

**AGREEMENT FOR PURCHASE AND SALE OF IMPROVEMENTS PERTAINING TO
THE REALTY AND BUSINESS FURNITURE, FIXTURES,
EQUIPMENT, AND ROLLING STOCK
AND ESCROW INSTRUCTIONS
BLACKSTONE & MCKINLEY BNSF GRADE SEPARATION PROJECT
CITY PROJECT NUMBER: PW00937**

This Agreement for Purchase and Sale of Improvements Pertaining to the Realty and Business Furniture, Fixtures and Equipment, and "Rolling Stock" (the "Agreement") is entered into by and between JET BLACK LOGISTICS, INC., a California corporation doing business as E-Z Haul Ready Mix and Star Building Supplies (the "Seller") and the CITY OF FRESNO, a California municipal corporation (the "City") (collectively referred to as the "Parties").

RECITALS

- A. The Seller's business operation is located at 1538 North Blackstone Avenue, Fresno, California and operates across other parcels of land, identified as Assessor's Parcel Numbers ("APN's") 451-071-07, 451-071-08, 451-071-09, 451-071-10, 451-071-23, 451-071-25, 451-071-38 (the "Subject Property"), which is owned by Rocking Rail, LLC.
- B. The City has entered into an agreement with Rocking Rail, LLC to purchase the Subject Property, including 1538 North Blackstone Avenue for the Blackstone McKinley BNSF Grade Separation Project (the "Project").
- C. The City requires a portion of the Subject Property for Project purposes, and for public use in accordance with Sections 21080.13(a) of the California Public Resources Code, and 15282(g) of the (CEQA) Guidelines and is authorized to acquire said portion of the Subject Property pursuant to CCP 1240.010.
- D. The Seller made claim that the City's purchase of the Subject Property negatively impacts the Seller's business operation and would result in uneconomic operations should business continue. As a result, the Seller seeks to discontinue the business operations and requests that the City purchase all of its Improvements Pertaining to the Realty (the "IPR's"), with all business furniture, fixtures and equipment (the "FF&E's"), as well as the "Rolling Stock".
- E. The City agrees to purchase from the Seller and the Seller agrees to sell to the City all IPR's and business FF&E's and "Rolling Stock" as identified in the Bill of Sale attached hereto as Exhibit "A," and incorporated herein by reference (the "Business Assets").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective Parties, it is mutually agreed as follows:

1. **Location of Business Assets.** Seller's Business Assets, including all inventory, stock on hand, and Rolling Stock are located on the Subject Property as defined above.
2. **Title and Possession.** The Seller shall grant all of its rights, title, interests, and possession in and to the , the Business Assets and all inventory and stock on hand at the time of the Close of Escrow, to the City, free and clear of all liens, encumbrances, assessments, easements, occupancies, leases, taxes, and restrictions of record except as set forth in this Agreement. The Business Assets shall include all furniture, fixtures, equipment, and improvements otherwise omitted from the accompanying Exhibit "A."
3. **Purchase Price.** The City shall pay the Seller **TWO MILLION EIGHT HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED FIFTY NO/100 DOLLARS (\$2,872,250)** (the Purchase Price) as full and complete compensation and settlement of all of the Seller's claims with regard to the City's purchase of the Business Assets, and the inventory and stock on hand, inclusive of all payments for the IPR's pursuant to Article 3 of the California Code of Civil Procedure §1263.210, and inclusive of all claims of loss of business goodwill. The Parties acknowledge that the Seller has decided to sell all Business Assets at In-Place Value and will not be relocating the businesses, therefore, no payment of Relocation Assistance shall be due and payable. The Seller acknowledges and agrees that it is not entitled to additional compensation for any unlisted or outstanding claims, or furniture, fixtures, and equipment omitted from Exhibit "A."
4. **Waiver.** The Seller hereby waives and forever releases and discharges the City and its respective officials, officers, directors, consultants and employees from any and all claims, demands, causes of action, obligations, and liabilities of every kind and nature which relate to the City's acquisition of the interests conveyed to the City per the terms and provisions of this Agreement, including but not limited to pre-condemnation damage claims. It is further understood and agreed that each party hereby waives any and all rights under Section 1542 of the Civil Code of the State of California which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
5. **Effective Date.** The Effective date of this Agreement shall be upon its duly authorized execution by the City.
6. **Right to Sell.** The Seller represents and warrants that it holds free and clear title to all Business Assets being transferred to the City as part of this sale Agreement, that all such property is free of all liens and encumbrances, and that it has the authority to enter into this Agreement. The Seller shall provide an executed Bill of Sale and/or other legal transfer documents to transfer the ownership of all the Business Assets to the City upon the close of escrow. The Seller represents and

warrants that there are no businesses operating on the Subject Property other than Jet Black Logistics, Inc., California corporation doing business as E-Z Haul Ready Mix and Star Building Supplies. Seller further affirms that it has no rights, title and interests to the Subject Property, as a lessee of the Subject Property.

7. **Condemnation.** The Seller understands that the City has the power to acquire the Subject Property and IPR's located thereon for public purposes by eminent domain. If title does not pass to the City within the time provided by this Agreement, the City may begin eminent domain proceedings to acquire such possession or title. The Parties agree and stipulate that the net sum payable to the Seller hereunder shall be conclusively deemed to be the total just compensation in such proceedings, and this Agreement may be filed with the court as a stipulation upon which judgment may be entered in the eminent domain proceeding as to the just compensation to be paid to the Seller. The Seller waives all other defenses in said proceeding.
8. **Right of Possession.** It is agreed and confirmed by the City and the Seller that notwithstanding other provisions in this Agreement, the right of possession and use of the Subject Property by the City, including the right to remove and dispose of all Business Assets within the Subject Property, shall commence on the close of escrow. Seller further acknowledges and agrees that all business operations on the Subject Property shall cease on or before the close of escrow and all Business Assets shall be returned and located on the Subject Property at the close of escrow.
9. **Escrow Instructions.** The sale shall be completed through an Escrow to be opened at Tigor Title Company (the "Escrow Holder"). Said escrow shall be opened upon the following terms and conditions, and the Seller and the City by their signature to this Agreement agree upon the following terms and joint escrow instructions to the Escrow Holder:
 - a. **Purchase Price.** The City shall pay the Purchase Price in good funds through escrow, not later than the close of business on the day before the close of escrow. The Escrow Holder will forward to both the City and the Seller a separate accounting of all funds received and disbursed for each party, and copies of all signed and recorded documents deposited into escrow, with the recording and filing date and information endorsed thereon.

Payment of said sums, less the Seller's cost to clear title, if any, may be made to the Seller only when the Escrow Holder possesses and is in a position to deliver to the City a fully executed and acknowledged Bill of Sale for the Business Assets.

Any or all monies payable under this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by perfected lien(s) on title, if any, and all other amounts due and payable in accordance with the terms and conditions of said notes, shall, upon demand(s) be made payable to the lender(s) or beneficiary(ies) entitled thereunder; said lender (s) or beneficiary(ies) shall furnish the Seller with good and sufficient receipt showing said monies credited against the indebtedness secured by said perfected lien(s).

- b. **Feasibility Period.** The City shall have the right to examine the Business Assets for a period of up to thirty (30) days after the Parties have executed this Agreement (the "Feasibility Period"). The City, in its sole and absolute discretion, shall have the authority to waive all, or any portion of the Feasibility Period at any time prior to expiration of the Feasibility Period by providing written notice to the Escrow Holder and the Seller.
- i. **Access.** The City shall have the right to access the Subject Property and the Business Assets, at all times following execution of this Agreement by the Parties, for the purpose of conducting all inspections and evaluations of the Business Assets that the City elects to have performed, upon reasonable notice to the Seller.
- ii. **Feasibility Package.** The Seller shall deliver to the City a feasibility package within five days of execution of this Agreement. The following shall be included as due diligence in the package:
1. Any documents relating to special assessment or bonds,
 2. All known current litigation affecting the Business Assets and Subject Property,
 3. All documentation relating to outstanding perfected liens on title for the Rolling Stock or other Business Assets,
 4. Copies of all vehicle registrations and/or Certificates of Title for the Rolling Stock and any applicable Business Assets,
 5. All keys for Rolling Stock and related equipment,
 6. Copy of all fees paid, and
 5. All Plans and any history on repairs/maintenance.
- iii. **Expiration of Feasibility Period.** If the City has not given notice of termination and cancellation on or before the expiration of the Feasibility Period, the Parties shall move forward with the close of escrow. If, prior to the expiration of the Feasibility Period, the City discovers issues with the physical condition of the Business Assets that impacts the terms of this Agreement, and the City provides written notice to the Seller of such issues, the Parties agree to meet and confer in an attempt to reach an agreement with respect to such issues, which may include a reduction in the Purchase Price and/or an extension of the Feasibility Period for further inspection.
- iv. **Termination and Cancellation of Agreement.** If the City, in its sole and absolute discretion, decides to terminate and cancel this Agreement by timely delivery of a termination and cancellation notice on or before expiration of the Feasibility Period, any documents deposited into Escrow shall be immediately returned by the Escrow Holder to the depositing party, without the need for further instruction, notice, or demand from either party.

- c. **Conveyance of Title.** The Seller shall convey to the City ownership and possession of the Business Assets free and clear of all recorded and unrecorded liens, encumbrances, assessments, and leases.
- d. **Defects in Title.** The City reserves the right to accept title to the property interests to be acquired by the City herein subject to certain defects in any or all matters of record title. In consideration for the Seller receiving the total sum as stated in Paragraph 3, the undersigned the Seller covenants and agrees to indemnify and hold the City harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring which arise out of or are in connection with the foregoing defects in title to the Business Assets. The Seller's obligation herein to indemnify and hold harmless the City shall not exceed the amount paid to the Seller under specified in Paragraph 3.
- e. **Financial Liabilities.** It is understood that the Seller shall be responsible for the payment of all taxes, penalties, redemptions, lien clearances, and costs allocable to the Business Assets being transferred to the City as a part of this Agreement.
- f. **Destruction or Loss prior to Close of Escrow.** The risk of damages to or loss of improvements due to fire or other cause shall be the Seller's until title passes to the City at the close of escrow. In the event any of the Business Assets are destroyed or damaged prior to the close of escrow, the Purchase Price shall be adjusted in the amount that the fair market value is reduced by such loss or damage, such reduction to be determined by appraisal. The City shall select an appraiser therefor, and if the Seller does not agree to such appraiser, the Seller shall appoint an appraiser, and the two appraisers shall appoint a third appraiser. The finding of the appraiser, or if there are three appraisers, the finding joined in by two of the three appraisers shall be binding on both Parties and the sale shall be completed at the original escrow price less the reduction so fixed by appraisal. Notwithstanding the foregoing, if the cost of restoring the damaged improvement to a condition equal to its condition on date of this agreement exceeds ten (10) percent of the original Purchase Price of the Property, the City shall have the right to cancel the escrow, terminate this agreement, and recover any and all amounts paid to the Seller or to the Escrow Holder on account of the Purchase Price of the Business Assets. The Seller agrees to maintain any existing fire and/or casualty insurance on the Business Assets in force until the close of escrow.
- g. **Costs.** The escrow fee, cost of policy of title insurance, transfer fees, and recording fees (if any) shall be paid by the City.
- h. **Disbursement.** Disbursements of the Purchase Price shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

- i. **Close of Escrow.** The Close of Escrow for the purchase and sale of the Business Assets shall occur no later than January 31, 2025. The following Conditions of Sale must be met prior to the Close of Escrow:
 - i. The City's approval of contents of preliminary title report and exceptions, if any,
 - ii. No pending litigation against the Seller regarding any of the Business Assets and no notices of violation of law,
 - iii. The City's approval of physical inspection of the Business Assets,
 - iv. The City's completion, approval, or waiver of the Feasibility Study,
 - v. Approval of this Agreement by the City Council of the City of Fresno prior to execution by the City, and
 - vi. The Escrow Holder is in possession of a good and sufficient Bill of Sale and legal title transfer documents for all Business Assets
 - vii. Confirmation that the Business Assets match the Bill of Sale, and all Assets are onsite.

- 9. **Possession.** Full possession of the Business Assets shall be delivered to the City by the Seller at the Close of Escrow.

- 10. **Notices.** All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the Parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile if sent before 5:00 p.m. on a business day to the number set forth below with written confirmation of a successful transmission by the sender's facsimile machine; (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either Golden State Overnight, FedEx or United Parcel Service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the Parties to receive notices are as follows:

TO SELLER:	Jet Black Logistics, Inc. Attn: Thomas Tarlton 3562 S. Elm Avenue Fresno, CA 93706 Telephone: (559) 647-2312
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TO CITY:	CITY OF FRESNO Attention: Capital Projects Director 747 R Street, 2 nd Floor Fresno, CA 93721 Telephone: (559) 621-8880
TO ESCROW HOLDER:	TICOR TITLE Attention: Julie Factor 10000 Stockdale Hwy., #101 Bakersfield, CA 93311 Telephone: (661) 847-7000

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section, and that any person to be given notice receives such notice. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this section by delivering to the other party written notice in the manner set forth above.

11. **Miscellaneous Provisions:**

- a. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
- b. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. The venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement any rights and duties hereunder shall be Fresno, California.
- c. **Compliance with Laws.** The Parties shall implement this Agreement in accordance with all applicable Federal, State and City laws, ordinances and codes. Pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, the Parties shall comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

- d. **Headings.** The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.
- e. **Severability.** The provisions of this Agreement are severable. The invalidity, or unenforceability or any one provision in this Agreement shall not affect the other provisions.
- f. **Interpretation.** The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but rather by construing the terms in accordance with their generally accepted meaning.
- g. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- h. **Precedence of Documents.** In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment.
- i. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- j. **Exhibits and Attachments.** Each Exhibit and Attachment referenced herein is by such reference incorporated into and made a part of this Agreement for all purposes.
- k. **Extent of Agreement.** Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Seller.
- l. **Counterpart.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged by email or electronic facsimile and any email or electronic facsimile exchange of a Party's signature shall be deemed to be an original signature for all purposes.

12. **Indemnity.** The Seller shall indemnify, hold harmless, and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all liability, loss, fines, penalties, forfeitures, claims, expenses, and costs (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Seller, the City, or any other third party, from the inability or failure to use any remaining portion of the property not sold by the Seller. Costs or losses covered will include, without limitation, consultants, engineering, surveyors, attorney's fees, litigation expenses, and costs to enforce this agreement.
13. This section shall survive expiration or termination of this Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement at Fresno, California, on the Effective date of this Agreement as defined above.

CITY:
CITY OF FRESNO,
a California municipal corporation

SELLER:
Jet Black Logistics, Inc. a California Corporation

By: _____
Georgeanne A. White Date
City Manager

By: _____
Thomas O. Tarlton, Director

Date: 12/17/2024

~~Date:~~ _____

RECOMMENDED FOR APPROVAL:

By: _____
Clifton Wahlberg, Chief Executive Officer and Secretary

By: Nancy Bruno 12.18.24
Nancy Bruno
Supervising Real Estate Agent

Date: 12/17/2024

Date: _____

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____ 12/19/24
Kelsey A. Seib
Deputy City Attorney

Date: 12/19/24

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

Date: _____

Attachment:
Exhibit A – Bill of Sale-Business Assets

BILL OF SALE

For a valuable consideration to be paid and received within thirty (30) days of the date this Bill of Sale is executed AND the premises located at 1538 N. Blackstone Avenue and 1815 Home Avenue, Fresno, CA 93703 ("Premises"), is fully vacated, Jet Black Logistics, Inc., a California Corporation

(SELLER) hereby sells and conveys to CITY OF FRESNO (BUYER) its successors in interest, administrators and assigns, all those Improvements Pertaining to the Realty, business furniture fixtures and equipment located upon the Premises, whether listed or not listed on the attached Exhibit A, including the list of "Rolling Stock" also included on the attached Exhibit A.

Payment shall be made based upon the appraised In Place Value specified on the attached Exhibit A, totaling \$2,474,250.

Seller hereby represents and warrants that there are no other parties having any rights, title or interests in and to, nor any monetary liens against, the property being sold, and agrees to covenant, warrant and defend this sale of said property, goods and chattels against all and every person and persons claiming the same. The undersigned signatories warrant that he/she/they are authorized to represent and bind Seller to this sale and all provisions herein. By signature hereon, Seller sells, quitclaims, and forever releases all rights, title and interests in and to all property sold under this Bill of Sale, releasing and relinquishing all interests of Seller and any and all claims and interests of the signatories hereto . Seller shall also provide Buyer with "Pink Slips" transferring all vehicles listed in Exhibit A to City with full and sufficient information to complete DMV transfers.

Dated _____

SELLER: Jet Black Logistics, Inc.

By _____
Clifton Wahlberg, Chief Executive Officer/Secretary

By _____
Thomas O. Tarlton, Director

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____, Notary Public, personally

appeared Clifton Wahlberg, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, Notary Public, personally

appeared Thomas O. Tarlton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

This Bill of Sale is hereby acknowledged and accepted by Buyer.

Dated: _____

BUYER: City of Fresno

By _____
Name
Title

**EXHIBIT A
TO BILL OF SALE**

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
IMPROVEMENTS PERTAINING TO THE REALTY - ACQUISITION AREA
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
1	1	Wet mix/ dry mix concrete batch plant, manufacturer and model no. not available, dry- with 10 yard capacity, wet- with 1 yard capacity, consisting of:	\$450,000	\$293,000	\$80,000
	1	Feed hopper, 9' x 6' x 5', bottom feed, metal supports			
	1	Subterranean bunker, 10' x 7' x 16', concrete block walls and base, tubular metal safety rails			
	1	Hydraulic shaker bin, 4' x 2' x 30", sliding rails			
	1	Elevated conveyor, 50' long x 2' wide, HP unknown			
	1	Silo, 25-ton, AR500 steel, 40' high x 4.5" diameter pneumatic intake, with support structure, I-beam frame, plywood base enclosure, 10' x 18' x 10', 2 metal doors			
	1	Dust collection enclosure, 10' x 5' x 7', plywood, with 3 collection stations, 4' x 5' x 4' bags, 60 linear feet of 4.5" steel pipe to bags			
	1	Support structure/ platform, 9' x 5' x 9', 10" I-beam support, steel, 3' wide staircase, 5-step			
	1	Cement hopper scale, 3' diameter x 3' high, metal, with motor, HP unknown, 25 linear feet of 6" diameter pipe from silo			
	1	Wet cement mixer, 28-S Mixit, 1 yard mixer, 6' long x 6' diameter, HP unknown			
	1	Bucket elevator, 12' high x 3' wide x 2' deep, metal			
	1	Lot of water, compressed air and supplemental electrical, 240V			
	1	Air compressor, manufacturer and model no. not available, HP unknown			
2	72	Linear feet of bunker bin wall, 5' high, with 2' subterranean footing, 1,500 square feet, 6" thick concrete pad, concrete block, with rebar	21,000	14,700	0
3	2	Signs, 20' x 4', vinyl letters on sheet metal, "Star Building Supplies", metal frame supports, billboard mounted	7,400	5,175	0

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
 IMPROVEMENTS PERTAINING TO THE REALTY - ACQUISITION AREA
 EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
4	1	In-ground scale, 20' x 3' x 9', metal frame, concrete pad, Fairbanks beam, with electrical load beam, 40,000 lb. capacity, with Cardinal digital display	65,000	45,500	4,000
<u>Front Shop Building - 1538 Blackstone</u>					
5	128	Square feet of security window bars, tubular metal	4,025	2,825	0
6	1	Security door, 40" x 84", tubular metal, mesh backing	900	625	0
7	1	Security door, 36" x 80", tubular metal, mesh backing	800	550	0
8	1	Reception counter, 14' x 41" x 28", laminate on wood, open under shelving	2,600	1,825	0
9	910	Square feet of pegboard, painted wood	3,900	2,350	0
10	35	Linear feet of wall shelving, 12" deep, wood, metal brackets	650	450	30
11	1	Alarm system, Honeywell, consisting of: 1 Control panel 1 Code pad 4 Motion sensors 1 Door contact	1,000	700	0
12	1	Surveillance camera, manufacturer and model no. not available, including wall mount and cabling	400	275	25
13	1	Wall cabinet, 35" x 35" x 13", wood, 2-door	475	325	0

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
IMPROVEMENTS PERTAINING TO THE REALTY - ACQUISITION AREA
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
<u>Acquisition Area - Stucco Manufacturing Building</u>					
14	3	Sand storage silos, 2- 24-ton, 1- 36-ton, AR500 steel, bottom feed, including 1 bucket elevator, 30' high, 24" wide x 12" deep, metal enclosure, 1 subterranean bunker, 6' x 3' x 4.5", 5" thick walls, concrete, 1 hopper feed, 5' x 2' x 2.5', steel, 3 silo feeds, 6" diameter, 10' to 15' long, manual control, 1 support pad, 32' x 12', 8" deep (estimate)	189,000	123,000	30,000
15	1	Stucco/ plaster processing facility, consisting of: 60 Linear feet of sand conveyor, 8" wide, rubber belt, metal frame, HP of motor unknown 30 Linear feet of elevated conveyor, 9" wide, rubber, metal frame, HP unknown 1 Subterranean sand overflow bunker, 9' x 4' x 9', 5.5" thick concrete walls 782 Square feet of elevated platform/ work structure, 44" high, heavy wood supports 1 Staircase, 38" wide, metal, 4-step, expanded metal, tubular metal rail 1 Bagger/ bin, 42" x 48" x 42", metal 1 Elevator bucket, 18' high, 24" x 12", metal 1 Mixer bin, 6' x 42" x 30", blades/ motor HP unknown 1 Upper platform, 12' x 12', with staircase, 36" wide, 15-step, wood construction 1 Hopper/ scale to bagger, 7' x 5' x 3', metal, bottom feed 1 Bagger, Turmac, Division of Columbia, 30" x 52" x 46", with electrical box, 450 bag per day capacity 1 Lot of pneumatic air piping and supplemental electrical	216,000	140,000	10,500
16	1	Cement silo, 25 ton, steel, bottom feed, with 18 linear feet of auger conveyor, 12" diameter, electrical	49,000	32,000	11,000
17	1	Bagger, Columbia, model no. not available, with top mounted hopper, 4' x 30" x 4', 3' x 5' x 4' overall, electrical	18,000	11,700	2,000

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
IMPROVEMENTS PERTAINING TO THE REALTY - ACQUISITION AREA
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
18	1	Dust collector, Turit, model no. not available, 6' x 17' x 4', including 52 linear feet of 14" metal ducting to hood at Stucco plant, 6' x 4' x 30", metal, electrical	43,000	28,000	5,000
19	24	Linear feet of elevated metal catwalk, 30" wide, expanded metal top and railings	5,425	3,800	0
20	14	Linear feet of elevated metal catwalk, 48" wide, expanded metal top and railings	3,775	2,650	0
21	1	Built-in shelf, 25' wide x 16" deep, wood construction	550	375	0
22	25	Linear feet of wall shelving, 24" deep, plywood on wood	650	450	0
23	5,500	(Estimate) Square feet on concrete driveway/hardscape (North of Stucco Building), assumed to be 4" thick	40,500	30,500	0
<u>P-38 Exterior</u>					
24	14,400	(Estimate) of concrete driveway hardscape (East of Stucco Building & North of E. Home), assumed to be 4" thick	106,000	80,000	0
25	1	Above-ground propane tank, capacity unknown, including perimeter barrier, 37 linear feet of I-beam, 5" high, 10 bollards, concrete filled, 170 square feet of concrete foundation	13,000	9,100	750
26	1	Concrete barrier, (outside P-38), consisting of: 114 Linear feet of ecology blocks, 4' x 2' blocks. 3-tier 62 Linear feet of cement wall, 8" thick, 68" high 5,320 Square feet of concrete foundation	58,250	40,775	400
27	48	Linear feet of built-in pallet rack, 12' high, 44" deep, 2- to 3-tier	8,425	5,900	750

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
 IMPROVEMENTS PERTAINING TO THE REALTY - ACQUISITION AREA
 EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
		<u>P-25</u>			
28	1	Material storage bunkers, (outside scale house), consisting of:	122,000	85,000	125
		50 Linear feet of back wall, 12" thick, 6' high, cement			
		46 Linear feet of cement wall, 6" thick, 6' high			
		50 Linear feet of ecology block, 4' x 2' blocks, 2-tier			
		9 Back wall cement supports, 12" diameter, 5' high			
		72 Linear feet of back wall, 6" thick, 66" high, cement			
		126 Linear feet of cement wall, 6" thick, 4' high			
		38 Linear feet of back wall, 6" thick, 4' high, cement			
		10,000 (Estimate) of concrete driveway and material bunker pad, 4" thick, reinforced			
TOTAL IMPROVEMENTS PERTAINING TO THE REALTY - ACQUISITION AREA			\$1,431,725	\$961,550	\$144,580

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
IMPROVEMENTS PERTAINING TO THE REALTY - REMAINDER
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
<u>1541 (Office)</u>					
29	1	Security system, consisting of: 2 Motion sensors 1 Door contact 1 Keypad, Honeywell	\$900	\$640	\$50
30	7	Linear feet of wall cabinetry, 30" high, laminate, 5-door, 12" deep	1,450	1,020	50
31	7	Linear feet of base cabinetry, 3' high x 26" deep, laminate, 5-door, 2-drawer, faux marble top, including sink, 32" x 22", stainless steel, 2-compartment, 6" deep, single mixing faucet, with plumbing	3,900	2,740	0
32	1	Security door, 3' x 80", tubular metal, mesh backing	700	500	0
33	76	Square feet of window security bars, tubular metal	2,400	1,680	0
34	1	Through-wall air conditioning unit, Gree, Model no.: NE024HP230V1A0	800	560	25
35	1	Built-in canopy, 10' x 18', tubular metal supports, 8' high, corrugated metal roof	3,850	2,700	250
<u>Maintenance Shop - Jet Black Logistics, Inc.</u>					
36	3	Surveillance cameras, manufacturer and model no. not available, including wiring to DVR	1,325	925	75
37	1	Air compressor, Manchester Tank, Catalog no.: 38068, 86 gallon, 700 PSI, including safety switch (Speedair)	3,575	2,500	0
38	1	Built-in canopy, 50" x 75" x 52", tubular metal, corrugated metal panel roof	625	450	0
39	1	Eye wash station, Speakman, model no. not available, 12" diameter, plastic, dual nozzle, plumbing	1,300	900	60

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
IMPROVEMENTS PERTAINING TO THE REALTY - REMAINDER
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
40	1	Installation for air compressor, including safety switch and conduit	800	550	0
41	1	Built-in canopy, 77" x 53', wood construction, corrugated metal panel roof	7,900	5,525	0
42	54	Linear feet of upper storage deck, 48" deep, plywood on wood	1,900	1,340	0
43	1	Hose reel, manufacturer and model no. not available, 20" diameter, wall-mounted	300	220	25
44	1	Security system, consisting of: 5 Roll-up door contacts 1 Door contact 1 Keypad	1,200	840	0
45	1	Air compressor installation, including 1 safety switch, Eaton, model no. not available, 30 amp	900	640	0
46	1	Canopy, 5' x 7' x 4', wood construction, corrugated sheet metal panel roof	800	560	0
47	1	Canopy, 10' x 8' x 6', wood, construction, corrugated sheet metal panel roof	1,500	1,060	0
48	1	Built-in shed, 9' x 9' x 9', wood construction, corrugated sheet metal panel sides and roof	1,500	1,060	250
49	1	Built-in enclosure, 16' x 8' x 30', tubular metal frame, rebar fence, including 2 gates, 8' x 8', tubular metal, rebar fence	3,000	2,100	0
50	150	Linear feet of air hose, 1/2" hose, PVC, including quick connect	2,450	1,725	
51	1	Heater, Reznor, Model no.: V3T Core 2, including electrical and gas connection	2,400	1,675	0
52	60	Linear feet of wall shelving, 11" deep, laminate, including metal brackets	1,125	800	0

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
IMPROVEMENTS PERTAINING TO THE REALTY - REMAINDER
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
<u>Acrylic Shop</u>					
53	37	Linear feet of pegboard wall, 8' high	1,625	1,150	0
54	123	Square feet of pegboard wall	475	325	0
55	1	Security cameras, dome style, manufacturer and model no. not available	400	275	25
56	1	Janitorial sink, 2' x 2', plastic, 15" deep, single mixing faucet, stainless steel, including plumbing	800	550	0
57	1	Through-wall air conditioner, Energy Star, model no. not available, 19" x 13"	800	550	0
58	12	Linear feet of built-in wall shelving, 24" deep, wood	350	250	0
59	15	Linear feet of built-in wall shelving, 36" deep, wood	525	375	0
60	15	Linear feet of built-in wall shelving, 12" deep, laminate	275	200	0
61	32	Square feet of window security bars, tubular metal	1,000	700	0
62	1	Concrete barrier, (outside acrylic), consisting of: 160 Linear feet of ecology blocks, 4' x 2' blocks, 3-tier 1,736 Square feet of concrete foundation, 6" deep	19,050	13,325	0
63	1	Concrete barrier, (next to built-in canopy), consisting of: 70 Linear feet of ecology blocks, 4' x 2' blocks, 3-tier 1,200 Square feet of concrete foundation, 6" deep	11,500	8,050	0
64	1	Concrete barrier, (next to P-38, remainder side), consisting of: 83 Linear feet of ecology blocks, 4' x 2' blocks, 3-tier 2,400 Square feet of concrete foundation, 6" deep	20,600	14,425	0
<u>Outside Maintenance Shop</u>					
65	630	Square feet of concrete foundation, 6" thick	4,500	3,150	0

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
IMPROVEMENTS PERTAINING TO THE REALTY - REMAINDER
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
66	1	Fuel cube drying canopy, 14' x 35', 10' high, cement supports, 3' high x 10" diameter, wood uprights, 4" diameter x 7' high	5,000	3,500	0
67	1	Concrete barrier, (next to office), consisting of: 328 Linear feet of ecology block, 4' x 2' blocks, 3-tier 1,960 Square feet of concrete foundation, 6" deep	27,500	19,250	0
<u>1531-NB-R Jet Black Logistics, Inc.</u>					
68	1	Service counter, 10' x 4' x 3', wood base, 2-drawer, 2-shelf, laminate top	2,600	1,825	0
69	1	Security system, consisting of: 3 Motion sensors 1 Window break 2 Roll-up door contacts 1 Door contact 1 Keypad 1 Horn	1,650	1,150	0
70	101	Linear feet of pallet rack, 10' high, 40" deep, I-beam construction, 5" x 2" beams, 2-tier	17,700	12,400	1,500
71	60	Linear feet of inventory rack, 10' high, 40" deep, I-beam construction, 5' x 2" beams, tubular metal uprights	6,050	4,225	600
72	1	Corner mirror, 24" diameter, metal, wall-mounted	150	100	25
73	3	Surveillance cameras, manufacturer and model no. not available, including wiring to DVR	1,000	700	75
74	1	Flagpole, 9' high, 2" diameter, metal	750	525	0
75	84	Square feet of security window bars, metal mesh	2,625	1,825	0
76	1	Water tank, 4,000 gallon, Fiberglass wrapped metal	9,000	3,600	0
TOTAL IMPROVEMENTS PERTAINING TO THE REALTY - REMAINDER			\$182,525	\$125,135	\$3,010

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
MOVABLE EQUIPMENT - ACQUISITION AREA
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
<u>1538 N. Blackstone Front Building</u>					
77	1	Lateral file cabinet, 36" wide, metal, 2-drawer	\$620	\$215	\$60
78	5	File cabinets, letter size, metal, 2-drawer	1,375	480	140
79	1	Microwave, Hamilton Beach, 700 watt	60	20	5
80	1	Task chair, plastic, vinyl seat and back	160	55	15
81	1	Snack/ soda vending machine, 30" x 6' x 3', 20-snack, 4 cold drinks, coin and bill acceptor	4,180	1,465	420
82	1	Portable cooler, Black & Decker, Model no.: BPACT12WT	440	155	45
83	2	Task stools, metal, vinyl and fabric seats, mesh backs	185	65	20
84	1	Desk telephone, Yealink, Model no.: SIP-T53	120	40	10
85	1	Desk fan, Honeywell, 12"	40	15	5
86	1	All-in-one machine, HP, Model no.: Officejet Pro 9015	255	90	25
87	1	Printing calculator, Sharp, Model no.: EL-1197PIII	100	35	10
88	1	Credit card terminal, Pax, Model no.: S90 3G	495	175	50
89	1	Computer, Dell, Model no.: OptiPlex 3020, with monitor, keyboard and mouse	1,175	410	120
90	1	Truck scale display, Cardinal, Model no.: 225 Navigator, digital display, with receipt printer, Epson, Model no.: TMU-295	2,025	710	205
91	1	Router, D-Link, Model no.: DGS-1010MP	160	55	15
92	1	Side-by-side refrigerator, GE, 36" x 69" x 32", with ice and water dispenser	1,650	580	165

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
 MOVABLE EQUIPMENT - ACQUISITION AREA
 EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
93	1	Desk, 60" x 30", laminate, double pedestal	290	100	30
94	1	Fire extinguisher, Amerex, 10 lb.	115	40	10
95	1	First aid kit, Zee, 19" x 16" x 16"	195	70	20
96	1	Time clock, Atomic Scale, model no. not available	250	90	25
97	1	Shelf, 31" x 80" x 30", laminate, 4-tier	105	35	10
<u>Stucco Area</u>					
98	80	Linear feet of pallet rack, 12' high x 42" deep, 2-tier	7,645	2,675	765
99	3	Wheelbarrows, metal, wood handles, casters	490	170	50
100	4	Shop fans, Central Machinery, 30" diameter, with base	865	305	85
101	1	Forklift, Nissan, 50 Nissan, propane run, 3-mast system	As is	7,500	3,000
102	1	Platform scale, 47" x 47", metal, with digital display, Worldweigh, Model: BWS	1,045	365	105
103	2	Fire extinguishers, Badger, 5 lb., wall-mounted	215	75	20
104	1	Pallet jack, Haulmaster, model no. not available, 2.5 ton capacity	435	150	45
105	1	Hand truck, manufacturer and model no. not available, metal	165	60	15
106	1	Corkboard, 3' x 4', wood trim, wall-mounted	45	15	5
107	1	Scale, AND, Model no.: FG-60KAM	495	175	50
108	1	First aid kit, 15" x 11", metal, wall-mounted	90	30	10

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
 MOVABLE EQUIPMENT - ACQUISITION AREA
 EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
<u>P-38</u>					
109	32	Linear feet of pallet racks, 18' high, 45" deep, 2-tier	4,800	1,680	480
110	1	Fire extinguisher, 5 lb., wall-mounted	110	40	10
111	1	Rolling ladder, Cotterman, 30" wide steps, 7-step	640	225	65
112	1	Sand bagging machine, 6' x 9' x 6', tubular metal, manual operation	9,900	3,465	990
113	1	Shop fan, Central Machinery, 30" diameter	215	75	20
114	1	Spring table, Global Industrial, model no. not available, 4' diameter	1,755	615	175
115	6	Banner flags, tubular metal, 12' high	330	115	35
TOTAL MOVABLE EQUIPMENT - ACQUISITION AREA			\$43,235 *	\$22,635	\$7,330

(*Does not include assets valued "As is")

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
 MOVABLE EQUIPMENT - REMAINDER
 EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
<u>1541 (Office)</u>					
116	1	Landline telephone, Yealink, model no. not available	\$120	\$40	\$10
117	2	Whiteboards, 3' x 2', laminate trim, wall-mounted	130	45	15
118	1	Desk, 5' x 30", laminate, metal legs	230	80	25
119	1	Desk, 54" x 28", laminate, metal legs, adjustable height, electric	475	165	50
120	1	Desk, 30" x 30", laminate, metal legs	160	55	15
121	1	Desk, 5' x 3', wood, glass top, 7-drawer	725	255	75
122	1	Computer, manufacturer and model no. not available, custom, including 2 monitors, LG, 3', curved monitor, and Acer, 2' monitor, keyboard and wireless mouse	2,475	745	250
123	1	File cabinet, legal size, metal, 4-drawer	475	165	50
124	1	File cabinet, legal size, wood, 4-drawer	380	135	40
125	1	Table, 5' diameter, laminate	265	95	25
126	1	Flat screen television, Sceptre, 40", wall-mounted	165	60	15
127	1	Safe, Centurion Commercial Safe, 18" x 18" x 20", keypad entry	510	180	50
128	1	Workout bike, Exerpeutic, model no. not available	105	35	10
129	1	Weight rack, including weights, 10 lb. to 30 lb.	250	90	25
130	2	Weight floor mats, 4' x 6', rubber	145	50	15
131	1	Table, 6' x 30", plastic, metal folding legs	125	45	15
132	1	Door pull-up bar, Iron Gym	35	10	5

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
MOVABLE EQUIPMENT - REMAINDER
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
133	1	Fire extinguisher, 10 lb., wall-mounted	115	40	10
134	3	Bookcases, 25" x 32" x 12", laminate, 3-tier	415	145	40
135	1	Trash can, 50 gallon, plastic	25	10	5
136	5	Office chairs, leather seats, mesh backs, plastic frame,	690	240	70
137	1	Microwave, manufacturer and model no. not available, plastic facia	125	45	15
138	1	First aid kit, 15" x 11", metal, wall-mounted	90	30	10
139	1	Refrigerator, Frigidaire, Model no.: FFTR1814TWG	615	215	60
140	1	Pegboard, 3' x 2', aluminum trim, wall-mounted	50	20	5
141	1	Whiteboard, 4' x 3', aluminum trim, wall-mounted	55	20	5
142	1	3-D printer, Endev, model no. not available	210	75	20
143	1	Paper shredder, Ativa, 12-sheet	640	225	65
144	1	Office chair, mesh seat and back, plastic frame, casters	140	50	15
145	1	Printer, Brother, Model no.: HL-L2340DW	275	95	30
146	1	Printer, Brother, Model no.: ADS-3300W	360	125	35
<u>Maintenance Shop</u>					
147	1	Forklift, Aerial Platform, Uline, Model no.: H-2772	1,240	435	125
148	1	Log splitter, Champion Power Equipment, 34-ton	2,090	730	210
149	1	Ladder, 8', aluminum	130	45	15
150	1	Desk, 5' x 25", laminate, 2-drawer, 1 door	200	70	20

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
 MOVABLE EQUIPMENT - REMAINDER
 EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
151	2	File cabinets, letter size, metal, 4-drawer	760	265	75
152	1	Trailer dolly, Haulmaster, 600 lb. capacity	70	25	5
153	1	Generator, Predator, Model no.: Predator 9000	965	340	95
154	1	Oil catch bin, 46" x 46" x 40", tubular metal, plastic fascia	275	95	30
155	1	Oil drum hand pump, metal	40	15	5
156	2	Storage boxes, 3' x 19" x 18", metal	130	45	15
157	1	Shop vacuum, Craftsman, 5 gallon	110	40	10
158	1	Welding machine, Miller, Two Fifty AC, with casters	1,925	675	195
159	2	Storage racks, 4' x 7' x 12", tubular metal, plywood decks, 6-tier	420	145	40
160	2	Whiteboards, 3' x 2', aluminum trim, wall-mounted	110	40	10
161	1	Pegboard, 3' x 2', aluminum trim, wall-mounted	60	20	5
162	3	Fire extinguishers, Amerex, 10 lb., wall-mounted	345	120	35
163	1	Desk chair, vinyl seat and back, wood frame, casters	140	50	15
164	2	Desk chairs, vinyl seats and backs, plastic frame, casters	275	95	30
165	1	Storage box, 15" x 28" x 18", metal, opening lid, lower tier, casters	85	30	10
166	1	Desk, 5' x 30", laminate top, metal base, 5-drawer	290	100	30
167	1	Storage box, 25" x 28" x 19", metal, 2-door, casters	95	35	10
168	1	First aid kit, 15" x 11", metal, wall-mounted	90	30	10
169	1	Paper organizer, 12" x 21", metal, 5 angled tiers	30	10	5

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
MOVABLE EQUIPMENT - REMAINDER
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
170	2	Storage racks, 3' x 6' x 2', tubular metal, metal decks, 5-tier	440	155	45
171	3	Tool chests, 20" x 15" x 16"	280	100	30
172	1	Allonge extension, Curt, 34" extension	185	65	20
173	3	Low profile axle jacks, 22-ton capacity	2,100	735	210
174	1	Infrared oil heater, Val 6, electric	2,745	960	275
175	1	Oil cart/ pull, 27" x 42", plastic, casters	360	125	35
176	1	Grinder/ polisher, Steel Grip, 8"	175	60	20
177	1	Table saw, DeWalt, model no. not available	385	135	40
178	1	Vise, 8", table mounted	450	160	45
179	2	Dollies, metal, 52" high	285	100	30
180	1	Flammable cabinet, Eagle, Model no.: P1-32LEGS	1,665	585	165
181	1	Toolbox, 31" x 16" x 17", metal, 9-drawer, opening lid	495	175	50
182	1	Small parts tool cubby, 12" x 17" x 6", plastic, 45-drawer	285	100	30
183	1	File cabinet, legal size, metal, 5-drawer	645	225	65
184	1	Shop fan, Central Machinery, 30" diameter, with base	175	60	20
185	1	Oxy-acetylene welding cart, metal, casters, with 2 tanks and hoses	1,200	420	120
186	2	Floor jacks, metal, capacity unknown	530	185	55
187	1	Heat gun, manufacturer and model no. not available	40	15	5
188	1	Toolbox, Craftsman, 12-drawer, with upper hutch, 27" x 52" x 18", casters	1,165	410	115

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
MOVABLE EQUIPMENT - REMAINDER
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
189	1	Toolbox, Chicago, 27" x 32" x 20", metal, 4-drawer	580	205	60
190	1	Toolbox, Craftsman, 27" x 52" x 18", 13-drawer, opening top, with upper hutch, casters	1,165	410	115
191	1	Extension ladder, Werner, 8', Fiberglass	210	75	20
192	1	Drill press, Central Machinery, 5-speed bench drill press	330	115	35
193	1	Power supply, Hypertherm, Model no.: Powermax 45	2,750	960	275
194	1	Wire welder, Miller, Model no.: Millermatic 210, with tank	3,625	1,270	365
195	1	Welder, Miller, Model no.: Millermatic 211	2,130	745	215
196	4	Small parts cubbies, 34" x 24" x 12", metal, 40-cubby	185	65	20
197	1	Mobile evaporative cooler, Intertek, Model no.: MC92	1,540	540	155
198	1	Tool chest, Homak, 45" x 35" x 21", metal, opening lid, with under tier	305	105	30
199	1	Step platform, Franklin, 40", metal	105	35	10
200	1	Stepladder, 3-step, aluminum	65	25	5
201	1	Drill press, Chicago Machine Tools, Model no.: I-17	1,800	630	180
202	1	Oil drum dolly, metal, with pump	340	120	35
203	1	Engine starter, SA, Model no.: US20	415	145	40
204	2	Mechanic's creepers, metal frame, leather pad, casters	175	60	20
205	1	Pressure washer, John Deere, 3,800 PSI, 4.0 GPM	825	290	85
206	1	Steam cleaning cart, Alkata Cleaning System, Model no.: 216X4	6,245	2,185	625

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
MOVABLE EQUIPMENT - REMAINDER
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
207	1	Utility cart, 30" x 32" x 16", metal, 3-tier, casters	185	65	20
208	1	Arc welder, Lincoln Electric, Model no.: Ac-225-S	475	165	50
209	7	Jack stands, capacity unknown, sizes vary	615	215	60
210	1	Work table, 4' x 4', metal, 1 lower tier	605	210	60
211	1	Work table, 3' x 30", metal, with casters	480	170	50
212	1	Drill press frame, 27" x 62", metal	165	60	15
213	2	A-frame racks, West, 2,000 lb. capacity, 5' x 67", tubular metal	475	165	50
214	1	Storage container, 8' x 115" x 21', metal, single side door	As is	1,200	400
215	2	A-frame racks, 40" x 40", tubular metal	385	135	40
216	1	Lot of hand and power tools, including but not limited to wrenches, pliers, screwdrivers, hoses, welding masks, bolt cutters, pneumatic air hammers, saws, heat guns, and drill bits	10,000	3,000	1,000
217	1	Refrigerant recovery system, Robinair, Model no.: 34788NI	5,820	2,035	580
218	1	Work table, 4' x 3', metal	250	90	25
219	1	Fuel cube, 90" x 41" x 86", vendor owned, not appraised	---	---	---
220	1	Air compressor, manufacturer and model no. not available, 80 gallon, horizontal, HP N/A	3,375	1,180	350
221	1	Air compressor, Quincy Compressor, Model no.: QT-5 vertical, including 2 holding tanks, 80 gallon	4,800	1,680	450

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
MOVABLE EQUIPMENT - REMAINDER
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
<u>Acrylic Shop</u>					
220	1	Acrylic tinter, Fluid Management, Accutinter 7000	As is	1,750	500
221	1	Computer, Dell, Model no.: OptiPlex 360, including monitor, Philips, 21", keyboard and mouse	1,460	510	145
222	1	Acrylic mixer, Hero, Model no.: S2300 Trimix	10,000	4,500	1,000
223	2	Desk chairs, mesh seats and backs, plastic frame	275	95	30
224	1	Desk chair, mesh seat and back, metal frame	140	50	15
225	1	Desk, 4' x 30", metal, with 2 upper shelves, 18" deep	210	75	20
226	1	Desk file cabinet, 16" x 28" x 20", plastic, 2-drawer	95	35	10
227	1	Pegboard, 6' x 4', aluminum trim, wall-mounted	70	25	5
228	1	Fan, Central Machinery, 30" diameter, pedestal base	175	60	20
229	1	Desk, 43" x 18", laminate, metal frame	120	40	10
230	1	Table, 80" x 41" x 2', stainless steel, 1 lower tier, with backsplash, 9" high	900	315	90
231	1	Whiteboard, 3' x 2', aluminum trim, wall-mounted	60	20	5
<u>1531-NB-R Jet Black Logistic, Inc.</u>					
232	2	Storage racks, 3' x 6' x 14", metal, metal wire shelf, 7-tier	440	155	45
234	4	Chairs, 16" x 30" x 20", tubular metal, plastic seat	200	70	20
235	1	Fan, Pelonis, model no. not available, 46" high, 18"	85	30	10
236	1	Storage rack, 36" x 75" x 12", metal, metal decks, 13-tier	435	150	45
237	12	Bins, 11" x 11", plastic	105	35	10

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
 MOVABLE EQUIPMENT - REMAINDER
 EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
238	1	Microwave, Sunbeam, model no. not available	85	30	10
240	1	Corner table, 20" x 24" x 16", laminate, metal frame, 2-tier	45	15	5
241	1	iPad, Apple, model no. not available, including case and wall mount	385	135	40
242	1	Coin counter, Cassida, Model no.: C200	295	105	30
243	2	Cash boxes, 16" wide, metal	230	80	25
244	1	Bluetooth headset, Plantronics, model no. not available	185	65	20
246	1	Computer, Dell, Model no.: OptiPlex 3060, including monitor, Acer, Model no.: G235H	1,200	360	120
247	2	Credit card processors, PAX, Model no.: S300	560	195	55
248	3	Office telephones, Yealink, Model no.: SIP-T53	365	130	35
249	1	Printer, Brother, Model no.: MFC-L5850DW	550	195	55
250	1	Receipt printer, Future PRNT, Model no.: TSP100	450	160	45
252	1	Computer, Dell, Model no.: OptiPlex 3050, including monitor, Acer, Model no.: B246HL	900	270	90
253	1	Scanner, Brother, Model no.: ADS-2200	365	130	35
254	1	Desk, 60" wide, 4-drawer, 1 door	285	100	30
255	1	Desk, 60" wide, adjustable height	475	165	50
256	2	Office chairs, metal, mesh seats and back rests	310	110	30
258	1	Laptop, Lenovo, Model: Flex S, including monitor, Phillips, Model no.: 328E, 32"	1,300	390	130

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
 MOVABLE EQUIPMENT - REMAINDER
 EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
259	3	Whiteboards, 4' x 3', metal trim, wall-mounted	235	80	25
260	1	Desk, 64", laminate	175	60	20
261	1	Corkboard, 6' x 3', metal trim, wall-mounted	80	30	10
262	1	Bookshelf, 32" x 80" x 11", laminate, 6-tier	290	100	30
264	1	Desk, 6' wide, wood, 10-drawer	900	315	90
265	1	Computer, Dell, Model no.: OptiPlex 3020, including 2 monitors, Acer, Model no.: 8246HL, 32"	850	255	85
266	1	Ladder, Werner, model no. not available, 6' high, extra heavy duty	175	60	20
267	3	Storage racks, 4' x 6' x 2', metal, laminate deck, 5-tier	240	85	25
268	1	Pallet rack, 96" x 76" x 42", metal, plywood deck, 3-tier	615	215	60
270	1	Fire extinguisher, Amerex, model no. not available, 10 lb.	120	40	10
271	1	Pallet rack, 96" x 112" x 42", metal uprights, plywood decks, 4-tier	695	245	70
272	1	Forklift, Komatsu, Model no.: FG25T-15	As is	5,700	2,200
273	1	Wall clock, Acu-Rite, model no. not available, 17" x 8"	40	15	5
274	1	Paper shredder, Fellowes, Model no.: 79ci	220	75	20
276	1	Curtain, 5' x 8', plastic slats, 8" wide	105	35	10
277	2	File cabinets, legal size, 2-drawer	600	210	60
278	1	Refrigerator, Frigidaire, Model no.: FFTR1814TWG	745	260	75
279	7	File cabinets, Hon, model no. not available, legal size, 4-drawer	3,465	1,215	345

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
MOVABLE EQUIPMENT - REMAINDER
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
280	2	Utility carts, Gorilla Carts, model no. not available, 4 cubic feet, steel	350	125	35
281	1	Safe, Hollon, model no. not available, 14" x 20" x 14", steel, with deposit door	640	225	65
282	1	End table, 16" x 20" x 16", laminate	105	35	10
283	1	Firewall, Sonic Wall, Model no.: TZ350	525	185	55
284	1	Modem, Arris, Model no.: TM804	165	60	15
285	1	DVR, Alhua, model no. not available, 16-channel	1,450	505	145
286	1	Network switch, Netgear, Model no.: G85324TP	295	105	30
287	2	Vertical file cabinets, 36" x 29" x 18", metal, 2-drawer	480	170	50
288	1	Printer, HP, Model no.: LaserJet Pro MFP-M521dn	685	240	70
289	1	Safe, Canon, model no. not available, 35" x 57" x 20", metal, with keypad	1,430	500	145
290	1	Paper shredder, Bonsaii, model no. not available	120	40	10
291	1	Bill counter, Safescan, model no. not available	330	115	35
292	1	Rolling safety ladder, 24" wide steps, gray steel, 10-step	420	145	40
293	1	Pallet jack, Mitsubishi, model no. not available, 5,000 lb. capacity	550	195	55
294	56	Linear feet of pallet rack, 12' high, 44" deep, metal construction, plywood deck, 2- to 6-tier	5,040	1,765	505
295	3	Bucket shelves, 5' x 41" x 12", wood construction. 2-tier, 8-bucket holder	1,020	355	100
296	1	Liquid tote, Shutz, model no. not available, 300 gallon	420	145	40

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
MOVABLE EQUIPMENT - REMAINDER
EFFECTIVE DATE OF VALUE - MARCH 9, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
<u>1531 Outside Jet Black Logistics</u>					
297	1	Forklift, Toyota, model no.: 25, including propane tank	As is	4,500	2,000
298	16	Linear feet of conveyor, 24" wide, 36" high, metal	1,195	420	120
299	1	Parts washer, Chicago Electric, model no. not available, 20 gallon	As is	155	55
300	3	Work tables, 10' x 31" x 36", steel construction	975	340	100
301	1	Dump body, 8' x 54" x 15', metal	As is	600	250
302	1	Lot of metal concrete molds, various shapes and sizes, in storage, not appraised	---	---	---
303	1	Box truck, Todco, model no. not available, 8' x 10' x 16'/container	As is	1,000	350
304	1	Loader, Case, Model no.: 570 MXT, 3009 hours	As is	35,000	14,000
305	1	Sweeper, Armadillo, Model no.: not available	As is	12,000	4,500
306	1	Reach lift, Genie, Model no.: 5519-GTH, 1328 hours	As is	40,000	15,000
307	1	Wheel loader, Volvo, Model no.: L50G, Serial no.: 2420136, 9204 hours	As is	55,000	20,000
308	3	Concrete trailers, Cart-Away, Model: Roto Mixer, 1 - yard capacity	114,500	57,250	20,000
309	15	Concrete "Buggy" style concrete trailers, Cart-Away, Model: ST-125 (comparable model), 1 yard capacity	289,250	101,250	49,250
TOTAL MOVABLE EQUIPMENT - REMAINDER			<u>\$536,725</u> *	<u>\$362,130</u>	<u>\$141,865</u>

(*Does not include assets valued "As is")

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
 MOVABLE EQUIPMENT AND ROLLING STOCK
 EFFECTIVE DATE OF VALUE - SEPTEMBER 30, 2024

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
1	1	Truck, Freightliner, 2017, Model no.: Cascadia 132, VIN: 3AKJGHDV1HSHR4635, 527,548 miles, Vehicle Id# 1	As is	\$23,250	\$15,100
2	1	Trailer, Dorsey, 2021, flatbed trailer, 48' long, Vehicle Id# 1-A	As is	23,500	15,280
3	1	Truck, Peterbuilt, 2016, Model no.: 567 Custom, VIN: 1NPCL49X3GD347717, 296,464 miles, Vehicle Id# 14, with trailer, Rogue Trailer, 2006, Model: TRL #14-A, Id# 14-A	As is	164,000	107,000
4	1	Truck, Peterbuilt, 2017, Model no.: 567 Custom, VIN: 1NPCL49XXHD413276, 210,774 miles, Vehicle Id# 16, with trailer, West Coast, 2015, Model: TRL #16-A, Id# 16-A	As is	169,000	110,000
5	1	Truck, Freightliner, 2015, Model no.: Coronado 122 Custom, VIN: 3ALHGNDV7FDGL3278, 379,386 miles, Vehicle Id# 21, with trailer, Rogue Trailer, 2015, Model: TRL #21-A, Id# 21-A	As is	145,000	94,500
6	1	Dump truck, Isuzu, 2016, VIN: 54DC4W186G5806861, Model no.: NPR HD 10 Custom, 70,638 miles, Vehicle Id# 3	As is	40,250	26,250
7	1	Trailer, Econonline, 2004, 7-ton tilt, Vehicle Id# 3-A	As is	7,700	5,000
8	1	Truck, Peterbuilt, 2013, Model no.: 389 Custom, VIN: 1XPWD49X1DD187154, 312,195 miles, Vehicle Id# 45, with trailer, Reliance, 2008, transfer trailer, Vehicle Id# 45-A	As is	130,000	84,500
9	1	Pick-up truck, Ford, 2006, Model: F250 Super Duty Lariat, VIN: 1FTSW20P16EA10418, 98,000 miles (estimate)	As is	10,500	6,850
10	1	Pick-up truck, Chevy, 2007, Model: Silverado C2500 HD Custom, VIN: 1G8HC24KX7E568050, 206,474 miles	As is	7,100	4,625
11	1	Forklift, Nissan, 50 Nissan, propane run, 3-mast system, 1,074 hours	As is	7,150	4,650
12	1	Forklift, Komatsu, Model no.: FG25T-15	As is	5,400	3,500
13	1	Forklift, Toyota, model no.: 25, including propane tank	As is	4,300	2,800

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX
 MOVABLE EQUIPMENT AND ROLLING STOCK
 EFFECTIVE DATE OF VALUE - SEPTEMBER 30, 2024

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
14	1	Loader, Case, Model no.: 570 MXT, 3,123 hours	As is	33,250	21,500
15	1	Sweeper, Armadillo, Model no.: not available, 2,167 hours	As is	11,400	7,400
16	1	Reach lift, Genie, Model no.: 5519-GTH, 1,501 hours	As is	38,000	24,750
17	1	Wheel loader, Volvo, Model no.: L50G, Serial no.: 2420136, 10,571 hours	As is	52,250	34,000
18	1	Bucket, Volvo, Model no.: not available, 2-yard	As is	3,500	2,275
19	1	Bucket, Volvo, Model no.: not available, 1.25-yard	As is	2,500	1,625
20	1	Wheel loader forks, Volvo, Model no.: not available	As is	3,000	1,950
21	1	Telehandler bucket, Titan Attachments, Model no.: not available	As is	1,750	1,150
22	1	Trailer, Reliance, 1979, including volumetric concrete mixer, Cementech, 5-yard	As is	120,000	78,000
TOTAL ROLLING STOCK			<u>N/A</u>	<u>* \$1,002,800</u>	<u>\$652,705</u>

(*Does not include assets valued "As is")

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX



CONCRETE BATCH PLANT



MATERIAL SCALE HOPPER & CONVEYOR

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX



MATERIAL BUNKERS & CONCRETE HARDSCAPE



MATERIAL SCALE HOPPER & CONVEYOR

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX



IN-GROUND TRUCK SCALE



YARD AREA

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX



VOVLO LOADER



FRONT OFFICE INTERIOR

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX



STUCCO-SAND SILOS & BUCKET ELEVATOR



STUCCO MANUFACTURING PLATFORM & EQUIPMENT

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX



STUCCO BAGGER MACHINE



STUCCO MANUFACTURING WAREHOUSE

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX



STUCCO PLANT OVERALL



SILO & DUST COLLECTOR

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX



REMAINDER BUNKER STORAGE & CONCRETE HARDSCAPE



MAINTENANCE SHOP

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX



MAINTENANCE SHOP EXTERIOR



ACRYLIC/PAINT ROOM EQUIPMENT

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX



PALLET RACKING



WAREHOUSE/OFFICE BUILDING

ROCKING RAIL LLC DBA STAR BUILDING SUPPLY & EZ HAUL READY MIX



ENTRANCE FROM N. EFFIE



OVERALL SUBJECT PROPERTY