	.00	.00	.00	.00
-----							
Grand Totals:		1,353,048.36	167,837.20				
(All Grand Totals in Home Currency)		1,195,630.62			.00	.00	10,419.46-

**SCHEDULE 3.15(a)**

**EMPLOYEE PLANS**

**Please see attached.**

<u>Plan #</u>	<u>Plan Name</u>	<u>Plan Year End</u>
039	Blue Tee Corp. 401(k) Savings Plan	31-Dec
041	Blue Tee Corp. Retirement Plan For Hourly Employees	31-Dec
045	Blue Tee Corp. Employee Stock Ownership (ESOP) Plan	31-Dec
501	Blue Tee Corp. Health & Welfare Plan	28-Feb
505	Blue Tee Corp. Long Term Disability Plan	28-Feb
506	Blue Tee Corp. Life and Accidental Death and Dismemberment Plan	28-Feb
509	Blue Tee Corp. Severance Plan	28-Feb
525	Blue Tee Corp. Travel Accident Plan	28-Feb

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**GEFCO & STECO**  
**BENEFITS SUMMARY**

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**MEDICAL PLAN**

**CIGNA Open Access Plus:**

- Refer to Attached Summary of Benefits
- Eligible 1<sup>st</sup> of the Month Following 60 Days of Service

▪ Employee Monthly Contributions:

Employee	\$80
Employee + 1 Dependent	\$140
Employee + Family	\$200

Employee Monthly Contributions (GEFCO Union):

Employee	\$70
Employee + 1 Dependent	\$110
Employee + Family	\$160

**GROUP LIFE INSURANCE**

**Prudential Life Insurance:**

- Salaried - Employer Provided Coverage to 1x Base Salary Up to \$50K
- Salaried – Supplemental Insurance may be Purchased by Employee in \$1K Increments Up to 2x Base Salary Less Employer Provided Benefit
- GEFCO Hourly - Employer Provided Coverage for Flat Benefit of \$20K
- Steco Hourly - Employer Provided Coverage for Flat Benefit of \$7.5K
- Eligible 1<sup>st</sup> of the Month Following Date of Hire

**AD&D INSURANCE**

**Prudential Life Insurance:**

- Salaried - Employer Provided Coverage
- Eligible 1<sup>st</sup> of the Month Following Date of Hire

**LONG-TERM DISABILITY**

**First Reliance Standard Life Insurance Co.:**

- Salaried - Employer Provided Coverage
- Eligible 1<sup>st</sup> of the Month Following Date of Hire

**SHORT-TERM DISABILITY**

**First Reliance Standard Life Insurance Co.:**

- GEFCO Hourly - Employer Provided Coverage
- Eligible Following 60 Days of Continuous Employment
- Maximum Benefit Period 26 Weeks
- Weekly Benefit of \$325 (not to exceed 70% of earnings)

**VOLUNTARY AD&D**

**First Reliance Standard Life Insurance Co.:**

- Salaried Employees May Purchase this Optional Coverage
- Eligible 1<sup>st</sup> of the Month Following Date of Hire

**401(k) PLAN**

The Blue Tee Corp. Savings Plan  
Massachusetts Mutual, Trustee:

- Salaried Employees Eligible to Participate Following 12 Months of Service
- Company Match Up to 6% of Employee Salary
- Immediate Vesting

#### HOURLY RETIREMENT PLAN

The Blue Tee Corp. Retirement Plan for Hourly Employees:

#### ESOP

The Blue Tee Corp. Employee Stock Ownership Plan:

# SUMMARY OF BENEFITS Connecticut General Life Insurance Co.



Blue Tee Corp.  
Open Access Plus Plan

Annual deductibles and maximums	In-network	Out-of-network
Lifetime maximum	Unlimited per individual	
Pre-Existing Condition Limitation (PCL)	Applies	
Coinsurance	You pay 20% Plan pays 80% after the deductible is met	You pay 30% or 40% Plan pays 70% or 60% after the deductible is met <i>Note: Varies based on service or procedure</i>
<b>Maximum Reimbursable Charge</b> <ul style="list-style-type: none"> <li>Determined based on the lesser of:                             <ul style="list-style-type: none"> <li>the health care professional's normal charge for a similar service; or</li> <li>a percentage of a fee schedule developed by CIGNA that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area.</li> </ul> </li> <li>In some cases, the Medicare based fee schedule will not be used and the maximum reimbursable charge for covered services is determined based on the lesser of:                             <ul style="list-style-type: none"> <li>the health care professional's normal charge for a similar service or supply; or</li> <li>the amount charged for that service by 80% of the health care professionals in the geographic area where it is received.</li> </ul> </li> <li>Out-of-network services are subject to a calendar year deductible and maximum reimbursable charge limitations.</li> </ul>	N/A	150%
<b>Calendar year deductible</b> <ul style="list-style-type: none"> <li>The amount you pay for any expenses counts towards both your in-network and out-of-network deductibles.</li> <li>After each family member meets his or her individual deductible, the plan will pay his or her claims, less any coinsurance amount. After the family deductible has been met, each individual's claims will be paid by the plan, less any coinsurance amount.</li> </ul>	<b>Individual</b> \$600  <b>Family</b> \$1,800	<b>Individual</b> \$1,000  <b>Family</b> \$3,000
<b>Calendar year out-of-pocket maximum</b> <ul style="list-style-type: none"> <li>The amount you pay for any services counts towards both your in-network and out-of-network out-of-pocket maximums.</li> <li>Deductibles do not contribute toward the out-of-pocket maximum.</li> <li>Mental health and substance abuse services count towards your out-of-pocket maximum.</li> <li>After each family member meets his or her individual out-of-pocket maximum, the plan will pay 100% of their covered expenses. After the family out-of-pocket maximum has been met, the plan will pay 100% of each individual's covered expenses.</li> </ul>	<b>Individual</b> \$1,000  <b>Family</b> \$2,000	<b>Individual</b> \$2,000  <b>Family</b> \$4,000

March 01, 2011  
Oklahoma





Annual deductibles and maximums	In-network	Out-of-network

Benefits	In-network	Out-of-network
<b>Physician services</b>		
<b>Office visit</b>	<b>Primary care physician</b> You pay \$20 per visit  <b>Specialist</b> You pay \$40 per visit	You pay 30% Plan pays 70% after the deductible is met
<b>Physician services (hospital)</b> <ul style="list-style-type: none"> <li>In hospital visits and consultations</li> <li>Inpatient</li> <li>Outpatient</li> </ul>	<b>Inpatient and outpatient services</b> You pay 20% Plan pays 80% after the deductible is met	You pay 40% Plan pays 60% after the deductible is met
<b>Surgery (in a physician's office)</b>	<b>Primary care physician</b> You pay \$20 per visit  <b>Specialist</b> You pay \$40 per visit	You pay 30% Plan pays 70% after the deductible is met
<b>Preventive care</b>		
<b>Children (through age 2)</b> <ul style="list-style-type: none"> <li>Immunizations are covered at no charge.</li> <li>Out-of-network immunizations are covered at the out-of-network coinsurance level.</li> </ul>	No Charge	You pay 30% Plan pays 70% per visit after the deductible is met
<b>Adults and children (age 3 and older)</b> <ul style="list-style-type: none"> <li>In-network immunizations are covered at no charge.</li> <li>Out-of-network immunizations are covered at the out-of-network coinsurance level.</li> <li>Unlimited calendar year maximum</li> </ul>	No Charge	You pay 30% Plan pays 70% per visit after the deductible is met
<b>Mammogram, PSA, Pap Smear</b>	No charge	You pay 30% Plan pays 70% after the deductible is met
<b>Inpatient hospital facility services</b>		
<b>Semi-private room and board and other non-physician services</b> <ul style="list-style-type: none"> <li>Inpatient room and board, pharmacy, x-ray, lab, operating room, surgery, etc.</li> <li>Private room stays may result in extra charges for the patient.</li> </ul>	\$100 copay per admission, then You pay 20% Plan pays 80% after the deductible is met	\$250 deductible per admission, then You pay 40% Plan pays 60% after the deductible is met
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by surgeons, radiologists, pathologists and anesthesiologists</li> </ul>	You pay 20% Plan pays 80% after the deductible is met	You pay 40% Plan pays 60% after the deductible is met



Benefits	In-network	Out-of-network
<b>Multiple surgical reduction</b> <ul style="list-style-type: none"> <li>Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.</li> </ul>	Included	Included
<b>Outpatient services</b>		
<b>Outpatient surgery (facility charges)</b> <ul style="list-style-type: none"> <li>Non-surgical treatment procedures are not subject to the facility copay.</li> </ul>	You pay 20% Plan pays 80% after the deductible is met	You pay 40% Plan pays 60% after the deductible is met
<b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by surgeons, radiologists, pathologists and anesthesiologists</li> </ul>	You pay 20% Plan pays 80% after the deductible is met	You pay 40% Plan pays 60% after the deductible is met
<b>Physical, occupational, cognitive and speech therapy</b> <ul style="list-style-type: none"> <li>60 days per calendar year for all therapies combined</li> <li>Includes physical therapy, speech therapy, occupational therapy, pulmonary rehabilitation and cognitive therapy</li> <li>Includes chiropractic therapy (Includes chiropractors)</li> <li>Therapy days, provided as part of an approved Home Health Care plan, accumulate to the outpatient short term rehab therapy maximum.</li> </ul>	<b>Primary care physician</b> You pay \$20 per visit  <b>Specialist</b> You pay \$40 per visit	You pay 30% Plan pays 70% after the deductible is met
<b>Cardiac rehabilitation</b> <ul style="list-style-type: none"> <li>Limited to 36 days per calendar year</li> </ul>	<b>Primary care physician</b> You pay \$20 per visit  <b>Specialist</b> You pay \$40 per visit	You pay 30% Plan pays 70% after the deductible is met
<b>Lab and X-ray</b>		
<b>Lab and X-ray</b> <ul style="list-style-type: none"> <li>Physician's office</li> </ul>	No charge after the office visit copay	You pay 30% Plan pays 70% after deductible is met
<b>Lab and X-ray</b> <ul style="list-style-type: none"> <li>Outpatient hospital facility</li> <li>Independent x-ray and/or lab facility</li> </ul>	You pay 20% Plan pays 80%	You pay 40% Plan pays 60% after deductible is met
<b>Lab and X-ray</b> <ul style="list-style-type: none"> <li>Emergency room when billed by the facility as part of the emergency room visit</li> <li>Urgent care when billed by the facility as part of the urgent care visit.</li> <li>Independent x-ray and/or lab facility in conjunction with a emergency room visit</li> </ul>	No charge	You pay 30% Plan pays 70% after deductible is met
<b>Advanced radiological imaging (MRI, MRA, CAT Scan, PET Scan, etc.)</b> <ul style="list-style-type: none"> <li>Inpatient hospital facility</li> </ul>	You pay 20% Plan pays 80% after the deductible is met	You pay 40% Plan pays 60% after the deductible is met



Benefits	In-network	Out-of-network
<b>Advanced radiological imaging (MRI, MRA, CAT Scan, PET Scan, etc.)</b> <ul style="list-style-type: none"> <li>Outpatient facility</li> </ul>	You pay 20% Plan pays 80% after the deductible is met	You pay 40% Plan pays 60% after the deductible is met
<b>Advanced radiological imaging (MRI, MRA, CAT Scan, PET Scan, etc.)</b> <ul style="list-style-type: none"> <li>Emergency room</li> <li>Urgent care facility</li> </ul>	No charge	You pay 30% Plan pays 70% after the deductible is met
<b>Emergency and urgent care services</b>		
<b>Hospital emergency room</b> <ul style="list-style-type: none"> <li>Includes radiology, pathology and physician charges</li> <li>Copay waived if admitted</li> <li>Out-of-network services are covered at the in-network rate.</li> </ul>	You pay a \$50 copay, then no charge after the deductible is met	
<b>Ambulance</b> <ul style="list-style-type: none"> <li>Out-of-network services are covered at the in-network rate when it is a true emergency.</li> </ul>	You pay 20% Plan pays 80% after the deductible is met	
<b>Urgent care services</b> <ul style="list-style-type: none"> <li>Out-of-network services are covered at the in-network rate.</li> <li>Copay waived if admitted</li> </ul>	You pay a \$50 copay, then no charge after the deductible is met	
<b>Other health care facilities</b>		
<b>Skilled nursing facility, rehabilitation hospital and other facilities</b> <ul style="list-style-type: none"> <li>120 days per calendar year</li> </ul>	You pay 20% Plan pays 80% after the deductible is met	You pay 40% Plan pays 60% after the deductible is met
<b>Home health care</b> <ul style="list-style-type: none"> <li>120 days per calendar year</li> </ul>	You pay 20% Plan pays 80% after the deductible is met	You pay 40% Plan pays 60% after the deductible is met
<b>Hospice</b> Inpatient services Outpatient services	You pay 20% Plan pays 80% after the deductible is met	You pay 40% Plan pays 60% after the deductible is met
<b>Other health care services</b>		
<b>Durable medical equipment</b> <ul style="list-style-type: none"> <li>Unlimited calendar year maximum</li> <li>In-network charges only count towards your in-network maximum.</li> </ul>	You pay 20% Plan pays 80% after the deductible is met	You pay 40% Plan pays 60% after the deductible is met
<b>External prosthetic appliances (EPA)</b> <ul style="list-style-type: none"> <li>Unlimited calendar year maximum</li> </ul>	You pay 20% Plan pays 80% after deductible is met	You pay 40% Plan pays 60% after deductible is met
<b>Outpatient Private Duty Nursing</b>	You pay 20% Plan pays 80% after deductible is met	You pay 40% Plan pays 60% after deductible is met



Benefits	In-network	Out-of-network
TMJ, surgical and non-surgical	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed.
<b>Oral Surgical Procedures</b> <ul style="list-style-type: none"> <li>Does not include coverage for single tooth extraction or root removal.</li> </ul>	You pay 20% Plan pays 80% after deductible is met	You pay 40% Plan pays 60% after deductible is met
<b>Infertility treatment</b>	Not covered	Not covered
<b>Family planning</b> <ul style="list-style-type: none"> <li>Office visits</li> <li>Inpatient hospital facility</li> <li>Outpatient facility</li> <li>Physician services</li> <li>Surgical services such as tubal ligation or vasectomy are covered (excluding reversals).</li> <li>Includes contraceptive devices</li> </ul>	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
<b>Mental health and substance abuse services</b>		
Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration: <ul style="list-style-type: none"> <li>Substance Abuse includes Alcohol and Drug Abuse services.</li> <li>Transition of Care benefits are provided for a 90-day time period.</li> </ul>		
<b>Inpatient mental health services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Mental health services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	\$100 copay per admission, then You pay 20% Plan pays 80% after the medical plan deductible is met	\$250 deductible per admission, then You pay 40% Plan pays 60% after the medical plan deductible is met
<b>Outpatient mental health physician's office services</b> <ul style="list-style-type: none"> <li>Unlimited visits per calendar year</li> <li>Mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> <li>This includes group therapy mental health and intensive outpatient mental health</li> </ul>	You pay \$40 per visit	You pay 30% Plan pays 70% after the deductible is met
<b>Inpatient substance abuse services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	\$100 copay per admission, then You pay 20% Plan pays 80% after the medical plan deductible is met	\$250 deductible per admission, then You pay 40% Plan pays 60% after the medical plan deductible is met
<b>Outpatient substance abuse physician's office services</b> <ul style="list-style-type: none"> <li>Unlimited visits per calendar year</li> <li>Mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> <li>This includes intensive outpatient substance abuse</li> </ul>	You pay \$40 per visit	You pay 30% Plan pays 70% after the deductible is met



Benefits	In-network	Out-of-network
<b>Prescription drugs</b>  <b>CIGNA Pharmacy three-tier copay plan</b> <ul style="list-style-type: none"> <li>• Generic push</li> <li>• Self administered injectable— excludes infertility drugs</li> <li>• Includes Oral Contraceptives</li> <li>• Prescription smoking cessation drugs included</li> <li>• Prescription vitamins included</li> </ul>	<p style="text-align: center;"><b>Retail</b> (30 day supply) <u>You pay:</u> Generic \$20 Preferred Brand \$40 Non-Preferred Brand \$50</p> <p style="text-align: center;"><b>Home Delivery</b> (90 day supply) <u>You pay:</u> Generic \$40 Preferred Brand \$80 Non-Preferred Brand \$100</p>	<p style="text-align: center;">Not covered</p>



## Definitions

**Deductible** – A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

**Coinsurance** – After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called coinsurance.

**Copay** – A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

**Out-of-pocket Maximum** – Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "maximum reimbursable charges" or negotiated fees for covered services.

**Place of service** – Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

**Selection of a Primary Care Provider** – Your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, CIGNA may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card.

For children, you may designate a pediatrician as the primary care provider.

**Direct Access to Obstetricians and Gynecologists** – You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card.

**Pre-existing condition limitation** – Not applicable to anyone under 19 years old. Applies to any injury or sickness that you are diagnosed with and receive treatment for, or incur expenses for during the 90 days before you are insured by these benefits or you begin an eligibility waiting period (whichever is earlier). Please refer to your plan documents for specific details.

## Maximizing your health care dollars

Log on to [myCIGNA.com](http://myCIGNA.com) for resources to help you choose a health care professional or compare the cost and quality of medical services, medications and hospital care.

When you need a medical service or procedure, CIGNA offers you opportunities to save on prescription medicine, routine medical care, laboratory services, radiology scans, and outpatient surgery. Details are below:

**CIGNA Home Delivery Pharmacy** – You can save money and enjoy convenient home delivery by using CIGNA Home Delivery Pharmacy for your prescription medications. You can get up to a 90-day supply of your medication.

**Lab** – Save on lab services by using a free-standing laboratory instead of a hospital- or clinic-based lab.

**Urgent Care** – For non-emergency conditions that need attention before you can see your doctor, you can save money by going to an urgent care center instead of an Emergency Room (ER).

**Convenience Care** – For minor or routine conditions, go to a Convenience Care Clinic when your doctor is unavailable. Convenience Care Clinics are retail-based and often found in pharmacies or grocery stores.

**Radiology** – Costs for MRIs, PET, and CT scans can vary greatly. Non-hospital based outpatient radiology centers often cost much less than a hospital. CIGNA's network includes both hospitals and outpatient centers, so you can find a radiology center that's right for you.

**Outpatient Surgery** – Costs for colonoscopies, arthroscopies, and other outpatient procedures can vary greatly. Using a free-standing outpatient surgery center can save hundreds of dollars.



## Exclusions

### What's Not Covered (*not all-inclusive*):

Your plan provides coverage for most medically necessary services. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Services provided through government programs
- Services that aren't medically necessary
- Experimental, investigational or unproven services
- Services for an injury or illness that occurs while working for pay or profit including services covered by worker's compensation benefits
- Cosmetic services
- Dental care, unless due to accidental injury to sound natural teeth
- Infertility Services
- Reversal of sterilization procedures
- Genetic screenings
- Obesity surgery and services
- Non-prescription and anti-obesity drugs
- Custodial and other non-skilled services
- Weight loss programs
- Hearing aids
- Acupuncture
- Treatment of sexual dysfunction
- Travel immunizations
- Telephone, email and internet consultations in the absence of a specific benefit
- Eyeglass lenses and frames, contact lenses and surgical vision correction

### These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

*"CIGNA," the "Tree of Life" logo, "CIGNA Healthcare," "CIGNA Care Network," "CIGNA Behavioral Health," "CIGNA Choice Fund," "CIGNA Well Aware for Better Health" and "myCIGNA.com" are registered service marks, and "CIGNA Pharmacy," "CIGNA Home Delivery Pharmacy," "CIGNA Well Informed" and "CIGNA Behavioral Advantage" are service marks, of CIGNA Intellectual Property, Inc., licensed for use by CIGNA Corporation and its operating subsidiaries. All products and services are provided exclusively by such operating subsidiaries and not by CIGNA Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company (CGLIC), CIGNA Health and Life Insurance Company (CHLIC), CIGNA Behavioral Health, Inc., Tel-Drug, Inc., Tel-Drug of Pennsylvania, L.L.C. and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc. In Arizona, HMO plans are offered by CIGNA HealthCare of Arizona, Inc. In Connecticut, HMO plans are offered by CIGNA HealthCare of Connecticut, Inc. In North Carolina, HMO plans are offered by CIGNA HealthCare of North Carolina, Inc. In California, HMO and Network plans are offered by CIGNA HealthCare of California, Inc. All other medical plans in these states are insured or administered by CGLIC or CHLIC. "CIGNA Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C.*

## SCHEDULE 3.19(a)

### SELLER CONTRACTS

1. Marketing Consultancy Agreement between George E. Failing Company and Greenray International Limited, dated as of May 11, 2011.
2. Representation Agreement between Steco and Top Lift Ent. Inc., dated as of December 17, 2009.
3. Contracts for insurance listed on Schedule 3.20(a).\*
4. Contracts for Employee Plans listed on Schedule 3.15(a).\*
5. Union Agreement between the George E. Failing Company and The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (A.F.L.-C.I.O., C.I.C.) on behalf of Local Union 4800, dated November 19, 2008.\*
6. Agreements or arrangements with GEFCO international agents and representatives, as listed on Attachment A to this Schedule 3.19(a).
7. Bulk Product Agreement between Air Liquide Industrial U.S. LP and STECO Trailers, dated as of November 18, 2010.
8. Standard Uniform Rental Service Agreement between Gefco and Cintas, dated as of January 1, 2009.
9. Letters of Credit listed on Schedule 2.4(a)(vi).\*
13. Commercial Services Agreement between Gefco and CoxCom, Inc., dated as of April 21, 2011
10. Gas Sales Agreement No. G.S. 7398 (originally numbered 2566) between GEFC/STECO and Clearwater Enterprises, L.L.C., dated as of October 1, 2007, as amended October 1, 2010 and November 1, 2010.
11. Purchase Order No. 050-10, dated July 1, 2010, and related Technical Specifications Ref. 100-10-AK, of Gefco to North African Geophysical Exploration Company (currently in possession of shipper in Houston due to restrictions on shipping to purchaser (Libya); Seller has received almost the full purchase price plus shipping, which in effect covers the full purchase price, and has requested a license from OFAC to complete the pre-sanctions transaction, but has not received a response).
12. Lease between Gefco and Pitney Bowes, dated as of May 14, 2004, amended as of August 27, 2008.
13. Lease between Blue Tee Corp. and Xerox, dated as of December 14, 2009.
14. Equipment Lease Agreement between Blue Tee Corp DBA Gefco and Doosan Global Finance, dated as of January 1, 2008 (currently expired, renting month to month).
15. Equipment Lease Agreement between Blue Tee Corp and Doosan Global Finance, dated as of May 22, 2009.
16. Equipment Lease Agreement between Blue Tee Corp. and Doosan Global Finance, dated as of August 15, 2008 (will terminate August 15, 2011).
17. Equipment Lease Contract between Blue Tee Corp. DBA STECO and Marlin Leasing, dated as of August 6, 2007.



18. Master Agreement between George E. Failing Company and WorkWise, Inc., dated as of October 1, 2010.
19. Master Lease Agreement between Blue Tee Corp DBA Steco and Westquip, Inc., dated as of March 23, 2010, assigned to Toyota Motor Credit Corporation.
20. Master Lease Agreement between Blue Tee Corp. and LaSalle National Leasing Corporation, dated as of June 26, 2001 – Equipment Schedule Series D-7 (September 11, 2007).
21. Master Lease Agreement between Blue Tee Corp. and LaSalle National Leasing Corporation, dated as of June 26, 2001 – Equipment Schedules Series F (November 29, 2005).
22. Purchase orders and customer orders as shown on Attachment B.
23. Letter Agreement between Seller and Aaron Harmon dated as of January 5, 2011.\*
24. Agreement regarding advertising space between George E. Failing Co. and Keleher Outdoor Advertising, Inc., dated as of July 12, 2010.
25. Microsoft License Statement (calculation date July 21, 2011) (\$10,600/year payment).
26. Oil and Gas Lease between George E. Failing Company and L.O. Ward, dated as of December 14, 1965, together with Gas Division Order from George E. Failing Company to L.O. Ward, issued May 8, 1989 and effective June 1, 1988.
27. Division Order Contract from George E. Failing Company to Blue Tee Corp. (for Sunoco Partners Marketing & Terminals, L.P. and Lorentz Oil & Gas LLC), dated as of May 3, 2010 and effective February 1, 2008.

\* Not being assigned to Buyer.

Attachment A

## GEFCO List of Active Agents

June 30, 2011

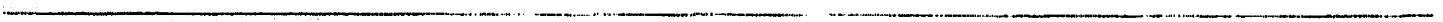
<u>Agent:</u>	<u>Territory:</u>	<u>Exclusive</u>	<u>Contract Date:</u>
Ahmad Jaffer and Company (Private) Limited	Pakistan	Non-Exclusive	No agreement. Project specific.
Al Nafea - Al Hwarath	Iraq	Non-Exclusive	No agreement. Project specific.
Angereb Private Limited Co	Ethiopia, Kenya	Exclusive	Operating under expired agreement
DE-ES	Gambia, Ghana, Gibraltar, Guinea, Ireland, Israel, Liberia, Malta, Portugal, Sierra Leone, Zaire	Non-Exclusive	No agreement
ESSCo	Jordan	Non-Exclusive	No agreement
GEFCO - Iraq - Kamil	Iraq	Non-Exclusive	No agreement. Project specific.
Greenray International Limited (GIL)	Algeria, Tunisia	Exclusive	2 yr consulting agreement. Expires May 2013.
Mapek Machine & Industry Corporation	Turkey	Non-Exclusive	No agreement
Peter's Handles	Austria, Croatia, Czechoslovakia, Hungary, Slovakia, Yugoslavia	Non-Exclusive	No agreement
Sun-Rainbow	China	Non-Exclusive	No agreement. Project specific.
United Global Resources	UAE, Qatar	Non-Exclusive	No agreement. Project specific.
Perforaciones Hydro-Manantial	Venezuela	Exclusive	No agreement. Project specific.
Amago	Poland	Non-Exclusive	No agreement. Project specific.
Cognitive Technologies	Russia/Ukrain	Non-Exclusive	No agreement. Project specific.

**Perforaciones Vivas S.A.**

**El Salvador**

**Non-Exclusive**

**No agreement.  
Project specific.**



**GEFCO**

FORM 9

07/25/11

**BACKLOG REPORT AGING**

CUSTOMER	MODEL	S/N	SALES	JUL	AUG	SEP	OVER
USACE EGYPT	SS-22-SD	907887	3,018,849	3,018,849			Jun-11
USACE EGYPT	SS-22-SD	907888	3,018,849	3,018,849			Jun-11
EVANS ENERGY	30-K	907891	576,447	576,447			Jun-11
PACKER SERVICES	15PS	N1533	185,200	185,200			Jul-11
PRONTO SERVICE	3PS	N345	98,500	98,500			Sep-11
DFAS	MP Skid	672252	162,134	162,134			Jul-11
DFAS	MP Skid	672253	65,843	65,843			Jul-11
TDR CONSTRUCTION	30-K	907448*USED	304,200		304,200		Aug-11
MISHRAQ	SS-22-RT	907892	1,410,259		1,410,259		Aug-11
MISHRAQ	SS-22-RT	907893	1,283,856		1,283,856		Aug-11
HOLO EARTH	1250	903804*USED	129,409			129,409	
SHENHUA INT.	SS-120-PR	907894	1,905,601			1,905,601	Sep-11
RENE MEZA	SS-22	907895	683,566			683,566	Sep-11
SAXON CORP.	15PS	N1534	164,000			164,000	
SAXON CORP.	15PS	N1535	164,000			164,000	
SAXON CORP.	15PS	N1536	164,000			164,000	
HIGHLANDS	SS-1100	907868	3,238,487			3,238,487	Sep-11 Delivery delayed due to Customer Request
HIGHLANDS	SS-1100	907869	3,408,934			3,408,934	Dec-11 Delivery delayed due to Customer Request
HIGHLANDS	185K	907836	1,325,571			1,325,571	Jul-11 Delivery delayed due to Customer Request
BUSSELL & SONS	SS-22-RT	907896	760,104			760,104	Sep-11
UNISON	SS-22-RT	907899	701,552			701,552	Sep-11
<b>SUB-TOTAL UNITS</b>			<b>22,769,361</b>	<b>7,125,823</b>	<b>2,998,315</b>	<b>3,210,576</b>	<b>9,434,647</b>
<b>PARTS Backlog as of 07-25-11</b>			<b>3,428,545</b>	<b>1,028,564</b>	<b>1,028,564</b>	<b>1,028,564</b>	<b>342,855</b>
<b>TOTAL BACKLOG</b>			<b>26,197,906</b>	<b>8,154,386</b>	<b>4,026,878</b>	<b>4,239,140</b>	<b>9,777,502</b>





A DIVISION OF BLUE TEE CORP.

# STECO BACKLOG

July 25, 2011

TRLR #	MODEL	CUSTOMER	PROMISE DATE							
				JULY	AUG	SEP	OCT	NOV	DEC	
<b>Total Atlas</b>				\$214,830	\$211,743	\$202,545	\$0			

**CONTAINER LOADER**

4821	SCL-20	RFR RECYCLING(BRAZIL)	BRIAN	\$224,500					
4819	CL-40	GACHMAN METALS & RECYCLING	BRIAN		\$245,800				
4820	CL-40	HOMECA RECYCLING CENTER	BRIAN		\$254,200				
<b>Total Container Loader</b>				\$0	\$224,500	\$500,000	\$0		

**GEFCO FABRICATION**

<b>Total Gefco Fabricator</b>				\$0	\$0	\$0	\$0		

<b>Total</b>		\$801,052	\$993,822	\$1,130,658	\$0		
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Units Backlog \$2,925,532

Parts Backlog \$54,435

Total Backlog \$2,979,967

# Gefco OPEN POs BY VENDOR

## 7/26/2011

<u>ID PO</u>	<u>ID LINE PO</u>	<u>ID ITEM</u>	<u>DESCR ITEM 1</u>	<u>QTY ORD</u>	<u>QTY RCV</u>	<u>UNIT COST</u>	<u>extended cost</u>
<b>A TO Z MFG. LLC</b>							
88414	1	N10MB25	WASHPIPE	200	0	171.80	34,360.00
							<b>34,360.00</b>
<b>ABERDEEN DYNAMICS SUPPLY CO</b>							
88375	3	108225-3	PUMP, HYDG2.241TY-PVP-CW-B-S	1	0	640.12	640.12
88392	6	X2HG-HC-16-24	CLAMP, TUBING - 2 C-C X 24	8	7	18.52	18.52
88122	3	K-8126709-5	WINCH, HYD 41:1 2.9CU	1	0	5,929.00	5,929.00
88400	2	104464-1	COOLER, FUEL	2	0	406.05	812.10
88400	5	K-8124987	PUMP, 3-SECTION - SERIES TP20	1	0	1,823.19	1,823.19
88400	6	105103A1	VALVE, STACK-3 SECT V10	3	0	467.99	1,403.97
88400	7	170F997-1	PUMP, HYDG.6PA-2AD-CW-A-S-N	2	0	240.00	480.00
88400	8	109485-2	WINCH, ELECT 5000LBS (PDF-PB)	3	0	652.87	1,958.61
88400	11	104411-1	COOLER, HYD OIL-OKO40-5/2-12V	3	0	1,935.00	5,805.00
88373	3	104464-51	MOTOR, 12-V W/FAN BLADE	3	0	161.03	483.09
88372	4	108225-6	PUMP, HYDG1.96TY-PVP-CCW-B-S	1	0	769.69	769.69
88124	1	165F168	VALVE, XKV-HF10 4-SECT SPOOL	10	0	1,313.54	13,135.40
88436	6	107968-1	GAUGE, LIQUID LEVEL	6	0	12.15	72.90
88436	5	107109-1	ADAPTER, 2 SWIVEL-SAE TO NPTF	12	0	53.40	640.80
88436	4	104411-1	COOLER, HYD OIL-OKO40-5/2-12V	4	0	1,935.00	7,740.00
88436	3	108476-1	FILTER, HYD RETURN 80GPM	8	0	240.98	1,927.84
88436	2	107053-3	MANIFOLD, WINCH/BRAKE CONTROL	4	0	500.36	2,001.44
88436	1	104556-8	GAUGE, 7,500 PSI 2-1/2 HYD	12	0	41.41	496.92
88372	1	104411-1	COOLER, HYD OIL-OKO40-5/2-12V	2	0	1,935.00	3,870.00
88407	1	111088-1	VALVE, HYD. 2P 4W 12V SOL	5	0	123.01	615.05
88407	2	K-87M1104	VALVE, FLOW CONTROL 3 PORT	2	0	501.12	1,002.24
88407	8	109485-2	WINCH, ELECT 5000LBS (PDF-PB)	3	0	682.25	2,046.75
88407	9	109485-2	WINCH, ELECT 5000LBS (PDF-PB)	3	0	652.87	1,958.61
88407	10	K-8125157	VALVE, FLOW CONTROL 1/4"NPT	2	0	107.84	215.68
83431	11	107053-52	COIL, MAGNETIC SOLENOID	2	0	26.55	53.10
84945	9	109915-1	VALVE, 3 BALL W/AIR ACTUATOR	4	0	2,367.00	9,468.00
88407	7	170F997-1	PUMP, HYDG.6PA-2AD-CW-A-S-N	3	0	240.00	720.00

Attachments 13, conf'd

88407	6 170F997-1	PUMP, HYDG.6PA-2AD-CW-A-S-N	3	0	240.00	720.00
85972	4 K-8124987	PUMP, 3-SECTION - SERIES TP20	2	0	1,823.19	3,646.38
88407	4 105103A1	VALVE, STACK-3 SECT V10	3	0	467.99	1,403.97
88407	5 111088-1	VALVE, HYD. 2P 4W 12V SOL	2	0	123.01	246.02
88407	3 105103A1	VALVE, STACK-3 SECT V10	3	0	467.99	1,403.97
						<b>73,508.36</b>
<b>ACCURATE MACHINE</b>						
87902	1 101722C1	TUBE, TORQUE	12	4	770.00	6,160.00
						<b>6,160.00</b>
<b>ACCUTREX PRODUCTS, INC.</b>						
88412	1 N15MB04A	SET, SHIM	5	0	78.98	394.90
88733	1 N10PS17S	SHIM SET, MOTOR ADAPTER-12 PCS	8	0	48.40	387.20
						<b>782.10</b>
<b>ACKER DRILL COMPANY, INC.</b>						
88699	3 113118-1	CORE BARREL, ASSY 4 X 5 1/2	12	0	5,438.00	65,256.00
88699	2 113117-1	SHELL, DIAMOND REAMING 6 3/16	20	0	1,424.00	28,480.00
88699	1 113116-1	BIT, CORING 6 1/8 X 4, 4X5.5	20	0	2,990.00	59,800.00
						<b>153,536.00</b>
<b>AIR-CON INC.</b>						
88441	1 110109-6	VALVE, MINIMUM PRESS 2" NPT	2	0	165.41	330.82
						<b>330.82</b>
<b>AKG OF AMERICA</b>						
88440	1 100639-1	COOLER, COMPRESSOR OIL	2	0	2,485.35	4,970.70
						<b>4,970.70</b>
<b>AMERICAN FOUNDRY GROUP INC</b>						
88831	7 N40KG04Z	CASTING, GOOSENECK	8	0	1,354.00	10,832.00
88831	1 CAS-7702	CASTING, HEAD	12	0	71.61	859.32
88831	2 K-C8573	CASTING, HANDWHEEL	6	0	136.00	816.00
88831	4 CAS-25003	CASTING, PLATE	8	0	87.32	698.56
88831	3 K-C10070	CASTING, BALL END	20	0	100.32	2,006.40
88831	6 CAS-25040	CASTING, GUARD	8	0	478.17	3,825.36
88831	5 CAS-25040	CASTING, GUARD	10	0	478.17	4,781.70
88831	8 N40KG04Z	CASTING, GOOSENECK	6	0	1,354.02	8,124.12
						<b>31,943.46</b>
<b>AMERICAN MANUFACTURING COMPANY</b>						
88683	1 XGD-4F0482	VALVE, FLUID SLUSH 7.5 X 10	48	0	74.44	3,573.12
88338	2 XGD-25-A-68	GASKET, RD-. 12 X 09.06 X 08.12	18	0	31.87	573.66
88683	2 XGD-F0451	SEAT, VALVE SLUSH7.5 X 10 PUMP	48	0	61.85	2,968.80
						<b>7,115.58</b>
<b>AMERIDRIVES INDUSTRIAL CLUTCH</b>						



88741	1 XIE-208908	DISC, CLUTCH DRIVE	2	0	215.60	431.20
						<b>431.20</b>
<b>ARROW GEAR COMPANY</b>						
87882	1 K-36D4006	PINION, RING GEAR &	8	0	2,650.00	21,200.00
						<b>21,200.00</b>
<b>AUTO ELECTRIC SERVICE, INC.</b>						
88450	1 K-8124735	TACHOMETER, HEAD-W/HR METER	5	0	86.72	433.60
						<b>433.60</b>
<b>AUTO-TURN MFG., INC.</b>						
87795	1 N5KCOS40	WASHPIPE	8	7	376.54	376.54
						<b>376.54</b>
<b>B &amp; R MACHINE &amp; GEAR CORP.</b>						
88592	1 K-16112	SET, R-GEAR & PINION 6T/39T	2	0	3,645.00	7,290.00
						<b>7,290.00</b>
<b>BERENDSEN FLUID POWER, INC.</b>						
88494	2 K-8125704-1	VALVE, 5 SECTION - AIR	2	0	732.19	1,464.38
88494	1 K-8125444-1	VALVE, OVERCENTER 15GPM	2	0	101.42	202.84
88418	6 K-8125444-1	VALVE, OVERCENTER 15GPM	2	0	101.42	202.84
88460	1 106099-1	FILTER, BREATHER 3/8 NPT	5	0	5.86	29.30
88418	5 108489-1	PUMP, HYDP6.1SU-90-CW-C-S-E	1	0	3,575.35	3,575.35
88418	9 K-8125296	STRAINER, SUCTION-1.50 NPT	12	5	28.66	200.62
88418	8 108008-2	CONTROL, JOYSTICK-12V SERIES90	3	0	271.20	813.60
88418	4 108489-1	PUMP, HYDP6.1SU-90-CW-C-S-E	2	0	3,575.35	7,150.70
88418	3 108369-3	PUMP, HYDP10.98SU-180-CW-E-S-E	2	0	8,449.51	16,899.02
88687	3 K-8125897	GAUGE, LEVEL	10	0	24.18	241.80
88260	2 XNO-11-002-035	REGULATOR, 250-PSI AIR W/GAUGE	10	0	120.93	1,209.30
88418	2 108369-3	PUMP, HYDP10.98SU-180-CW-E-S-E	1	0	8,449.51	8,449.51
88687	1 108369-3	PUMP, HYDP10.98SU-180-CW-E-S-E	3	0	8,449.51	25,348.53
88504	1 106789-1	FILTER, HYDRAULIC OIL - X2SF	6	0	154.53	927.18
						<b>66,714.97</b>
<b>BOYD METALS</b>						
82211	5 X013484948	SQ-TUBE, 3 X 3 X 3/16 A500B	40	0	3.91	156.40
						<b>156.40</b>
<b>BRAD FOOTE GEAR WORKS IN</b>						
87760	2 25043	PINION, 13T SPIRAL BEVEL	30	0	1,920.00	57,600.00
87760	1 112831-1	SET, RING GEAR AND PINION	15	0	4,155.00	62,325.00
						<b>119,925.00</b>
<b>BRANNON HYD</b>						
85474	1 NON INV	Brannon to repair 4 way valve	1	0	3,005.01	3,005.01

<b>BRI, INC.</b>						<b>3,005.01</b>	
88670	4	113119-4	BIT, TRI-CONE 6 3/4" W3 1/2"	16	8	500.00	4,000.00
88670	3	113119-3	BIT, TRI-CONE 4 7/8 W2 7/8 CON	16	8	1,200.00	9,600.00
88670	2	113119-2	BIT, TRI-CONE 7 1/2" W4 1/2	32	16	1,550.00	24,800.00
88670	1	113119-1	BIT, TRI-CONE 12 1/4 W/ 6 5/8	32	16	3,250.00	52,000.00
						<b>90,400.00</b>	
<b>CASTLE METALS</b>							
86546	1	X0138KB568	TUBE, 8.00 X 2.75*4340/4330	145	129	39.23	627.68
86537	1	X013805526	TUBE, 4.000 X 3.250 SAE-1020	80	75	22.95	114.75
						<b>742.43</b>	
<b>CENTRAL MACHINE &amp; TOOL CO</b>							
88830	8	K-C14101-A	CASTING, CLUTCH SPIDER	10	0	128.22	1,282.20
88830	9	100F834	CASTING, CLUTCH SHIFT COLLAR	8	0	29.13	233.04
88830	10	101F361	CASTING, BEARING RETAINER	24	0	19.89	477.36
88830	22	N2J08BZ	CASTING, BEARING HOUSING-IRON	100	0	31.32	3,132.00
88830	21	N2J01CZ	CASTING, GOOSENECK - IRON	100	0	34.17	3,417.00
88830	6	N15MB18Z	CASTING, LOWER OIL	20	0	171.84	3,436.80
88830	11	101F361	CASTING, BEARING RETAINER	12	0	19.89	238.68
88830	7	CAS-10038-B	CASTING, YOKE	8	0	201.20	1,609.60
88830	5	K-C6563-B	CASTING, BRAKE DRUM	6	0	1,020.94	6,125.64
88830	4	K-C6563-A	CASTING, BRAKE DRUM	6	0	1,011.20	6,067.20
88830	23	N2.5BL04Z	CASTING, GOOSENECK	10	0	264.74	2,647.40
86137	14	K-C8124191	CASTING, SIDE DRUM	4	0	637.73	2,550.92
86137	7	K-C70A5007	CASTING, BRG HSG (26M3069)	6	0	38.13	228.78
88830	1	K-C6563-A	CASTING, BRAKE DRUM	8	0	1,044.20	8,353.60
88830	2	K-C6563-B	CASTING, BRAKE DRUM	8	0	1,020.94	8,167.52
88830	3	K-C6396-A	CASTING, BRAKE BAND MTG BLOC	24	0	14.09	338.16
86137	6	K-C70A5006	CASTING, HOUSING (36M3066)	6	0	221.86	1,331.16
88830	12	109F171	CASTING, LONG JAW	20	0	45.44	908.80
87506	9	104F499	CASTING, BREAK LEVER	15	0	33.61	504.15
87506	8	CAS-10011	CASTING, QUILL	8	0	255.26	2,042.08
87506	7	N5EL01Z	CASTING, GOOSENECK	12	0	141.75	1,701.00
87506	4	CAS-107453C1	CASTING, SWIVEL HOUSING	10	0	95.49	954.90
87506	3	CAS-10005	CASTING, BOTTOM PLATE	8	0	55.72	445.76
87506	2	N2.5BL04Z	CASTING, GOOSENECK	10	0	247.28	2,472.80
87506	1	CAS-FG-206-H	CASTING, VALVE	150	0	11.81	1,771.50

84684	9 CAS-25034	CASTING, TOP	1	0	2,621.70	2,621.70
88830	24 N30PXV04Z	CASTING, GOOSENECK-YOKE TYPE -	6	0	339.35	2,036.10
87506	10 N2J08BZ	CASTING, BEARING HOUSING-IRON	75	0	30.41	2,280.75
87506	12 K-C70A4007	CASTING, DRIVE BOX (36M3071)	6	0	451.85	2,711.10
87506	14 CAS-FG-206-H	CASTING, VALVE	150	0	11.51	1,726.50
88830	16 400F206C	CASTING, HANDWHEEL 9-3/4	30	0	66.05	1,981.50
88830	15 400F206C	CASTING, HANDWHEEL 9-3/4	30	0	66.05	1,981.50
88830	14 162F443	CASTING, SEAL RETAINER	8	0	457.69	3,661.52
88830	13 109F173	CASTING, TONG LATCH	20	0	19.30	386.00
88830	17 CAS-25034	CASTING, TOP	4	0	2,952.24	11,808.96
88830	19 CAS-25034	CASTING, TOP	4	0	2,952.24	11,808.96
88830	18 CAS-25034	CASTING, TOP	4	0	2,952.34	11,809.36
88830	20 CAS-25034	CASTING, TOP	4	0	2,952.24	11,808.96
						<b>127,060.96</b>
<b>CERTIFIED POWER, INC.(NAE)</b>						
88430	1 XBB-CP45-N	KIT, U-JOINT REPAIR	8	0	45.99	367.92
88069	3 XBB-SL-S28-1	ADAPTER, 1-3/4 10-SPL FEMALE	20	8	70.83	849.96
						<b>1,217.88</b>
<b>COTTA TRANSMISSION CO</b>						
88603	2 K-8124978-53	QUILL, DRIVE (SHAFT)	4	0	3,564.65	14,258.60
88335	1 K-8124978-1	TOPHEAD, DUAL GEARBOX-COTTA	2	0	31,321.00	62,642.00
88667	1 K-8124978-1	TOPHEAD, DUAL GEARBOX-COTTA	2	0	31,321.00	62,642.00
88178	3 K-8124978-73	SHAFT, 18T	2	0	1,565.74	3,131.48
						<b>142,674.08</b>
<b>CUSTOM RUBBER PRODUCT, INC.</b>						
88323	3 N15KM05	RING, PACKING	100	62	3.48	132.24
88738	1 N20XV05	RING, PACKING	250	93	4.36	684.52
88678	2 N2J03	RING, PACKING-80 DURO NITRILE	600	170	4.38	1,883.40
						<b>2,700.16</b>
<b>DANA AUTOMOTIVE SYSTEMS GROUP</b>						
88163	5 XSM-905020	YOKE ASSY, 1810 SERIES FLANG	2	0	208.99	417.98
88193	3 XSM-4-40-461	SHAFT, 1550 SERIES SLIP STUB	4	0	38.31	153.24
88623	1 XSM-6-1/2-1-741	FLANGE, 1800 2.75 10-SPLINE	2	0	131.48	262.96
88107	1 XSM-4-1-3101	FLANGE, 1500 1.75 10-SPLINE	2	0	98.61	197.22
88623	2 XSM-904657-1	JOINT, 1710 UNIVERSAL X 11.0	2	0	429.69	859.38
88193	4 XSM-905019	JOINT ASSY, 1550 SLIP W/FLAN	2	0	79.64	159.28
87900	1 XSM-5-1-2421	FLANGE, 1600 1.50 10-SPLINE	10	0	124.09	1,240.90
						<b>3,290.96</b>

**DEE FOUNDRIES INC.**

88840	1 N75WP17Z	CASTING, PACKOFF BOX	30	0	105.93	3,177.90
						<b>3,177.90</b>

**DEL HYDRAULICS, INC.**

88454	1 105834-5	VALVE, AIR - 1 SECTION-120PSI	10	0	79.00	790.00
						<b>790.00</b>

**DEN-CON TOOL**

88709	1 111187-13	SLIPS, 5 1/2-7UDC DRILL COLLAR	8	0	2,411.86	19,294.88
						<b>19,294.88</b>

**DIAMOND CHAIN**

88848	2 XDC-60QT-OL	LINK, 3/4P-QUINTUPLE OFFSET	1	0	52.39	52.39
88848	1 XDC-60QT-CL	LINK, 3/4P-QUINTUPLE CONNECT	2	0	39.53	79.06
88449	1 XDC-60S-OL	LINK, 3/4P SINGLE OFFSET	6	0	3.12	18.72
88666	1 XDC-100T108	CHAIN, 1-1/4P-TRIPLE ROLLER	1	0	1,407.73	1,407.73
						<b>1,557.90</b>

**DIVERCO/ALL TRANSMISSION PARTS**

88764	1 XWG-T8-86	PLUNGER, INTERLOCK T18	2	1	4.16	4.16
						<b>4.16</b>

**DONALD E HARMAN**

87128	2 K-80R4612	CLUTCH, 2.558/2.557 BORE AIR	2	1	4,883.00	4,883.00
85516	1 K-80R4612	CLUTCH, 2.558/2.557 BORE AIR	2	1	4,883.00	4,883.00
88095	1 XWF-275-11-1	PLATE, CLUTCH CENTER ATD208	1	0	415.00	415.00
						<b>10,181.00</b>

**DRILCO INDUSTRIAL**

88671	2 S-636-A	SUB, 3-1/2IFB X 3-1/2IFP/8.0	4	0	390.00	1,560.00
88671	6 113121-1	FISHING, TOOL-TAP TAPER3 1/2IF	4	0	1,262.00	5,048.00
88671	1 S-660-B	SUB, 3-1/2 REGRB X 4-1/2 IFRB	8	0	507.00	4,056.00
88753	1 113234-1	STABILIZER, BIT 10" X 3-0 FT	1	0	1,498.00	1,498.00
88753	2 S-658-B	SUB, 2-7/8IFB X 3-1/2REGB/10.5	1	0	352.00	352.00
88753	4 K-2342849	DP ASSY, 4-1/2 X2-7/8IF 20-0 D	24	0	554.00	13,296.00
88671	3 S-666-B	SUB, 4-1/2IFB X 4-1/2REGB/12.0	20	0	480.00	9,600.00
88671	4 S-677-B	SUB, 4-1/2IFB TO 6-5/8REGB	12	0	577.00	6,924.00
88671	7 113122-1	OVERSHOT, FISHING TOOL 3 1/2IF	4	0	1,894.00	7,576.00
88671	8 113123-1	COLLAR, DRILL 6 1/4" OD X 9 M	8	0	5,664.00	45,312.00
88671	9 113127-1	SUB, 2 7/8 IFB X 3 1/2 IFB X36	8	0	627.00	5,016.00
88671	10 113128-1	SUB, 3 1/2 IFB X 4 1/2 IFP X24	12	0	777.00	9,324.00
88671	5 113102B1	SUB, 2-7/8IFP TO 4-1/2IFB X 24	2	0	791.00	1,582.00
88671	11 K-120645-1	SUB, 3 1/2IFP X 3-1/2IFP/12	1	0	430.00	430.00
88671	12 103474C4	SUB, 3-1/2IFB X 2-3/8IFP/21.0	3	0	568.00	1,704.00

88753	3 S-675-B	SUB, 2-7/8IFBX6-5/8REGB/14.5	1	0	554.00	554.00
						<b>113,832.00</b>
<b>DRILLING SUPPLY &amp; MAN</b>						
87387	1 NON INV	Gooseneck	1	0	168.84	168.84
87387	5 NON INV	Nut	1	0	237.21	237.21
87387	6 NON INV	O'Ring	2	0	2.40	4.80
87387	2 NON INV	Gland	1	0	89.68	89.68
87387	7 NON INV	Set Screw	3	0	1.36	4.08
87387	3 NON INV	Plate	1	0	84.06	84.06
87387	8 NON INV	Nut	1	0	41.72	41.72
87387	4 NON INV	Packing	1	0	8.14	8.14
						<b>638.53</b>
<b>DYNAFAB CORPORATION</b>						
88410	3 110085-1	TANK, FUEL 50 GAL-RECT	3	0	468.00	1,404.00
88410	2 110085-1	TANK, FUEL 50 GAL-RECT	3	0	468.00	1,404.00
88410	1 110085-1	TANK, FUEL 50 GAL-RECT	3	0	468.00	1,404.00
87842	1 110085-1	TANK, FUEL 50 GAL-RECT	2	1	506.00	506.00
						<b>4,718.00</b>
<b>EARLE M. JORGENSEN</b>						
86600	2 X0132AZ834	ROUND, 7.00 *4140-HT 31-34 RC	20	0	181.25	3,625.00
86600	3 X013817340	TUBE, 3.000 X 1.500 A4140 HR	39	0	34.40	1,341.60
86582	1 X013805160	TUBE, 1.875 X 1.250 SAE-1020	20	19	8.25	8.25
86548	4 X013817381	TUBE, 4.000 X 2.250 A4140-HR	17	0	32.50	552.50
86576	2 X0132AZ828	ROUND, 6-1/4 *4140-HT 31-34 RC	20	16	129.90	519.60
82297	6 X013805526	TUBE, 4.000 X 3.250 SAE-1020	20	0	22.50	450.00
86494	2 X013805586	TUBE, 4.500 X 3.500 SAE-1020	20	19	26.00	26.00
						<b>6,522.95</b>
<b>EATON CORPORATION-FAWICK</b>						
88083	1 XFA-5106AT	ROTORSEAL, 3/8 - 5/8-18 NF	25	0	64.13	1,603.25
						<b>1,603.25</b>
<b>EMPIRE FOUNDRY</b>						
88844	4 CAS-25037-B	CASTING, RING	15	0	92.57	1,388.55
88844	1 CAS-FG-21-A	CASTING, RETAINER	60	0	9.14	548.40
88844	2 CAS-15233	CASTING, SPROCKET	12	0	78.97	947.64
88844	3 101F363	CASTING, OIL STOP GLAND	40	0	6.61	264.40
						<b>3,148.99</b>
<b>F M C CORPORATION</b>						
88423	1 144F703	JOINT, 3 SILVER STY-30 SWVL	8	0	794.48	6,355.84

88823	2	XJB-A-91684	GASKET, RD-.06 X 02.12 X 01.50	2	0	0.77	1.54
88423	3	144F709	JOINT, 3/4 SILVER STY-30 SWVL	6	0	174.88	1,049.28
88423	2	144F708	JOINT, 1 SILVER STY-30 SWVL	8	0	174.88	1,399.04
88823	1	XJB-5-260-310	CYLINDER ASSY, FLUID	1	0	228.62	228.62
<b>9,034.32</b>							
<b>FAIRFIELD MFG CO INC</b>							
86783	1	145F351	SET, R-GEAR & PINION - 6/43	10	9	1,854.00	1,854.00
<b>1,854.00</b>							
<b>FASCAST, INC.</b>							
88845	1	CAS-25036-A	CASTING, RING	10	0	323.57	3,235.70
<b>3,235.70</b>							
<b>FLOW-QUIP, INC.</b>							
88593	1	109915-1	VALVE, 3 BALL W/AIR ACTUATOR	3	0	2,076.25	6,228.75
<b>6,228.75</b>							
<b>FLUID SPECIALTIES</b>							
88468	3	108662-1	ELBOW, 8.00 45DEG RUBBER	2	0	33.17	66.34
88468	2	D-1969-21	CLAMP, 3-1/4 TO 3-9/16 HOSE	20	0	12.65	253.00
88468	1	110797-04	MANIFOLD, 1/4 NPT - DOUBLE TEE	2	0	50.00	100.00
88468	6	108739-0402	FITTING, F-JIC CRIMP SWIVEL	200	100	2.92	292.00
88521	11	K-88A3005	HOSE, 1.00 X 240.0	2	0	75.00	150.00
88521	15	IM-60UA0404	ELBOW, 90DEG MNPT TO FNPT SW	50	0	1.55	77.50
88521	14	110316C1	KIT, HOSE-SLOW FEED SYSTEM	1	0	1,613.15	1,613.15
88650	10	K-1240164-BP	HOSE, HYDR-1.00(R04) BULK	1,200	1,176	0.36	8.64
88521	13	110311C1	KIT, HOSE HOIST/PULLDOWN PUMP	1	0	834.18	834.18
88521	12	110298C1	KIT, HOSE-PULLDOWN	1	0	1,950.06	1,950.06
88521	2	110334C1	KIT, HOSE 3PS (107136C8)	3	0	4,169.55	12,508.65
88419	3	IM-KA1212NJ	FITTING, F-JIC SWIVEL HOSE	5	0	6.85	34.25
88521	1	108368-1	NIPPLE, 1-1/4 WING NUT-5000#	10	0	102.90	1,029.00
88521	10	K-8126706	PUMP, TRANSFER	3	0	190.67	572.01
88263	3	106002-11	HOSE, BULK-08 DOT FUEL-13/32	6,000	5,940	0.31	18.60
87811	40	K-1240068-BP	HOSE, HYDR-0.37(2SC) BULK	18,480	17,760	0.18	129.60
87811	41	K-1240126-BP	HOSE, HYDR-0.75(R17) BULK	7,800	7,320	0.20	96.00
88521	4	AR-56000404S	COUPLING ASSY, F-NPT QUICK	12	0	18.96	227.52
88521	6	K-1236125-7	TUBE, HYD 1.00 X 7-2 ORFS-	10	0	53.51	535.10
88715	4	110711C1	KIT, HOSE (107136C12)	3	0	4,905.44	14,716.32
88715	3	110449C1	KIT, HOSE (107137C3)	3	0	308.11	924.33
88715	1	108367-1	COUPLER, 1-1/4 WING NUT-5000#	10	0	123.61	1,236.10
87811	39	K-1240049-BP	HOSE, HYDR-0.25(2SC) BULK	24,000	22,800	0.15	180.00

88037	3	109391-2020	COUPLING, F-JIC SVL-STRAIGHT	20	0	30.82	616.40
88521	7	K-1236126-02	TUBE, HYDR - 0.75 X 7-2	12	0	66.22	794.64
88521	3	110711C1	KIT, HOSE (107136C12)	3	0	4,905.44	14,716.32
88521	8	K-8125221	CLAMP, TWIN TUBE-.50	50	0	3.78	189.00
88521	9	K-8125233	STANDPIPE, HYDRAULIC 3/4 X10-0	3	0	82.82	248.46
88468	4	110056-1	HOSE, FLEXIBLE METAL KIT	3	0	557.22	1,671.66
							<b>55,788.83</b>
<b>FOOTE-JONES/HUB CITY</b>							
88582	1	K-8126006-1	ADAPTER, PUMP SAE "E" 4-BOLT	1	0	1,528.05	1,528.05
88271	1	K-8125803-52	GEAR, 45T	2	0	1,446.95	2,893.90
87846	1	K-8126440-55	SHAFT, INPUT-SUB ASSY	4	0	6,400.45	25,601.80
87438	1	K-8126440	PTO & PUMP DRIVE 1:1	6	0	27,591.80	165,550.80
							<b>195,574.55</b>
<b>FOREMOST INDUSTRIES</b>							
88837	7	113171-1-56	SAVER SUB, 4 1/2 CIP 2 S/S	1	0	775.06	775.06
88837	5	113171-1-54	ADAPTER SAVER SUB 5 1/2X 4 1/2	1	0	664.34	664.34
88837	3	113171-1-52	INLET, AIR SWIVEL-FOREMOST	1	0	817.24	817.24
88837	4	113171-1-53	ADAPTER & SEAL SHAFT	1	0	800.00	800.00
88837	1	113171-1	SWIVEL, AIR-FORMOST-5 1/2"	1	0	6,650.00	6,650.00
88837	6	113171-1-55	CENTER TUBE, 4 1/2 CIP W/SEAL	1	0	1,010.19	1,010.19
88837	8	113171-1-57	INTERCHANGE CONNECTOR TUBE	1	0	1,100.00	1,100.00
88837	14	113171-1-63	TRICONE BIT WEAR SLEEVE	1	0	500.00	500.00
88837	13	113171-1-62	TRICONE INTERCHANGE SUB	1	0	2,850.00	2,850.00
88837	12	113171-1-61	O-RING SEAL	2	0	0.80	1.60
88837	11	113171-1-60	BIT CONNECTOR SLEEVE	1	0	425.00	425.00
88837	10	113171-1-59	INTERCHANGE FOR DUAL WALL	2	0	7,047.94	14,095.88
88837	9	113171-1-58	SEALS, ORING	2	0	0.50	1.00
88837	2	113171-1-51	ADAPTER, AIR SWIVEL-FOREMOST	1	0	3,065.70	3,065.70
							<b>32,756.01</b>
<b>FORMULA SEALS &amp; PLASTICS</b>							
88461	1	N15XV05	RING, PACKING-80 DUROMETER	400	0	9.00	3,600.00
							<b>3,600.00</b>
<b>FORUM OILFIELD TECNOLOGIES-OBI</b>							
110374	1	NON-INV.	REPAIRS FOR KEYBOARD ADK 8376	2	0	168.00	336.00
83672	2	NON-INV.	ADC 3510-23 TOP HEAD RPM CABLE	1	0	901.58	901.58
83672	3	NON-INV.	ADC 3561-23 TOP HEAD TORQUE	1	0	312.00	312.00
83672	4	NON-INV.	REPAIRS FOR 100' CAMERA CABLE	1	0	245.00	245.00
							<b>1,794.58</b>

<b>FORUM, SPD</b>							
88243	1	XBT-1F-2R	VALVE, FLOAT - MODEL F	2	1	164.90	164.90
<b>FRANKLIN MACHINE &amp; GEAR CORP.</b>							
88090	1	N10PS20	GEAR, PINION-2.125"16T SPLINED	30	0	1,100.00	33,000.00
88289	1	N3PS15	GEAR, MAIN - 47 TEETH	5	0	1,350.00	6,750.00
<b>GARDNER-DENVER CO</b>							
88744	1	155F029	PUMP, FY-FXD 7-1/2 X 10 MUD	1	0	51,615.00	51,615.00
87756	2	155F029	PUMP, FY-FXD 7-1/2 X 10 MUD	1	0	51,615.00	51,615.00
<b>GILL REPROGRAPHICS, INC.</b>							
88752	1	GFO-2101	B24500-20LB BOND PAPER	2	0	30.00	60.00
88752	2	GFO-2101	B36500-20LB. BOND PAPER	4	0	54.92	219.68
<b>GREAT BEND IND INC</b>							
88261	1	K-8124976	CYLINDER, TELE-3 STAGE	4	0	4,053.00	16,212.00
88448	2	108531-1	CYLINDER, HYDR-5.00 X 36.00	20	0	1,650.00	33,000.00
88665	1	K-8124974	CYLINDER, DBLE ACT-36" STR	4	0	1,013.00	4,052.00
88556	1	K-8124976	CYLINDER, TELE-3 STAGE	4	0	4,053.00	16,212.00
<b>GUNNEBO JOHNSON CORPORATION</b>							
88579	2	K-8125017-51	KIT,BRG,SEAL,O-RING AND SPACER	12	6	389.18	2,335.08
88579	1	K-8125014	SHEAVE, 1/2 WIRELINE 8.00 OD	4	0	220.20	880.80
88458	1	106302-2	BLOCK, 8 SINGLE W/SHACKLE	1	0	735.00	735.00
88742	1	K-8126596	SHEAVE, 5/8 WIRE-LINE 12.00 OD	6	0	583.20	3,499.20
88318	1	K-8125017-51	KIT,BRG,SEAL,O-RING AND SPACER	8	3	389.18	1,945.90
<b>HDD ROTARY SALES LLC</b>							
87699	1	104329B3	DP ASSY, 4-1/2EUIW4-1/2IFR2E W	134	0	1,449.00	194,166.00
<b>HOUSTON PROMOTIONS</b>							
87767	8	GFO-7388	SET UP CHARGE	1	0	82.60	82.60
87767	4	GFO-7388	SET-UP CHARGE	1	0	56.25	56.25
87767	6	GFO-7388	SET-UP CHARGE	1	0	56.25	56.25
87767	7	GFO-7388	6037 SUEDE BASEBALL JACKET	55	0	73.85	4,061.90
<b>HUB CITY/FOOTE-JONES</b>							
88559	1	K-8121545-1	REDUCER, SPEED - 3-1/4 BORE	1	0	4,808.80	4,808.80
88640	1	108830-72	BUSHING, SPLINED	1	0	880.45	880.45



87054	1 K-8121545-50	PINION, INPUT	2	1	327.58	327.58
<b>HUNZICKER BROTHERS</b>						<b>6,016.83</b>
88495	1 K-8122648-1	FIXTURE, 2 BULB 12V-4' (425MA)	6	0	725.00	4,350.00
<b>HYDRADYNE HYDRAULICS</b>						<b>4,350.00</b>
88472	2 111858-2	CABLE, IQAN-RIG TO CABIN-6 PIN	2	0	650.00	1,300.00
88729	1 111502-1-64	EXCHANGER, HEAT-AIR	1	0	6,124.00	6,124.00
88173	1 111502-1-53	PUMP, PISTON 180CC	3	1	8,388.56	16,777.12
88614	1 111502-1-53	PUMP, PISTON 180CC	2	0	8,388.56	16,777.12
88611	2 111502-1-54	VALVE, VENT FOR PUMP COMP	4	1	111.03	333.09
88700	1 111502-1-54	VALVE, VENT FOR PUMP COMP	3	0	111.03	333.09
88703	1 111502-1-53	PUMP, PISTON 180CC	2	0	8,388.56	16,777.12
88557	1 111502-1-53	PUMP, PISTON 180CC	1	0	8,388.56	8,388.56
88426	1 111746-1	VALVE, FLOW CONTROL-2 WAY	4	0	135.21	540.84
88189	2 111854P1	KIT, HYD FILTER ELEMENTS	2	0	2,088.62	4,177.24
<b>HYDRAQUIP DISTUBUTION</b>						<b>71,528.18</b>
88554	1 105336-5	MOTOR, HYDP6.4EU-6431-C-S	2	0	1,079.67	2,159.34
88493	1 XEU-990231-000	KIT, SHAFT SEAL	4	0	134.68	538.72
88839	1 XEU-990231-000	KIT, SHAFT SEAL	1	0	134.68	134.68
88408	3 N10PS06D	MOTOR, HYD 21.0 SINGLE SPEED	6	4	1,432.08	2,864.16
88408	4 N10PS06E	MOTOR, HYD-CHAR-LYNN 29.3 CIR-	3	0	1,456.00	4,368.00
88554	3 100448-3	PUMP, HYD-P6.4EU-64-CCW-C-S-H	4	0	2,743.31	10,973.24
88554	4 109999-2	PUMP, HYDV2.22VI-V20-CCW-B-S-N	1	0	516.60	516.60
88408	2 109922A7-1	VALVE, CONTROL - 7 SECT	1	0	1,610.87	1,610.87
88719	1 109905-52	SWITCH, INDICATOR-BYPASS	3	0	20.54	61.61
88705	2 109999-2	PUMP, HYDV2.22VI-V20-CCW-B-S-N	1	0	516.60	516.60
87851	7 K-8125697-2	PUMP, HYDP-4.6EU-4623-CW-C-S-H	2	1	2,610.23	2,610.23
88408	1 XEU-990104-000	KIT, SEAL	4	0	6.37	25.48
88633	1 N10PS06E	MOTOR, HYD-CHAR-LYNN 29.3 CIR-	6	0	1,514.24	9,085.44
<b>INDUSTRIAL PIPING SPECIALISTS</b>						<b>35,464.97</b>
88613	1 143F564	UNION, 6 - 1000LB HAMMER	3	2	230.00	230.00
88485	1 145F053	COUPLING, 1-1/4 - 6000LB FUL	10	8	9.75	19.50
<b>J &amp; D GEARING &amp; MACHINING</b>						<b>249.50</b>
88415	1 N3PS20B	GEAR, PINION-2.125"16T SPLINED	6	0	875.00	5,250.00

							5,250.00
<b>J &amp; E SUPPLY &amp; FASTENER CO</b>							
87718	41 12F22-C	BOLT, 3/4 NF SOC HD X 2-3/4	50	0	3.99	199.50	
87184	11 8C20-CP	SET-SCREW, 1/2NC CUP PT X2-1/2	45	0	1.33	59.85	
87184	10 10C16-B	BOLT, 5/8 NC HEX HD X 2	25	0	0.43	10.83	
85657	6 12C78-B	BOLT, 3/4 NC HEX HD X 9-3/4	2	0	5.70	11.40	
87718	42 7C26-C	BOLT, 7/16 NC SOC HD X 3-1/4	100	0	1.15	115.00	
87184	15 8C20-CP	SET-SCREW, 1/2NC CUP PT X2-1/2	50	45	1.33	6.65	
87184	19 12C16-B	BOLT, 3/4 NC HEX HD X 2	40	0	0.73	29.12	
88657	1 K-1232770	ROD, 3/8 NF X 13-3/8 TIE	4	0	12.92	51.68	
88660	22 8F10-C	BOLT, 1/2 NF SOC HD X 1-1/4	100	0	0.65	64.91	
							<b>548.94</b>
<b>JENKINS AND PRICE</b>							
84350	2 GFS-2401	TOOL ROOM/SHOP SUPPLIES	40	39	6.00	6.00	
							<b>6.00</b>
<b>K P SUPPLY INDUSTRIAL</b>							
86369	21 TN-800135	SEGMENT, MODULAR 1/4" HOSE	4	0	5.89	23.56	
86369	20 TN-000032	DRILL 1/2 JOBBER LNTH	6	0	5.74	34.44	
86369	19 TN-000024	DRILL 3/8 JOBBER LNTH	6	0	4.00	24.00	
							<b>82.00</b>
<b>KAMAN INDUSTRIAL TECHNOLOGIES</b>							
88528	3 103927-53	O-RING, VITON - 240	4	1	1.27	3.81	
88528	11 K-82R1001	SPROCKET, 12T-SINGLE-2P	2	0	428.64	857.28	
88528	9 N10MB347	O-RING	300	290	0.46	4.60	
88528	8 N6CRC278	O-RING, BONNET	30	21	1.57	14.10	
88528	6 XHC-HF6-C	BEARING, ROD	8	0	10.04	80.32	
88528	12 K-82R1002	SPROCKET, 12T-SINGLE-2P BORD	2	0	258.16	516.32	
88528	4 XHB-Z993L13	BRG, BALL - 2.55 X 3.93 X 0.70	4	2	46.94	93.88	
88528	1 XSK-6307-Z	BRG, BALL - 1.37 X 3.15 X 0.82	1	0	30.45	30.45	
88435	3 XNC-NS-339	O-RING, 3.625 X 3.250 X 3/16	100	82	0.66	11.88	
86346	3 TN-800047	RETAINING COMPOUND (50 ML)	3	2	29.63	29.63	
88409	1 XBG-L156-YG	GEAR, 40T - 8 PITCH - RING	6	0	129.39	776.34	
88358	2 XWT-5100-175	SNAP-RING, 1.618 X .062 EXT	6	1	1.65	8.25	
88333	5 XNC-NS-346	O-RING, 4.500 X 4.125 X 3/16	100	98	0.36	0.73	
88482	2 XFB-W-214-PP	BRG, BALL - 2.75 X 4.92 X 1.56	8	0	134.26	1,074.08	
88179	1 N10PS30	SEAL, PINION SHAFT	30	0	7.27	218.10	
88017	3 XSA-MP-32	PILLOWBLOCK, 2 BORE	8	1	169.34	1,185.38	
88017	2 XCR-31239	SEAL, 3.125 X 4.254 X .625	5	0	14.00	70.00	

88409	6 N3PS27	SEAL, TOP EXCLUDER	10	0	23.00	230.00
88435	1 L-128	BUSHING, CROSSHEAD PUMP	12	0	21.32	255.84
88497	12 XSA-AR-2-18	INSERT, BEARING - 1-1/2	6	2	153.84	615.36
88435	2 N4.5SI10	SEAL, UPPER GREASE	6	0	24.97	149.82
88497	8 XCL-KBR-2208	PILLOWBLOCK, 2-1/2 BORE	2	1	420.00	420.00
88497	7 K-8125363	BUSHING, 2"ID X 2.50OD X 2"	2	0	16.35	32.70
88497	2 XOB-FF723	BUSHING, 0.753-0.505-0.281	16	0	0.95	15.20
88497	1 XOB-BB302	ROUND, 3/8" 660 BRONZE OILITE	16	8	3.17	25.36
						<b>6,719.43</b>
<b>KC ELECTRIC CO.</b>						
88721	2 GFS-3501	MACHINE SHOP/SHOP SUPPLIES	1	0	400.00	400.00
88721	1 GFS-3501	MACHINE SHOP/SHOP SUPPLIES	1	0	339.90	339.90
						<b>739.90</b>
<b>L &amp; M RADIATOR, INC.</b>						
88302	1 108072-2	COOLER, HYD. W/BYPASS CHECK	2	0	6,872.00	13,744.00
						<b>13,744.00</b>
<b>LEBUS INTERNATIONAL INC</b>						
88570	2 K-84S3805	GROOVING, 5/8 LEBUS - RH	2	0	2,651.00	5,302.00
88570	1 K-84S3801	GROOVING, LEBUS - LH-5/8"	2	0	1,643.00	3,286.00
						<b>8,588.00</b>
<b>LOWE'S HOME CENTER, INC</b>						
88855	3 GFS-6101	LANDSCAPE TIMBER	30	0	3.10	93.00
88855	1 GFS-6101	4 X 4 OAK TIMBER 16' LG.	50	0	33.34	1,667.00
88855	2 GFS-6101	2 X 6 LUMBER 16' LG.	100	0	9.00	900.00
						<b>2,660.00</b>
<b>M &amp; M SUPPLY</b>						
87385	1 NON INV	Wrenchs for Test Rack	1	0	67.59	67.59
88523	1 143F770	BUSHING, 4 X 3 6000LB HEX	8	0	64.85	518.80
						<b>586.39</b>
<b>M L C CAD SYSTEMS</b>						
88674	1 NON-INV.	SERVICE RENEWAL FOR SOLIDWORKS	1	0	16,340.00	16,340.00
						<b>16,340.00</b>
<b>MADILL CARBIDE INC</b>						
86411	1 TN-503010	INSERT RPG-63 (C5)	50	0	7.62	381.00
						<b>381.00</b>
<b>MARTIN FLUID POWER</b>						
88712	1 N50KG20416	PACKING SET, 3.5"X 4.5"CHEVRON	25	0	123.89	3,097.25
						<b>3,097.25</b>
<b>MASTER PACKAGING INC</b>						
88477	1 GFS-6101	STR-029 1/2" STEEL BANDING	4	0	115.50	462.00

88542	1 GFS-6101	PPR-030 24"-40# 9" DIA KRAFT	12	0	21.64	259.68
88522	1 GFS-6101	STR-111 3/4" STEEL BANDING	8	0	77.99	623.92
<b>METALS USA-ENID</b>						
86585	3 X010603136	CHANNEL, 5 AT 9.0 LB	20	0	5.50	110.00
86585	4 X010303067	WF-BEAM, 6 AT 25.0 LB	40	0	14.57	582.80
86585	9 X011203252	ANGLE, 1/4 X 1-1/2 X 1-1/2	80	0	1.40	112.00
86585	8 X013405900	SQ-TUBE, 1-1/2 X 11-GA WALL	20	0	1.52	30.40
86585	7 X011203291	ANGLE, 3/8 X 3 X 3	80	0	4.06	324.80
86585	6 X010603135	CHANNEL, 5 AT 6.7 LB	80	0	3.95	316.00
86585	5 X010303073	WF-BEAM, 8 AT 28.0 LB	40	0	16.52	660.80
<b>2,136.80</b>						
<b>METALTEK</b>						
88711	1 K-9162	BUSHING, BRZ 1.5 X 1.88 X 1.75	100	0	11.50	1,150.00
<b>1,150.00</b>						
<b>MHC KENWORTH</b>						
87966	1 110156-8	TK64D-194-2246-08	1	0	122,686.00	122,686.00
<b>122,686.00</b>						
<b>MID-AMERICA RIGGING L.L.C.</b>						
87980	1 106236-10	WIRE-LINE, 5/8(FLEX-X9RR)2600'	2	0	11,943.75	23,887.50
88732	1 K-8126857	WIRE-LINE, 3/4(6X36)IPSIWC61-0	6	0	395.00	2,370.00
<b>26,257.50</b>						
<b>MODERN INVESTMENT CASTING CO</b>						
87509	1 CAS-14275-A	CASTING, QUADRANT	100	0	25.23	2,523.00
<b>2,523.00</b>						
<b>MONETT METALS INC.</b>						
87508	1 N10MB04Z	CASTING, BONNET	12	0	840.67	10,088.04
<b>10,088.04</b>						
<b>MOORELANE-SUTTON SUPPLY CO</b>						
88677	1 102292-1	VALVE, BALL - 1-1/2" W/HANDLE	6	0	28.84	173.04
<b>173.04</b>						
<b>MOTION INDUSTRIES</b>						
88217	1 XWB-P59336-3	VALVE, PILOTAIR - 2HA2L	2	0	113.36	226.72
<b>226.72</b>						
<b>MUNN SUPPLY</b>						
86580	3 GFS-3901	RAW MATERIAL/SHOP SUPPLIES	1	0	24.15	24.15
84591	1 NON INV	2715590812TIL875M	1	0	18.05	18.05
86315	6 GFS-3901	RAW MATERIAL/SHOP SUPPLIES	1	0	638.10	638.10
15	2 GFS-2401	TOOL ROOM/SHOP SUPPLIES	2	0	10.23	20.45
86580	2 GFS-3901	RAW MATERIAL/SHOP SUPPLIES	1	0	45.25	45.25

<b>NAMEPLATES INC</b>							<b>746.00</b>
88279	1 NON-INV.	112988A1 MAST-SS185K	20	10	24.40	244.00	
							<b>244.00</b>
<b>NEFAB INC</b>							
88403	3 GFS-6101	3104584 38.9" X 22.9" 19.5"	20	0	58.00	1,160.00	
88403	2 GFS-6101	3103061 46.8" X 38.8" X 38.8"	20	0	106.94	2,138.80	
88403	1 GFS-6101	3104512 22.9" X 18.9" X 11.5"	16	0	32.81	524.96	
							<b>3,823.76</b>
<b>NOI-MISSION FLUID PRODUCTS</b>							
87726	6 K-8124546-1-58	BOLT, I.B. BEARING COVER	2	0	0.82	1.64	
87726	5 K-8124546-1-57	BOLT, O.B. BEARING HOUSING	4	0	1.51	6.04	
87726	4 K-8124546-1-54	WASHER, LOCK-O.B. BEARING	4	0	1.51	6.04	
87726	7 K-8124546-1-59	NUT, I.B. BEARING COVER	2	0	0.83	1.66	
87726	11 K-8124546-1-63	KIT, PACKING	1	0	5.50	5.50	
87726	10 K-8124546-1-62	NUT, JAM-O.B. BEARING HOUSING	1	0	1.51	1.51	
87726	9 K-8124546-1-61	BOLT, O.B. BEARING COVER	1	0	0.83	0.83	
87726	8 K-8124546-1-60	BOLT, STUFFING BOX	2	0	0.83	1.66	
87726	13 K-8124546-1-56	PLATE, WEAR - CENT PUMP 4 X 3	1	0	254.65	254.65	
87726	3 K-8124546-1-53	NUT, LOCK-O.B. BEARING	1	0	7.15	7.15	
87726	2 K-8124546-1-52	GASKET, CASING	1	0	3.58	3.58	
87726	14 K-8124546-54	SEAL, MECHANICAL - 3 X 4 PUMP	1	0	414.70	414.70	
87726	12 K-8124546-1-64	KIT, GASKET/SEAL	1	0	17.74	17.74	
							<b>722.70</b>
<b>O'REILLY AUTOMOTIVE</b>							
88405	3 XIA-5028	CLAMP, 1.312 TO 2.250 HOSE	20	16	1.13	4.52	
88852	2 X2BR-QS700-M4H	CLAMP, 7/32 TO 5/8 HOSE	25	24	0.90	0.90	
88405	1 XIA-5016	CLAMP, .750 TO 1.500 SCREW	20	18	0.94	1.88	
88374	1 X2BR-QS700-M4H	CLAMP, 7/32 TO 5/8 HOSE	46	43	0.35	1.05	
							<b>8.35</b>
<b>OIL CITY IRON WORKS</b>							
88843	1 CAS-4011	CASTING, QUILL	4	0	63.41	253.64	
							<b>253.64</b>
<b>OIL NATION, INC.</b>							
88854	1 NL250T072LTA	LINK,ELEV-250 TON 2.25" X 72"	2	0	3,754.50	7,509.00	
							<b>7,509.00</b>
<b>OILFIELD SPECIALTY DISC. INC.</b>							
88023	5 K-83C0217	SHEAVE, V-BLT- 1-B- 2.4	2	0	9.20	18.40	
87714	1 K-83C0217	SHEAVE, V-BLT- 1-B- 2.4	2	1	7.66	7.66	

						26.06	
<b>OKLAHOMA TRUCK INC/RUSH TRUCK</b>							
88745	1	107919-26	TRUCK, TP64D1932246-26	1	0	139,500.00	139,500.00
88621	1	107919-24	TRUCK, TP64D1582246-24	1	0	140,963.00	140,963.00
88621	3	107919-24	TRUCK, TP64D1582246-24	1	0	140,963.00	140,963.00
87663	1	107919-25	TP66D193-2246-25 MODEL 367	2	1	141,854.00	141,854.00
88621	2	107919-24	TRUCK, TP64D1582246-24	1	0	140,963.00	140,963.00
							<b>704,243.00</b>
<b>P-T COUPLING CO</b>							
88624	1	K-853170904	VALVE, 2 NPTF SHEAR RELIEF	10	1	236.60	2,129.42
							<b>2,129.42</b>
<b>PACIFIC STEEL CASTINGS CO.</b>							
86406	1	NON-INV.	PATTERN CHARGES FOR	1	0	7,250.00	7,250.00
86406	2	K-C16108	CASTING, WINCH GEAR HOUSING	1	0	650.00	650.00
87511	6	N10MB01BAZLT	CASTING, SHANK-BAIL ADAPTER-LT	8	4	5,854.99	23,419.96
							<b>31,319.96</b>
<b>PERFECTION EQUIPMENT CO</b>							
88561	1	112820-1	GAUGE, AIR PRESSURE 2"	1	0	49.46	49.46
							<b>49.46</b>
<b>PERKINS SOUTH PLAINS</b>							
88651	3	110176-3	POWER-UNIT, CAT 6.6 LOW DBA	1	0	19,175.00	19,175.00
88651	2	110176-3	POWER-UNIT, CAT 6.6 LOW DBA	1	0	19,175.00	19,175.00
88651	1	110176-3	POWER-UNIT, CAT 6.6 LOW DBA	1	0	19,175.00	19,175.00
							<b>57,525.00</b>
<b>PORT CITY METAL SERVICES</b>							
86616	1	NON-INV.	U-JOINT COVER FOR 907892	2	0	45.00	90.00
87769	1	NON-INV.	N6CRC06-JIG	1	0	15.00	15.00
							<b>105.00</b>
<b>PURE CASTINGS</b>							
88842	1	E-203-B	3659 CHUCK JAW	50	0	21.77	1,088.50
							<b>1,088.50</b>
<b>REEL CRAFT/NORDIC SYSTEMS INC.</b>							
88675	5	107129-1	REEL, HYD HOSE - 3/4 X 100-0	3	0	917.04	2,751.12
88675	4	107128-2	REEL, HOSE 1-1/4 X 115-0 LH	4	0	2,419.37	9,677.48
88675	2	107128-1	REEL, HOSE 1-1/4 X 115-0 RH	4	0	2,419.37	9,677.48
88675	1	107128-1	REEL, HOSE 1-1/4 X 115-0 RH	3	0	2,419.37	7,258.11
88675	3	107128-2	REEL, HOSE 1-1/4 X 115-0 LH	3	0	2,419.37	7,258.11
88675	6	107128-1	REEL, HOSE 1-1/4 X 115-0 RH	3	0	2,419.37	7,258.11
88586	2	107128-2	REEL, HOSE 1-1/4 X 115-0 LH	2	0	2,546.60	5,093.20

88586	3 107129-1	REEL, HYD HOSE - 3/4 X 100-0	2	0	965.30	1,930.60
88675	9 107129-1	REEL, HYD HOSE - 3/4 X 100-0	4	0	917.04	3,668.16
88586	1 107128-1	REEL, HOSE 1-1/4 X 115-0 RH	2	0	2,546.60	5,093.20
88675	7 107128-2	REEL, HOSE 1-1/4 X 115-0 LH	3	0	2,419.37	7,258.11
88675	8 107129-1	REEL, HYD HOSE - 3/4 X 100-0	3	0	917.04	2,751.12
						<b>69,674.80</b>
<b>REXROTH PNEUMATICS</b>						
88439	1 XWB-P50493-3	VALVE, CONTROLAIR - H2X	6	0	307.45	1,844.70
88268	1 XWB-P52971-2	VALVE, CONTROLAIR - H1A	1	0	275.76	275.76
88268	2 XWB-P59339	VALVE, PILOTAIR - 2HA2Z	6	0	91.00	546.00
88639	1 XWB-P52971-1	VALVE, CONTROLAIR - H1A	1	0	275.76	275.76
88439	3 XWB-P53345	CYLINDER, 4-1/2 X 3-1/4 AIR	4	0	360.00	1,440.00
88439	4 XWB-P55582-4	VALVE, CONTROL AIR - HC2LX	1	0	583.92	583.92
88079	1 XWB-P51206-3	VALVE, CONTROLAIR - HC2SX	1	0	624.24	624.24
88439	2 XWB-P50493-4	VALVE, CONTROLAIR - H2X	1	0	345.60	345.60
						<b>5,935.98</b>
<b>ROBERTS TRUCK CENTER</b>						
88391	1 XIH-53717-V	NUT, PINION	4	0	9.65	38.60
84429	2 XIH-3539916C1	PULLEY, ALT	1	0	41.19	41.19
						<b>79.79</b>
<b>ROY W HORNE CONOCO AGT</b>						
88622	4 GFOL-ASSY	GEFCOASSY-TEST OIL & LUB	165	0	3.32	547.65
86591	2 GFOL-ASSY	GEFCOASSY-TEST OIL & LUB	1	0	291.47	291.47
88697	1 GF-DIESEL	GEFCO ASSY/DIESEL	800	0	3.28	2,620.80
86591	1 GFOL-ASSY	GEFCOASSY-TEST OIL & LUB	2	0	54.85	109.70
88622	2 GFOL-ASSY	GEFCOASSY-TEST OIL & LUB	1	0	11.74	11.74
88622	1 GFOL-ASSY	GEFCOASSY-TEST OIL & LUB	1,000	0	8.42	8,423.90
88622	3 GFOL-ASSY	GEFCOASSY-TEST OIL & LUB	200	0	3.48	696.60
						<b>12,701.86</b>
<b>SCOTT SPRINGER MFG</b>						
88696	2 109239-4	TRAILER, GOOSENECK	1	0	7,400.00	7,400.00
88696	3 109239-4	TRAILER, GOOSENECK	1	0	7,400.00	7,400.00
88696	1 109239-4	TRAILER, GOOSENECK	1	0	7,400.00	7,400.00
						<b>22,200.00</b>
<b>SKF INDUSTRIES INC</b>						
88756	4 XSK-6209-2RS	BRG, BALL - 1.77 X 3.34 X 0.74	50	49	22.06	22.06
87911	5 XSK-6212-2RS	BRG, BALL - 2.36 X 4.33 X 0.86	20	0	23.91	478.20
88756	10 XSK-7222-G	BRG, BALL - 4.33 X 7.87 X 1.49	2	0	334.78	669.56

<b>SKF SEALING SOLUTIONS</b>						<b>1,169.82</b>
88663	1 XCR-1925920	SEAL, 19.250 X 20.758 X .875	12	0	319.04	3,828.48
<b>SOONER LIFT</b>						<b>3,828.48</b>
86401	3 GF-FORKLIFT	GEFCO FORKLIFT REPAIRS	1	0	103.33	103.33
86401	2 GF-FORKLIFT	GEFCO FORKLIFT REPAIRS	1	0	69.30	69.30
88583	1 GF-FORKLIFT	GEFCO FORKLIFT REPAIRS	1	0	678.77	678.77
86401	1 GF-FORKLIFT	GEFCO FORKLIFT REPAIRS	1	0	88.48	88.48
<b>STAPLES</b>						<b>939.88</b>
88760	2 GFO-7388	PC-201 BROTHER FAX	1	0	35.49	35.49
88760	1 GFO-2101	380519 36"X150' PLOTTER	2	0	30.99	61.98
88750	1 GFO-5101	HP 82X BLACK TONER	2	0	222.99	445.98
<b>STAR IRON WORKS INC</b>						<b>543.45</b>
88725	1 113120-1	DRILLPIPE, 3 1/2 OD EU.3 1/2IF	266	0	856.00	227,696.00
<b>STRONG FORGE &amp; FABRICATION</b>						<b>227,696.00</b>
88581	1 K-848038408	HANDLE, 36" LEVER ASSEMBLY	25	0	288.70	7,217.50
<b>STUART C. IRBY CO.</b>						<b>7,217.50</b>
86398	1 GFS-2201	MAINTENANCE/SHOP SUPPLIES	19	0	3.67	69.73
86398	2 GFS-2201	MAINTENANCE/SHOP SUPPLIES	120	0	1.41	169.20
86398	3 GFS-2201	MAINTENANCE/SHOP SUPPLIES	1	0	11.94	11.94
<b>SULLAIR CORP</b>						<b>250.87</b>
88735	1 X2SG-242257	SWITCH, 250-DEG - NCHP	2	0	81.90	163.80
87727	1 K-8124917-52	SHEAVE, V-BELT 4GR 6.0 OD	1	0	91.20	91.20
88417	1 X2SG-250001-353	SWITCH, FALLING OIL PRESSURE	2	0	89.10	178.20
88530	7 X2SG-045641	SENDER, TEMPERATURE - 265DEG	2	0	146.10	292.20
88530	6 X2SG-001136	KIT, SEPARATOR REPAIR	2	0	331.20	662.40
88530	4 X2SG-046559	GLASS, SIGHT 1/4" INLINE	2	0	44.70	89.40
88530	3 X2SG-046559	GLASS, SIGHT 1/4" INLINE	3	0	44.70	134.10
84416	1 X2SG-48354	VALVE, REGULATOR	1	0	205.50	205.50
88530	2 100638-65-51	KIT, VALVE - OIL STOP SERVICE	1	0	99.60	99.60
88530	1 X2SG-406929	VALVE, REGULATOR	1	0	140.40	140.40
88530	5 X2SG-409866	GAUGE, OIL DIFF. PRESS	1	0	117.00	117.00
87727	2 X2SG-048010	SHEAVE, V-BELT- 4GR6.90 OD	1	0	80.40	80.40



<b>SUNSOURCE/AIR-DRECO</b>						<b>2,254.20</b>
88590	2 109946A3	VALVE, STACK 6 SECT. 20GPM	1	0	1,255.04	1,255.04
88768	1 K-8125407	VALVE, SOLENOID-3 WAY 12VDC	3	0	52.46	157.38
						<b>1,412.42</b>
<b>T &amp; M RUBBER</b>						
87603	1 XGD-60-A-222	RING, 1-13/16 X 1 PKG 28/LB	756	749	0.64	4.46
						<b>4.46</b>
<b>TEXAS HYDRAULICS INC</b>						
88438	1 XTX-10147	KIT, SEAL	2	0	67.07	134.14
88438	4 XTX-11887	KIT, CYLINDER SEAL	4	0	93.17	372.68
88438	3 XTX-10374	KIT, SEAL	3	0	34.00	102.00
88438	2 XTX-10327	KIT, CYLINDER SEAL	6	0	28.69	172.14
88688	1 K-8126552	CYLINDER, HYDR-1.50 X 016.00	2	0	267.00	534.00
						<b>1,314.96</b>
<b>TEXAS INT'L OILFIELD TOOLS</b>						
88847	4 113126-1	SLIPS, 3 1/2" DP W/INSERTS	8	0	2,100.00	16,800.00
88847	3 113125-1	ELEVATOR, 3 1/2" DP. EUDP	8	0	1,900.00	15,200.00
88847	1 113124-1	SLIPS, 8 5/8" CASING	8	0	2,800.00	22,400.00
88847	2 113124-2	SLIPS, 5 1/2" CASING	8	0	2,250.00	18,000.00
						<b>72,400.00</b>
<b>THE CROSBY GROUP</b>						
88453	2 K-8127114	SHEAVE, 12-FIN BORE .75 ROPE	16	0	226.80	3,628.80
88453	1 105298-1	SHEAVE, 3/4 12-FIN BORE W/BRG	6	0	478.20	2,869.20
88685	3 X2CC-S-213-1/2	SHACKLE, 1/2 ANCHOR	6	0	4.77	28.62
86217	1 K-83C2509-1	SHEAVE, 3/8 WIRE-LINE X 6	6	5	48.48	48.48
88652	1 108274-5	BLOCK, 14 DBL 35T SHACKLE 5/8	1	0	2,757.20	2,757.20
88652	2 108274-6	BLOCK, 14 DBL 45T SHACKLE 5/8	1	0	4,098.19	4,098.19
88223	1 106790-2	SHACKLE, 1-3/4 40T G2140	2	0	381.60	763.20
88685	2 X2CC-5-S-1	HOOK, 5-TON SWIVEL	2	0	418.20	836.40
						<b>15,030.09</b>
<b>TIMKEN CO</b>						
88673	3 XTI-3782	CONE, BRG - 1.750 X 1.193	1	0	16.04	16.04
87754	9 K-96L1000	BEARING, TPR RLR-1.500X2.717	20	0	76.66	1,533.20
88673	2 XTI-3780	CONE, BRG - 2.000 X 1.193	1	0	17.34	17.34
88673	4 XTI-42620	CUP, BRG - 5.000 X 0.875	1	0	19.45	19.45
88673	5 XTI-42688	CONE, BRG - 3.000 X 1.220	1	0	33.41	33.41
88673	6 XTI-47820	CUP, BRG - 5.750 X 1.0341	1	0	32.96	32.96
88673	7 XTI-47896	CONE, BRG - 3.750 X 1.375	1	0	57.11	57.11

88259	1 XBC-F1538-B	BRG, BALL-19.5 X 23.0 X 2.25	20	0	3,871.00	77,420.00
88596	7 XTI-HH932145	CONE, BRG - 5.750 X 3.250	3	0	1,443.49	4,330.47
88673	1 XTI-3720	CUP, BRG - 3.671 X 0.937	2	0	7.48	14.96
87088	31 N15MB12	BEARING, MAIN	12	3	4,663.34	41,970.06
88757	7 N15MB21A	BEARING, LOWER - OUTER	30	0	472.63	14,178.90
87754	25 N25MB21B	RACE, INNER BEARING	6	5	216.57	216.57
87754	18 N4RC24A	BEARING, OUTER ALIGNMENT	30	3	273.67	7,389.09
88757	6 XTI-LM742745	CONE, BRG - 8.375 X 1.812	4	0	366.87	1,467.48
88757	5 XTI-LM742710	CUP, BRG - 11.25 X 1.375	4	0	234.82	939.28
88757	8 N15MB21B	BEARING, LOWER - INNER	30	0	200.80	6,024.00
88757	10 N4RC24A	BEARING, OUTER ALIGNMENT	24	0	287.35	6,896.40
87763	2 XBC-F1538-B	BRG, BALL-19.5 X 23.0 X 2.25	20	8	3,871.00	46,452.00
87763	1 N15MB12	BEARING, MAIN	25	6	4,663.34	88,603.46
88757	11 N4RC24B	RACE, INNER BEARING	24	10	151.56	2,121.84
						<b>299,734.02</b>

**TRADE-MARKS SIGNS, INC.**

88630	2 GFO-2101	K53-6005 FUEL DECAL	100	0	2.93	293.00
88630	1 111135-57	DECAL, DANGER ROTATING	100	0	2.65	265.00
						<b>558.00</b>

**TURPEN & ASSOCIATES, INC**

88713	1 100F690	GASKET, RD-.25 X 05.25 X 04.75	100	0	5.70	570.00
						<b>570.00</b>

**TWIN DISC CLUTCH CO**

88465	3 XTD-6960-A	PLATE, CLUTCH CENTER	2	0	215.39	430.78
88465	2 XTD-6498-H	PLATE, HUB & BACK - 2.000	2	0	414.24	828.47
88465	1 XTD-6532	RING, CLUTCH DRIVE CL311	8	6	239.00	478.00
88306	1 K-80R4610	CLUTCH, 2.490 BORE AIR	2	0	1,154.50	2,309.00
88716	1 K-80R4914	CLUTCH, 1.755 MECH CL-208	1	0	830.00	830.00
88287	1 K-80R4900	CLUTCH, 2.250 BORE MECHANICA	3	0	1,036.00	3,108.00
88306	2 K-80R4614	CLUTCH, 3.250 PO-218 AIR	2	0	4,110.00	8,220.00
84922	2 K-846174603	CLUTCH, 2.500 BORE AIR - PO311	3	0	1,325.00	3,975.00
85169	2 K-80R4601	CLUTCH, 2.750 BORE AIR PO-218	3	0	4,104.00	12,312.00
88306	3 K-846174913	CLUTCH, 1.937 BORE MECHANICA	1	0	742.50	742.50
88287	2 XTD-A3471-O	SLEEVE, CONE - 2.381 BORE	1	0	174.00	174.00
88615	1 K-80R4601	CLUTCH, 2.750 BORE AIR PO-218	2	0	4,104.00	8,208.00
88337	1 XTD-5658-G	PLATE, CLUTCH DRIVING	6	0	99.29	595.73
87581	3 XTD-E-216-28355	CLUTCH, 2.500 BORE MECHANICA	1	0	3,585.50	3,585.50

87691	1 106242-1	CLUTCH, 2.50 MECHANICAL CL311	2	0	1,036.00	2,072.00
87691	2 K-80R4601	CLUTCH, 2.750 BORE AIR PO-218	4	0	4,104.00	16,416.00
<b>ULINE</b>						
88510	1 GFS-6101	S-2187 18 X 1500 70GA WRAP	12	0	14.00	168.00
<b>ULVEN FORGING INC.</b>						
88648	8 NL350TA120LTA	LINK, BE ELEV-350T 2.75"X120"	4	0	3,967.13	15,868.52
88648	4 NL150TA108LTA	LINK, BE ELEV-150T 1.75"X108"	10	0	2,451.38	24,513.80
88648	1 NL150T060LTA	LINK, ELEV-150 TON 1.75"X 60"-	20	0	1,239.36	24,787.20
88648	5 NL250T108LTA	LINK, ELEV-250 TON 2.25"X108"-	20	0	3,073.81	61,476.20
88648	6 NL250T132LTA	LINK, ELEV-250 TON 2.25"X132"-	10	0	3,747.26	37,472.60
86892	3 NL250T120LTA	LINK, ELEV-250 TON 2.25"X120"-	20	18	3,114.48	6,228.96
88648	3 NL150TA120LTA	LINK, BE ELEV-150T 1.75" X 120	12	0	2,486.48	29,837.76
87280	1 GF-CASTINGS	250 LINK TOOLING REFURBISH	1	0	9,932.00	9,932.00
88648	7 NL350TA108LTA	LINK, BE ELEV-350T 2.75"X108"	8	0	3,918.70	31,349.60
<b>UNIVAR USA INC.</b>						
86557	1 GFS-3501	MACHINE SHOP/SHOP SUPPLIES	1	0	162.53	162.53
<b>UTEX INDUSTRIES INC</b>						
88664	1 N75WP15	PACKING SET, 3.0"X 4.0"CHEVRON	60	0	16.35	981.00
<b>VENTURA HYDRAULIC &amp;</b>						
88645	1 111569-1-51	KIT, SEAL HOIST CYLD. 1100	8	0	190.00	1,520.00
<b>VERNEER GREAT PLAINS</b>						
88609	1 113129-1	MIXER, MUD PORTABLE-DIESEL	2	0	22,100.00	44,200.00
<b>WARREN CAT</b>						
88475	1 111228-1	SWITCH, STARTER-185K	2	0	74.68	149.36
<b>WESTERN RUBBER &amp; MFG CO</b>						
88827	1 113205-1	SWIVEL, 40PG WESTERN RUBBER	1	0	6,316.39	6,316.39
<b>WOLF STEEL FOUNDRY</b>						
88649	3 N6SX23Z	CASTING, LOWER HOUSING	10	0	197.25	1,972.50
88649	2 N6SX03ZLT	CASTING, BAIL-LOW TEMP	6	0	3,085.00	18,510.00
88649	1 N5SC14Z	CASTING, BEARING HOUSING	25	0	640.00	16,000.00
88649	5 N10MB01RZLT	CASTING, BAIL - LOW TEMP	8	0	1,541.66	12,333.28

88649	6 N30XV14AZ	CASTING, BRG HSG-TRUNNION PINS	6	0	380.11	2,280.66
88649	7 N40KG14AZ	CASTING, BEARING HOUSING	6	0	358.50	2,151.00
88649	8 N50KG04Z	CASTING, GOOSENECK	6	0	1,063.00	6,378.00
88649	9 N50KG14Z	CASTING, BEARING HOUSING W/OTP	6	0	457.25	2,743.50
87513	3 N45JSS01Z	CASTING, GOOSENECK - MRS-114	10	5	132.50	662.50
88649	4 N7SC04Z	CASTING, BODY-GOOSENECK	12	0	1,321.54	15,858.48

**78,889.92**

**WOMACK MACHINE SUPPLY**

87976	1 109689-1	VALVE, HYD ON/OFF - 6000PSI	2	0	188.00	376.00
88769	1 400F657	VALVE, OIL PURGE W/RELIEFS	3	0	620.66	1,861.98
88659	1 110098-1	VALVE, ELECTRIC PRESSURE SWTCH	3	2	124.63	124.63
87210	3 K-8123546	MOTOR, HYD-15 SERIES(CERT)6IN3	1	0	1,727.14	1,727.14
88307	2 111570-1	MOTOR, HYDRAULIC-HIGH TORQUE	2	0	5,316.22	10,632.44
87976	3 110089-1	VALVE, HYD SOLENOID 3/W SPOOL	2	0	188.00	376.00
88659	4 110585-12ALUM	FILTER, MAGNETIC (MAGNOM) CP12	6	0	73.01	438.06
88004	3 111570-1	MOTOR, HYDRAULIC-HIGH TORQUE	2	0	5,316.22	10,632.44
87976	2 109690-1	VALVE, RELIEF 6000PSI 30GPM	2	0	151.60	303.20
88585	2 109738-2	PUMP, HYD11.76 RRAA11-CCW-E-S	4	0	9,600.00	38,400.00
88659	2 K-8125001-2-52	CARTRIDGE-RELIEF ADJ. TO 6,000	8	0	163.80	1,310.40
88004	1 K-1234104	PUMP, HYD-G-1.51HY-SD-BI-F-K-N	2	1	657.79	657.79
88314	1 100841-51	KIT, SHAFT SEAL	1	0	56.57	56.57
88314	2 100841-52	SEAL, MOTOR	8	0	11.18	89.44
88314	3 100841-53	DUST CAP, MOTOR SEAL	2	0	32.22	64.44

**67,050.53**

**ZONE SAFE SOLUTIONS, INC.**

88857	7 GF-RESEARCH	STAGE 7 STORAGE OF SINGLE	1	0	2,600.00	2,600.00
88857	6 GF-RESEARCH	STAGE 6 COMPILATION OF	1	0	500.00	500.00
88857	5 GF-RESEARCH	STAGE 5 PED CALCULATIONS	1	0	500.00	500.00
88857	4 GF-RESEARCH	STAGE 4 DETAILED ASSESSMENT,	1	0	1,500.00	1,500.00
88857	3 GF-RESEARCH	STAGE 3 EMC DIRECTIVE	1	0	500.00	500.00
88857	1 GF-RESEARCH	STAGE 1 DETAILED ASSESSMENT,	1	0	3,000.00	3,000.00
88857	2 GF-RESEARCH	STAGE 2 DETAILED ASSESSMENT,	1	0	2,000.00	2,000.00

**10,600.00**

**4,210,420.93**

# Steco OPEN POs BY VENDOR

## 7/26/2011

<u>ID PO</u>	<u>ID LINE</u>	<u>PO ID</u>	<u>ITEM</u>	<u>DESCR ITEM 1</u>	<u>QTY ORD</u>	<u>QTY RCV</u>	<u>UNIT COST</u>	<u>extended cost</u>
<b>ABERDEEN DYNAMICS</b>								
756184	1	ST-30554		FILTER, KIT GRESEN K-23001 SCI	5	0	28.80	144.00
								<b>144.00</b>
<b>AUSTIN DISTRIBUTING &amp; MFG</b>								
756163	13	ST-31761		KIT, 25' HANNAY HOSE REEL	1	0	6,984.00	6,984.00
756022	4	ST-32037		BUSHING, 1-3/4ODX1-1/4IDX.10	32	0	3.11	99.52
756163	3	ST-31870		FTTNG, #16 O-RING X #8 MJIC	25	6	3.63	69.01
756113	3	ST-31117		PLUG, #16 M O-RING	25	23	1.54	3.07
756163	5	ST-31678		VALVE, BALL 1-1/4" NPTA 105	10	1	71.55	643.95
756163	8	ST-31706		FTTNG, #8 FJIC X #8 MJIC 45	50	5	1.82	82.08
756163	12	ST-31679		VALVE, BALL 1-1/2" NPTA 105	5	1	90.65	362.59
756163	9	ST-31818		FTTNG, #10 O-RING X #8 MJIC	25	0	1.08	26.90
756163	11	ST-30499		HOSE, HYD. 1" - GA16M3K-R	495	165	5.02	1,657.26
								<b>9,928.38</b>
<b>BERENDSON FLUID POWER, INC</b>								
756183	1	ST-32010		PUMP, GEARTEK D30R-1B GEAR	1	0	691.92	691.92
756223	1	ST-32010		PUMP, GEARTEK D30R-1B GEAR	4	0	691.92	2,767.68
								<b>3,459.60</b>
<b>CUSTOM HOISTS, INC</b>								
756180	1	ST-90057		CYL, CH DAT-96-48-456	5	0	5,975.00	29,875.00
756224	1	ST-90013		CYL, CH 95-411-235 STD MNT	1	0	2,764.50	2,764.50
756180	2	ST-90083		CYL, CH 95-461-300 STD MNT	2	0	3,214.00	6,428.00
								<b>39,067.50</b>
<b>DANAHER CONTROLS</b>								
756226	2	ST-31015		BRKT, HUBDOMETER 0325614-01	5	0	6.55	32.75
								<b>32.75</b>
<b>DELTA STEEL, INC.</b>								
756247	1	ST-50845		PLATE, STL, 1/4 AR400	1,506	0	9.27	13,960.62
								<b>13,960.62</b>
<b>EARLE M. JORGENSEN COMPANY</b>								
756043	1	ST-51070-1		TUBE, RND, STL 2-1/4 X 11/32 W	20	18	11.35	22.70
								<b>22.70</b>
<b>FLUID SPECIALTIES</b>								
756127	7	ST-51019-1		TUBE, HYD 1/2 STLS ST	40	39	2.33	2.33

755987	6 ST-32024	FTTNG, #6 MJIC X #8 MJIC SS	36	26	24.92	249.20
						<b>251.53</b>
<b>GROTE INDUSTRIES</b>						
756225	3 ST-31799	LIGHT, SPOT 12 VOLT	2	0	52.09	104.18
756225	2 ST-31550	LIGHT KIT, GROTE #13 LED DUMF	5	0	433.58	2,167.90
756225	1 ST-31436	LIGHT KIT, GROTE #10 BUMPER	10	0	427.01	4,270.10
						<b>6,542.18</b>
<b>HALLCO MANUFACTURING CO., INC</b>						
756135	1 ST-80230	O-RINGS, BARREL (4000) HALLCC	16	0	1.70	27.20
						<b>27.20</b>
<b>HAMPTON HYDRAULICS, LLC</b>						
755954	1 ST-90093	CYL, HYD 5" X 18"	18	0	1,562.00	28,116.00
						<b>28,116.00</b>
<b>HENDRICKSON TRAILER SUSPENSION</b>						
756210	1 ST-70090	SUSP, HT LOAD SCALE KIT#AK15	1	0	105.00	105.00
756063	3 ST-70262	SUSP, INTRAXX AAT30K 77.5 TRA	2	0	1,655.00	3,310.00
756063	1 ST-70112	SUSP, AIR CNTR LIFT KIT CL-128	2	0	350.00	700.00
756210	2 ST-70112	SUSP, AIR CNTR LIFT KIT CL-128	5	0	350.00	1,750.00
						<b>5,865.00</b>
<b>HOLLAND USA</b>						
756235	1 ST-30095	LNDG GEAR, MARK V 180K 12 SH	10	0	361.06	3,610.60
						<b>3,610.60</b>
<b>HOOSIER TANK &amp; MFG INC</b>						
756218	1 ST-30716	TANK, AIR #HT-1253 / 2850CU LG	18	0	39.50	711.00
						<b>711.00</b>
<b>HUTCHENS INDUSTRIES INC</b>						
756162	1 ST-70013	SUSP, HTCH CH9700, 8-LEAF	2	0	1,134.68	2,269.36
756236	1 ST-70264	SUSP, HTCH CH9700 FAB 8-LEAF	5	0	1,047.48	5,237.40
						<b>7,506.76</b>
<b>KAMAN INDUSTRIAL TECHNOLOGIES</b>						
756221	1 ST-31781	RAIL, HEVI-RAIL HVR-2 SCL	56	0	20.11	1,126.16
						<b>1,126.16</b>
<b>KEITH SALES COMPANY</b>						
756196	1 ST-80155	FLOOR, KTH, 48' 24SLT 1841 CW	1	0	11,143.50	11,143.50
756164	2 ST-80269	FLOOR, KTH, "V" 9 SLAT 48'	2	0	11,919.17	23,838.34
756164	1 ST-80256	DRIVE UNIT (KTH) 9 "V" SLAT	2	0	6,400.00	12,800.00
755591	1 ST-80120	FLOOR, KTH, HYD.TUBE 0342390	1	0	9.26	9.26
756161	1 ST-61124	EXTRUSION, ALUM TAILGATE SE.	1,152	0	0.81	937.73
755613	4 ST-30539	FLOOR KTH TUBE #53 13-76-6023	1	0	53.03	53.03
755613	6 ST-31104	FLOOR KTH TUBE #56 13-76-6026	1	0	31.36	31.36

755866	1 ST-30468	FLOOR, KTH, BRG 300304	40	0	0.80	32.16
755613	1 ST-31051	FLOOR KTH TUBE #52 13-76-6022	1	0	36.42	36.42
755591	2 ST-NI12	DROP SHIPMENTS	1	0	6.39	6.39
755971	2 ST-30349	FLOOR, KTH, T-BLK. #01183501	23	0	9.04	207.97
755613	5 ST-30540	FLOOR KTH TUBE #54 13-76-6024	1	0	25.81	25.81
						<b>49,121.97</b>
<b>LEECO STEEL PRODUCTS, INC.</b>						
756012	1 ST-50846	PLATE, STL, 3/8 AR400 F	2,880	2,688	10.80	2,073.60
						<b>2,073.60</b>
<b>LENZ INC</b>						
756228	1 ST-30033	BREATHER, 57XL-40	10	0	10.52	105.20
756150	1 ST-30016	GAUGE, PRESSURE BAC-3M-25R	10	0	36.44	364.35
						<b>469.55</b>
<b>METALS USA-ENID</b>						
755910	6 ST-50413	ROUND, STL, CR 1-1/4"	600	580	3.21	64.20
755754	1 ST-50848	PLATE, STL, 1/8 DIAMOND FLOOF	150	0	3.38	507.00
						<b>571.20</b>
<b>MID-AMERICA RIGGING LLC</b>						
756229	1 ST-31661	SLING, 3/4" X 48"	2	0	207.50	415.00
						<b>415.00</b>
<b>ORRCO INTERNATIONAL INC.</b>						
756209	9 ST-FET	FEDERAL EXCISE TAX	12	0	25.23	302.76
756209	8 ST-40026	RIM, 8.25X22.5 UNIMNT STL	12	0	78.40	940.80
756209	7 ST-40174	TIRE, MICHEL 11R225 XT-1 14PR	12	0	418.11	5,017.32
756209	6 ST-FET	FEDERAL EXCISE TAX	16	0	34.59	553.44
756209	1 ST-40165	TIRE, GDYR, G287MSA 11R225 16	8	0	439.40	3,515.20
756209	2 ST-40026	RIM, 8.25X22.5 UNIMNT STL	8	0	78.40	627.20
756209	3 ST-FET	FEDERAL EXCISE TAX	8	0	29.93	239.44
756209	4 ST-40064	TIRE, BRGSTN, 11R245 R250ED16	16	0	434.97	6,959.52
756209	5 ST-40051	RIM, 8.25X24.5 UNIMNT STL	16	0	78.40	1,254.40
						<b>19,410.08</b>
<b>PERFECTION EQUIPMENT</b>						
756185	1 ST-31638	TANK, 40 GAL FUEL W/MOUNTS	1	0	875.75	875.75
						<b>875.75</b>
<b>PORT CITY METAL SERVICES</b>						
756242	1 ST-32039	PLATE, 1-5/8" X 24" OD	2	0	304.00	608.00
756244	1 ST-31575	PAD, JACK FOOT	20	0	35.75	715.00
						<b>1,323.00</b>
<b>RYERSON</b>						

756062	3 ST-51050	TUBE, RND, STL 4 X 1/2 WALL	120	108	32.99	395.88
						<b>395.88</b>
<b>SHUR-CO</b>						
756203	2 ST-30680	TARP, SHURCO 6" ALUM UPRIGH	5	0	8.58	42.90
756203	1 ST-30737	TARP, SHLK SOLID VINYL 43'6"	1	0	415.00	415.00
						<b>457.90</b>
<b>STEEL &amp; PIPE SUPPLY CO., INC</b>						
756029	5 ST-51050	TUBE, RND, STL 4 X 1/2 WALL	120	0	13.52	1,622.40
756241	2 ST-51053-1	TUBE, RECT, STL 4X10X1/4	96	0	13.44	1,290.24
756144	3 ST-50830	PLATE, STL, 1/4 A-36	380	0	4.69	1,782.20
756144	2 ST-50830	PLATE, STL, 1/4 A-36	1,425	0	4.69	6,683.25
756241	1 ST-51047	TUBE, SQR, 4" X 1/4" GRD B	800	0	6.72	5,376.00
756233	1 ST-50830	PLATE, STL, 1/4 A-36	3,010	0	4.44	13,352.36
756212	1 ST-50418	ROUND, STL, CR 1-1/4 4140	20	0	3.40	68.00
755871	1 ST-50902	SHEET, STL, 12GA A607 GR50 TF	11,009	9,545	1.65	2,415.60
						<b>32,590.05</b>
<b>T &amp; W TIRE</b>						
756246	1 ST-40175	TIRE, CONTNTL 275 80R225 HSR2	12	0	376.78	4,521.36
756246	2 ST-40026	RIM, 8.25X22.5 UNIMNT STL	12	0	78.40	940.80
756246	3 ST-FET	FEDERAL EXCISE TAX	12	0	25.23	302.76
756211	4 ST-40167	TIRE, DUNLOP 11R225 SP160 16P	2	0	253.55	507.10
756211	1 ST-40164	TIRE, DUNLOP 11R225 SP193 14P	12	0	305.00	3,660.00
756211	5 ST-40026	RIM, 8.25X22.5 UNIMNT STL	2	0	78.40	156.80
756211	3 ST-FET	FEDERAL EXCISE TAX	12	0	25.23	302.76
756211	6 ST-FET	FEDERAL EXCISE TAX	2	0	29.39	58.78
756211	2 ST-40026	RIM, 8.25X22.5 UNIMNT STL	12	0	78.40	940.80
						<b>11,391.16</b>
<b>THE FASTENAL COMPANY</b>						
756230	1 ST-30699	CLAMP, 3/16" CABLE, #43402	20	0	0.40	7.92
755943	1 ST-31017	NUT, HOOK ROLLER #.5	100	50	6.63	331.50
						<b>339.42</b>
<b>WALTHER ENG &amp; MFG CO., INC</b>						
756245	1 ST-70034A	WHEEL, 10 STUD UNIMNT HUB PI	16	0	144.43	2,310.88
						<b>2,310.88</b>
<b>WATSON &amp; CHALIN MFG, INC</b>						
756227	1 ST-70147	SUSP, WTSN HDSM60-15-5R	5	0	1,950.00	9,750.00
						<b>9,750.00</b>
<b>WOMACK MACHINE SUPPLY</b>						
755756	1 ST-NI12	CONNECTOR WOMACK #1528873	2	0	23.43	46.86



756058	1	ST-30015	BODY, UNLOADER VALVE 79-HCF	10	0	92.62	926.20
							973.06
							252,840.48

**SCHEDULE 3.20(a)**

**INSURANCE**

**Please see attached.**

Blue Tee Corp.

RECORD OF INSURANCE CARRIED

7/14/2011

Coverage and Locations	Amount Insured	Company and Policy Number	Term	Premium
<u>General Liability</u>		Travelers Indemnity Company Of Connecticut Policy No. HE-EXGL-477M0551-TCT-11	05/01/11- 05/01/12	\$201,108
<u>Limits of Liability</u>				
Each Occurrence	\$1,000,000			
General Aggregate	\$4,000,000			
Products Completed Operations Aggregate	\$2,000,000			
Personal & Advertising Injury	\$1,000,000			
Fire Damage	N/A			
Medical Expense	N/A			
Stop Gap	\$1,000,000			
Primary limits are excess Of SIR Each Occurrence	\$350,000			
<u>Employee Benefits – Limits of Liability</u>				
Per Employee	\$1,000,000			
Aggregate Limit	\$1,000,000			
Retroactive Date	05/01/2001			
<u>Coverage Extensions</u>				
Additional Insured – blanket where required by written contract				
Additional Insured – Vendors				
Amendment of Named Insured/Broad Named Insured				
Earlier Notice of Cancellation and Nonrenewal Provided By Us				
Fellow Employee Coverage				

The information contained herein is intended to serve only as an outline of your various coverages. It does not alter, amend or change your coverage. Reference should be made to the respective policies for complete details and terms and conditions of coverage.

Blue Tee Corp.

RECORD OF INSURANCE CARRIED

7/14/2011

Coverage and Locations	Amount Insured	Company and Policy Number	Term	Premium
Knowledge of an Occurrence, Offense, Claim, or Suit Employees as Insured's In Rem Limited Worldwide Coverage with suits brought in the US only Non-Owned Watercraft Personal Injury Unintentional Failure to Disclose Waiver of Subrogation Employment Related Practices Exclusion Exclusion – Designated Entity Exclusion – Discrimination Nuclear Energy Liability Exclusion War Exclusion Absolute Asbestos Exclusion Absolute Pollution Exclusion\ Silicosis				

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Blue Tee Corp.

RECORD OF INSURANCE CARRIED

7/14/2011

Coverage and Locations	Amount Insured	Company and Policy Number	Term	Premium
<u>Automobile Liability</u>		Travelers Indemnity Company Of Connecticut	05/01/11-05/01/12	\$36,973
		Policy No. HC2E-CAP-477M054A-TCT-11 (AOS)		
<u>Limits of Liability</u>				
Policy Limit	\$1,000,000			
Per Accident	\$1,000,000			
Uninsured/Underinsured Motorists		Reject/Minimum Statutory (where required by written contract "Symbol 6")		
Personal Injury Protection		Reject/Minimum Statutory (where required by written contract "Symbol 5")		
Medical Payments	\$10,000			
Retention Amount	\$150,000			
<u>Coverage Extensions</u>				
Amendment of Named Insured/Broad Named Insured				
Blanket Additional Insured				
Drive Other Car Coverage – Broadened Coverage for Named Individuals				
Earlier Notice of Cancellation and Nonrenewal				
Employees as Insured's				
Knowledge of Accident				
MCS-90				
Blanket Waiver of Subrogation				
Fellow Employee Coverage for Bodily Injury				
Nuclear Energy Liability Exclusion				
War Exclusion				
Unintentional Errors & Omissions				

The information contained herein is intended to serve only as an outline of your various coverages. It does not alter, amend or change your coverage. Reference should be made to the respective policies for complete details and terms and conditions of coverage.

Blue Tee Corp.

RECORD OF INSURANCE CARRIED

7/14/2011

Coverage and Locations	Amount Insured	Company and Policy Number	Term	Premium
<u>Executive Auto</u>		Hartford Fire Insurance Co. Policy No. 10 UEN JT2263	05/01/11- 05/01/12	\$11,875
<u>Limits of Liability</u>				
Combined Single Limit	\$1,000,000			
Personal Injury Protection	Statutory			
Uninsured Motorists	\$1,000,000 each accident			
Supplementary Uninsured Motorists (New York Only)	\$1,000,000			
Comprehensive Coverage	\$1,000			
Collision Coverage	\$1,000			
<u>Coverage Extensions</u>				
Changes in Commercial Auto Coverage Forms				
Schedule of Limits of Uninsured Motorists Coverage and Underinsured Motorists Coverage				
Mandatory State Endorsements				
Lessor – Additional Insured and Loss Payee				
Loss Payable Clause				
Changes in Hired Car Physical Damage – Limit of Insurance				

The information contained herein is intended to serve only as an outline of your various coverages. It does not alter, amend or change your coverage. Reference should be made to the respective policies for complete details and terms and conditions of coverage.

Blue Tee Corp.

*RECORD OF INSURANCE CARRIED*

7/14/2011

Coverage and Locations	Amount Insured	Company and Policy Number	Term	Premium
<u>Workers Compensation</u>		Travelers Property Casualty Company of America <u>Policy No. HC2J-UB-477M0538 (SFR Program)</u>	05/01/11- 05/01/12	\$153,728 SFR
		The Phoenix Insurance Company Policy No. HRKUB-477M0723 (Retro Program)		\$13 RETRO
<u>Limits of Liability</u>				\$13,416 Taxes
Workers Compensation	Statutory			
Employers Liability				
▪ Bodily Injury by Accident	\$2,000,000 Each Accident			
▪ Bodily Injury by Disease	\$2,000,000 Policy Limit			
▪ Bodily Injury by Disease	\$2,000,000 Each Employee			
▪ Retention	\$350,000			
<u>Coverage Extensions</u>				
Alternate Employer Endorsement				
Defense Base Act Endorsement				
Federal Employers Liability Act Coverage Endorsement				
Foreign Coverage Endorsement				
Jones Act Endorsement				
Longshore & Harbor Workers' Act Coverage Endorsement (USL&H)				
Maritime Endorsement				
Outer Continental Shelf Lands Act Coverage Endorsement				
Sole Proprietors, Partners, and Officers Endorsement				
Voluntary Compensation and Employers Liability Coverage Endorsement				
Waiver of Our Right to Recover From Others				

*The information contained herein is intended to serve only as an outline of your various coverages. It does not alter, amend or change your coverage. Reference should be made to the respective policies for complete details and terms and conditions of coverage.*

Blue Tee Corp.

RECORD OF INSURANCE CARRIED

7/14/2011

Coverage and Locations	Amount Insured	Company and Policy Number	Term	Premium
<u>Umbrella Liability</u>		XL Insurance Company Policy No. US00027040LI11A	05/01/11- 05/01/12	\$181,000
<u>Limits of Liability</u>				
Each Occurrence	\$25,000,000			
General Aggregate	\$25,000,000			
Self Insured Retention	\$ 10,000			
<u>Coverage Extensions</u>				
Catastrophe Management Coverage Endorsement				
Aircraft Products and Grounding Exclusion				
Notice of Cancellation – 90 Days except 10 Days for non-payment of premium				
Contractual Liability Limitation				
Designated Operation Exclusion – Union Tractor				
Foreign Liability Follow Form Endorsement				
Lead Exclusion				
Professional Services Liability Exclusion Absolute				
Foreign Liability Limitation				
State Amendatory Endorsements				
NYFTZ Silica or Silica Related Duet Exclusion				
NYFTZ New York Changes				
Unintentional Failure to Disclose				
Employee Benefit Plan Follow Form Endorsement (Claims Made)				
Knowledge of Occurrence				

The information contained herein is intended to serve only as an outline of your various coverages. It does not alter, amend or change your coverage. Reference should be made to the respective policies for complete details and terms and conditions of coverage.



Blue Tee Corp.

RECORD OF INSURANCE CARRIED

7/14/2011

Coverage and Locations	Amount Insured	Company and Policy Number	Term	Premium
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Excess Liability		Great American Insurance Co. of New York	05/01/11- 05/01/12	\$43,900
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Policy No. EXC 2098964

Limits of Liability

Each Occurrence	\$25,000,000
General Aggregate	\$25,000,000
Products Completed Operations Aggregate	\$25,000,000

Coverage Extension

Follow Form – All the Lead Umbrella’s Limitations & Exclusions

State Amendatory Endorsements

Exclude: Aircraft Products & Grounding; Professional Services; Catastrophe Management; Designated Person or Organization; Terrorism

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Blue Tee Corp.

RECORD OF INSURANCE CARRIED

7/14/2011

Coverage and Locations	Amount Insured	Company and Policy Number	Term	Premium
Pollution and Remediation Legal Liability		Greenwich Insurance Company Policy No. PEC001991301	12/22/10 - 12/22/15	\$133,442 (5 yr term) Min Earned Prem 100%
<u>Limits of Liability:</u>				
Each POLLUTION CONDITION	\$15,000,000			
Limits of Liability: Aggregate Liability	\$15,000,000			
Limits Products Pollution Coverage				
Each Pollution Condition	\$5,000,000			
Aggregate Liability	\$5,000,000			
Self Insured Retention Amount:	\$250,000	Each Pollution Condition		

Endorsements

- Covered Location Schedule
- Location(s) Specific Endorsement
- Reverse Retro Active Date(s) for Specific Covered Location(s)
- Non-Owned Disposal Sites
- Additional Named Insured - Limited Coverage
- Linking of Limits of Liability Between Two or More Policies
- Restrictive Amendment of Coverage B - Remediation Legal Liability for Third Party Claims Only
- Broad Insured
- Mold Matter Exclusion
- Contamination Exclusion
- Ninety (90) Day Notice of Cancellation
- New York - Exclusion of Certified Acts of Terrorism

The information contained herein is intended to serve only as an outline of your various coverages. It does not alter, amend or change your coverage. Reference should be made to the respective policies for complete details and terms and conditions of coverage.

**Blue Tee Corp.**

*RECORD OF INSURANCE CARRIED*

7/14/2011

Coverage and Locations	Amount Insured	Company and Policy Number	Term	Premium
Pollution and Remediation Legal Liability (Canada)		XL Insurance Company Limited Policy No. PCN0033771	12/22/10 – 12/22/15	\$31,241 Can Min Earned Prem 100%

Limits of Liability:


Each POLLUTION CONDITION	\$15,000,000
Limits of Liability: Aggregate Liability	\$15,000,000
Self Insured Retention Amount:	\$250,000 Each Pollution Condition

Endorsements

Covered Location Schedule  
 Location(s) Specific Endorsement  
 Reverse Retro Active Date(s) for Specific Covered Location(s)  
 Non-Owned Disposal Sites  
 Additional Named Insured – Limited Coverage  
 Linking of Limits of Liability Between Two or More Policies  
 Restrictive Amendment of Coverage B - Remediation Legal Liability for Third Party Claims Only  
 Broad Insured  
 Terrorism Exclusion  
 Mould Matter Exclusion  
 Ninety (90) Day Notice of Cancellation

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*The information contained herein is intended to serve only as an outline of your various coverages. It does not alter, amend or change your coverage. Reference should be made to the respective policies for complete details and terms and conditions of coverage.*

Insured:  
  
 Blue Tea Corp.  
 250 Park Avenue South  
 New York, NY 10003

  
 10 Landmark Center West  
 Parsippany, NJ 07054

SCHEDULE OF INSURANCE

TYPE OF POLICY/PLAN	TERM	PREMIUM	TAX & FEES	EXPIRATION	POLICY NO.	COMPANY
<b>2</b> <b>Directors &amp; Officers, Employment Practices, Fidelity</b> Aggregate Limit of Liability: \$10,000,000 Combined Aggregate \$1,000,000 Additional Limit of Liability for Defense Costs Directors & Officers Liability: \$10,000,000 Aggregate Limit of Liability for Insuring Clauses A, B & C \$25,000 Limit of Liability for EACH Retired Independent Contractor \$50,000 Limit of Liability for ALL Retired Independent Director Retention: \$100,000 Each Claim for Insuring Clauses A&B Prior & Pending Litigation: 2/1/1996 Employment Practices Liability: \$3,000,000 Aggregate Limit of Liability \$3,000,000 Aggregate Sublimit for Third Party Discrimination Claims Retention: \$100,000 Each Claim Employment Practices Claim \$100,000 Each Third Party Discrimination Claim Prior & Pending Litigation: 2/1/1996 Fidelity Liability: \$10,000,000 Aggregate Limit of Liability Deductible: \$100,000 Each Claim Prior & Pending Litigation: 2/1/1996	1 Yr.	\$84,000	\$0	2/02/2012	NPL47534800	Zurich American Ins Co AIG Best Rating: A, XV
<b>3</b> <b>Excess Directors &amp; Officers, Employment Practices, Fidelity</b> Aggregate Limit of Liability: \$10,000,000 Per Policy Period D&O/EPL/FID Shared \$10M Agg as D&O/EPL/FID Shared \$10M (attaching at SSM EPL Submittal)	1 Yr.	\$44,000	\$0	2/02/2012	DOX0042626-00	Arch Insurance Company AIG Best Rating: A, XV

Insured:  
 Blue Tea Corp.  
 250 Park Avenue South  
 New York, NY 10003

**AON**  
 10 Lander Center West  
 Parsippany, NJ 07054

SCHEDULE OF INSURANCE

TYPE OF POLICY/PLAN	TERM	PREMIUM	TAX & FEES	EXPIRATION	POLICY NO.	COMPANY	
Commercial Crime \$3,000,000 A - Blanket - Employee Dishonesty \$3,000,000 B - Fidelity or Alteration \$3,000,000 C - Theft, Disappearance & Destruction \$3,000,000 D - Robbery & Safe Burglary \$3,000,000 F - Computer Fraud with Wire Transfer \$3,000,000 Z - Money Orders & Commercial Currency \$3,000,000 Credit Card Forgery \$50,000 Investigative Costs Coverage Subject ** Client's Property Coverage is provided **	1 Yr.	\$18,500	\$0	2/1/2012	FDS53754993	Zurich American Ins Co AM Best Rating: A, XV	
Charterers Liability Charterers, Wharfingers, Stevedores & Shipbreakers Liability \$1,000,000 Any One Accident or Occurrence Deductibles: \$100,000 Any One Accident or Occurrence	1 Yr.	\$9,500	\$0	6/1/2011	051787191	National Union Fire Ins Co of Pittsburgh AM Best Rating: A, XV	
Excess Charterers Liability Excess of: \$1,000,000	1 Yr.	\$5,000	\$0	6/1/2011	051787197	National Union Fire Ins Co of Pittsburgh AM Best Rating: A, XV	
Pollution Liability - General Liability Insurance \$5,000,000 Per Occurrence \$1,000,000 Coverage D Investigation and Defense each and every Occurrence \$100,000 Coverage E Public Relations maximum payable each and every Occurrence and limited to 60% of each approved cost or expense incurred and paid \$1,000,000 Coverage F Fines and Penalties each and every Occurrence no more than \$1,000,000 in the Aggregate \$1,000,000 Coverage G Substances other than Oil or Hazardous Substances each and every Occurrence Deductibles: \$0 Per Occurrence and Aggregate	1 Yr.	\$700	\$0	6/1/2011	4223525	Water Quality Ins Synd	
		Total	\$421,700	Tax & Surch	\$376	Policy Admin Fee	\$1,950
		Grand Total	\$424,026				

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed policy(ies) and is not intended to reflect all the terms and conditions of such policy(ies). Moreover, the information contained in this document reflects coverage as of the effective date(s) of the policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed policy(ies). The insurance afforded by the listed policy(ies) is subject to all the terms, conditions and conditions of such policy(ies).

**SCHEDULE 3.6**

**DESCRIPTION OF OWNED REAL PROPERTY**

**Please see attached.**

NUMBER

5 2 0 8 1

S U P P L E M E N T A L



To the following described Real Estate situated in  
**GARFIELD COUNTY, OKLAHOMA**

Beginning at a point on the section line, and which point is located 1682.65 feet South of the northwest corner of Lot One (1) of the Northwest Quarter (NW/4) of Section Nineteen (19), Township Twenty-two (22) North, Range Six (6) W.I.M., Garfield County, Oklahoma; thence East parallel to the North line of the above described Lot One (1) of Section Nineteen (19) and the East Half (E/2) of the Northwest Quarter (NW/4) of said Section Nineteen (19), a distance of 200 feet; thence South One Hundred Fifty (150) feet parallel to the West line of said Northwest Quarter (NW/4); thence East parallel to the North line of said Northwest Quarter (NW/4) a distance of 1455.7 feet to the western boundary of the Chicago, Rock Island & Pacific Railway Company right of way; thence northeasterly along the western boundary of said right of way of the Chicago, Rock Island & Pacific Railway Company a distance of 1142.4 feet to a point which is located 735.0 feet South of the North line of the above described Section Nineteen (19); thence West a distance of 1977.5 feet; thence South along the section line a distance of 947.65 feet to the point of beginning.

**GUARANTEE ABSTRACT COMPANY**

*"Garfield County's Oldest Abstract Company"*

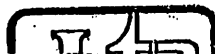
217 West Broadway

P.O. Box 1641

Enid, Oklahoma 73702

580/237-5537

Fax 580/237-1948



SCHEDULE 3.8(a)

REAL ESTATE ENCUMBRANCES AND PERMITTED REAL ESTATE  
ENCUMBRANCES

1. Please see attached – to be released at or prior to Closing.
2. UCC Fixture filing in favor of GMAC Commercial Credit LLC, filed at Book 1511, Page 45 – aged out and no longer enforceable.



<b>Document</b>	<b>Grantor</b>	<b>Grantee</b>	<b>Original Amount</b>	<b>Book/Page of filing</b>	<b>Date Filed</b>
Mortgage	Blue Tee Corp.	The Bank of New York Commercial Corporation as agent of LaSalle National Bank	\$50,000,000.00	1197/14	7-13-92
Mortgage Modification (modifying mortgage at 1197/14)	Blue Tee Corp.	The Bank of New York Commercial Corporation as agent of LaSalle National Bank	\$58,000,000.00	1263/581	7-1-94
Mortgage Modification (modifying mortgage at 1197/14)	Blue Tee Corp.	The Bank of New York Commercial Corporation as agent of LaSalle National Bank	\$58,600,000.00	1327/58	7-11-96
Mortgage Modification (modifying mortgage at 1197/14)	Blue Tee Corp.	GMAC Commercial Credit LLC as agent of LaSalle National Bank	\$79,200,000.00	1151/18	11-13-00

**SCHEDULE 3.9(b)**

**TANGIBLE PERSONAL PROPERTY NOT IN POSSESSION OF SELLER**

**Seller has taken possession of Demo Scrapper Loader Serial No. 5EWES352281254574 previously located at Grossman Iron and Steel, 5 North Market Street, St. Louis, MO 63102, as indicated in Attachment. Seller to retain as an Excluded Asset.**



A DIVISION OF BLUE TEE CORP.  
 P.O. BOX 3127  
 2215 S. VAN BUREN  
 ENID, OK 73701 (580) 237-7433

**INVOICE**

Sold GROSSMAN IRON AND STEEL  
 To: 5 NORTH MARKET STREET  
 ST LOUIS, MO 63102

Shp GROSSMAN IRON AND STEEL  
 To: 5 NORTH MARKET STREET  
 ST LOUIS, MO 63102

ORDER #	SHIP #	LOC	SHIPWAY	COL/PPD	INVOICE #
	0	2	TRAILER TRAN	PPD	012811GI

ORDER DATE	SHIP DATE	QUANTITY	PRO #	JOB #	DATE
				4574	1/28/2011

LINE #	DESCRIPTION	QTY	PRICE	AMOUNT
1	ST-SCL3510-4574 SCRAPPER® CL-20 SERIAL #5EWES352281254574  AS STATED IN RENTAL CONTRACT  THANK YOU FOR YOUR BUSINESS!	1.00	\$1.00	\$1.00
Invoice Totals				
				Sales Amount 1.00
				Amount Deposited 0.00
				Freight 0.00
				Balance Due \$1.00

ORIGINAL

## TERMS AND CONDITIONS OF SALE

1. **TITLE:** Subject to STECO (SELLER) right of stoppage transit, title to all products sold hereunder, shall pass to BUYER upon delivery hereof, F.O.B. railroad car or common carrier truck, as the case may be, SELLER'S shipping point as designated herein.
2. **DELIVERY TERMS/RISK OF LOSS:** Does not guarantee time of delivery; however, SELLER shall make every effort to deliver orders at the time requested. No delivery delay will be honored to support a charge-back, or claim for damage. Each shipment shall be made at BUYER'S risk and SELLER shall have no liability for damage to the products after delivery to the carrier. Detention and demurrage arising due to customer retaining carrier equipment beyond the free period are for the customer's account.
3. **FORCE MAJEURE:** SELLER shall not be liable for failure or delay in delivery occasioned by fire, storm, flood, earthquake or other Act of God, war, rebellion, insurrection, riot, strike or other labor disturbance, inevitable accident, failure of carriers to furnish transportation facilities, shortage of labor, power or raw materials, orders or requests of the government of the United States of America or of any State, or any political Subdivision, Department or Agency thereof, or any government officer or agent purporting to act under authority, interference of civil or military authorities, or any other cause of like or different nature beyond SELLER'S control.
4. **LIMITED WARRANTY AND DISCLAIMER:** STECO warrants that its products will be free from manufacturing defects for a period of 90 days subject to the terms, conditions and limitation of the SELLER'S Standard Warranty. This Warranty is expressly limited such that the liability of STECO over the life of this Warranty shall not exceed in aggregate a sum greater than the original purchase price of the STECO supplied product(s). This Warranty expressly excludes any damages attributable in whole or in part to defects and/or inaccuracies in designs and/or specifications provided to STECO by third parties, including purchaser. This Warranty expressly excludes any guarantee as to projected performance level of the product(s) sold hereunder.

BEYOND THE FACE HEREOF, STECO MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TERMS AND CONDITIONS OF THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE PURCHASER OF THE PRODUCTS MANUFACTURED BY STECO, AND THE PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR DAMAGES, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY DAMAGE TO THE PURCHASER OR THIRD PARTIES, LOSS OF BUSINESS OR PROFITS AND/OR LOSS OF BUSINESS REPUTATION. IT IS THE SOLE RESPONSIBILITY OF PURCHASER TO DETERMINE THE SUITABILITY OF STECO PRODUCTS IN THE PURCHASER'S INTENDED USE.

This Warranty constitutes the entire warranty and STECO is not bound by any oral expression or representation made by an agent or party purporting to act for or on behalf of STECO, or any commitment, arrangement or representation not expressly specified in this Warranty. This Warranty and STECO'S liability hereunder shall be construed pursuant to the laws of the State of Oklahoma.
5. **WARRANTY LIMITATIONS AND EXCLUSIONS:** SELLER'S liability hereunder is limited to repair and/or replacement, at SELLER'S sole option of the product found to be defective in material or workmanship. ANY MODIFICATION OR ALTERATION TO THE PRODUCT NOT AUTHORIZED IN WRITING BY SELLER SHALL OPERATE TO IMMEDIATELY VOID THIS WARRANTY IN ALL RESPECTS, AT WHICH TIME THE PRODUCTS ARE DEEMED SOLD AS-IS.

Further, BUYER, by its acceptance of the product, warrants that same will be utilized and/or installed in a suitable operating environment. BUYER acknowledges that BUYER will not remove SELLER'S product identification from the product and that BUYER will protect against any such unauthorized removal. Failure of BUYER to comply fully and completely with the limitations and conditions of use of the product will void this Warranty in all respects, at which time the products will be deemed as AS-IS.
6. **CLAIMS PROCEDURES:** In the case of claims against SELLER for defect in products written notice and sample illustrating such defect must be submitted to SELLER within 60 days of receipt of goods to give full basis for claim. SELLER shall have 60 days from date of receipt of such notice to inspect and repair or replaced effective products if such claim is allowed. Under no circumstances are the products to be returned to SELLER unless BUYER has received SELLER'S written instructions authorizing same. The BUYER shall have no right to deduct the amount of any claim from SELLER'S invoice until the claim is allowed by SELLER or adjudicated by proper authority. All claims for loss or damage in transit must be filed with the carrier by the BUYER. Products are loaded in accordance with the carrier's loading instructions to insure delivery without damage. However, SELLER will give all reasonable assistance to BUYER in collecting loss or damage claims from carriers by furnishing duplicate invoice, affidavits showing count when loaded, method of loading, etc. BUYER should in all cases immediately report loss and/or damage to carrier and request inspection in case of damage. On loss claims, BUYER should secure car or truck seal numbers and signed exception report from the carrier.
7. **BUYER'S STRICT PERFORMANCE:** Time of payment is of the essence. In the event that BUYER shall, at any time, fail to accept delivery and make payment in accordance with the terms of the order, SELLER at its option, and without prejudice to any other lawful remedy, may suspend further deliveries there under, stop any shipments then in transit, or regard such default as a breach of the entire order. SELLER'S failure to insist upon BUYER'S strict performance or to exercise any option or legal right SELLER may have, shall not be construed as a waiver or relinquishment by SELLER of any option or legal right in the event of a subsequent breach by BUYER.
8. **DELINQUENCY CHARGES:** A one and one half (1-1/2) percent per month delinquency charge is applicable on all commercial accounts not paid when due. The imposition of such delinquency charge does not imply or constitute any agreement to forbear collection of a delinquent account.
9. **ACCEPTANCE OF ORDERS:** An order of products from STECO shall be effective only upon acceptance hereof by STECO at its home office in Enid, Oklahoma (but without necessity of any notice of acceptance by STECO to the purchaser). Any such order and all other transactions between STECO and purchasers of its products shall be governed by the laws of the State of Oklahoma, subject to preempting federal law. It is agreed that exclusive jurisdiction and venue for any legal action between the parties arising out of or relating to this order shall be in the District Court for Garfield County, Oklahoma, or, in cases where federal diversity jurisdiction is available, in the United States District Court for the Western District of Oklahoma, situated in Oklahoma City, Oklahoma.
10. **LIMITATION OF AUTHORITY:** The conditions of sale appearing on any order shall control and may not be abrogated, varied, modified, supplemented or waived except with the written approval of an authorized representative of SELLER.
11. **PAROL UNDERSTANDINGS:** The order embodies all of the terms and conditions of sale, and there are no understandings, warranties, or agreements expressed or implied relative to any order, or its subject matter that are not fully expressed therein. No representative, employee, agent or purported agent of SELLER, or any other person has any authority to assume for SELLER any additional or other liability or responsibility other than as set forth herein. SELLER SHALL NOT BE BOUND BY ANY ORAL REPRESENTATION OR EXPRESSION NOT SET FORTH SPECIFICALLY HEREIN.
12. **RETURN AUTHORIZATION TERMS:** Products may not be returned until SELLER'S written approval has been secured, and in such case will be accepted subject to inspection at SELLER'S factory. Prepayment of freight is to be made by BUYER. In addition, if approved for return, there will be a handling and reconditioning charge equivalent to 15 percent of the original sales value of the returned product or the actual charges incurred, whichever is larger.
13. **MODIFICATION OF TERMS OF SALES:** These Terms and Conditions Sales cancel and supersede all previous issues, supplements and revisions and are subject to change without prior notice.

## SCHEDULE 3.21

### ENVIRONMENTAL MATTERS

Case involving neighboring property, Larry's Conoco at 2231 S. Van Buren, was closed by the Oklahoma Corporation Commission's Petroleum Storage Tank Division, by letter dated September 24, 2010 (attached).

Buyer commissioned Terracon Consultants, Inc. ("Terracon") to conduct a Phase I Environmental Site Assessment of the Facility ("Phase I"). Terracon prepared a written report at the conclusion of its Phase I work, dated August 10, 2011 (the "Phase I Report"). Reference is made to the Phase I Report for inclusion herein.

11/22/06 0359581

ANTHONY  
Commissioner

JEFF CLOUD  
Commissioner

DANA MURPHY  
Commissioner



OKLAHOMA CORPORATION COMMISSION  
PETROLEUM STORAGE TANK DIVISION  
(405) 521-4683 FAX: (405) 521-4945

Claim

JIM THORPE BUILDING, RM 238 • P.O. BOX 52000 • OKLAHOMA CITY, OK 73152-2000

September 24, 2010

Case ID # 064-2736  
Facility ID #24-12346  
PO # WP-097268  
Final Closure Report Approval

Larry's Conoco  
Attn: Mr. Larry Creevan  
2231 S. Van Buren  
Enid, Oklahoma 73703

RE: Final Closure Report approval for the facility located at:

Larry's Conoco  
2231 S. Van Buren  
Enid, Oklahoma

Dear Mr. Creevan,

We have reviewed the Final Closure report submitted by your consultant on September 13, 2010. This report is approved. This case is now closed. This case may be reopened in the future, should levels of containments be discovered to exceed those determined appropriate for the above-mentioned facility.

Enclosed you will find a copy of a "Final Claim Confirmation" letter. This is to be submitted to the Indemnity Fund with the last claim for this case. Once the Oklahoma Corporation Commission, Petroleum Storage Tank Division, has received this letter, the Accounting Department will review the case and invoice you for the appropriate deductible. Please note; no other claims on this confirmed release can be submitted for payment after this letter has been received.

If you should have any questions, please discuss them with your consultant or you may contact me at (405) 522-1439 between 8:00 a.m. and 4:30 p.m. Monday through Friday. Please reference the appropriate OCC Facility Number and Case Number on all correspondence.

Sincerely,

Sunni D. Stephenson  
Project Environmental Analyst  
SDS/kb

CC: Oklahoma Environmental, Inc.  
Attn: Ms. Deanna Atkinson or Mr. Mike Bolz  
717 South Hoover  
Enid, Oklahoma 73703

SERVICE • ASSISTANCE • COMPLIANCE  
EXCELLENCE IS OUR STANDARD

SCHEDULE 3.24(d)

PATENTS

Patents:

Please see attached for list of patents.

Infringement/Challenge:

Fastek, LLC – United States District Court, Southern District of California Case #10-CV-0972 MMA (CAB)

Fastek initiated this claim against Steco in an action in May 2010 in the United States District Court, Southern District of California Case #10-CV-0972 MMA (CAB), alleging that it was the sole owner of two patents that were being infringed upon by Steco's Scrapper Container Loader. Damage claims are currently unspecified. Scrapper is a trademark of Steco, whose Scrapper Container Loader is patented. This case is currently in claims construction and discovery. As a result of this litigation, Seller makes no representation or warranty regarding Intellectual Property relating to Steco's Scrapper Container Loader, including the validity or enforceability of the Patent or with respect to infringement.

STECO (Blue Tee Corp.)  
PENDING PATENTS  
9/30/2011

FILE NO.	INVENTOR(S)	TITLE	APPLICATION NO. PATENT NO.	DATE FILED DATE ISSUED	Status	OWNER/APPLICANT
4138	Gregory D. Haub Brian S. Hinrichs Chris D. Bartel Jessie K. Davis	TRAILER, WALL CONSTRUCTION AND MANUFACTURING METHOD	12/104,276 7,819,464	4/16/2008 10/26/2010	Issued; Reissue Deadline 10/26/2012	Blue Tee Corp.
4175	Gregory D. Haub Chris D. Bartel	CONTAINER PACKER SYSTEM AND METHOD	12/138,973 7,744,330	6/13/2008 06/29/2010	Issued; Reissue Deadline 6/29/2012	Blue Tee Corp.
4175.1	Gregory D. Haub Chris D. Bartel	CONTAINER PACKER SYSTEM AND METHOD	12/825,435	6/29/2010	Allowed; Issue and Publication Fees due 11/26/11. Continuation not yet filed.	Blue Tee Corp.
4474	D. Aaron Harmon	Automated Carousel Drill Pipe Storing and Handling System and Method	61318133	3/26/2010	Expired	Blue Tee Corp.
4474NP	D. Aaron Harmon	Automated Carousel Drill Pipe Storing and Handling System and Method	13073481	3/28/2011	Pending, awaiting first office action, USPTO records estimate 19 mos. until it will issue.	Blue Tee Corp.



SCHEDULE 3.24(e)

TRADEMARKS

Please see attached for list of Marks.

\* \* \*

Note that, as provided in Section 2.10 of the Agreement, Seller makes no representations or warranties regarding any assets relating to the Pumpstar business.

STECO (Blue Tee Corp.)  
Trademark Applications  
9/30/2011

FILE NO	MARK	REGISTRATION NO./REG. DATE	SERIAL NUMBER	DATE FILED	NEXT ACTION	OWNER/APPLICANT
4105	SMOOTHIE	N/A	77/319,211	11/1/2007	SOU or Extension Due 2/16/2012	Blue Tee Corp.
4106	SUPER CUBE	N/A	77/319,225	11/1/2007	Abandoned (See Sch. 3.24(c), #3);	Blue Tee Corp.
4491	QUIKDRILL	N/A	85/036896	5/12/2010	SOU or Extensioin Due 12/21/2011	Blue Tee Corp.

GEFCO  
 Trademarks (U.S. Registered)  
 9/30/2011

MARK	REGISTRATION NO.	Reg. Date	NEXT ACTION	OWNER/APPLICANT
GEORGE E. FAILING F and Design	602,346	02/22/55	Renewal 02/22/2015	Blue Tee Corp.
GEFCO	1,749,838	02/02/93	Renewal 02/02/2013	Blue Tee Corp.
IT'S A KING	1,994,764	08/20/96	Renewal 02/20/2016	Blue Tee Corp.
SPEED STAR	2,013,261	11/05/96	Renewal 11/05/2016	George E. Failing Company, The
THE HAUF	3,931,347	03/15/11	Section 8 and/or 15 Affidavit due 3/15/2017	Blue Tee Corp.
THE SCRAPPER	3,768,012	03/30/10	Section 8 and/or 15 Affidavit due 3/15/2016	Blue Tee Corp.

Pumpstar, Inc.  
Trademarks  
10/3/2011

MARK	REGISTRATION NO.	Reg. Date	NEXT ACTION	OWNER/APPLICANT
PUMPSTAR	2,236,111	03/30/99	Expired	Pump Star, Inc.
PUMPSTAR	2,316,311	02/08/00	Expired	Pump Star, Inc.

MARK	REGISTRATION NO.	Reg. Date	RENEWAL/ STATUS	OWNER/APPLICANT
SPEEDSTAR	TMA241375	03/21/80	Next Renewal 03/21/2025	George E. Failing Sales Company Inc.
SLANTMASTER	TMA323905	02/20/87	Expired 10/04/2002	George E. Failing Sales Company Inc.
MUDMASTER	UCA045092	10/31/52	Expired 07/20/1998	George E. Failing Sales Company Inc.
CORES WILL TELL	UCA044565	12/23/52	Expired 08/31/1998	George E. Failing Sales Company Inc.
F DESIGNS	TMA239567	02/01/80	Expired 01/12/1996	George E. Failing Sales Company Inc.
FAILING DESIGN	TMA107561	08/09/57	Expired 03/20/2003	George E. Failing Sales Company Inc.
SKYTOP BREWSTER	Abandoned	NA	Abandoned 03/15/1995	George E. Failing Sales Company Inc.
F & DESIGN	TMA102058	12/02/55	Expired 07/17/2001	George E. Failing Sales Company Inc.
COPTER-DRILL	TMA170518	08/14/70	Expired 10/18/1985	George E. Failing Sales Company Inc.
George E. Failing Supply Co. & Design	UCA044564	10/31/52	Expired 07/20/1998	George E. Failing Sales Company Inc.
HOLEMASTER	UCA045052	10/31/52	Expired 07/20/1998	George E. Failing Sales Company Inc.

SCHEDULE 3.24(h)

NET NAMES

[www.gefco.com](http://www.gefco.com)  
[www.kingoiltools.com](http://www.kingoiltools.com)  
[www.stecotrailer.com](http://www.stecotrailer.com)  
[www.stecoinc.com](http://www.stecoinc.com)

See attached for details.

Registrant:

GEFCO

2215 South Van Buren

Enid, OK 73701

US

**Domain Name: GEFCO.COM**

Administrative Contact :

Harmon, Aaron

admin@GEFCO.COM

2215 S VAN BUREN ST

ENID, OK 73703-8218

US

Phone: (580) 234-4141

Fax: 999 999 9999

Technical Contact :

Simon, Jeffrey

it@gefco.com

2215 S Van Buren

Enid, OK 73703

US

Phone: 580-977-3235

Record expires on 06-Oct-2015

Record created on 07-Oct-1998

Database last updated on 20-Nov-2010

**Domain Name: STECOTRAILERS.COM**

Registrar: GODADDY.COM, INC.

Whois Server: whois.godaddy.com

Referral URL: http://registrar.godaddy.com

Name Server: NS1.LEVANTTECH.NET

Name Server: NS2.LEVANTTECH.NET

Name Server: NS3.LEVANTTECH.NET

Status: clientDeleteProhibited

Status: clientRenewProhibited

Status: clientTransferProhibited

Status: clientUpdateProhibited

Updated Date: 22-dec-2010

Creation Date: 13-mar-2003

Expiration Date: 13-mar-2015



**Domain Name: STECOINC.COM**

**Administrative Contact :**

**Lamunyon, Jim**

**jlamunyon@GEFCORIGS.COM**

**2215 S VanBuren**

**Enid,, OK 73701**

**US**

**Phone: (580) 234-4141**

**Fax: 999 999 9999**

**Technical Contact :**

**Vanderwater, Kurt\*\***

**kurt@MERIDIAN-DS.COM**

**5940 NW 120th Court**

**Oklahoma City, OK 73162**

**US**

**Phone: (405) 755-6690**

**Fax: (405) 415-0676**

**Record expires on 02-Feb-2012**

**Record created on 03-Feb-1998**

**Database last updated on 04-Oct-2006**

Registrant:

King Oil Tool, Inc.

P.O. BOX 872

Enid, OK 73702

US

Domain Name: KINGOILTOOLS.COM

Administrative Contact :

McBeth, Anna

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EXHIBIT 2.8(a)

Worksheet

EXHIBIT 2.8(a)  
NET ASSETS AND ADJUSTMENTS

	GENERAL			REDAEMED COMMON STOCK (NET OF 30,456)			NET ASSETS		
	NET ASSETS AND ADJUSTMENTS			NET ASSETS AND ADJUSTMENTS			NET ASSETS AND ADJUSTMENTS		
	(In Thousands)	GFECO	STECO	GFECO	STECO	TOTAL	GFECO	STECO	TOTAL
Accounts Receivable, net of bad debt reserve	1,942	641	2,583	5,727	1,353	7,080	-	-	-
Canada/China Tech - removed from AA as 9/20	(932)	-	(932)	(585)	-	(585)	-	-	-
Supplier receivables - to be removed from AA as 9/20	26,815	2,842	29,657	25,786	1,745	27,531	-	-	-
Inventory	-	(94)	(94)	-	(49)	(49)	-	-	-
Stock used (to be replaced by order)	-	(568)	(568)	65	13	78	-	-	-
Stock Disbursement and loan moving to be replaced by order	314	20	334	-	-	-	-	-	-
Other Current	3,115	796	3,911	3,073	744	3,817	-	-	-
Fixed Assets (net)	31,754	3,637	34,951	34,066	3,806	38,457	-	-	-
Total Assets	(2,339)	(2,339)	(2,339)	6,148	6,899	6,523	(4,502)	-	-
Inventory Adjustments:									
Overstated & Excess Reserve to Asset Cap	(947)	(947)	(947)	(2,021)	(1,197)	(3,218)	-	-	-
April Inventory	(3,286)	(3,286)	(3,286)	(3,286)	-	(3,286)	-	-	-
Adjusted Reserve	(947)	(947)	(947)	(947)	(261)	(1,208)	-	-	-
Non-Inventory Jobs in WIP	(3,92)	(261)	(4,183)	(3,92)	(261)	(4,183)	-	-	-
Used Inventory net of COA/COB net cost	(3,92)	(261)	(4,183)	(3,92)	(261)	(4,183)	-	-	-
Net fixed adjustment	(3,92)	(261)	(4,183)	(3,92)	(261)	(4,183)	-	-	-
Total Inventory Adjustments	(947)	(947)	(947)	(2,021)	(1,197)	(3,218)	-	-	-
Fixed Asset Requirements	(3,92)	(261)	(4,183)	(3,92)	(261)	(4,183)	-	-	-
Net book value of 1986 used equipment on depreciated	(3,92)	(261)	(4,183)	(3,92)	(261)	(4,183)	-	-	-
Head Assembly Unit Asset Requirement	(3,92)	(261)	(4,183)	(3,92)	(261)	(4,183)	-	-	-
Total Fixed Asset Requirement	(3,92)	(261)	(4,183)	(3,92)	(261)	(4,183)	-	-	-
Total Adjustments	27,576	3,376	30,952	30,456	3,545	34,001	-	-	-
Net Assets After Adjustments	(6,355)	(480)	(6,835)	(2,256)	(194)	(2,450)	-	-	-
Less: Liabilities to be assumed	-	-	-	-	(17)	(17)	-	-	-
Trade Accounts Payable	-	-	-	(235)	(27)	(262)	-	-	-
Franchise Payable	-	-	-	-	(20)	(20)	-	-	-
Warranty	-	-	-	(168)	-	(168)	-	-	-
Accrued commissions	-	-	-	(33)	-	(33)	-	-	-
International commissions due to agent	-	-	-	17	-	17	-	-	-
International commissions due to employees	-	-	-	(178)	-	(178)	-	-	-
Franchise domestic commissions earned upon order & deposit - to net to accrued sales commission on form 13	-	-	-	(1,361)	(79)	(1,440)	-	-	-
Accrued P&L Start Up	-	-	-	(366)	(33)	(399)	-	-	-
Customer Deposits	-	-	-	(4,578)	(350)	(4,928)	-	-	-
Accrued personal & property tax @ 20% of Liability for 2011	-	-	-	1,750	-	1,750	-	-	-
Accrued Liabilities**	1,750	0	1,750	1,750	-	1,750	-	-	-
Goodwill	27,628	2,896	25,867	27,628	3,195	30,823	-	-	-
Projected Cash Purchase Price	27,628	2,896	25,867	27,628	3,195	30,823	-	-	-

\*\* Accrued Liabilities agreed to reporting package including report related form, 13, taxes, general, benefits etc all received by seller and Commission Payable on China Tech (8/20/2001)