**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: White Forest Resources, Inc., *et al.*, Debtors.[1]	Chapter 11 **Case No. 25-10195 (TMH)** **(Jointly Administered)** **Re: D.I. 434**

UTICA LEASECO, LLC'S (I) LIMITED OBJECTION TO DEBTORS' CONVERSION MOTION AND (II) REQUEST TO ENFORCE STIPULATED ADEQUATE PROTECTION ORDER

Utica Leaseco, LLC ("**Utica**"), through counsel undersigned files this Limited Objection to *Motion for Entry of an Order (I) Converting These Chapter 11 Cases to Cases Under Chapter 7, (II) Establishing a Deadline for Filing Final Chapter 11 Fee Applications, and (III) Granting Related Relief* (the "**Conversion Motion**")[2] [Doc No. 434] filed by the above-captioned debtors and debtors-in-possession (the "**Debtors**") and hereby requests the Court to enforce its *Stipulated Order (A) Providing Adequate Protection to Utica Leasco, LLC (B) Modifying the Automatic Stay, and (C) Granting Related Relief* (the "**Stipulated Adequate Protection Order**") [Doc No. 159].

BACKGROUND

1. On or about December 29, 2023, Debtors South Fork Coal Company, LLC ("**South Fork**"); Raven Crest Leasing, LLC ("**RCL**"); and Raven Crest Contracting, LLC ("**RCC**") (together, the "**Contracting Debtors**") entered into a Master Lease Agreement, along with various

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification numbers, are: White Forest Resources, Inc. (3764); Xinergy Corp. (3865); Xinergy of West Virginia, Inc. (2401); Shenandoah Energy, LLC (6770); South Fork Coal Company, LLC (3113); Bull Creek Processing Company, LLC (0894); Raven Crest Mining, LLC (0122); Brier Creek Coal Company, LLC (9999); Raven Crest Contracting, LLC (7796); Raven Crest Leasing, LLC (7844); and Raven Crest Minerals, LLC (7746). The Debtors' service address is 1295 Ashford Hill Rd., Ashford, WV 25009. The location of the Debtors' service address in these chapter 11 cases is 1295 Ashford Hill Rd., Ashford, WV 25009.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

schedules and riders (collectively, the "**Utica Agreement**"), with Utica for the financing of certain equipment owned by the Contracting Debtors (the "**Equipment**" or "**Collateral**"). As of February 7, 2025, the date Debtors filed for relief in this Court, the Debtors owed Utica the amount of at least $7,939,895 (not including additional interest, fees and costs) (the "**Obligations**"). The Obligations are secured by first-priority, properly perfected liens and security interests in the Equipment ("**Utica Liens"**). Utica timely filed a proof of claim in each of the Contracting Debtors cases on May 14, 2025. No party has challenged the validity or priority of the Utica Liens.

2. On March 20, 2025, this Court entered the Stipulated Adequate Protection Order (attached as **Exhibit A** for the Court's convenience) that required the Contracting Debtors to make weekly payments to Utica in the amount of $48,655.00 (the "**Adequate Protection Payments**").

3. As of the date of this filing, the Contracting Debtors have failed to make the last six Adequate Protection Payments due on July 11, 18, 25, and August 1, 8, and 15. Utica believes the payment due on August 22, the date set for the hearing on the Conversion Motion, will not be made. Thus, the total amount of Adequate Protection Payments owed is $340,585.00.

4. On August 15, 2025, Utica sent a notice of Termination Event, to counsel for the Contracting Debtors, the Official Committee of Unsecured Creditors and the United States Trustee (each a "**Remedies Notice Party**") pursuant to paragraph 3 of the Stipulated Adequate Protection Order. (See attached **Exhibit B**). A Termination Event is defined, among other things, as "the failure of the Debtors to make any Adequate Protection Payment as and when required under this Order." Adequate Protection Order, 3(d).

5. Paragraph 3 of the Stipulated Adequate Protection Order further provides that unless a Termination Event is cured within five (5) business days' notice, "the automatic stay shall terminate immediately allowing Utica to exercise any and all state law rights and remedies against

the Collateral, unless a Remedies Notice Party obtains an emergency hearing seeking relief by the Bankruptcy Court."

6. As of the date of this pleading, the Termination Event has not been cured and the Debtors have admitted in their Conversion Motion that they do not have the funds to pay the Adequate Protection Payments due. At present, an emergency hearing has not yet been sought.

THE OBJECTION AND RELIEF SOUGHT

7. Utica does not object to the conversion of the cases. However, the Stipulated Adequate Protection Order should be enforced prior to the conversion and stay relief should be granted to Utica immediately.

8. There is no question that Utica's Collateral has diminished in value resulting from the imposition of the automatic stay and the Debtor's continued use of the Collateral. Paragraphs G and H of the Order clearly state that Utica is entitled to adequate protection against any diminution in value and that the Debtor's use of the Collateral is conditioned on and in exchange for the Adequate Protection Payments.

9. There is no basis for the Adequate Protection Order to not be enforced. The Debtors have failed to make Adequate Protection Payments since early July and have no ability to cure the delinquency now.

10. There is no reason to delay enforcement of the Adequate Protection Order and granting relief from stay. Paragraph 10 of the Order provides that "The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (a) converting any of the Chapter 11 Cases or any Successor Cases . . . The terms and provisions of this Order shall continue in the Chapter 11 Cases and in any Successor Cases."

11. Because the Adequate Protection Order is an enforceable order, regardless of whether or not conversion ever occurs, there is no basis for delay, as any such delay would only continue to harm Utica.

CONCLUSION

12. Based on the foregoing, Utica requests the Court to modify any proposed form of order granting the Conversion Motion to provide that the automatic stay is terminated thereby allowing Utica to exercise any and all state law rights and remedies against its Collateral. Utica reserves all rights, remedies and defenses.

Dated: August 21, 2025
Wilmington, Delaware

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EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: White Forest Resources, Inc., *et al.*, Debtors.[1]	Chapter 11 Case No. 25-10195 (TMH) (Jointly Administered) **Re: D.I. Nos. 17, 44, 144, 148 and 158**

STIPULATED ORDER (A) PROVIDING ADEQUATE PROTECTION TO UTICA LEASCO, LLC (B) MODIFYING THE AUTOMATIC STAY, AND (C) GRANTING RELATED RELIEF

Upon the certification of counsel dated March 20, 2025 submitted by Utica Leaseco, LLC ("**Utica**") in the above-captioned chapter 11 cases (collectively, the "**Chapter 11 Cases**") of White Forest Resources, Inc. and its affiliated debtors and debtors in possession (each a "**Debtor**" and collectively the "**Debtors**"), seeking entry of an order (this "**Order**") *inter alia*:

(i) authorizing the Debtors to provide adequate protection payments to Utica for the diminution in value of Utica's interests in the Collateral (as defined below) resulting from (a) the imposition of the automatic stay, (b) the Debtors' use or lease of the Collateral, or (c) any reason provided for in or pursuant to the Bankruptcy Code ("**Diminution in Value**"); and

(ii) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Order.

and it appearing that entry of this Order is fair and reasonable and in the best interests of the Debtors, their estates, and all parties-in-interest; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification numbers, are: White Forest Resources, Inc. (3764); Xinergy Corp. (3865); Xinergy of West Virginia, Inc. (2401); Shenandoah Energy, LLC (6770); South Fork Coal Company, LLC (3113); Bull Creek Processing Company, LLC (0894); Raven Crest Mining, LLC (0122); Brier Creek Coal Company, LLC (9999); Raven Crest Contracting, LLC (7796); Raven Crest Leasing, LLC (7844); and Raven Crest Minerals, LLC (7746). The Debtors' service address is 1295 Ashford Hill Rd., Ashford, WV 25009. The location of the Debtors' service address in these chapter 11 cases is 1295 Ashford Hill Rd., Ashford, WV 25009.

THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[2]

A. **Petition Date**. On February 7, 2025 (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court.

B. **Debtors in Possession**. The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. **Jurisdiction and Venue**. This Court has jurisdiction over the Chapter 11 Cases, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference to Bankruptcy Judges*, General Order 2012-6, of the United States District Court for the District of Delaware. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue for the Chapter 11 Cases and proceedings is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief sought herein are sections 105, 361, 362, 363, 364, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, 9013, and 9014, and Bankruptcy Local Rules 2002-1, 4001-1(b), 4002-1 and 9013-1.

D. **Committee Formation**. On February 26, 2025, the United States Trustee (the "**UST**") for the District of Delaware appointed an official committee of unsecured creditors in the Chapter 11 Cases (the "**Committee**") pursuant to section 1102 of the Bankruptcy Code.

E. **Notice**. Notice of this Order has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and no other or further notice of the entry of this Order shall be required.

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[2] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

F. **The Asserted Obligations and Utica Collateral**. On or about December 29, 2023, Debtors South Fork Coal Company, LLC, Raven Crest Leasing, LLC, and Raven Crest Contracting, LLC (the "**Contracting Debtors**") entered into a Master Lease Agreement, along with various schedules and riders (collectively, the "**Agreement**"), with Utica for the financing of certain equipment owned by the Debtors (the "**Equipment**") identified in the attached **Exhibit A** and incorporated herein by reference. Utica asserts that, as of the Petition Date, the Debtors owed Utica the amount of at least $7,282,395.00 (the "**Obligations**"). Utica asserts that the Obligations are secured by first-priority, properly perfected liens and security interests in the Equipment (collectively, the "**Collateral**"). The Debtors do not concede and reserve all rights with respect to Utica's assertions herein.

G. **Use of the Equipment**. The Debtors propose to use the Equipment in their post-petition business operations in exchange for payment of adequate protection payments to Utica totalling $48,655.00 per week (the "**Adequate Protection Payments**"), retroactive to the Petition Date, subject to and in accordance with paragraph 2(a) hereof.

H. **Adequate Protection**. Utica is entitled to Adequate Protection against any Diminution in Value of its interests in the Collateral, as and to the extent set forth herein pursuant to sections 361, 362, 363, and 364 of the Bankruptcy Code.

I. **Good Cause**. Good cause has been shown for the entry of this Order. The relief requested is appropriate, and is in the best interest of and will benefit the Debtors, their creditors, and their Estates.

Based upon the foregoing findings and conclusion, and after due consideration and good and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. All objections to this Order to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled on the merits. This Order shall become effective immediately upon its entry.

2. Adequate Protection. As adequate protection for the Debtors' post-petition use of the Equipment, Utica is hereby granted the following:

(a) Adequate Protection Payments. The Debtors shall pay to Utica the Adequate Protection Payments as adequate protection for the Diminution in Value of the Collateral. The Adequate Protection Payments shall be paid to Utica in arrears, weekly on the Friday of each week, retroactive to February 14, 2025 (for the week beginning on the Petition Date). Notwithstanding the foregoing, the Adequate Protection Payments otherwise payable on February 14, 2025, and February 21, 2025, shall be paid by the Debtors to Utica on March 14, 2025. Utica acknowledges that it received Adequate Protection Payments for February 28, 2025 and March 7, 2025.

(b) Insurance. The Debtors shall, at their own expense, obtain, or if already obtained, maintain, adequate insurance coverage on the Collateral in accordance with the Agreement. The Debtors shall promptly provide proof of such insurance coverage to Utica.

(c) Maintenance and Inspection. The Debtors shall, at their own expense, properly maintain and safeguard the Collateral in the same condition in which the Collateral existed on the Petition Date, normal wear and tear accepted. The Debtors shall promptly provide maintenance records to Utica and allow Utica to inspect the Collateral upon reasonable request.

3. Termination Events. The following shall constitute a "**Termination Event**"): (a) the filing of any motion or pleading by the Debtors, or the entry of an order on account of such motion, to stay, vacate, reverse, amend or modify this Order in a manner adverse to Utica without

the consent of Utica; (b) the dismissal of any of the Chapter 11 Cases; (c) the conversion of any of the Chapter 11 Cases to cases under chapter 7; (d) the failure of the Debtors to make any Adequate Protection Payment as and when required under this Order; and (e) any material breach by any of the Debtors of any of the other provisions of this Order.

Unless a Termination Event is cured within five (5) business days' notice by Utica to lead restructuring counsel to the Debtors (or a duly appointed chapter 11 trustee or chapter 7 trustee), lead counsel to the Committee and the UST (each a "**Remedies Notice Party**"), the automatic stay shall terminate immediately allowing Utica to exercise any and all state law rights and remedies against the Collateral, unless a Remedies Notice Party obtains an emergency hearing seeking relief by the Bankruptcy Court. Utica will not object to such hearing being heard on an emergency basis. For the avoidance of doubt, if a Remedies Notice Party obtains an emergency hearing, the automatic stay shall not terminate, and Utica shall not be entitled to exercise rights and remedies against the Collateral, pending such emergency hearing.

4. Reservation of Rights. Nothing in this Order shall affect Utica's rights with respect to any proposed sale of the Collateral by the Debtors including without limitation Utica's right to object, withhold consent and credit bid the amount of its Obligations at any proposed sale. All rights are hereby specifically preserved.

5. Joint and Several Liability. Nothing in this Order shall be construed to constitute a substantive consolidation of any of the Debtors' estates, it being understood, however, that the Contracting Debtors shall be jointly and severally liable for the obligations hereunder and all Adequate Protection Payments.

6. Effectiveness. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules or any Bankruptcy Local Rule, or Rule 62(a) of the Federal

Rules of Civil Procedure, this Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Order.

7. Bankruptcy Rules. The requirements of Bankruptcy Rules 4001, 6003 and 6004, in each case to the extent applicable, are satisfied.

8. No Third Party Rights. Except as explicitly provided for herein, this Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

9. Necessary Action. The Debtors and Utica are authorized to take all reasonable actions as are necessary or appropriate to implement the terms of this Order.

10. Survival. The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (a) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (b) dismissing any of the Chapter 11 Cases or any Successor Cases; or (c) pursuant to which this Court abstains from hearing any of the Chapter 11 Cases or any Successor Cases. The terms and provisions of this Order shall continue in the Chapter 11 Cases and in any Successor Cases.

11. Headings. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Order.

12. Retention of Jurisdiction. This Court shall retain jurisdiction to enforce the provisions of this Order.

Thomas M. Horan

Dated: March 20th, 2025
Wilmington, Delaware

THOMAS M. HORAN
UNITED STATES BANKRUPTCY JUDGE

WBD (US) 4923-5200-6700v1

White Forest Resources Exhibit A 12/8/2023					
Item	Year	Make	Model	Description	Serial Number
1	2004	Caterpillar	740 (Legacy)	40+ Ton Articulated Dump Truck	AXM01901
2	2005	Caterpillar	740 (Legacy)	40+ Ton Articulated Dump Truck	CAT00740PAXM02076
3	2006	Caterpillar	740 (Legacy)	40+ Ton Articulated Dump Truck	B1P01128
4	2018	Komatsu	HM400-5	40+ Ton Articulated Dump Truck	KMTHM016AKD011266
5	2018	Komatsu	HM400-5	40+ Ton Articulated Dump Truck	11267
6	1998	Caterpillar	416C	70+ HP Backhoe Loader	1WR3902
7	2002	Caterpillar	420D	70+ HP Backhoe Loader	BLN04798
8	2006	Caterpillar	D6N XL	115-179 HP Crawler Dozer	AKM02260
9	2005	Caterpillar	D6R Series II	180-299 HP Crawler Dozer	4ZF17571
11	2018	Komatsu	D85PX-18	180-299 HP Crawler Dozer	23007
12	1997	Caterpillar	D10R	300+ HP Crawler Dozer	3KR00968
13	2003	Caterpillar	D10R	300+ HP Crawler Dozer	AKT00399
14	2003	Caterpillar	D10R	300+ HP Crawler Dozer	AKT00415
15	2010	Caterpillar	D10R	300+ HP Crawler Dozer	3KR75024
17	2018	Caterpillar	D10T2	300+ HP Crawler Dozer	0JJW00286
18	1994	Caterpillar	D11N	300+ HP Crawler Dozer	4HK00458
21	2006	Caterpillar	D8T	300+ HP Crawler Dozer	J8B00672
22	1996	Caterpillar	D9R	300+ HP Crawler Dozer	7TL00452
23	1998	Caterpillar	D9R	300+ HP Crawler Dozer	7TL01096
24	1999	Caterpillar	D9R	300+ HP Crawler Dozer	7TL01286
25	2011	Caterpillar	D9T	300+ HP Crawler Dozer	RJS01783
26	2014	Komatsu	D475A-5	300+ HP Crawler Dozer	30370
27	2016	Komatsu	D475A-5	300+ HP Crawler Dozer	30379
28	1995	Caterpillar	5130	100,000+ Lb Excavator	5ZL00044
29	2019	Komatsu	PC1250LC-11	100,000+ Lb Excavator	50034
30	2017	Komatsu	PC490LC-11	100,000+ Lb Excavator	85278
31	2008	Caterpillar	M318D	25,000-44,999 Lb Wheel Excavator	CATM318DKW8P00911
32	2013	Caterpillar	336E L	75,000-99,999 Lb Excavator	0FJH00845
33	2004	Caterpillar	345B Series II	75,000-99,999 Lb Excavator	AGS02797
34	2008	Caterpillar	345C L	75,000-99,999 Lb Excavator	PJW02351
35	2006	Hitachi	ZX350LC-3	75,000-99,999 Lb Excavator	50647
36	2006	John Deere	350D LC	75,000-99,999 Lb Excavator	FF350DX805090
37	2016	Komatsu	PC360LC-11	75,000-99,999 Lb Excavator	A35560
38	2018	Komatsu	PC360LC-11	75,000-99,999 Lb Excavator	A35282
40	2020	Komatsu	PC2000-8	Front Shovel	30009
41	1977	Caterpillar	16G	Motor Grader	93U01080
42	1995	Caterpillar	16G	Motor Grader	93U03680
43	1996	Caterpillar	16H	Motor Grader	6ZJ00185
44	2007	Caterpillar	16H	Motor Grader	ATS00813
48	1997	Caterpillar	777D	Off-Highway Haul Truck	3PR00433
49	1997	Caterpillar	777D	Off-Highway Haul Truck	3PR00512
50	1997	Caterpillar	777D	Off-Highway Haul Truck	3PR00573
51	1997	Caterpillar	777D	Off-Highway Haul Truck	3PR00579
52	1997	Caterpillar	777D	Off-Highway Haul Truck	3PR00586
53	1998	Caterpillar	777D	Off-Highway Haul Truck	3PR00861
54	2001	Caterpillar	777D	Off-Highway Haul Truck	AGC804
55	2004	Caterpillar	777D	Off-Highway Haul Truck	AGC01585
56	2007	Caterpillar	777F	Off-Highway Haul Truck	JRP00539
57	2009	Caterpillar	777F	Off-Highway Haul Truck	JRP02149
59	1998	Caterpillar	785B	Off-Highway Haul Truck	6HK905
60	2001	Caterpillar	785C	Off-Highway Haul Truck	APX00214
61	2001	Caterpillar	785C	Off-Highway Haul Truck	APX00240
62	2008	Komatsu	HD1500-5	Off-Highway Haul Truck	A30091
63	2008	Komatsu	HD1500-5	Off-Highway Haul Truck	A30052
64	2008	Komatsu	HD1500-5	Off-Highway Haul Truck	A30053
65	2008	Komatsu	HD1500-5	Off-Highway Haul Truck	A30054
66	2008	Komatsu	HD1500-5	Off-Highway Haul Truck	A30079
67	2008	Komatsu	HD1500-5	Off-Highway Haul Truck	A30080
68	2008	Komatsu	HD1500-5	Off-Highway Haul Truck	A30085

69	2008	Komatsu	HD1500-5	Off-Highway Haul Truck	A30092
70	2012	Komatsu	HD785-7	Off-Highway Haul Truck	7942
71	2012	Komatsu	HD785-7	Off-Highway Haul Truck	7985
72	2002	Caterpillar	740 (Legacy)	Articulating Water Truck	CAT00740JAXM00461
73	1988	Caterpillar	769C	Off-Highway Rigid Water Truck	01X04307
74	1990	Caterpillar	769C	Off-Highway Rigid Water Truck	01X05557
75	2006	International	5500	Fuel And Lube Truck	1HTXLAHR06J377139
76	1995	GMC	C7500	TA Water Truck	1GDM7H1J7SU515346
77	2005	Kenworth	T300	TA Water Truck	2NKMLD9X55M113743
78	2001	Peterbilt	357	TA Water Truck	1NPALT0X71N567295
79	1997	Caterpillar	IT28G	110-189 HP Wheel Loader	8CR00512
80	2006	Caterpillar	IT38G Series II	110-189 HP Wheel Loader	JAN00173
81	1999	Caterpillar	980G	190-309 HP Wheel Loader	2KR02873
82	2000	Caterpillar	980G	190-309 HP Wheel Loader	9CM1570
83	2001	Caterpillar	980G	190-309 HP Wheel Loader	2KR04079
84	2001	Caterpillar	980G	190-309 HP Wheel Loader	2TW00090
85	2002	Caterpillar	980G Series II	190-309 HP Wheel Loader	AWH00464
86	2006	Komatsu	WA480-5	190-309 HP Wheel Loader	37145
87	2014	Caterpillar	980K	310+ HP Wheel Loader	W7K02252
88	1987	Caterpillar	988B	310+ HP Wheel Loader	50W8227
89	1988	Caterpillar	988B	310+ HP Wheel Loader	50W8850
90	1990	Caterpillar	988B	310+ HP Wheel Loader	50W10279
91	1995	Caterpillar	988F	310+ HP Wheel Loader	08YG01191
92	1995	Caterpillar	988F	310+ HP Wheel Loader	8YG01239
93	2010	Caterpillar	988H	310+ HP Wheel Loader	BXY04057
94	1990	Caterpillar	992C	310+ HP Wheel Loader	49Z01732
95	2006	Caterpillar	992G	310+ HP Wheel Loader	AZX00566
96	2009	Caterpillar	993K	310+ HP Wheel Loader	Z9K00330
97	2016	Komatsu	WA500-7	310+ HP Wheel Loader	A94436
98	2019	Komatsu	WA500-8	310+ HP Wheel Loader	A96772
100	2019	Komatsu	WA600-8	310+ HP Wheel Loader	80231
101	2019	Komatsu	WA600-8	310+ HP Wheel Loader	80236
102	2011	Komatsu	WA900-3	310+ HP Wheel Loader	60135

EXHIBIT B

DICKINSON WRIGHT PLLC

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August 15, 2025

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Gentlemen:

Utica Leaseco, LLC ("**Utica**") hereby gives **Notice** that Debtors are in violation of paragraph 3 of the *Stipulated Order (A) Providing Adequate Protection to Utica Leaseco, LLC (B) Modifying the Automatic Stay, and (C) Granting Related Relief*, entered by the Court on March 20, 2025 at Doc No. 159 (the "**Order**") for failure to make Adequate Protection Payments due on July 11, 18, 25, and August 1, 8, and 15, 2025. Utica intends to exercise all rights and remedies granted to it under the Order and those accorded to it under the Bankruptcy Code including seeking an administrative claim against the Debtors' estates.

Sincerely,

Carolyn Johnsen

Carolyn J. Johnsen

4913-2193-9286 v1 [100556-9]

CERTIFICATE OF SERVICE

I, Matthew P. Ward, herby certify that on the August 21, 2025, I caused a true and correct copy of *Utica Leaseco, LLC's (I) Limited Objection to Debtors' Conversion Motion and (II) Request to Enforce Stipulated Adequate Protection Order* to be filed and served via the Court's Electronic Filing (CM/ECF) system on all parties registered to receive electronic notices in this case, and upon the parties listed in the service list attached as **Exhibit A** via electronic mail.

/s/ Matthew P. Ward
Matthew P. Ward (Del Bar No. 4471)

EXHIBIT A
SERVICE LIST

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