UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MISSOURI EASTERN DIVISION

In re:)	Chapter 11
)	Case No. 12-51502-659
PATRIOT COAL CORPORATION, et al.,)	(Jointly Administered)
)	
Debtors.)	Hearing Date: May 20, 2014
)	Hearing Time: 10:00 a.m. Central
)	Location: Courtroom 7-N

RUDD EQUIPMENT COMPANY, INC.'S RESPONSE TO REORGANIZED DEBTORS' THIRTY-THIRD OMNIBUS OBJECTION TO CLAIMS

COMES NOW Rudd Equipment Company, Inc. ("Rudd"), by and through its undersigned counsel, and hereby files its *Response to Reorganized Debtors' Thirty-Third Omnibus Objection to Claims* (Doc. 5465).

I. INTRODUCTION

- 1. Rudd filed two proof of claims against Patriot Coal Corporation ("Patriot Coal") for charges arising out of two Patriot Coal contracts for equipment rented from Rudd (hereafter, collectively the "Equipment Rental Agreements"). E.D. Mo. Claim Nos. 4152 and 4154 (GCG Claim Nos. 4229 and 4231).
 - 2. Rudd also filed two proof of claims against Grand Eagle Mining, LLC

("Grand Eagle") for the same charges arising out of the Equipment Rental Agreements. E.D. Mo. Claim Nos. 4151 and 4153 (GCG Claim Nos. 4228 and 4230).

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3. On April 21, 2014, the Debtors filed their Thirty-Third Omnibus Objection to Claims (Doc. No. 5465) (the "33rd Omnibus Objection"). The Thirty-Third Omnibus Objection sought to disallow and modify Rudd's claims, as well as claims asserted by Kevin Lee and Eva Miller.¹

4. By a courteous agreement from the Reorganized Debtors' counsel, Rudd was allowed an extension to May 15, 2014, to file this Response.

II. RESPONSE TO OBJECTIONS

5. In response to Paragraphs 3 - 4 of the 33rd Omnibus Objection , Rudd admits this Court has jurisdiction over the 33rd Omnibus Objection, venue for this matter is proper, and this is a core proceeding.

A. FACTUAL BACKGROUND

The '1011 Hauler:

6. On or about August 22, 2011, Patriot Coal and Grand Eagle executed a rental agreement with Rudd for the rental of the Euclid-Hitachi EH1700-3 Rigid Hauler, Serial No. 8R6BAN001011 (the "1011 Hauler"). *See* Exhibit AA (White Declaration), at 2 (¶¶ 5-7); & Exhibit AA-1 (*Rental Agreement for Hauler 1011*), at 1. The 1011 Hauler's rental agreement will hereafter be called the "1011 Hauler Rental Agreement."

¹ This Response does not address Reorganized Debtors' objections to claims filed by Kevin Lee and Eva Miller.

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7. The 1011 Hauler Rental Agreement was signed by Ms. Marilyn Perry, who is the Purchasing Director of Patriot Coal. *See* Exhibit AA (White Declaration), at 2 (¶¶ 7-11); & Exhibit AA-1 (*Rental Agreement for Hauler 1011*), at 2.

8. The 1011 Hauler Rental Agreement required Patriot Coal and Grand Eagle to pay Rudd \$39,000 per month in exchange for use of the 1011 Hauler - up to 400 hours per month. Exhibit AA-1 (*Rental Agreement for Hauler 1011*), at 1. Under the terms of the 1011 Hauler Rental Agreement, Patriot Coal and Grand Eagle were to pay Rudd an additional \$97.50 per hour for each hour the 1011 Hauler was used over 400 hours per month (overtime hours). *Id*.

9. Rudd's business records indicate the 1011 Hauler was used a total of 493 hours for the period of August 2012 – September 2012. *See* Exhibit AA (White Declaration), at 2-3 (¶¶ 12-19); & Exhibit AA-2 (Invoice 103910000020), at 1.

10. Rudd's business records indicate the 1011 Hauler was used a total of 674 hours for the period of September 2012 – October 2012. *See* Exhibit AA (White Declaration), at 2-3 (¶¶ 12-19); & Exhibit AA-3 (Invoice 103910000026), at 1.

11. Patriot Coal or Grand Eagle, or both, used the 1011 Hauler a total of 367 overtime hours during the period of August 2012 - October 2012, as reflected in Rudd's invoices filed with E.D. Mo. Claim Nos. 4153 and 4154 (GCG Claim Nos. 4230 and 4231). *See* Exhibit AA (White Declaration), 2-3 (¶¶ 12-19); Exhibit AA-2 (Invoice 103910000020), at 1; & Exhibit AA-3 (Invoice 103910000026), at 1.

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12. The charges for the overtime hours, plus interest per the 1011 Hauler Rental Agreement, total \$36,363.97. E.D. Mo. Claim Nos. 4153 and 4154 (GCG Claim Nos. 4230 and 4231).

The '1013 Hauler:

13. On or about August 22, 2011, Patriot Coal and Grand Eagle executed another rental agreement with Rudd for the rental of the Euclid-Hitachi EH1700-3 Rigid Hauler, Serial No. 8R6BAN001013 (the "1013 Hauler"). *See* Exhibit AA (White Declaration), at 4 (¶¶ 20-22); & Exhibit AA-4 (*Rental Agreement for Hauler 1013*), at 1. The 1013 Hauler's rental agreement will hereafter be called the "1013 Hauler Rental Agreement."

14. The 1011 Hauler Rental Agreement was signed by Ms. Marilyn Perry, who is the Purchasing Director of Patriot Coal. *See* Exhibit AA (White Declaration), at 4-5 (¶¶ 22-26).

15. The terms of the 1013 Hauler Rental Agreement required Patriot Coal and Grand Eagle to pay Rudd \$39,000 per month in exchange for use of the 1013 Hauler - up to 400 hours per month. Exhibit AA-4 (*Rental Agreement for Hauler 1013*), 1. Under the terms of the 1013 Hauler Rental Agreement, Patriot Coal and Grand Eagle were to pay Rudd an additional \$97.50 per hour for each hour the 1013 Hauler was used over 400 hours per month (overtime hours). *Id*.

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Rudd's business records indicate the 1013 Hauler was used a total of 547
hours for the period of August 2012 – September 2012. *See* Exhibit AA (White
Declaration), at 5 (¶¶ 27-33); & Exhibit AA-5 (Invoice 103910000019), at 1.

17. Rudd's business records indicate the 1013 Hauler was used a total of 601 hours for the period of September 2012 – October 2012. Exhibit AA (White Declaration), at 5 (¶¶ 27-33); & Exhibit AA-5 (Invoice 103910000025), at 1.

18. Rudd's business records indicate the 1013 Hauler was used a total of 488 hours for the period of October 2012 – November 2012. Exhibit AA (White Declaration), at 5 (¶¶ 27-33); & Exhibit AA-5 (Invoice 103910000049), at 1.

19. Patriot Coal or Grand Eagle, or both, used the 1013 Hauler a total of 436 overtime hours during the period of August 2012 - November 2012, as reflected in Rudd's invoices filed with E.D. Mo. Claim Nos. 4151 and 4152 (GCG Claim Nos. 4228 and 4229). *See* Exhibit D *Invoices for the 1013 Hauler*.

20. The charges for these overtime hours, with interest per the 1013 Hauler Rental Agreement, total \$43,190.06. E.D. Mo. Claim Nos. 4151 and 4152 (GCG Claim Nos. 4228 and 4229).

B. ARGUMENT

Patriot Coal was a party to the Equipment Rental Agreements.

21. The 33rd Omnibus Objection requested Rudd's claims against Patriot Coal (E.D. Mo. Claim Nos. 4152 and 4154 (GCG Claim Nos. 4229 and 4231)) be disallowed

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because the invoices for these charges referred to Grand Eagle and not Patriot Coal. Doc. 5465 at 3 - 4 (¶ 12).

22. Patriot Coal, however, was identified as one of the parties on the first page of each contract – the 1011 Hauler Rental Agreement and 1013 Hauler Rental Agreement (the Equipment Rental Agreements). *See* Exhibit AA-1 (*Rental Agreement for Hauler 1011*), at 1 ("THIS RENTAL AGREEMENT is made by and between RUDD EQUIPMENT COMPANY (hereafter 'RUDD') and Patriot Coal Corporation,"); & Exhibit AA-4 (*Rental Agreement for Hauler 1013*), at 1 ("THIS RENTAL AGREEMENT is made by and between RUDD EQUIPMENT COMPANY (hereafter 'RUDD') and Patriot Coal Corporation,").

23. Ms. Marilyn Perry, who is the Purchasing Director of Patriot Coal, signed the Equipment Rental Agreements. *See* Exhibits AA (White Declaration), at 2 (¶¶ 7-11) & 4-5 (¶¶ 22-26); Exhibit AA-1 (*Rental Agreement for Hauler 1011*), at 2; Exhibit AA-4 (*Rental Agreement for Hauler 1013*), at 2.

24. Under Indiana law², the law of contracts applies to leases. *See Murat Temple Assoc. v. Live Nation Worldwide, Inc.,* 953 N.E.2d 1125, 1130 (Ind. App. 2011). A

² The terms of the Equipment Rental Agreements indicate the parties agreed Indiana law would govern the agreements. *See* Exhibit AA-1 (*Rental Agreement for Hauler 1011*), at 2 (§ 16); & Exhibit AA-4 (*Rental Agreement for Hauler 1013*), at 2 (§ 16).

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court is instructed to "read the contract as a whole and construe the language so as not to render any words, phrases, or terms ineffective or meaningless." *Id*.

25. "Clear, plain, and unambiguous contract terms are conclusive of the parties' intent, and a court will not construe the contract or consider extrinsic evidence, but will merely apply the contractual provisions as they are written." *Roche Diagnostics Operations, Inc. v. Marsh Supermarkets, LLC,* 987 N.E.2d 72, 79 (Ind. App. 2013). Under Indiana law, a contract will not be considered ambiguous simply because the parties disagree about the meaning of a term. Instead, "[a] contract is ambiguous only if a reasonable person could find its terms susceptible to more than one interpretation." *Id.*

26. In this matter, the clear and unambiguous terms of the Equipment Rental Agreements indicate Patriot Coal was a party to the agreement. First, Patriot Coal was identified as a party on the first page of each Agreement. Second, Patriot Coal's Purchasing Director, Ms. Perry, signed both Agreements on behalf of "Patriot Coal Corporation." *See* Exhibit AA-1 (*Rental Agreement for Hauler 1011*), at 2; & Exhibit AA-4 (*Rental Agreement for Hauler 1013*), at 2.

27. In order to construe the Equipment Rental Agreements to only concern Grand Eagle, a reasonable person must ignore the terms of the Agreements as written. Such a construction is against Indiana law and, for this reason, cannot be followed.

28. Therefore, because "Patriot Coal Corporation" was identified as a party to the Equipment Rental Agreements and its Purchasing Director signed the Agreements,

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the objection to Rudd's claims (E.D. Mo. Claim Nos. 4152 and 4154 (GCG Claim Nos. 4229 and 4231)) should be overruled.

The Debtors' objection to Claim Nos. 4151 & 4153

relied upon inadmissible statements.

29. The 33rd Omnibus Objection requested Rudd's claims (E.D. Mo. Claim Nos. 4152 and 4154 (GCG Claim Nos. 4229 and 4231)) against Grand Eagle be modified because the Reorganized Debtors' records indicated different usage for the leased equipment. Doc. 5465 at 4 (\P 13).

30. In support this Objection, the Reorganized Debtors relied only on the Declaration of Eddie Snell, Grand Eagle's Operations Manager (the "Snell Declaration").³

31. According to the Snell Declaration, Grand Eagle's business records indicated Grand Eagle's overtime use of the 1011 Hauler totaled only 80 hours for the

³ The 33rd Omnibus Objection actually referred to the Declaration of Jennifer Tally to support its objections to Rudd's claims. However, the Snell Declaration appears to have taken the place of the Declaration of Jennifer Tally. In any event, the Declaration of Jennifer Tally was not attached to the 33rd Omnibus Objection.

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period of August 2012 – October 2012.⁴ Grand Eagle's business records that purportedly showed this usage were not attached to the Snell Declaration.

32. Similarly, the Snell Declaration claimed Grand Eagle's business records showed overtime use of the 1013 Hauler totaled only 26 hours for the period of August 2012 - November 2012.⁵ Again, however, the business records referenced in the Snell Declaration were not attached to the Declaration.

33. Federal Rule of Evidence 1002, which applies "in cases under the Code,"⁶ provides "[a]n original writing, recording, or photograph is required in order to prove its content unless these rules or a federal statute provides otherwise." Fed. R. Evid. 1002 (2012).

34. It is well-settled that affidavits are not admissible to prove the contents of business records. *See, e.g., Whiting-Turner/A.L. Johnson v. P.D.H. Development, Inc.,* 184 F.
Supp. 2d 1368, 1372 (M.D. Ga., 2000) (refusing to consider certain statements in an
⁴ The Snell Declaration provided a serial number of 8R6BAN0012011, which does not

match the serial number for the 1011 Hauler (there is no "2" in the serial number). Rudd presumes this is merely a typographical error.

⁵ The Snell Declaration provided a serial number of 8R6BAN0012013, which does not match the serial number for the 1013 Hauler (there is no "2" in the serial number). Rudd presumes this is merely another typographical error.

⁶ Bankruptcy Rule 9017.

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affidavit on a motion for summary judgment, where the affidavit referenced information from an IRS application for employer identification number, in lieu of producing the document itself); & *O'Bannon v. Union Pac. RR Co.*, 960 F. Supp. 1411, 1418 (W.D. Mo., 1997) (noting Fed. R. Civ. P. 56 requires documentary evidence be authenticated by, and attached to, an evidentiary affidavit). Instead, the business records must be attached to the affidavit. *O'Bannon*, 960 F. Supp. at 1418.

35. In this case, the Debtors attempted to rely upon purported business records maintained by the Reorganized Debtors. Those records, though, were not attached to the Snell Declaration and have, otherwise, not been provided to the Court or Rudd. Therefore, Rudd objects – on hearsay grounds - to the Reorganized Debtors' attempt to have the Court rely on the Snell Declaration to prove the contents of Grand Eagle's business records.

36. The Debtors might argue they do not need to attach the Reorganized Debtors' business records to the Snell Declaration because the Declaration indicated the statements therein were based upon Mr. Snell's "personal knowledge."

37. Such a "personal knowledge" argument, if made, will be misplaced. An affidavit asserting that it is made upon personal knowledge "must include enough factual support to show that the affiant possesses that knowledge." *O'Bannon*, 960 F. Supp. at 1418. Mr. Snell's Declaration indicated he is "Operations Manager" of Grand Eagle, but there were no statements with facts to show what that means. *See Henggeler*

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v. Brumbaugh &Quandahl, P.C., 894 F. Supp.2d 1180, 1188 (D. Neb., 2012). It is improper to consider Mr. Snell's statements without detailed facts to support that such were made upon his personal knowledge. *O'Bannon,* 960 F. Supp. at 1418.

38. Mr. Snell's statement that he has personal knowledge about the usage of the equipment is not accompanied by any facts to show he possessed such knowledge. Therefore, Rudd objects – on foundation grounds - to the Reorganized Debtors' attempt to have the Court rely on Mr. Snell's unsupported statements within his Declaration.

39. At this time, other than a conclusory statement based upon missing records, it is not clear from the 33rd Omnibus Objection what evidence supports the Debtors' objection to Rudd's claims.

40. In contrast, Rudd's business records indicate the overtime hours used for each month. Those records, as reflected in Exhibits AA-2, AA-3, AA-5, AA-6, and AA-7, prove the following:

- a. The 1011 Hauler was used during the period of August 2012 –
 September 2012, for 493 hours;
- b. The 1011 Hauler was used during the period of September 2012 –
 October 2012, for 674 hours;
- c. The 1013 Hauler was used during the period of August 2012 September 2012, for 547 hours;

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- d. The 1013 Hauler was used during the period of September 2012 –
 October 2012, for 601 hours; and
- e. The 1013 Hauler was used during the period of October 2012 November 2012, for 488 hours.

41. Hence, the Reorganized Debtors have not produced evidence of a probative force equal to that of Rudd's supporting evidence. *See Robinson v. Hinkley (In re: Hinkley),* 58 B.R. 339, 348 (Bankr. S.D. Tex. 1986), *aff'd* 875 F.2d 859 (5th Cir. 1989) ("A party objecting to a claim has the initial burden of presenting a substantial factual basis to overcome the prima facie validity of a proof of claim. This evidence must be of a probative force equal to that of the creditor's proof of claim.") (internal citations omitted).

42. Therefore, the Reorganized Debtors' request to modify Claim Nos. 4151 and 4153 (GCG Claim Nos. 4228 and 4230) should be denied.

WHEREFORE, Rudd Equipment Company, Inc., prays the Court:

(a) Overrule the Reorganized Debtors' request to disallow and modify Rudd
 Equipment Company, Inc.'s Claim Nos. 4152 – 4154 (GCG Claim Nos.
 4228 – 4231); and

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(b) Grant such other and further relief the Court deems just and proper.

Respectfully submitted,

BROWN & JAMES, P.C.

/s/ Matt G. Koehler

Matthew G. Koehler #48760Mo 800 Market Street, Suite 1100 Saint Louis, Missouri 63101 (314) 242-5267 (Telephone) (314) 242-5467 (Facsimile) mkoehler@bjpc.com Attorneys for Creditor Rudd Equipment Company, Inc.

CERTIFICATE OF SERVICE

This is to certify that on May 12, 2014, the attached document was filed with the Clerk of Court using the CM/ECF System, which will send notification to all counsel of record, and also delivered via email, facsimile, and U.S. Mail to the following:

Brian M. Resnick Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 Facsimile: (212) 701-5213 brian.resnick@davispolk.com *Attorneys for Reorganized Debtors* Lloyd A. Palans Brian C. Walsh Laura Uberti Hughes Bryan Cave LLP One Metropolitan Square 211 N. Broadway, Suite 3600 St. Louis, Missouri 63102 Facsimile: (314) 259-2020 lapalans@bryancave.com brian.walsh@bryancave.com Laura.hughes@bryancave.com *Attorneys for Reorganized Debtors*

Thomas Moers Mayer Adam C. Rogoff Gregory G. Plotko Kramer, Levin, Naftalis & Frankel LLP 1177 Avenue of the Americas New York, New York 10036 Facsimile: (212) 715-8000 tmayer@kramerlevin.com arogoff@kramerlevin.com gplotko@kramerlevin.com *Attorneys for the Official Committee of Unsecured Creditors*

/s/ Matt Koehler

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UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MISSOURI EASTERN DIVISION

In re:)	Chapter 11
)	Case No. 12-51502-659
PATRIOT COAL CORPORATION, et al.,)	(Jointly Administered)
)	
Debtors.)	Hearing Date: May 20, 2014
)	Hearing Time: 10:00 a.m. Central
)	Location: Courtroom 7-N

TERRI WHITE DECLARATION PURSUANT TO 28 U.S.C. § 1746

I, Tern White, state the following:

1. I am over the age of eighteen, of sound mind, capable of making this

declaration, and personally acquainted with the facts stated in this declaration.

2. I am a Sales Assistant employed by Rudd Equipment Company, Inc.

("Rudd"), at its Evansville (Indiana) Office.

3. One of the accounts assigned to me is Patriot Coal-Grand Eagle, which is

Rudd Account No. 1004542.

4. During the course of Rudd's business, two haulers were rented to Patriot

Coal Corporation ("Patriot Coal") and Grand Eagle Surface Mining ("Grand Eagle")

pursuant to two separate written agreements.

	EXHIBIT	
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A. The '1011 Hauler

5. First, a Euclid-Hitachi Rigid Hauler, Model No. EH1700-3 and Serial Number 8R6BAN001011, was rented to Patriot Coal and Grand Eagle on or around September of 2011 (the "1011 Hauler").

6. The 1011 Hauler was rented to Patriot Coal and Grand Eagle pursuant to a written rental agreement. A true and accurate copy of the Rental Agreement in Rudd's file is attached hereto as Exhibit AA-1. This Rental Agreement will hereafter be referred to as the "1011 Hauler Rental Agreement."

7. The 1011 Hauler Rental Agreement indicates that it was signed on behalf of "Patriot Coal Corporation" as the "CUSTOMER."

8. For the signature on behalf of "Patriot Coal Corporation" on the 1011 Hauler Rental Agreement, I recognize the signature to be from Marilyn Perry.

9. The signature for Ms. Perry on the 1011 Hauler Rental Agreement is similar to signatures by Ms. Perry on other documents in Rudd's files, including other contracts.

10. Ms. Perry's signature indicates she is the "Purchasing Manager."

11. Based on my work as a Sales Assistant, including communications with Ms. Perry, I understand Ms. Perry's title is Purchasing Director of Patriot Coal.

12. The terms of the 1011 Hauler Rental Agreement allowed Patriot Coal or Grand Eagle to use the 1011 Hauler for 400 hours each month at a cost of \$39,000.

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13. Under the terms of the 1011 Hauler Rental Agreement, if Patriot Coal or Grand Eagle exceeded 400 hours of use of the 1011 Hauler during any month, then there is an additional charge of \$97.50 for each hour of use.

14. Section 16 of the 1011 Hauler Rental Agreement indicates it is to be governed by the law of the location of Rudd's office identified in Paragraph "3C." The office identified in Section (or Paragraph) "3C" was "Evansville, IN."

15. One of my duties as Sales Assistant is to manage Rudd's electronic records regarding a customer's use of rental equipment.

16. Rudd's electronic accounting records indicate the 1011 Hauler was used by Patriot Coal or Grand Eagle as follows:

- a. For the period of August 1, 2012 August 31, 2012, 493 hours; and
- b. For the period of September 1, 2012 September 30, 2012, 674 hours.

17. Rudd's electronic records are kept by Rudd in the regular course of its business. It was in the regular course of business of Rudd that someone input hourusage information into Rudd's accounting computer-software based upon information provided by a person with first-hand knowledge of the hours reflected on the equipment's meter. The electronic records were completed near the time the hour usage information was obtained from a piece of equipment's meter.

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18. Rudd's paper invoices are generated directly from the information in Rudd's electronic records. A true and accurate copy of Invoice 103910000020 is attached hereto as Exhibit AA-2. A true and accurate copy of Invoice 103910000026 is attached hereto as Exhibit AA-3.

19. I have verified the information in Exhibit AA-2 and Exhibit AA-2, including the hours reported to have been used each month, accurately reflects the hour usage in Rudd's electronic records.

B. The '1013 Hauler

20. The second piece of equipment rented to Patriot Coal and Grand Eagle was a Euclid-Hitachi Rigid Hauler, Model No. EH1700-3 and Serial Number 8R6BAN001013 (the "1013 Hauler").

21. The 1013 Hauler was rented to Patriot Coal and Grand Eagle on or around September of 2011 pursuant to a written rental agreement. A true and accurate copy of the Rental Agreement in Rudd's file is attached hereto as Exhibit AA-4. This Rental Agreement will hereafter be referred to as the "1013 Hauler Rental Agreement."

22. The 1013 Hauler Rental Agreement indicates that it was signed on behalf of "Patriot Coal Corporation" as the "CUSTOMER."

23. For the signature on behalf of "Patriot Coal Corporation" on the 1013 Hauler Rental Agreement, I recognize the signature to be from Marilyn Perry.

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24. The signature for Ms. Perry on the 1013 Hauler Rental Agreement is similar to signatures by Ms. Perry on other documents in Rudd's files, including other contracts.

25. Ms. Perry's signature indicates she is the "Purchasing Manager."

26. Based on my work as Sales Assistant, including communications with Ms.

Perry, I understand Ms. Perry's title is Purchasing Director of Patriot Coal.

27. The terms of the 1013 Hauler Rental Agreement allowed Patriot Coal or Grand Eagle to use the 1013 Hauler for 400 hours each month at a cost of \$39,000.

28. Under the terms of the 1013 Hauler Rental Agreement, if Patriot Coal or Grand Eagle exceeded 400 hours of use of the 1013 Hauler during any month, then there is an additional charge of \$97.50 per hour.

29. Section 16 of the 1011 Hauler Rental Agreement indicates it is to be governed by the law of the location of Rudd's office identified in Paragraph "3C." The office identified in Section (or Paragraph) "3C" was "Evansville, IN."

30. Rudd's electronic accounting records indicate the 1013 Hauler was used by Patriot Coal or Grand Eagle as follows:

- a. For the period of August 1, 2012 August 31, 2012, 547 hours;
- b. For the period of September 1, 2012 September 30, 2012, 601 hours; and

c. For the period of October 1, 2012 - October 31, 2012, 488 hours,

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31. Rudd's electronic records are kept by Rudd in the regular course of its business. It was in the regular course of business of Rudd that someone input hourusage information into Rudd's accounting computer-software based upon information provided by a person with first-hand knowledge of the hours reflected on the equipment's meter. The electronic records were completed near the time the hour usage information was obtained from a piece of equipment's meter.

32. Rudd's paper invoices are generated directly from the information in Rudd's electronic records. A true and accurate copy of Invoice 103910000019 is attached hereto as Exhibit AA-5. A true and accurate copy of Invoice 103910000025 is attached hereto as Exhibit AA-6. A true and accurate copy of Invoice 103910000049 is attached hereto as Exhibit AA-7.

33. I have verified the information in Exhibit AA-5, Exhibit AA-6, and Exhibit AA-7, including the hours reported to have been used each month, accurately reflects the hour usage in Rudd's electronic records.

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I declare under penalty of perjury that the foregoing is true and correct.

Executed on <u>May</u> (month) <u>15</u> (day), 2014, in <u>Evansville</u> (city), <u>TN</u> (state),

United States of America.

Ceni White TERRI WHITE

RUDD EQUIPMENT COMPANY - RENTAL AGREEMENT

White - Original Green - Customer Conv Yelow - Salesman's Copy

THIS RENTAL AGREEMENT is made by and botween RUDD EQUIPMENT COMPANY (hereinalies 'RUDD') and Patriot Coal Corporation, Grand Eagle Surface Mining, P. O. Box 66823, St. Louis, MO 63166

The parties agree as follows: 1. GRANT. Subject to the lenna set out below, RUDD rents to CUSTOMER, and CUSTOMER rents from RUDD, all machinery, equipment and other property described in paragraph 2, including all component parts and accessory items (the "Equipment"). 2. SCHEDULE OF EQUIPMENT.

Serial Number Replacement Manufactures Model Description \$1,087,677.00 EH1700-3 8RGBAN001011 Euclid-Hitachi Rigid Hauler J. SCHEDULE OF TERMS: Via: Best Way A F.O.B.: Corbin, KY Shipping Date: ASAP B. Ship for use in following Operations: (XMining () Construction Freight Charges: customer pay freight/ assembly C: RUOD's Designated Receiving Point Evansville, IN Job Sile: () Other (Describe) D. Rental Rate: Weekly @ \$_____ per week. Name of Job or Project (a) or near)_ Monthly @ \$ 39,000,00 per month. 19060 Hwy 1078 So., Henderson, KY 42420 Monthly Rate Shown for 400 Hours Month. Hourly Charge for Excess Hours \$ 97.50 Single Shin ____ Double Shin _X__ Deposit payable on execution, applicable (Streat) to First month's rental to First month's rental (City, County, State, Zio) E. Mail Involco lo: Same as Above (City, State, Zip)

(Steel) (Namo) King State period
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Assimum Replat Period CUSTOMER shall be liable for all transportation charges of reluming the Equipment to RUDO. 4. CALCULATION OF RENTAL PERIOD. The endspected size begin on and body as date of themethy CUSTOMER and there and include the date of relum to RUDO's Designated Recording Point. If the Equipment is the brown than the specified Michigan Recording Point. If the Equipment is the brown that the specified Michigan Recording Point. If the Equipment is the brown that the specified Michigan Recording Point. If the Equipment is the for RATES AND OVERTIME RATES. The relate provided for in this Relited Argement are transferred to the total of the this transmit are specified to the transferred are and the total of the this Based of the the specified for the total of the total transmit are specified to the total of the total transmit are specified to the total of the total transmit are specified to the total of the total transmit are specified to the total of the total transmit are specified to the total of the total transmit are specified to the total of the total transmit are transmitted to the total of the total transmitted to the total of the total of the total transmitted to the total of the total of the total transmitted to the total of the total of the total transmitted to the total of the total of the total transmitted to the total of the total of the total transmitted to the total of the total of the total transmitted to the total of the total of the total transmitted to the total of the total of the total of the total transmitted to the total of the total of the total of the total transmitted to the total of the total of the total of the total transmitted to the total of the total

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weekly, 1/40 01 this weekly ratio). B. TITLE: A. TRUE LEASE. This to the Equipment (and to all replacements thareof or substitutions therefor) is and shall remain in RUOD. RUOD and CUSTOV/RET fathes educations are all operations that this Rental Agronomont is introduce as a true and solution that we have the parties and does not power that the captur leave to an effort and the RIS 335 24-300. Manual educations in the fing by RUDD under the Uniform Commercial Code of one or more UCC forms existencing the relationship hereby created shall not render this Rental Agroement a lower blank due as executive.

Advancing the relationship hereby created shall not render this Rental Agreement e laces histoded as security.
 B. NO PURCHASE OPTION. This Revisit Agreement contains no purchase option. If all emp fine during the Rental Period, CUSTOMER dosives to purchase be guiphement. RUDD with entire log optical bits responsible to the resolution of the security shall have any obligation to agree the guiphement. RUDD with entire log optical bits responsible to the resolution of the security shall have any obligation to agree the guiphement. All Discretification of the security is customer to the security and the resolution of the security is customer to the security is customer to the security and the security is customer to the security of the security and the security is customer to a security of the security is customer to a security is customer to a security of the security is customer to a security of the security of the security is customer to a security of the security is customer to a security of the security of the security of the security is customer to a security of the sec

a. CUSTONIER's DALIGATIONS, A. TIRE CLAUSE. During the renult period all repairs to tres or replacement of time shall be the sola responsibility of CUSTONIER. How its historing the condition of any two on the Englands at the time that Renult Agreement was executed. CUSTONER supress, as a totalismal request, to pay, upon return of the Englanderin, the replacement value of any the which RUOD, In its oris ophice, determines cannot be used agains and, CUSTONIER as agrees to pay upon return ether Equipment the early of any the which RUOD, In its oris ophice, determines cannot be used agains and, CUSTONER lass agrees to pay upon return ether Equipment the early of change far any time which RUOD determines, in its sets ophice, to be in need of recogning. B. INSTRUCTION MUNIAL AND OPERATION OF THE EQUIPMENT.

B. INSTRUCTION MOTIVAL AND OPERATION OF THE EXCIDENCE. CUSTOMER acknowledges being furth-shot with an instruction manual governing safe operation of this Equipment and warrants that any person who uses the Equipment wit operate the Equipment in accordance with the Instruction manual. CUSTOMER agrees to comply with and conform to at mor oppl, safe and federal.

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Independent Instrument I furnished to RUDD, the I k will give RUDD Diffy (30) days written notice before the postage to the spotsade from such instrument, converge or sputtifies the instrument is to the protein structure in pay said proceeds to RUDD, and appoint RUDD to a Rubmay-In-action to the proteinst from such instrument, converge an application of the structure in protein and the structure in pay said proceeds to RUDD, and appoint RUDD to a Rubmay-In-action make adminst for receive approximated, and structures applies and the structure in pay said proceeds to RUDD. Instruments pays, RUDD that allows and at its own tearning, converge to applies and an applies and an at a structure of the structures applies under said house no Intervent what beaver in such instructures. In a constant, of and RUDD to RUDD that RUDD the RUDD that adminst a structure of the structures and RUDD to RUDD the RUDD that RUDD the RUDD of an additional thread RUDD to RUDD the RUDD that RUDD to a structure of the structure of the structures of use function pays. RUDD that RUDD to a structure of the structures and administration of the RUDD to a structure of the structures of use function applies of the RUDD to a structure of the structures of use function applies of the RUDD to a structure of the structures of use function applies of the RUDD to a structure of the structures of the RUDD to a construct as meaning that CUSTON/RER is to pay the personal persograph is to be construct as meaning that CUSTON/RER is to pay the personal distructures and receiver by RUDD the RUDD to a structure is structure in the structure is rubbed to the RUDD. Any and all bases as stranded against the RUDD the structure is RUDD, as to be payed by CUSTON/RER. The structures structure is the structure is RUDD, as to be payed by CUSTON/RER. The structures structure is pay take in which the RUDD thes is the home efficien or be pay it as as index Pharagenetis is also a rubby about the the rubot structures and rubby rubby RUDD thes is an

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C. CONDITION AND INSPECTION OF EQUIPMENT, RUDD shall use restorable rore to sets that the Equipment is in proper writing condition before shipmont to CUSTOMER. CUSTOMER schnowledges that it has inspected the

sh/proof to CUSTOMER. CUSTOMER acknowledges that it has happeded the Equipment force to axientifies this Annual Apresement. 10. DEFAULT. Should any of the provisions of this Revial Agree-ment, Including the payment of rent, be violated by CUSTOMER, the remaining reals for the Maximum Remail Period shall become forthich due and payable, and RUDD or its apents may, without notice, celler the premises occuyfed by CUSTOMER without being a tresposere thereon and take passosion of and re-movo De Equipment. At fielpht, demarrage, storage, taker, or other charges required to roken the Equipment to RUDD's Designation Recording Porks that he cell that by the CUSTOMER. Is the ovent RUDD Incurs reasonable atternay's fees or other costs due to CUSTOMER's default, CUSTOMER payees to pay same to RUDD, is eddTion to all other costs, charges and damage

11. TERMINATION. After the explosion of the Minkmum Renal Period th's Rental Agreement may be temphated:

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as an asset of CUSTOMER. IS, MONSTANDON OF RENTAL AGREEMENT. No modification of Weit Revial Agreement shall be binding upon the perfort of stimer of from unlose such medification is in writing and cuby scoreded in writing. Is, RELATIONSHIP OF PARTIES. Noting in this Randal Agreement shall render RUDD is any manora a partner, agent, John vanisars, or associate of CUSTOMER In the operations and use of the Englement for tabled RUDD is any objection, loss, obtape or expanse is connection with or arising from the operation at a use of the Englement. IS, PLACE OF MAKING, RUDD's location and forth in Perspecified SC shall be the prace of malting of this Rotchil Agreement, and any and all disputs arising hexanicar shall be solided at RUDD's location, write such as blochmin los arising hexanicar shall be solided at RUDD's location, write such as blochmin los arising hexanicar shall be solided at RUDD's location, write such as blochmin los arising hexanicar shall be solided at RUDD's location, write such as blochmin los arising hexanicar shall be around a location and any and all disputs arising hexanicar shall be around a location and provide such as blochmin los around all, or be interprint, by projection, USpatian auch as allowing loss (file). APPLICABLE LAW; SEVERABRUTY. The law of the solate of RUDD's location set (rich in Paragraph 3C hered shall apply to the Revisit Agreement is probabled by any law or is desimal unanicocable, stud periphicin or user(robabled by any law or is desimal unanicocable, stud periphicine et user/locable to a low if we re is desimal unanicocable, stud periphicine et user/locabled to any law or is desimal unany providen of the studens hereof. 17. MISEELLANEOUS, No waher of a beside of any providen of the studens hereof.

Ususes hareof. 17. MISCELLANEOUS. No walker of a breach of any provision of this Recut Agroement shall constrate a writer of any offer breach of any provision of this chier provision. Then is of the ossence on this Recut Agroement. 18. NO ASSIGHMENT OR SUBLICTING BY CUSTOMER. CUSTOMER shall not assign, set, cubic, eccuritor or offered starts this Renal Agroement on the Equipment of any right breach without the prior written conserved of RUOD.

RUDO, 19. ASSIGNAENT BY RUDD, RUDD may assign its rights beretunder to any person, parkrenity or corporation, risks with or without recourses, and upon receipt of notice of any such assignment, CUSTOMER shall be eXigated to RUDD's assignees to the some estent that RIs eXigated to RUDD, and the assignment of the to some name of RUDD's name, shall have the full and complete right to assort at of the rights granied RUDD horounder. All representations, warranties and egrecoments of CUSTOVER solitoring that the destination and right assort and with the same force and effect as it said assignees ware RUDD. Further, upon assignment of this Renatl Agreement by RUDD, RUDD will not be assignee to ray purpose, and CUSTOMER's obspaces and will not be subject to any above assignees it be abound and wincontional and will not be subject to any above ment, reduction, recompand, defense, select or counterclate available to CUSTOMER against RUDD. againsi RUDD

against RUDD, 20. SUBJECT TO RUDD'S ACCEPTANCE. This Rental Agreement is subject to acceptance by RUDD and shall not be blocking upon RUDD with lighted by RUDD's whick of representative. Acceptance shall be acceded by RUDD or tho Blocked AcAncelesignment Copy which shall be returned to CUSTOMER by United

Stabled Advantsignmed Copy which shall be returned to CUSTOMER by Under States Mar. 21. UCC-1. CUSTOMER appoints RU00 as its atterney in fact to execute avid fits any UCC-1 financing statements desired sportorials by RU00 to protect its ownership or other interests innervider. 22. ENTIRE UNDERSTANDING, RU00'S SALESMEN AND/OR OTHER EMPLOYEES MAY HAVE MADE ORAL, OR WRITTEN STATEMENTS ABOUT THE COMPLEXITY STATEMENTS DO NOT CONSTITUTES WARRANTIES, SHALLNOT BE RELIED UPON BY CUSTOMER AND ARE NOT THE PARTIES, IS HALLNOT BE RELIED UPON BY CUSTOMER AND ARE NOT THE PARTIES, IS EMBODIED IN THIS RENTAL AGREEMENT. THE STATEMENTS AGREEMENT, SIGHED AND DATED BY BOTH PARTIES, CONSTITUTES A TINL WRITTEN EXPRESSION OF TENSIS OF THIS AGREEMENT. AND EXCLUSIVE STATEMENT AND ISS. COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS, ENDEDICE OF COURSE OF DEALING, USAGE OF TIMADE OR COURSE OF PERFORMUNCE SHALL NOT BE ADMITTED IN O EMDENCE IN ANY LAWSUIT IN AN ATTEMPT TO EXPLAIN THE MEMBING OF MAY TERMIN THE RENTAL AGREEMENT.

ALL THE ABOVE TERMS AND CONDITIONS HAVE BEEN READ AND ARE THOROUGHLY UNDERSTOOD. THIS REITIAL AGREEMENT DOES NOT CONTAIN A PURCHASE OPTION UNLESS SET FORTH IN A SEPARATE WRITTEN AMENOMENT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS REITIAL AGREEMENT.

RUDD EQUIPMENT COMPANY audily O Prosident Tato 11 Date

CUSTOMER: Paliet Coul Compone-tionbr Marth Stanning Auguentin transaat to an Busives Mange Auglesr 220 304 Dula Winess ______

Performance and payment of CUSTOMER's obligations or the total up to a maximum of \$ amount which is payable by CUSTOMER under this Rental Agreement (whichever is greater) is personally quaranteed by:

BY. TH:+: Date:

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Payment terms	
Cash on Delivery	

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RUDD EQUIPMENT COMPANY - RENTAL AGREEMENT

White - Original Green - Customer Copy Yellow - Salasman's Copy THIS RENTAL AGREEMENT IS made by and batwaan RUDD EQUIPMENT COMPANY (hereinafter RUDD') and Patriot Conl Corporation, Grand Eagle Surface Mining, P. O. Box 66823, St. Louis, MO 63166

The parties agree as follows: 1. GRANT, Subject to the terms set out below, RUDD rents to CUSTOMER, and CUSTOMER rents from RUDD, all machinery, equipment and other property described in paragraph 2, including all component parts and accessory tiems (the "Equipment"). 2. SCHEDULE OF EQUIPMENT.

Manufacturer	Model	Description		Sorial Number	Replacement Value
Euclid-Nitachi	EH1700-3	Rigid Hauler		8R6BAN001013	\$1,087,677.0
 SCHEDULE OF TERMS: SCHEDULE OF TERMS: F.O. B.: <u>Corbin</u>, b Ship for use in following O () Other (Describe)	iperations: (ð Mikin Job or near)	Sile:	Shipping Date: Freight Charges:		eight/ assembly <u>zansville. TN</u> per.week. 00 per.month. 400 Hourst.tonth. is Hours \$ <u>97.50</u>
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(Manto)		(Strael)	100-110-0	(City, State, 2)	o)

Wasks 2011 F. Minimum Rental Parlod: 6 Months _

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of the menthly rate for each hour is excess of one hundred textwhy-site (178) hours worked in any one thirty (30) consecutive day period (or it the specified rate is workly, 1/60 of the weekly rate). 6. THEE LEASE. This is the Equipment (and to all replacements that of or unbettwicket that (34) is and shall remain in RUDD, RUDD and CUSTO/XER forther admonstration the parties and does not constitute a so-are a two and actual tests between the parties and does not constitute a so-tropical tests or as a "insure that with the start RTS 335 24-103, interded as secondly. The Rung by RUDD under the UNKern Communital Code of one or more UCC forms advantage to constrain the software that any enter the start any enter the software the software that any enterties of the theory tests and does not constitute a so-constraint and the software the software that is an entert the software that any enterties and the advantage of the theory enterties that any entert the software the software the software that any enterties the theory enterties that any enterties the software that any enterties that any enterties that any enterties the software that any enterties that any enteries that any enterties that any enterties that an

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8. CUSTOMER's OBLIGATIONS.

BLC Dig Cost NUCLS 8. CUSTONER® OBLIGATIONS. A. TIRE CLUSSE, During the renais period e3 repairs to bres or replactment of thes phase to be tole reports by of CUSTOMER. Not-Articularding the condition of any tree on the Equipment at the firms this Renail Agreement was executed, CUSTOMER agrees, as additional rend, to pay, upon makin of the Equipment, the replacement value of any first which RUDO, in its add sphilon, dateminas convolts used again; and, CUSTOMER also agrees to pay upon return to the Equipment the anis in accepting datas for any time which RUDO determines as a solar ophilon, to be in need to recarging. B. INSTRUCTION MANUAL AND OPERATION OF THE EQUIPMENT. CUSTOMER acharowickies being furnished with an instruction manual custom with operate the Equipment and warrants that any person who uses the Equipment with operate the Equipment of its intended purpose and CUSTOVER agrees to use the Equipment of its intended purpose and CUSTOVER agrees to use the Equipment of its intended purpose and CUSTOVER agrees to use the Equipment of its intended purpose and CUSTOMER agrees to occupty with and conform to all municipal, state and forcing the intended purpose and municipal, state and forcing the intended purpose and custom to all municipal, state and forcing the state optiment of the equipment of its intended purpose and CUSTOMER agrees to comply with and conform to all municipal, state and forcing the state optiment of the intended purpose and custom the any state and forcing the state optiment of the intended purpose and custom the any state and forcing the state optiment of the intended purpose and custom the all municipal, state and forcing and custom the state optiment of the intended purpose and custom the all municipal, state and forcing and the state optiment optiment of the municipal, state and forcing and the state optiment opt

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there relating to the use and operation of the Equipment. It was relating to the use and operation of the Equipment. C. REPARSE, CUBICN/REP, Represe, during the mainly postod, at the own cost and expense, to operate and maintain the Equipment. CUBTOMER apreed to relation the Equipment to RUDD in the assume condition as a recorded to parts and to make all necessary requires to the Equipment. CUBTOMER apreed to relation the Equipment to RUDD in the assume condition as a recorded to parts and to make all necessary requires to the Equipment and the condition of the Equipment upon match, and CUSTOV/REP, expriss to pay the costs opported at Equipment upon match, and CUSTOV/REP, and the cost estimation of the equipment upon match, and CUSTOV/REP, insting the CUSTOMER, when restored the difference is any matched of the Equipment for CUSTOMER institutes inguise changes to indem case, and examples the the Equipment for CUSTOMER, and CUSTOMER, request any matched of these functions and customer for CUSTOMER, and the opported difference is any matched of these same demoges to the Equipment which are the native of any case viting to which may be at next of God. (vs) in order to addemine the loss, damage, or lay up to this the opported to Equipment of RUDD and accessible by II. For the propose of fields the Represented to Marpersite stated in Percepting 1 bards, damage, or lay up to this the distribution of the Equipment in order to addemine the loss, damage, or lay up to mails therefore reals to stated in Percepting 1 bards, the life decended to use and but values, forming a bards to state apply low and the payment of such bass. E. ELUZIBE OF TILE EQUIPMENT. CUSTOMER represented to the during the pay be and to be the pay to be at the difference of the propersite is the exploring the RUDD that the Equipment is not being minds for the pay payse of and will we do the the the based the pay of the sector of the payses of and will we do the the pay of the record to use and but values, forming a based to

E. SELUCIPE OF THE EQUIPMENT. CLISTOMER represents and worrants to RUDD that this Explorent is not being renied for this purpose of and will not, chang the Renial Peciol, be used for any parpole or in any marines which would violate any providen of any time which would allow the Engigenent to be asized by any governmental agency. If the Explorent is used within two Commonweight of Kentecky, CUSTOMER represents and agrees the Explorent will be used in compliance with any and ell applicable two and regulations, including, but not first to the providence of CUSTOMER represents and agrees the Explorent will be used in to the providence of CUSTOMER represents and agrees the Explorent will be used in the providence of the part of CUSTOMER shull be deemed a default under the Renial Accessment. Agreemont

Agreement: P. LocAttion of Equipment in Levy: INSPECTION. CUSTOMER but, whoreaver requested by RUDD, give RUDD the esset isoration of the Equipment and shall what give RUGO homedata notice if any lery is sitempted upon the Equipment, or if the Equipment from any cause becomes holds to eclause, and shall indernity RUDD episinitial loss and domapos clusted by any such accom. RUDO hundridy RUDD episinitial loss and domapos clusted by any such accom. RUDO hundridy RUDD episinitial loss and domapos clusted by any such accom. RUDO hundridy RUDD episinitial loss and domapos clusted by any such accom. RUDO hundridy RUDD episinitial loss and domapos and hypothesial in the episitian of removing the Equipment in one any four (24) hours noose at this built by ourstaded or laved beyond its capacity or in any minors abuted, neglected or misuad. O, NO ERCUMBRANCE. CUSTOMER apposite till with a built of the Equipment is any Bandrid at the stated accomposite till with a built of the rights reserved to RUDD pursuard to this Rendal Agreement or under law. IL PUBLIC LUBILITY: NDEMINIFICATION. CUSTOMER hereby agrees to Indemnify RUDD apping a bit is the doment is the appoint of any character whatsoever accessioned by the operation, handling, or transfortation of the Equipment during the mental period or whit is the Equipment is in the procession or under the activity of an output of the State or kiny to person or procession, the or kiny, Is any englegee of CUSTOMER or kiny englegee of CUSTOMER or kiny englegee of CUSTOMER further agrees to protect RUDD with M all risk transformed on according all basis and damages to ball and bad Personshift how procession of according to how any englegee of CUSTOMER for any active provide of CUSTOMER without is many englegee of CUSTOMER instrumed and basis apple according all basis and damages to ball and bad Personshift bas protected and the person or procession or of the transformed any englegee of CUSTOMER without agrees to protect RUDD with M all risk trauseron (ca F. LOCATION OF EQUIPMENT; LEVY; INSPECTION. CUSTOMER

shall agree, by endorsement upon the policy or policies brued by it or by

EXHIBIT

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Case 12-51502 Doc 5492-1 Filed 05/15/14 Entered 05/15/14 16:22:51 Exhibit AA (White Declaration) and Exhibits AA-1 through AA-7 Pg 13 of 16

Independent Rectement Academics to RADDD, Statilities RUSDD Staty (20) days within metices before the periop in quantum shart be periods or recredited. COMPREMENT Dependent of periods and the periods of the comparison of the period of

Licker Percentph et above, RUDO chait have the right but not into compatible of a RUDD by CUS TOMER what has next (installment chaits).
 Licker Withersen and the statistical transmission of the rest multiple of the

ENpropent to CUSTOMER, CUSTOMER acknowledges that it has inspected the Ergiptical price to associate With Intell Adversionst 10. DEFAULT, Should any of the providens of this Realst Agree-ment, Inclusion Die payment of et tent, be vielated by CUSTOMER, the tentimiter (table for the Maynown Renal) Period shalt before forthwith due and payable, and RUDD or its sponts may, without racice, enter the premises occupied by CUSTOMER, which tenting a bespasser biscion and table postession of and re-marks which tening a bespasser biscion and table postession of and re-marks the Eulymont. At height, domarrage, tables, or other charges borned by the CUSTOMER, table avent RUDD's Desayabite Restricting Port shall be to other COST due to CUSTOMER's data, CUSTOMER process to pay aren to RUDD, in eddpion to all other costs, charges and dataget.

11. TERMINATION. Alter the expiration of the Maximum Renial Period INs Renial Agreement may be lemmated:

A. By RUED, by moting demand for the return of the Beylpmont within CUSTOVER, sitz expense, shall be the interview to RUDD's Dissipative Receiving Point set forth in Personal Discharted Receiving Dissipative Receiving Be, by CUSTOVER, in second store with Personals SF hareof and by returning the Edityment to RUCD's Dissipative Receiving Point set forth the Personal Statement and RUCD's Dissipative Receiving Point set forth the Personal Statement and RUCD's Dissipative Receiving Point set forth the Ben's upper Cell, Tibe 11 of U.S.C. as entranded, it is proceeding under the Ben's upper Cell, Tibe 11 of U.S.C. as entranded, its constantial and and the USTOVER and the USTOVER and the Statement and the set of the Statement Cell Toward, and Cell STOVER is a school of the Cell STOVER and the of the Cell of the toy the benth is differed by USTOVER in section of the Cell STOVER and the difference of the Cell Statement of the Cell STOVER and the difference of the Cell Statement of

13. MODERCATION OF RENTAL AGREEVENT. No modification of this Rental Agreement that bo binding upon the particle or other of them unitset such modification is inviting and day accepted in willing.
14. RELATICHESNE OF PARTIES, Notiving is this Rental Agreement start render RUDO is may manner a partner, egent, bind variants or a trassation of CUSTONER is the operation and use of the Equipment or existed RUDO is any other start and the operation and use of the Equipment or existed RUDO is any other start and the operation and use of the Equipment or existed RUDO is any other start and the operation and use of the Equipment of the Start and Equipment.
15. PLACE OF MAXING, RUDD's location set forth in Paragreph 3C bits by the start of a HIS INCOM Section, whether such set forth in Paragreph 3C insing interaction that bo cattled at RUDD's location set forth in Paragreph 3C insing interaction that by cattled at RUDD's location set forth in Paragreph 3C insing interaction that by cattled at RUDD's location that set all dispricts insing interaction that by cattled at RUDD's location that the start set forth in Paragreph 3C insing interaction and the set of the RUDD's location that the start set forth in Paragreph 3C insing interaction that by cattled at RUDD's location that set of the starts of the set of the construction innovel in the set of the set of the rent RUDD's location and first in Paragreph 3C barred that set of the set of the set of the construction innovel in the set of the rental location in the Rental Agreement is profitive that related by any low of the set of the memory provision er doub in Rival Preliability of unconstruction innovel in the set of the rental location in the relation of unconstruction innovel in the set of the set of the rental-location in the relation of unconstruction innovel in the set of the rental-location in the relation of unconstruction innovel in the set of the rental-location in the relation of unconstruction innovel in the set of the rental-location

deutes hereof. 17. kuSCELLANEOUS, No worker of a broch of any providen d the Renal Agreement dual constitute a waker of any offer broch of the same or bay letter previous the second of the feedback Agreement. 10. NO ASSIGNMENT OR SUBLETIVIO BY CUSTOWER. CUSTOWER that not arcia, and a local productor or obtained by provider of a Renal Agreement or ball Exported or any right licento water of the prior broch the RUDO.

18. ASSIGNMENT BY RUDO, RUDO may assign its rights hareundar to any person participant or corporation, either with or robust recourse, and topon receipt of rots some estigment. (URITOMER High to estigated to RUDO's analyses to bai same extern the estigment. (URITOMER High to estigate to bai analyses to bai same extern that have bailed and the bailing of the assent and of the rights granted RUDO's norms, that have bailed and the same some analyses to bail same external to the bailing of the assent and of the rights granted RUDO horeunder. All representations, where the assertion of the RUDO's norms, that have be all and complete rights assent and off the same force and effect as it as assigned where RUDO. Purcher, type-assignments of CUSIOMER's estimation and will not be assigned by agreed for any purpore, and CUSIOMER's exhiptions and Rubo Steel to assign before assignments and association and will not be assigned by about reduction, recompany, defense, sector or counteristion evaluates to CUSIOMER against RUDD. IN ASSIGNMENT BY RUDD, RUDD may assign its rights hareunder

egatest RUDD. 20. SUDJECT TO RUDD'S ACCEPTAVICE. This Reval Associated is subject to ecceptaron by RUDD and sharing to bibling upon RUDD unit signed by RUDD's extracted representative. Acceptance that to executed by RUDD con the altacted Acknowledgemeet Copy which shall be returned to CUSTOVER by United

attactied Acknowledgment Copy which shalt be returned to CUSTONER by United States Max. 21. UCC-1. CUSTOMER eppoints RUDD as its atterney in fact to excore and fits any UCC-1 francing attalement deemed eperpoints by RUDD by protect is consciently or other functions and the stream of the state of the EUGPONES MAY TIMPE MADE ONLY ON WRITTEN STATEMENTS ADOUT THE EUGPONES MAY TIMPE MADE ONLY ON WRITTEN STATEMENTS ADOUT THE EUGPONES MAY TIMPE MADE ONLY ON WRITTEN STATEMENTS ADOUT THE EUGPONES MAY TIMPE MADE ONLY ON WRITTEN STATEMENTS ADOUT THE EUGPONES TO THE RELIED UPON BY CUSTOMER AND ARE NOT APART OF THIS REPART. SUCH STATEMENTS DO NOT CONSTITUTES AND THIS REPART. SUCH STATEMENTS DO NOT CONSTITUTES ADOUT THE STATEMENT. SUCH STATEMENTS DO THE AND ARE NOT THE PARTNES IS ENRICONED BY THE REFINAL ADDREEMENT. THIS REFINAL AGREEMENT, SIGNED AND DATED BY BOTH PARTIES, SCHRITTEN STATEMENTS CONTLETE AND EXCLOSIVE STATEMENT OF THOSE TERMS, EMDERICE OF SIMUL NOT BE ADMATTED INTO ENDERNE IN ANY LAWER SCHOOLSE OF SIMUL NOT BE ADMATTED INTO ENDERNE IN ANY MAIL ATTEMENT TO EXPLANT THE MEMATING OF ANY TERMENT HE REMAL AGREEMENT.

ALL THE ABOVE TERMS AND CONDITIONS HAVE BEEN READ AND ARE THOROUGH &Y UNDERSTOOD. THIS RENTAL AGREEMENT DOES NOT CONTAIN A PURCHASE OPTION WALESS SET FORTH IN A SEPARATE WRITTEN AMENDMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RENTAL AGREEMENT.

RUDD EQUIPMENT COMPANY Jan Ville By: Vice President TIYe 7/4/1 Date

CUSTOMER: Repletomen. Cherry Contraction My Marship . Instituted 0)_ Av Ruchter In Parary Tre Dala . (Satesmin Coltario as weness) Winess_

Performance and payment of CUSTOMER's obligations , or the total up to a maximum of \$ amount which is payable by CUSTOMER under this Rental Agreement (whichover is greater) is personally guaranteed by:

TA'o: Dale:

Case 12-51502 Doc 5492-1 Filed 05/15/14 Entered 05/15/14 16:22:51 Exhibit AA (White Declaration) and Exhibits AA-1 through AA-7 Pg 14 of 16

		7 32427 LC, KY 40232-2427 459-8595	// 0	:0py //	INVOICE Page 1(1)
TIN 61-0445955	Invoice no	Guatomerno	Inv date	Due date	
	103910000019	1004542	11/26/12	11/26/12	
Sold to Grand Eagle Mining Inc Po Box 66823 St Louis, MO - 63166-6823	٦ •	Po Bo) Eagle Mining x 66823 is, MO - 63160		
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Payment terms	
Cash on Delivery	
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Description	• ગાંપ	U/M	Price	Amount
A000142 (s/n 8R6BAN001013) OT Billing Neter Hours Aug 2012-Sept 2012 400 hours Overusage Aug 2012-Sept 2012 147hours@\$97.50		-		14,332.50
÷				
SEND PAYMENT TO: RUDD EQUIPMENT COMPA		1	TOTAL	14,332.50
Dept 77432, P.O. BOX 77000 Detroit, MI 48277			SALES TAX	0.00
INTEREST AT THE RATE OF 1.6% PER MONTH WILL BE CHARGED ON TH	IE UNPAID DALA APLE INTEREST.	NCE.	INVOICE TOTAL	14,332.50

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	ENT COMPAN VELROAD P.O. DOX VO213-3041 LOUISVIL	V (32427 LE, KY 40232-2427		// COPY //	INVOIC PAGE 1(1	
LOUSVICE, KY (602) 450-4050	FAX (502)) 459-6696			,	
TIN 61-0446955	Invoice no	Customer no	Inv date	Due date		
	103910000025	1004542	11/27/1	2 11/27/12		
Sold to		Ship t	0			
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Grand Eagle Mining Inc Po Box 66823	,		l Eagle Mir x 66823	ning Inc		,
St Louis, MO - 63166-6823			uls, MO - 6	3166 6823		
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	4					
	the second se	ient terms				_
	Cast	on Delivery				
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Description A000142 (s/n 8R6BAN001013) OT E		Qty	UM	Price	Amount 19,597.50	-
	9 . N					
Dept	D EQUIPMENT COMF 77432, P.O. BOX 770 III, MI 48277		11	DTAL ALES TAX	19,597.50 0.00	
INTEREST AT THE RATE OF 1.6% PER MONTH V INTEREST IS CALCULATED ON THE BASIS	MLL BE CHARGED ON T OF 18% PER ANNUM S	THE UNPAID BALANC	ε.	VOICE TOTAL	19,597.50	
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Case 12-51502 Doc 5492-1 Filed 05/15/14 Entered 05/15/14 16:22:51 Exhibit AA (White Declaration) and Exhibits AA-1 through AA-7 Pg 16 of 16

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EQUIPM 15 11 EI EI COUSMILE, NY (502) 450-4050	SNT COMPAN VIEL ROAD P.O. BOX 40213-1041 LOUASVIL FAX (502)	LE, KY 40232-2427	<i>// C</i>	09Y //	INVOICE PAGE 1(1)
TIN 61-0445955	Involce no	Customer no	Inv date	Due date	
	103910000049	1004542	12/31/12	12/31/12	14
Sold to Grand Eagle Mining Inc Po Box 66823 St Louis, MO - 63166-6823	-1	Po Bo	Eagle Mìning < 66823 is, MO - 63166		Г
L		البين			

	Payment terms			
-	Cash on Delivery			
 Description	Qty	Ú/M	Price	Amount
A000142 (8R6BAN001013) OT Billing Meter Hours 10/10/12-11/10/12 400 Hours Overusage 10/10/12-11/10/12 88Hours@\$97				8,580.00

EXHIBIT AA - 7