

In re:
Pawtucket Asphalt Corporation
Debtor

Case No. 12-10602-anv
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0103-1

User: carolsy
Form ID: pdfdoc

Page 1 of 2
Total Noticed: 16

Date Rcvd: Jun 25, 2012

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 27, 2012.

- db Pawtucket Asphalt Corporation, 25 Concord St, Pawtucket, RI 02860-3423
- cr +Attleboro Sand & Gravel Corp., 3 Belcher Street, Plainville, MA 02762-1303
- cr +Bank Rhode Island, One Turks Head Place, Providence, RI 02903-2215
- cr +Bristol County Savings Bank, 35 Broadway, Taunton, MA 02780-3242
- intp +Caterpillar Financial Services Corporation, c/o A. Neil Hartzell, Esq., LeClairRyan, P.C.,
One International Place, 11th Floor, Boston, MA 02110-2600
- cr +Hudson Liquid Asphalt, Inc., 89 Ship Street, Providence, RI 02903-4218
- intp ++INTERNAL REVENUE SERVICE, CENTRALIZED INSOLVENCY OPERATIONS, PO BOX 7346,
PHILADELPHIA PA 19101-7346
(address filed with court: Internal Revenue Service Insolvency Unit, 4th Floor,
380 Westminister Street, Providence, RI 02903)
- sp +Jager Smith, P.C., One Financial Center, 4th Floor, Boston, MA 02111-2653
- cr +Lorusso Corporation, 3 Belcher Street, Plainville, MA 02762-1303
- cr +Mack Financial Services, a division of VFS US LLC, c/o Cohn Dussi & Bilodeau, LLC,
931 Jefferson Blvd., Suite 1003, Warwick, RI 02886-2236
- cr National Grid Company, PO Box 960, Northborough, MA 01532-0960
- cr +Ralph M. Grieco, Ronald J. Amirault, CPA, 3239 Post Road, Warwick, RI 02886-7145
- acc +Sharon Caristi Quinn, 96 High Street, Plainville, MA 02762-1803
- cr +Small Business Loan Fund Corporation, 315 Iron Horse Way, Suite 101,
Providence, RI 02908-5625
- intp State of RI - Division of Taxation, RI Division of Taxation, Bankruptcy Unit,
One Capitol Hill, Providence, RI 02908-5800
- intp +State of RI - Labor and Training, Legal Department, Bldg 72 3rd Floor, 1511 Pontiac Avenue,
Cranston, RI 02920-4407

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- intp E-mail/Text: cio.bncmail@irs.gov Jun 25 2012 18:19:37
Internal Revenue Service Insolvency Unit, 4th Floor, 380 Westminister Street,
Providence, RI 02903

TOTAL: 1

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

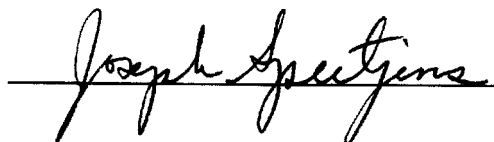
Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 27, 2012

Signature:



District/off: 0103-1

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Page 2 of 2
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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 25, 2012 at the address(es) listed below:

A. Neil Hartzell on behalf of Creditor Caterpillar Financial Services Corporation
neil.hartzell@leclairryan.com, thomas.mccraw@leclairryan.com
Adam M Ramos on behalf of Creditor Attleboro Sand & Gravel Corp. aramos@haslaw.com,
jcarvalho@haslaw.com
Andrew R. Bilodeau on behalf of Creditor Mack Financial Services, a division of VFS US LLC
abilodeau@cdandblaw.com
Andrew S. Richardson on behalf of Attorney Andrew Richardson andy@bhrlaw.com,
jeannette@bhrlaw.com;suek@bhrlaw.com
Andrew S. Richardson andy@bhrlaw.com
Brendan C. Recupero on behalf of Creditor Committee Creditors' Committee
brecupero@jagersmith.com
Bruce F. Smith on behalf of Creditor Committee Creditors' Committee bsmith@jagersmith.com
Charles S. Kirwan on behalf of Creditor Cherokee Construction, Inc. kirwanlaw@gis.net
Christopher Lefebvre on behalf of Creditor New England Certified Development Corporation, as
Agent for the U.S. Small Business Administration court@lefebvrellaw.com
Gardner H. Palmer on behalf of Creditor Bank Rhode Island ghpalmer@dioriolaw.com
Gary L. Donahue ustpreion01.pr.ecf@usdoj.gov
James C. Fox on behalf of Creditor New England Certified Development Corporation, as Agent for
the U.S. Small Business Administration jcf@riw.com
Jennifer V. Doran on behalf of Creditor Attleboro Sand & Gravel Corp. jdoran@haslaw.com,
calirm@haslaw.com
John P. McCoy on behalf of Creditor National Grid Company jmccoy@ckmlaw.com
Joseph M. DiOrio on behalf of Creditor Bank Rhode Island jmdiorio@dioriolaw.com,
spthomas@dioriolaw.com
Katherine J. Duncanson on behalf of Creditor Webster Bank, N.A. kduncanson@brcsm.com,
lormonde@brcsm.com;lkresge@brcsm.com
Lauren F. Verni on behalf of Creditor Wells Fargo Equipment Finance, Inc. lfv@psh.com,
bes@psh.com;djm@psh.com
Lisa A. Geremia on behalf of Creditor Greenwood Credit Union lisa@geremiademarco.com,
Kerrie@geremiademarco.com
Lynda L. Laing on behalf of Creditor Ford Motor Credit Company LLC lynn@straussfactor.com,
straussfactorlaw@cs.com
Marc D. Wallick on behalf of Creditor Bristol County Savings Bank wallicklaw@aol.com,
cbbrown428@yahoo.com
Matthew J. McGowan on behalf of Creditor Hudson Liquid Asphalt, Inc. mmcgowan@smsllaw.com,
jreed@smsllaw.com
Michael J. Duffy on behalf of Creditor New England Certified Development Corporation, as Agent
for the U.S. Small Business Administration mjd@riw.com
Richard J. Land on behalf of Creditor Committee Creditors' Committee rland@wslf-law.com,
joyce.gauthier@wslf-law.com
Sandra Nicholls on behalf of Assistant U.S. Trustee Gary Donahue ustpreion01.pr.ecf@usdoj.gov,
sandra.nicholls@usdoj.gov
Stephen A. Izzi on behalf of Creditor Small Business Loan Fund Corporation
sizzi@mosesafonso.com
Steven C. Reingold on behalf of Creditor Committee Creditors' Committee
sreingold@jagersmith.com, bankruptcy@jagersmith.com

TOTAL: 26

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND**

IN RE: Chapter 11

Pawtucket Asphalt Corporation : **BL No. 12-10602**
Debtor :
:
Jointly Administered with :
:
International Paving Corporation : **Bk. No. 12-10603**
Debtor :

**CONSENT ORDER ON
MOTION OF CATERPILLAR FINANCIAL SERVICES CORPORATION
FOR RELIEF FROM THE AUTOMATIC STAY
AND/OR ADEQUATE PROTECTION PURSUANT TO 11 U.S.C. § 362**

The Motion of Caterpillar Financial Services Corporation (“Cat Financial”), pursuant to 11 U.S.C. § 362 for relief from the automatic stay in order to recover certain equipment subject to certain pre-petition security agreements between the above-captioned Debtors and Cat Financial, or in the alternative that the Debtor be required to adequately protect Cat Financial’s interest in the Collateral, having come before the Court for consideration, and with good and sufficient cause having been shown in support of such Motion (the “Motion”) the Court hereby finds that:

1. The Court has jurisdiction over this contested matter pursuant to 28 U.S.C. §§ 157 and 1334.
2. This is a “core” proceeding as that term is defined in 28 U.S.C. § 157(b).
3. The venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. On or about December 30, 2010, the Debtor Pawtucket Asphalt Corporation executed that certain Security Agreement (the "Pawtucket Security Agreement") pursuant to which Cat Financial financed the purchase of a Caterpillar Wheel Loader 938H with serial number MJC00897 (the "Pawtucket Agreement Collateral") in exchange for financing equal to \$174,369.03. A copy of the Pawtucket Security Agreement and Cat Financial's UCC filing statement is attached hereto as Exhibit A to Doc. # 116.

5. As of February 27, 2012 (the "Petition Date"), the total amount due and owing under the Pawtucket Security Agreement was not less than \$147,348.64, which amount is secured by Cat Financial's properly perfected interest in the Pawtucket Agreement Collateral. This amount does not include costs, attorneys' fees and additional late fees all of which continue to accrue.

6. On or about December 30, 2010, the Debtor International Paving Corporation executed that certain Security Agreement and Promissory Note (the "First International Security Agreement") pursuant to which Cat Financial financed the purchase of a Cat Excavator 308CCR with serial number KCX00675 (the "International First Security Agreement Collateral") in exchange for financing equal to \$40,018.00. A copy of the International Security Agreement and Cat Financial's UCC filing statement is attached hereto as Exhibit B to Doc. # 116.

7. As of the Petition Date, the total amount due and owing under the First International Security Agreement was not less than \$32,316.90, which amount is secured by Cat Financial's properly perfected interest in the International First Security Agreement Collateral. This amount does not include costs, attorneys' fees and additional late fees all of which continue to accrue.

8. On or about December 30, 2010, the Debtor International Paving Corporation executed that certain Security Agreement and Promissory Note (the "Second International Security Agreement") pursuant to which Cat Financial financed the purchase of a Caterpillar Wheeled Excavator M316C with serial number H2C00455 (the "International Second Security Agreement Collateral") in exchange for financing equal to \$119,805.00. A copy of the Second International Security Agreement and Cat Financial's UCC filing statement is attached hereto as Exhibit C to Doc. # 116.

9. As of the Petition Date, the total amount due and owing under the International Second Security Agreement was not less than \$96,588.05, which amount is secured by Cat Financial's properly perfected interest in the Second International Security Agreement Collateral. This amount does not include costs, attorneys fees and additional late fees all of which continue to accrue.

10. Pursuant to the Pawtucket Security Agreement and the First and Second International Second Security Agreements (collectively, the "Security Agreements"), the Debtors agreed to make consecutive monthly installment payments on their obligations under the Security Agreements. *Pawtucket Security Agreement*, ¶ 1; *First and Second International Security Agreements*, ¶ 1. The failure to make any monthly payment when due constitutes an event of default under the Security Agreements. *Pawtucket Security Agreement*, ¶ 12; *First and Second International Security Agreements*, ¶ 12.

11. The Debtors have not made a single payment under the Security Agreements since the Petition Date. As a result, the Debtors are in default under the terms of the Security Agreements. Upon the existence of an event of default under the Security Agreements, Cat Financial is entitled to, among other things, (i) declare the entire indebtedness due and owing

under the Security Agreements to be due and payable, and/or (ii) require the Debtor to deliver the Pawtucket Security Agreement Collateral and the First and Second International Security Agreement Collateral (collectively, the "Collateral") to Cat Financial so that Cat Financial may take possession thereof. *Pawtucket Security Agreement*, ¶ 13; *International First and Second Security Agreements*, ¶ 13. As of the date of filing of this Consent Order, Pawtucket Asphalt Corporation has defaulted on four (4) post-petition payments totaling \$12,902.88, excluding late fees. As of the date of filing of this Consent Order, International Paving Corporation has defaulted on four (4) post-petition payments totaling \$11,213.80, excluding late fees.

12. As of the Petition Date, the estimated value of the Pawtucket Security Agreement Collateral is approximately \$125,000.00, and the value of the International First Security Agreement Collateral is approximately \$34,500.00, and the value of the International Second Security Agreement Collateral is approximately \$78,000.00, and, as such, the Debtor has no equity in the Collateral except perhaps (depending on the condition of the equipment) a *de minimis* amount (\$2,500.00) in the International First Security Agreement Collateral. Upon information and belief that collateral is being used by the Debtors its value at this time is equal to or less than the amount owed on that collateral.

13. Further, the value of the Collateral is diminishing as a result of the Debtors' continued possession and use of the same. As a result, Cat Financial's secured position may be impaired and is not being adequately protected by the Debtor. In addition, Cat Financial is not aware whether the Debtor continues to abide by its non-monetary obligations under the Security Agreements including, but not limited to, its obligations to insure the Collateral and to maintain the Collateral in good repair and working order in compliance with the manufacturer's recommendations.

14. The Debtor's failure to provide adequate protection to Cat Financial of its interests in the Collateral is causing Cat Financial to involuntarily shoulder the burden and expense of the Debtor's attempts to reorganize. As a result, relief under the automatic stay and/or adequate protection is warranted.

NOW THEREFORE, in light of such findings and with the consent of the Debtor, and with notice of the Motion and of any hearing or opportunity to be heard thereon having been provided to certain creditors and other parties in a manner found by the Court to be adequate under the circumstances, it is hereby **ORDERED** that:

(1) The Motion is granted as and to the extent set forth herein. Any objections to the relief sought in the Motion that have not been previously resolved or withdrawn are hereby overruled. This Order shall constitute findings of fact and conclusions of law, and shall become effective immediately upon its entry;

(2) Debtor Pawtucket Asphalt Corporation will make monthly payments beginning on July 15, 2012 of \$3,235.72 and continuing on the 15th day of each successive month under the Pawtucket Security Agreement until further order of the Court or until the effective date of a confirmed plan;

(3) Debtor International Paving Corporation will make monthly payments beginning on July 15, 2012 of \$2,603.45 or continuing on the 15th day of each successive month under the Second International Security Agreement until further order of the Court or until the effective date of a confirmed plan;

(4) Debtor and Cat Financial have until June 27, 2012 for each or both of them to submit a proposed order or orders concerning the First International Security Agreement;

(5) All of Cat Financial's rights and claims concerning the Security Agreements, including amounts owed under Security Agreements are expressly reserved;

(6) Nothing contained or referenced to in this Order shall be deemed to constitute a finding or admission by Cat Financial regarding the valuation of any of Cat Financial's collateral that is the subject of this Order. Debtor reserves its right to challenge the valuation of the collateral under the First International Security Agreement;

(7) The Debtors will maintain insurance on the Collateral as required by the Security Agreements that in the event of a default in the payment of any amount due to Cat Financial under this Order, Cat Financial shall provide written notice describing the default to the Debtor. The notice of default shall be delivered to the Debtor's last known address and to counsel for the Debtor by first class mail, postage prepaid. The Debtor shall have thirty (30) days from the date of the notice to cure such default. In the event of a failure to cure any such default within the above-stated cure period, the stay will automatically terminate. Upon termination of the automatic stay, Cat Financial will be permitted to enforce all of its rights and remedies in the Loader permitted under the Contract and applicable state law;

(8) That in the event Cat Financial delivers three notices of default, Cat Financial shall have the right, by delivering written notice to the Debtors, to terminate the stay without notice of default or opportunity to cure, even if the prior defaults were timely cured;

(9) That nothing in this Order waives any right to Cat Financial, to request at any time that the Court provide additional or further protection of its interest in the Collateral that is the subject of the Security Agreements, or to seek further or additional adequate protection in the event the adequate protection provided herein proves to be inadequate; and

(10) That no failure or delay of Cat Financial in exercising any right, power or remedy provided herein shall operate as a waiver of that right, power or remedy or any subsequent right, power or remedy.

ORDER:

ENTERED:

CS



Dated: 6/25/2012

Dated: 6/25/2012

Entered on docket: 6/25/2012

Assented To:

Assented To:

Pawtucket Asphalt Corporation
And International Paving Corporation

Caterpillar Financial Services Corporation

By their attorney,

By their attorney,

/s/ Andrew S. Richardson
Andrew S. Richardson (Bar No. 2608)
Boyajian, Harrington & Richardson
182 Waterman Street
Providence, RI 02906
Tel: (401) 273-9600
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/s/ A. Neil Hartzell
Neil Hartzell (RI Bar No. 4909)
LeClairRyan
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Boston, MA 02110
Tel: (617) 502-8200
Fax: (617) 502-8259
neil.hartzell@leclairryan.com

Dated: June 22, 2012

CERTIFICATE OF SERVICE

I, A. Neil Hartzell, hereby certify that on this 22nd day of June 2012, I served a copy of the foregoing document by transmission of the Notice of Electronic filing through the Court's transmission facilities upon counsel for all parties that are registered ECF users and by first class mail postage prepaid upon counsel for parties that are not registered ECF users.

/s/ A. Neil Hartzell

A. Neil Hartzell