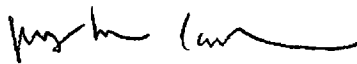


UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF OHIO Case 2:08-bk-62733 Claim 169-2 Filed 04/14		PROOF OF CLAIM	
In Re Triad Resources Inc <i>et al</i> Debtors	Chapter 11 Case No 08-62733 (Jointly Administered)	THIS SPACE IS FOR COURT USE ONLY RECD APR 12 2010	
Name of Debtor Against Which Claim is Held Triad Resources Inc	Case No. of Debtor 08-62733		
NOTE: Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name and address of Creditor (and name and address where notices should be sent if different from Creditor) Caterpillar Financial Services Corporation c/o Jeremy M. Campana Esq Thompson Hine LLP 3900 Key Center 127 Public Square Cleveland OH 44114-1291 Telephone number 216 566-5936 Email Address Jeremy.Campana@ThompsonHine.com		☒ Check this box to indicate that this claim amends a previously filed claim Court Claim Number 33 00168 and 33-00169 Filed on May 8, 2009	
Name and address where payment should be sent (if different from above) Telephone number Email Address		☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. ☐ Check this box if you are the debtor or trustee in this case	
1 Amount of Claim as of Date Case Filed \$148,221.75 If all or part of your claim is secured complete Item 4 below however if all of your claim is unsecured do not complete item 4. If all or part of your claim is entitled to priority complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9) complete Item 6. ☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges.		5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a) If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: ☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B) ☐ Wages salaries or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier 11 U.S.C. § 507(a)(4) ☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5) ☐ Up to \$2,425 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U.S.C. § 507(a)(7) ☐ Taxes or penalties owed to governmental units 11 U.S.C. § 507(a)(8) ☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(2)	
2 Basis for Claim Heavy Equipment Sales Contracts (See instruction #2 on reverse side)		Amount entitled to priority \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment	
3 Last four digits of any number by which creditor identifies debtor 3a Debtor may have scheduled account as N/A (See instruction #3a on reverse side)		FOR COURT USE ONLY FILED APR 12 2010 Triad Resources Inc  33 00169 2	
4 Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff ☐ Real Estate ☐ Motor Vehicle ☐ Other Describe _____ Value of Property _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim if any _____ Basis for perfection _____ Amount of Secured Claim \$ _____ Amount Unsecured \$ _____			
6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes purchase orders invoices itemized statements of running accounts contracts judgments mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of redacted on reverse side). DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING If the documents are not available please explain _____			
Date April 12, 2010	Signature The person filing this claim must sign it. Sign and print name and title if any of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney if any.  Jeremy M. Campana Counsel for Caterpillar Financial Services Corporation		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both 18 U.S.C. §§ 152 and 3571			

Caterpillar Financial Services Corporation ("CAT") filed an original proof of claim against Triad Resources, Inc on May 8, 2009 (2 copies were provided and it seems the claim was recorded twice) This amended claim supersedes and replaces all prior claims of CAT The majority of the CAT contracts forming the basis of the original claim have been satisfied in full with the exception of the two remaining contracts listed below

<u>Contract Number</u>	<u>Contract Date</u>	<u>Debtor</u>	<u>Equipment</u>	<u>Claim on Petition Date</u>	<u>Payments Received</u>	<u>Sale Proceeds</u>	<u>Current Balance</u>
525400	July 11, 2008	Triad Resources, Inc	CAT 315CL Excavator	\$112,003 71	\$21,958 14	\$53,710 19	\$36,335 48
527259	July 29, 2008	Triad Resources, Inc	CAT D6NXL Track-type Tractor	\$218,727 47	\$17,066 20	\$89 775 00	\$111,886 27
			TOTAL	\$330,731 18	\$39,024 34	\$143,485 19	\$148,221 75

Supporting documents are attached hereto

525400

1 JUL 72 5 44 PM '72

TERMS AND CONDITIONS

1. **PAYMENT** Purchaser shall pay to Seller at Computiplex Financial Services Corporation PO Box 33884 Newark, NJ 07188-0884 or such other location set forth in writing the full balance (gross) due as follows: (a) or (b):

2. (a) In the event of monthly installments of \$2,000.00 due with the first installment due on 8/1/68 on the balance of the balance of the loan of \$100,000.00, the monthly installments shall be due on the first day of the month thereafter until the balance of the loan is paid in full.

— (b) in accordance with the (Physical) Subjective method (direct & indirect)

Upon assignment in full satisfaction of the total unpaid First Mortgage, Purchaser shall receive a release by the bank of all portion of its mortgage charge against Loan and all associated taxes and administrative fees of \$275. except as otherwise expressly provided herein the obligor and/or its estate her under shall not be affected by any defect in delivery or loss of or interference with possession or use of any land by the attachment of any lien or claim in any title or for any other cause. No partial responsibility shall be allowed and any amount paid by Purchaser in excess of the amount outstanding shall be applied to future installments. Payment is that which is or partially satisfies future installments and does not stop the accrual of the Finance Charge.

2. **LATE CHARGES** If Seller does not receive a payment or any portion thereof on the date it is due, Purchaser shall pay to Seller, on demand, a late payment charge equal to five percent (5%) of the payment due or the highest charge then allowed by law, whichever is less.

3. **DISCLAIMER OF WARRANTIES.** Purchaser has selected each Unit based upon its own judgment and user's knowledge that each Unit is of a size, design and type selected by Purchaser and that Seller is not a manufacturer of the Unit. SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE UNIT, WITH THE EXCEPT TO THIS CONTRACT OR TO ANY UNIT, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH UNIT IS SOLD AS IS, WHERE IS, AND SELLER SPECIFICALLY MAKES NO WARRANTY AS TO THE QUALITY OF MATERIALS OR WORKMANSHIP OR THE CONFORMITY THEREOF TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR AGREEMENT RELATING HERETO. SELLER HEREBY EXPRESSLY DISCLAIMS AND PURCHASER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES AND CLAIMS, FACTS OR IMPLIED ARISING BY LAW OR OTHERWISE WITH RESPECT TO ANY UNIT OR TO THIS CONTRACT INCLUDING A IMPLIED WARRANTY (A) AN IMPLIED WARRANTY THAT ANY UNIT IS MERCHANTABLE (B) ANY IMPLIED WARRANTY THAT ANY UNIT IS FIT FOR A PARTICULAR USE OR PURPOSE (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF DEALING OR USAGE OF TRADE (D) ANY OBEDIENCE LIABILITY RIGHT CLAIM OR REMEDY IN TORT AND (E) ANY OBLIGATION LIABILITY RIGHT CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY UNIT FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO ANY UNIT FOR ANY LIABILITY OF SELLER TO ANY THIRD PARTY OR FOR ANY OTHER DIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING STRIKE OR ABSOLUTE LIABILITY IN TORT. Seller agrees to hold Buyer harmless in any of the manner whether or not caused by the Unit, not including, contained, or not to be construed to deprive Purchaser of whatever right is purchaser may have against parties other than Seller (such as the manufacturer of any Unit) and Purchaser agrees to look solely to such third party, without fault or liability of Seller, for recovery on any such cause of action as may exist and file

[illegible]

5. TAXES. Purchaser shall promptly pay all taxes assessments, fees and other charges of whatever nature assessed against any lot or lots or any other part of the lot or lots or any person or firm or individual or other entity except the taxes assessed on State

[illegible][illegible]

14. **INSURANCE.** Throughout the term of this Contract, Purchaser at its expense shall keep each Unit and Addendum Unit(s) (as "Unit" above) insured with a minimum of insurance policy by the benefit of Seller own or its agents for their full reasonable value and actual maximum "proper" coverage, policies of insurance to be submitted as reasonably acceptable to Seller. All insurance shall be in "force" and with companies at Seller's sole approval. Seller's policies shall be loss payable to the Unit(s) without the right of contribution from any other insurance carried by Seller and shall provide that the insurance may not be canceled or altered without the written consent of Seller without at least ten (10) days' prior written notice to Seller. Purchaser shall not make adjustments with their carrier except with Seller's prior written consent and hereby irrevocably appoints Seller as Purchaser's attorney in fact to receive payment of and to endorse all checks, drafts and other documents and to take any other actions necessary to pursue insurance claims and to cover payments if Purchaser fails to do so. Purchaser shall promptly notify Seller of any occurrence which may become the basis for a claim and shall provide Seller with all requested pertinent data. Purchaser shall promptly deliver to Seller evidence of such insurance coverage.

[illegible][illegible]

Name (PRINT) Cecil P. Walker
Title Vice President Finance

**ASSIGNMENT OF INSTALLMENT SALE CONTRACT
(WITHOUT RECOURSE)**

For valuable consideration the receipt of which is hereby acknowledged CECIL P. WALKER MACHINERY CO. CHARLESTON WV (Assignor) hereby sells, assigns, transfers and sets over to Caterpillar Financial Services Corporation (Assignee) its successors and assigns, WITHOUT RECOURSE as to the financial ability of the Buyer (identified below), to pay (a) all of Assignor's interest in and rights and remedies under the Installment Sales Contract between Assignor and TRIAD RESOURCES INC. (Buyer), dated as of 7/11/08, together with any and all notes, guarantees, certificates, instruments or other documents related thereto (collectively, the "Contract") including all of Assignor's rights to collect any and all installments due and to become due on the Contract and to take in Assignor's or Assignee's name any and all proceedings Assignor might otherwise take, and (b) Assignor's security interest in the "Units" (as such term is defined in the Contract).

Assignor represents and warrants to Assignee that (a) the Contract is genuine and all statements of fact contained therein are true and correct; (b) the Contract has been duly authorized, executed and delivered by the parties thereto and the signatures thereon are the genuine signatures of the parties whose signatures they purport to be; (c) the Contract is the original and only contract executed in connection with the Units; (d) the Contract constitutes the entire agreement of the parties with respect to the Units; (e) the Contract is a valid and binding agreement of each party thereto enforceable against such party in accordance with its terms; (f) Assignor has the right to assign the Contract to Assignee; (g) as of the date hereof no party to the Contract is in default thereof; (h) the Units have been delivered to Buyer under the Contract in satisfactory condition and have been unconditionally accepted by Buyer; (i) upon acceptance of this Assignment by Assignee Assignee will have a valid perfected first priority security interest in the Units and in all equipment (if any) described as Additional Security in the Contract and good title to the Contract free of all liens, claims, security interests and encumbrances; and (j) as of the date hereof the unpaid balance specified in the Contract is \$139,390.08, without offset or deduction of any kind.

This Assignment shall be binding on Assignor, its successors and assigns and shall inure to the benefit of Assignee, its successors and assigns. This Assignment shall become effective only upon acceptance hereof by Assignee.

IN WITNESS WHEREOF Assignor has duly executed this Assignment on 06/30/08

Caterpillar Financial Services Corporation
(Assignee)

Signature Ashley Bond

Name (PRINT) Ashley Bond

Title Commercial Manager

Accepted on 7/11/08

CECIL P. WALKER MACHINERY CO.
(Assignor)

Signature Cecil P. Walker

Name (PRINT) Cecil P. Walker

Title Vice President Finance



UCC FINANCING STATEMENT

FOR LOW INSTRUCTIONS (front and back) CARD FULLY

1. NAME & PHONE OF CONTACT A. FILER (optional) Phone (800) 331 3282 Fax (818) 662 4141	
B. SECRETARY KNOWLEDGE IDENTIFY (Mortgagee) (optional) UCC Direct Services P O Box 29071 Glendale CA 91209-8071 15003965	
OH Secretary of State	

UCC Direct Services
Representative of Filing

This filing is Completed
File Number OH091/8189510
File Date 14-JUL 2008

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. ORGANIZATION NAME TRIAD RESOURCES INC			
2. INDIVIDUAL LAST NAME	FIRST NAME	PO BOX	SUFFIX
3. ADDRESS ROUTE 7 NORTH	CITY MARIETTA	STATE OH	POSTAL CODE 45750
COUNTRY USA	4. TYPE OF ORGANIZATION Corporation		
5. FILING OFFICE OH			
☒ HOME			
6. ORGANIZATION NAME			
7. INDIVIDUAL LAST NAME	FIRST NAME	PO BOX	SUFFIX
8. ADDRESS 2120 WEST END AVE	CITY NASHVILLE	STATE TN	POSTAL CODE 372030986
COUNTRY USA	9. TYPE OF ORGANIZATION Corporation		
10. FILING OFFICE TN			
☐ HOME			

ONE (1) CATERPILLAR 315C EXCAVATOR S/N CJC02447
And substitutions, replacements, additions and accessories hereto now owned or hereafter acquired and proceeding thereon

1. FILING OFFICE OH	2. FILING OFFICE OH	3. FILING OFFICE OH	4. FILING OFFICE OH	5. FILING OFFICE OH	6. FILING OFFICE OH	7. FILING OFFICE OH	8. FILING OFFICE OH	9. FILING OFFICE OH	10. FILING OFFICE OH
OPTIONAL FILING REFERENCE DATA 001-0525400-000									
31200022									
0525400-000									
FILING OFFICE COPY UCC FINANCING STATEMENT (FORM UCC1) (REV. 01/03)									

INSTALLMENT SALE CONTRACT (SECURITY AGREEMENT)

PURCHASER(S)
TRIAD RESOURCES INC
 ROUTE 7 NORTH
 MARTINIA OH 43070

SELLER (DEALER)
FRUIT WALKER MACHINERY CO
 HWY 60 EAST
 E G RDN 2427
 CHARLESTON WV 25329-2427

527259

County WASHINGTON

Subject to the Terms and Conditions set forth below of this Installment Sales Contract (the "Contract") Seller hereby sells the equipment described below (the "Unit" or "Units") to Purchaser and Purchaser (if more than one person and severally, having legal title of both units) and price and terms set forth below are hereby made a part of this contract.

NEW (IF USED) OR FIRST USED	SIGNATURE	DESCRIPTION OF UNIT(S)	SERIAL #	DELIVERED DATE
		Category Truck Type Tractor	7607 17207	5-25-08

FIRST USED	DESCRIPTION OF ADDITIONAL SECURITY (MAKE, MODEL & SERIAL NUMBER)				
		Sub Total	\$	7,114.00	
		Sales Tax	\$	1,422.80	
		Property Tax	\$	0.00	
		Other Tax	\$	1.00	
		Total Tax	\$	1,423.80	
		Total Cash Price	\$	8,537.80	
		First Down Pay	\$	1,707.56	
		New Trade-in Allow	\$	0.00	
		Total Down Payment	\$	1,707.56	
		Unpaid Balance of Cash Price (1-2)	\$	6,830.24	
		Interest (1-3) (4) (5)	\$	300.00	
		Delivery Fee	\$	0.00	
		Financing Fee	\$	0.00	
		Storage Fee	\$	0.00	
		Freight Fee	\$	0.00	
		Other Fee	\$	0.00	
		Physical Damage Insurance	\$	0.00	
		Principal Balance	\$	6,830.24	
		(APR - 12.99%) (6) (7)	\$	114.50	
		Finance Charge	\$	114.50	
		Total Price Difference	\$	114.50	
		Cash Balance	\$	0.00	
		Total of Payments (8) (9)	\$	7,045.24	
		Total of Payments (10) (11)	\$	7,045.24	
		Annual Percentage Rate		12.99%	
		Date FINANCIAL CHARGE begins to accrue		JUL 9 2008	

If applicable, Purchaser hereby sells and conveys to Seller the above described Trade-in Equipment and warrants it to be free and clear of all claims, liens, security interests and encumbrances except to the extent shown above.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

NOTICE TO PURCHASER: (1) DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ESTIMATED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. (3) UNDER THE LAW YOU MAY HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. (4) IF THIS CONTRACT IS NOT EXECUTED BY PURCHASER ON OR BEFORE August 16, 2008 THIS CONTRACT MAY BE CONSIDERED NULL AND VOID BY SELLER.



TERMS AND CONDITIONS

AUG 29 2008

____ (b) is to proceed with the Payroll Schedule introduced in this Contract

2. **LATE CHARGES.** If Seller does not receive payment on any payment due on the date set in due the Buyer shall pay to Seller one hundred and one percent (101%) equal to five percent (5%) of the payment due or the highest charge then allowed by law, whichever is less.

[illegible]

6. LOSS OR DAMAGE. From the time the Unit is purchased by Purchaser, Purchaser shall bear the risk of any thing being stolen, lost, destroyed, damaged or in any way damaged, whether or not the loss or damage is caused by fire, theft, flood, or any other cause. In the event of a Casualty Occurrence, Purchaser shall pay to Lender the full replacement cost of the Unit, less any insurance proceeds received by Purchaser. If the Unit is damaged, Lender shall, at its option, repair or replace the Unit, or pay to Purchaser the full replacement cost of the Unit, less any insurance proceeds received by Purchaser. If the Unit is destroyed, Lender shall, at its option, replace the Unit or pay to Purchaser the full replacement cost of the Unit, less any insurance proceeds received by Purchaser. If the Unit is damaged, Lender shall, at its option, repair or replace the Unit, or pay to Purchaser the full replacement cost of the Unit, less any insurance proceeds received by Purchaser. If the Unit is destroyed, Lender shall, at its option, replace the Unit or pay to Purchaser the full replacement cost of the Unit, less any insurance proceeds received by Purchaser.

7. WAIVER AND INDEMNITY. Pur have hereby released and shall indemnify and hold Seller harmless from and against all claims, damages, losses, expenses, attorney's fees and costs, including reasonable attorney's fees, which may be asserted against or incurred by Seller or its employees (each an "Indemnitee") from and against an end user Claim as defined hereunder, in such as may directly or indirectly result from the actual, threatened or gross negligence or willful misconduct of such Indemnitee by paying on the other basis or bearing discharging same when and as such Claim shall become due. Purchaser agrees that the indemnity provided pursuant to the Section includes the agreement by Purchaser to indemnify and hold Seller harmless from the consequences of its own negligence, whether that negligence is the sole, or contributing cause, of the Claim, and is further understood by both parties that Seller's obligation with respect to Claims for which Seller is not strictly liable. Seller shall pay. Pur have no obligation to indemnify Claims hereby excluded and Seller shall be entitled to limit the damages and/or to settle any Claim on any basis and is hereby irrevocably bound to defend and defend the same and is hereby continuing for Purchaser conditions in writing its unconditional and irrevocable commitment to defend and defend the same with the cost of defense and Plaintiff is hereby irrevocably obligated to pay its obligations under this Section and (d) Seller approves the defense counsel selected by Purchaser. "Claims" shall mean all claims, allegations, harms, judgments, settlements, suits, actions, debts, obligations, damages, losses, expenses, attorney's fees, costs, demands for or claims for compensation, indemnification, reimbursement or otherwise, losses, penalties, fines, liabilities (including a net bill), or other charges that Seller has incurred or for which it is responsible, in the nature of injuries, liens and costs (including attorneys' fees and disbursements and any other legal expenses or investigation costs) of any Claim, whether or not such Claim is ultimately defeated or extinguished, or whether or not such Claim is determined to be indemnifiable or not, or whether or not such Claim is available at law or equity to Seller, of whatever kind or nature, contingent or otherwise, insured or uninsured, foreseeable or unforeseeable, by or against its person or any on account of (a) this Contract, including the performance thereof, including any level of Claim or defense or any other claim, or (b) any other claim, or (c) any other claim, or (d) any other claim, or (e) any other claim, or (f) any other claim, or (g) any other claim, or (h) any other claim, or (i) any other claim, or (j) any other claim, or (k) any other claim, or (l) any other claim, or (m) any other claim, or (n) any other claim, or (o) any other claim, or (p) any other claim, or (q) any other claim, or (r) any other claim, or (s) any other claim, or (t) any other claim, or (u) any other claim, or (v) any other claim, or (w) any other claim, or (x) any other claim, or (y) any other claim, or (z) any other claim, or (aa) any other claim, or (ab) any other claim, or (ac) any other claim, or (ad) any other claim, or (ae) any other claim, or (af) any other claim, or (ag) any other claim, or (ah) any other claim, or (ai) any other claim, or (aj) any other claim, or (ak) any other claim, or (al) any other claim, or (am) any other claim, or (an) any other claim, or (ao) any other claim, or (ap) any 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attached from time to time insurance, surety, condition, ownership or operation of any Unit and by whomsoever owned, used, possessed or operated during the term hereof the existence of a Unit and other defects (whether or not discoverable by Seller or Purchaser) and Claims in tort for negligence or strict liability and any Claims for patent, trademark or copyright infringement or the loss, damage, destruction, theft or other disposition of any User or any Claimant's personal, including, Claims involving or alleging environmental damage or any criminal or tortious act, or for any other reason whatsoever. If any Claim is made against Purchaser or an Indemnified party receiving notice of such Claim shall promptly advise the other but the failure of the party receiving notice to so notify the other shall not release Purchaser of any of its obligations hereunder. Further, Purchaser agrees to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by Seller or its directors, officers, employees or agents in defending such claims or in enforcing this provision. Under no circumstances shall Seller be liable for any loss of actual or anticipated business or profits or any special, indirect or consequential damages.

4. INSURANCE Throughout the term of this Contract, Purchaser, at its expense, shall keep each Unit and Additional Security (as listed above) insured with a commercial insurance policy for the benefit of Seller against all risks for their full insurable value and shall maintain continuously a public liability insurance in an amount reasonably acceptable to Seller. All insurance shall be in a form and with companies as Seller shall approve. Such specialty policy, as in excess policy, shall be primary without it the right of contribution from any other insurance carried by Seller, and shall provide that the insurance may not be canceled or altered so as to affect the interest of Seller without its prior written consent (III) days prior written notice to Seller. Purchaser shall not make adjustments with insurers except with Seller's prior written consent and hereby irrevocably appoints Seller as Purchaser's attorney in fact to receive payment of and to deliver all checks, drafts and other documents and file any or all actions necessary to pursue insurance claims and receive payments. Purchaser shall hold an Paraguard shall promptly notify Seller of any new or renewed policy which may become the subject of a claim and shall provide Seller with all requested pertinent data. Purchaser shall promptly deliver to Seller evidence of such insurance coverage.

9. **EVENTS OF DEFAULT.** Each of the following constitutes an event of default (Event of Default): (a) Purchaser fails to make any payment on the debt or interest thereon or any other debt or interest due to Seller in connection with this Contract as required or indicated by (b) Purchaser fails to maintain or perform any covenants or obligations with any bank, broker, lender or financial institution for ten (10) days after written notice to Purchaser; (c) any of the assets under any debt agreement between Purchaser and any guarantor of this Contract and Seller or any affiliate of Seller; (d) Purchaser or any guarantor of this Contract ceases to do business and does business in solvent liquidation or assignment for the benefit of creditors or files any petition for liquidation under any applicable reorganization, insolvency or liquidation law; or (e) any of the assets of or relating to debtors; (f) filing of any involuntary petition under any bankruptcy law against Purchaser or any guarantor of this Contract or appointment of a receiver, trustee, custodian or similar officer to take possession of the properties of Purchaser or any guarantor of this Contract; (g) the filing of any petition in bankruptcy or insolvency proceedings or similar proceedings in any court within thirty (30) days after filing of assignment; (g) there is a material adverse change in Purchaser or any guarantor's financial condition, business operations or prospects, and/or (h) termination, breach or repudiation of any agreement in full or in connection with this Contract.

11. **REMEDIES.** If an Event of Default occurs, Seller at its option may exercise any one or more of the following remedies (a) proceed at law or in equity (except a specific remedy for its performance or to receive damages) (b) declare it a Contract default and cause the Contract to be terminated, where it is to be the Obligor and Purchaser's other rights, but not its obligations hereunder (c) declare all amounts due or to be due under this Contract due in any sum, the portion of the Finance Charge immediately due and payable (d) recover any additional damages and expenses incurred by Seller by reason of the breach of any covenant, representation or warranty contained in this Contract (e) enforce the security interest granted herein (f) require Purchaser to assemble the Unit and Additional Security if it is due (g) it is available to Seller at a place designated by Seller which is reasonably convenient to both parties and (g) enter any premises where any Unit or Additional Security may be located and take immediate possession thereof and remove for disposal in places which Seller (and/or any Unit author party) without notice is liable to do if it is necessary. Time is of the essence of this Contract. Purchaser agrees to pay all charges, costs, expenses and reasonable attorney's fees (including the cost of any litigation) incurred by Seller in enforcing this Contract. Seller shall have all its rights given to a secured party by law and may retain all monies paid by Purchaser hereunder as compensation for the reasonable use of the Units by Purchaser. Seller may at its option undertake commercially reasonable actions on sell a Unit and Additional Security and the proceeds of any such sale shall be applied FIRST to reimburse Seller for all its reasonable expenses of making, holding, preparing for sale and selling the Unit and Additional Security (including any taxes, charges, and expenses and reasonable attorney's fees incurred by Seller and second to the extent not previously paid by Purchaser, to pay Seller all amounts then due or accrued under this Contract including any late payment payments, net late payment charges. Further, Purchaser agrees that the proceeds received from the sale of each Unit shall be applied first to the cure and if obligations are paid under this Contract (as provided above) and only after all such shall be applied to any other existing and future unaccrued obligations of Purchaser in connection with the Unit and Additional Security with or without the Unit or Additional Security being proper at such time or all claims are fully payable. The remedies provided to Seller shall be cumulative and in addition to and without limitation of law or in equity. If Purchaser fails to perform its obligations under this Contract Seller may, at its option, at its sole discretion, suspend such of its unit and the expenses in default of performance under this shall be payable by Purchaser up to the end of the third

[illegible]

12. **ASSIGNMENT; COINTEGRANTS.** Purchaser agrees that Seller may assign all or encumber all or any part of this Contract, its payment hereunder and the Units or any portion thereof with or without notice to Purchaser. In the event of any such assignment, Purchaser agrees to unconditionally pay directly to the assignee such amounts Seller receives from Purchaser in good collected funds which shall be direct to the interest so assigned. THE RIGHTS OF ANY SUCH ASSIGNEE SHALL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET OFF WHICH PURCHASER MAY HAVE AGAINST SELLER. If required, Purchaser shall assign Seller in the assignment of any of the rights under this Contract that with a notice of assignment in a form approved by Seller and not filed by Seller. Purchaser shall make all payments due under this Contract to the party designated in the notice with a notice of default. In the event of any assignment to a third assignee, Seller hereby consents to the sharing of its complete information, including personal information, relating to the sales, price, sales volume, financial information, its employees, agent or other representatives hereof so long as such recipient agrees to use the Seller's name in its contract with a third party.

integration. Purchaser shall not assign this Contract or any right or obligation under it without the prior written consent of Seller. Upon any assignment by Seller of its rights hereunder, and except as may otherwise be provided herein, all references in this Contract to "Sellers" shall include such assignees. Subject always to the foregoing, this Contract shall inure to the benefit of, and be binding upon, Purchaser and Seller and their respective successors and assigns. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by Seller on the signature page hereof as the original will constitute any original document. A photocopy or facsimile of this Contract will be legally admissible under the "best evidence rule." A signed copy of this Contract and/or any related document sent by electronic means shall be treated as an original document and shall be admissible as evidence thereof and all signatures thereon shall be binding as if original signatures were personally delivered.

13. EFFECT OF WAIVER, FUTURE AGREEMENT, NOTICE APPLICABLE LAW. A delay or omission by Seller to exercise its right or remedy shall not impair any right or remedy and shall not be construed as a waiver of any breach or default. Any waiver or consent by Seller must be in writing. This Contract, including schedules, riders, or addenda herein, completely states the rights of Seller and Purchaser and supersedes all prior agreements with respect thereto. All notices shall be in writing, addressed to the other party at the address stated on the front or at such other address as may hereafter be furnished in writing. This Contract shall be governed by and construed under the laws of the State of Tennessee without giving effect to the conflict of laws principles thereof, and Purchaser hereby submits to the jurisdiction of any state or federal court located within the State of Tennessee. ALL PARTIES HERETO HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS CONTRACT, THE OBLIGATIONS OR THE CONSEQUENCES THEREOF.

14. NO AGENCY, MODIFICATION OF CONTRACT. Purchaser expressly acknowledges that no action, statement, representation, warranty, promise or undertaking taken or made by any person or entity other than an authorized employee of the Seller shall be binding upon Seller. No statement, representation, warranty, promise or undertaking made by any authorized employee of Seller shall be binding upon Seller unless it is in writing signed by Seller. Any waiver, amendment, abrogation, modification or other modification of any provision of this Contract or any provision of any of the related documents must be in writing, signed by Seller and Purchaser, provided however, Purchaser agrees that Seller may correct patent errors in all such documents such as set of numbers, dates and the like.

15. INTERRELATIONS, PURCHASERS. If more than one (1) Purchaser is party to this Contract, the liability of the Purchasers shall be joint and several. As it relates to "Purchaser" herein shall be deemed to refer to each Purchaser. Any Purchaser may act for the other Purchasers under this Contract and any such action shall be binding on all other Purchasers as if each had taken such action. Any occurrence of an Event of Default shall be deemed to be a default by all Purchasers. Each Purchaser agrees and agrees to require Seller to proceed against any other party, proceed against or exhaust any security held by or from any party or pursue any other remedies on Seller's behalf. The various provisions of this Contract are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Contract or any provision hereof.

16. SEVERABILITY, SURVIVAL OF COVENANTS. If any provision of this Contract shall be invalid under any law, it shall be deemed certified that the remaining provisions herein shall be given effect. All obligations of Purchaser under this Contract shall survive the expiration or termination of this Contract to the extent required for their full observance and performance.

By execution hereof, the signers hereby certify that each signer has read this Contract and all schedules, riders and addendums attached hereto. Until this Contract (or identical counterpart thereof) has been signed by a duly authorized representative of Seller, it shall constitute an offer by Purchaser to enter into this Contract with Seller on the terms stated herein.

Purchaser(s) and Seller have duly executed this Contract as of JUL 29 2008

For and on behalf of:
KEND RESOURCES, INC.

By [Signature]

Name (PRINT) J. S. Turner

Title Vice President

Seller
CECIL WALKER MACHINERY CO.

By [Signature]

Name (PRINT) Cecil P. Walker

Title Vice President Finance

**ASSIGNMENT OF INSTALLMENT SALE CONTRACT
(WITHOUT RECOURSE)**

For valuable consideration the receipt of which is hereby acknowledged CECIL WALKER MACHINERY CO CHARLESTON WV ("Assignor") hereby sells assigns transfers and sets over to Caterpillar Financial Services Corporation ("Assignee") its successors and assigns WITHOUT RECOURSE as to the financial ability of the Buyer (identified below) to pay (1) all of Assignor's interest in and rights JUL 29 2008 under the Installment Sales Contract between Assignor and TRIAD RESOURCES INC ("Buyer") dated as of JUL 29 2008, together with any and all notes guarantees certificates instruments or other agreements related thereto (collectively the "Contract") including all of Assignor's rights to collect any and all installments due and to become due on the Contract and to take in Assignor's or Assignee's name any and all proceedings Assignor might otherwise take and (b) Assignor's security interest in the "Units" (as such term is defined in the Contract)

Assignor represents and warrants to Assignee that (a) the Contract is genuine and all statements of fact contained therein are true and correct (b) the Contract has been duly authorized executed and delivered by the parties thereto, and the signatures thereon are the genuine signatures of the parties whose signatures they purport to be (c) the Contract is the original and only contract executed in connection with the Units (d) the Contract constitutes the entire agreement of the parties with respect to the Units (e) the Contract is a valid and binding agreement of each party thereto enforceable against such party in accordance with its terms (f) Assignor has the right to assign the Contract to Assignee (g) as of the date hereof, no party to the Contract is in default thereunder (h) the Units have been delivered to Buyer under the Contract in satisfactory condition and have been additionally accepted by Buyer (i) upon acceptance of the Assignment by Assignee Assignee will have a valid perfected first priority security interest in the Units and in all equipment (if any) described as Additional Security in the Contract and good title to the Contract free of all liens claims security interests and encumbrances and (j) as of the date hereof the unpaid balance specified in the Contract is \$273,059.52 without offset or deduction of any kind

This Assignment shall be binding on Assignor's successors and assigns and shall inure to the benefit of Assignee its successors and assigns This Assignment shall become effective only upon acceptance hereof by Assignee

IN WITNESS WHEREFORE Assignor has duly executed this Assignment on 06/30/08

Caterpillar Financial Services Corporation
(Assignee)

Ashley Bond

Signature Ashley Bond
Name (PRINT) Ashley Bond

Title Documentation Manager

Accepted on JUL 29 2008

CECIL WALKER MACHINERY CO
(Assignor)

Signature Cecil P. Walker

Name (PRINT) Cecil P. Walker

Title Vice President Finance

10/10/08

10/10/08

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

NAME & PHONE OF CONTACT A FIL-REASON
Phone (800) 331 3282 Fax (818) 862-4141

SEND ACKNOWLEDGEMENT TO FILING OFFICE

UCC Direct Services
P O Box 29071
Glendale CA 91203-0071

15176027

OH Secretary of State

UCC Direct Services
Representation of filing

This filing is Completed
File Number OH00128554/9J
File Date 30 JUL 2008

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. FILER'S EXACT TITLE (LEGAL NAME) (Print or type name of filer in full) (If filer is a corporation, print or type the name of the corporation)

1. ORGANIZATION'S NAME TRIAD RESOURCES, INC			
2. INDIVIDUAL LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3. MAILING ADDRESS ROUTE 7 NORTH		CITY MARIETTA	STATE OH
4. POSTAL CODE 45750		COUNTY USA	
5. TYPE OF FILER A. INDIVIDUAL B. CORPORATION C. PARTNERSHIP D. TRUST E. OTHER	6. TYPE OF FILER A. INDIVIDUAL B. CORPORATION C. PARTNERSHIP D. TRUST E. OTHER	7. TYPE OF FILER A. INDIVIDUAL B. CORPORATION C. PARTNERSHIP D. TRUST E. OTHER	8. TYPE OF FILER A. INDIVIDUAL B. CORPORATION C. PARTNERSHIP D. TRUST E. OTHER

2. FILER'S BUSINESS ADDRESS (Print or type name of filer in full) (If filer is a corporation, print or type the name of the corporation)

3. ORGANIZATION'S NAME CATERPILLAR FINANCIAL SERVICES CORPORATION			
4. INDIVIDUAL LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
5. MAILING ADDRESS 2120 WEST END AVE		CITY NASHVILLE	STATE TN
6. POSTAL CODE 372030986		COUNTY USA	

3. FILER'S BUSINESS ADDRESS (Print or type name of filer in full) (If filer is a corporation, print or type the name of the corporation)

4. ORGANIZATION'S NAME CATERPILLAR FINANCIAL SERVICES CORPORATION			
5. INDIVIDUAL LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
6. MAILING ADDRESS 2120 WEST END AVE		CITY NASHVILLE	STATE TN
7. POSTAL CODE 372030986		COUNTY USA	

4. FILER'S BUSINESS ADDRESS (Print or type name of filer in full) (If filer is a corporation, print or type the name of the corporation)

ONE (1) CATERPILLAR (DBNX) TRACK TYPE TRACTOR S/N AKM02022

and substitutions replacements additions and accessions thereto now owned or hereafter acquired and proceeds thereon

1. FILER'S BUSINESS ADDRESS (Print or type name of filer in full) (If filer is a corporation, print or type the name of the corporation)	2. FILER'S BUSINESS ADDRESS (Print or type name of filer in full) (If filer is a corporation, print or type the name of the corporation)	3. FILER'S BUSINESS ADDRESS (Print or type name of filer in full) (If filer is a corporation, print or type the name of the corporation)	4. FILER'S BUSINESS ADDRESS (Print or type name of filer in full) (If filer is a corporation, print or type the name of the corporation)	5. FILER'S BUSINESS ADDRESS (Print or type name of filer in full) (If filer is a corporation, print or type the name of the corporation)	6. FILER'S BUSINESS ADDRESS (Print or type name of filer in full) (If filer is a corporation, print or type the name of the corporation)	7. FILER'S BUSINESS ADDRESS (Print or type name of filer in full) (If filer is a corporation, print or type the name of the corporation)	8. FILER'S BUSINESS ADDRESS (Print or type name of filer in full) (If filer is a corporation, print or type the name of the corporation)	9. FILER'S BUSINESS ADDRESS (Print or type name of filer in full) (If filer is a corporation, print or type the name of the corporation)	10. FILER'S BUSINESS ADDRESS (Print or type name of filer in full) (If filer is a corporation, print or type the name of the corporation)
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FILING OFFICE COPY UCC FINANCING STATEMENT (FORM UCC-1) (REV 03/02/07)

Eastern District of Michigan Southern District of Ohio Claims Register

2 08-bk-62733 Triad Resources, Inc

Judge C Kathryn Preston **Chapter** 11
Office Columbus **Last Date to file claims** 05/25/2009
Trustee **Last Date to file (Govt)**

<i>Creditor</i>	(12356187)	Claim No 169	<i>Status</i>
Caterpillar Financial Services Corporation		<i>Original Filed</i>	<i>Filed by</i> AT
c/o Jeremy M Campana Esq		<i>Date</i> 05/08/2009	<i>Entered by</i>
Thompson Hine LLP		<i>Original Entered</i>	<i>Modified</i>
3900 Key Center		<i>Date</i> 05/08/2009	
127 Public Square		<i>Last Amendment</i>	
Cleveland OH 44114-1291		<i>Filed</i> 04/12/2010	
		<i>Last Amendment</i>	
		<i>Entered</i> 04/12/2010	

Unsecured claimed \$148221 75

Total claimed \$148221 75

History

Details 169-1 05/08/2009 Claim #169 filed by Caterpillar Financial Services Corporation total amount claimed \$682159 92 (Campana, Jeremy)

Details 169-2 04/12/2010 Amended Claim #169 filed by Caterpillar Financial Services Corporation total amount claimed \$148221 75 (Campana Jeremy)

Description

Remarks (169-2) Amend and supersedes claim numbers 168 and 169

Claims Register Summary

Case Name Triad Resources, Inc

Case Number 2 08-bk-62733

Chapter 11

Date Filed 12/31/2008

Total Number Of Claims 1

	Total Amount Claimed	Total Amount Allowed
Unsecured	\$148221 75	
Secured		
Priority		
Unknown		
Administrative		
Total	\$148221 75	\$0 00