

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION**

In re:

Carrick Trucking, Inc.,

Debtor.

Bankruptcy Case No.: 13-20904-dob
Honorable Daniel S. Opperman
Chapter 11

TRUSTEE'S MOTION FOR AUTHORITY TO SELL PROPERTY
PURSUANT TO 11 U.S.C. 363(b)

NOW COMES the Liquidating Trustee, Kelly M. Hagan, ("Trustee"), by and through her counsel, Beadle Smith, PLC, and hereby states for Trustee's Motion for Authority to Sell Property Pursuant to 11 U.S.C. 363(b) ("Motion") as follows:

1. On April 1, 2013, Carrick Trucking, Inc. ("Debtor") filed a Voluntary Petition under Chapter 11 of the Bankruptcy Reform Act of 1978 as Amended, Title 11 ("Petition Date").
2. Subsequent to the aforementioned filing, Kelly M. Hagan was appointed the duly qualified and acting Liquidating Trustee ("Trustee") in this matter.
3. Upon the entry of the Order of Confirmation and without the requirement of any further action, all assets of the Debtor and all claims arising under Chapter 5 of the Bankruptcy Code were assigned to the Trustee for the benefit of the Carrick Trucking Liquidating Trust.
4. Pursuant to a Judgment entered by the Bankruptcy Court (DN 52) on April 1, 2016 in Adversary Proceeding 14-02109, the Trust was determined to be the owner of a 1999 Komatsu WA250 Front End Loader, S/N A70375 ("Loader"), however, the Court did not determine whether and to what extent Brian and Mark Carrick had an interest in a portion of proceeds generated by the Trustee's Sale of the Loader since some of the purchase price seemed to be satisfied by Brian and Mark Carrick. During the Chapter 11 proceeding, the Loader was appraised at \$18,000.00.
5. Subject to the approval of the United States Bankruptcy Court for the Eastern District of Michigan having jurisdiction over the Carrick Case, the Trustee desires to sell the Loader and Buyer desires to purchase the Loader, all on the terms and conditions specified in this Agreement below.

6. Except as expressly provided herein, no Party shall have any rights, duties, or obligations under this Agreement unless and until the Bankruptcy Court enters an order (the "Approval Order") that, in substance (i) approves this Agreement, (ii) authorizes the Trustee to convey the Loader as contemplated herein on an "AS-IS" and "WHERE-IS" basis, with all faults, and without any representation or warranty whatsoever including warranty of title, and (iii) authorizes the Trustee to perform the terms of this Agreement.

7. The purchase price (the "Purchase Price") for the Loader shall be TWELVE THOUSAND EIGHT HUNDRED DOLLARS (\$12,800.00) and a waiver of any claim to any portion of the sale proceeds by Brian Carrick and Mark Carrick. The Purchase Price shall be paid in full at Closing by good and immediately available funds. The Closing shall occur within fourteen days of obtaining final court approval of this sale.

8. The transfer of the Property will be "as is, where is".

9. The Trustee has reserved the right to solicit and present higher offers to the Bankruptcy Court up until approval of this sale.

10. Trustee is seeking authority to sell the Property pursuant to 11 U.S.C. §363(b).

11. The Trustee believes that a sale of the Property is in the best interest of the estate and creditors.

WHEREFORE, the Trustee requests this Honorable Court enter the Order submitted herewith granting the Trustee authority to sell the Property for the sum of \$12,800.00 or better terms, for waiver of the fourteen-day stay period set forth in Federal Rules of Bankruptcy Procedure, Rule, 6004(h) and for such other and further relief this Court deems just and proper.

Respectfully submitted,

BEADLE SMITH, PLC

/S/ Kevin M. Smith

By: Kevin M. Smith (P48976)

Attorneys for Trustee

445 South Livernois, Suite 305

Rochester Hills, MI 48307-2577

(248) 650-6094, Ext. 15; (248) 650-6095 (fax)

Ksmith@bssplc.com

Date: 5/24/16

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION**

In re:

Carrick Trucking, Inc.,

Debtor.

Bankruptcy Case No.: 13-20904-dob
Honorable Daniel S. Opperman
Chapter 11

**ORDER GRANTING TRUSTEE'S MOTION FOR
AUTHORITY TO SELL PROPERTY PURSUANT TO 11 U.S.C. 363(b)**

This matter having come before this Honorable Court based upon the Liquidating Trustee's Motion for Authority to Sell Property Pursuant to 11 U.S.C. 363(b) ("Motion"); no objections having been filed to the Trustee's Motion; notice having been provided properly pursuant to Rule 2002 and 9014 of the Federal Rules of Bankruptcy Procedures; and the Court being fully advised in the premises;

NOW, THEREFORE,

IT IS HEREBY ORDERED that the Motion is granted in all respects and Trustee is authorized to sell the 1999 Komatsu WA250 Front End Loader, S/N A70375 ("Property") in the amount of at least \$12,800.00 pursuant to 11 U.S.C §363(b).

IT IS FURTHER ORDERED that Brian and Mark Carrick shall have no claim to the sale proceeds.

IT IS FURTHER ORDERED that the fourteen-day stay period set forth in Rule 6004(h), Federal Rules of Bankruptcy Procedure is hereby waived.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
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In re:

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**NOTICE OF REQUIREMENT OF WRITTEN RESPONSE TO TRUSTEE'S MOTION
FOR AUTHORITY TO SELL PROPERTY PURSUANT TO 11 U.S.C. 363(b)**

Pursuant to a Judgment entered by the Bankruptcy Court (DN 52) on April 1, 2016 in Adversary Proceeding 14-02109, the Trust was determined to be the owner of a 1999 Komatsu WA250 Front End Loader, S/N A70375 ("Loader") The Trustee seeks approval to sell the Property for the purchase price of \$12,800.00. The transfer of the Property will be "as is, where is" subject tot all liens and encumbrances.

The Trustee has reserved the right to solicit and present higher offers to the Bankruptcy Court up until approval of this sale. Trustee is seeking authority to sell the Real Property pursuant to 11 U.S.C. §363(b). The Trustee believes that a sale of the Property is in the best interest of the estate and creditors.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the Court to grant the relief sought in the Motion, or if you want the Court to consider your views on the Motion, within 21 days, you or your attorney must:

1. Pursuant to L.B.R. 9014-1 (E.D.M.), file with the Court a written objection explaining your position at:¹

United States Bankruptcy Court
226 West Second Street, Flint, MI 48502

If you mail your response to the Court for filing, you must mail it early enough so that the Court will **receive** it on or before the date stated above.

You must also mail a copy to:

Kevin M. Smith, Attorneys for Trustee [see address below]

2. If a response or answer is timely filed and served, the clerk will schedule a hearing on the Motion and you will be served with a notice of the date, time, and location of the hearing.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.

BEADLE SMITH, PLC

/S/ Kevin M. Smith
By: Kevin M. Smith (P48976)
Attorneys for Trustee
445 South Livernois, Suite 305
Rochester Hills, MI 48307-2577
(248) 650-6094, Ext. 15; (248) 650-6095 (fax)
ksmith@bbsplc.com

Date Served: 5/26/16

¹Response or answer must comply with F.R. Civ. P 8 (b) (c) and (e)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
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Chapter 11

BRIEF IN SUPPORT

Trustee relies on the law set forth in Trustee's motion.

Respectfully submitted,

BEADLE SMITH, PLC

/S/ Kevin M. Smith

By: Kevin M. Smith (P48976)

Attorney for Trustee

445 S. Livernois, Suite 305

Rochester Hills, MI 48307-2577

(248) 650-6094, Ext. 15

Ksmith@bssplc.com

Date: 5/24/16

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

In re:

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CERTIFICATE OF SERVICE

I hereby certify that on May 26, 2016, I served the following Paper:

Trustee's Motion for Authority to Sell Property Pursuant to 11 U.S.C. 363(b), Proposed Order, Notice of Requirement of Written Response to Trustee's Motion for Authority to Sell Property Pursuant to 11 U.S.C. 363(b), Brief in Support, this Certificate of Service, Affidavits and Exhibit List with Exhibit

on the following parties at these addresses:

Carrick Trucking, Inc.
7535 W. Emery Road
Houghton Lake, MI 48629-9252

****A COPY OF THE NOTICE REQUIRING A WRITTEN RESPONSE WAS ALSO SERVED UPON THE ATTACHED COURT MATRIX BY US MAIL AND ALL FILED DOCUMENTS WERE SERVED BY ECF TO ECF PARTICIPANTS.****

by the following means:

United States first-class mail

/S/ KEVIN M. SMITH
Kevin M. Smith (P48976)
Beadle Smith, PLC
Attorneys for Trustee
445 South Livernois, Suite 305
Rochester Hills, MI 48307-2577
(248) 650-6094, Ext. 15; (248) 650-6095 (fax)
ksmith@bssplc.com

Label Matrix for local noticing
0645-1
Case 13-20904-dob
Eastern District of Michigan
Bay City
Thu May 26 12:21:39 EDT 2016
BW & US Tax Office
3024 W. Grand Blvd., Ste 11-500
Detroit, MI 48202-6024

1st Source Bank
Specialty Finance Group
100 N. Michigan St.
South Bend, IN 46601-1600

Attorney General
Law Building
515 Ottawa
Lansing, MI 48913-0001

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Frederick R. Bimler
109 S. Union St.
Suite 304
Traverse City, MI 49684-2575

Brian Carrick
5202 W. Emery Rd.
Prudenville, MI 48651-9792

Brian Carrick
5202 W. Emery Rd.
Prudenville, MI 48651-9792

Buck & Virginia Jones
6260 McVety Rd., Falmouth, MI 49632

CONSUMERS ENERGY COMPANY
Attn: Michael G. Wilson, Esq.
One Energy Plaza
Jackson, MI 49201-2357

Barbara Carrick
c/o Kenneth W. Kable
4301 Fashion Square Blvd.
Saginaw, MI 48603-1250

Brian Carrick
c/o Kenneth W. Kable
4301 Fashion Square Blvd.
Saginaw, MI 48603-1250

Dean Carrick
c/o Kenneth W. Kable
4301 Fashion Square Blvd.
Saginaw, MI 48603-1250

Gail Carrick
c/o Kenneth W. Kable
4301 Fashion Square Blvd.
Saginaw, MI 48603-1250

Mark Carrick
c/o Kenneth W. Kable
4301 Fashion Square Blvd.
Saginaw, MI 48603-1250

Trudy Carrick
c/o Kenneth W. Kable
4301 Fashion Square Blvd.
Saginaw, MI 48603-1250

Carrick Trucking, Inc.
7535 W. Emery Road
Houghton Lake, MI 48629-9252

Charles & Jean Wolthuis
3291 Stage Rd., Ionia, MI 48846

Chase - Cardmember Services
P.O. Box 15298
Wilmington, DE 19850-5298

Chemical Bank
P.O. Box 809
625 S. Garfield Ave.
Traverse City, MI 49686-3425

Chemical Bank
2445 84th St SW
Byron Center, MI 49315-5102

Chemical Bank
Attn: Bankruptcy Dept
2445 84th St., SW
Byron Center, MI 49315-5102

Chemical Bank
P.O. Box 100
Bay City, MI 48707-0100

Chemical Bank
P.O. Box 1527
Bay City, MI 48706

Michael D Cool
134 W. Harris St.
Cadillac, MI 49601-2153

Michael D. Cool
Baird, Cotter and Bishop, PC
134 W. Harris Street
Cadillac, MI 49601-2180

Corporate Payment Systems
P.O. Box 6343
Fargo, ND 58125-6343

Dean B. Carrick
7535 W. Emery Rd.
Houghton Lake, MI 48629-9252

Eagle Realty
P.O. Box 27
120 E. Main
Edmore, MI 48829-8708

First National Bank at Paris

Frederick R. Bimber
Attorney at Law
109 S. Union St., Ste. 304
Traverse City, MI 49684-2575

Gail & Dean Carrick
7535 W. Emery Rd.
Houghton Lake, MI 48629-9252

Gail Carrick
7535 W. Emery Rd.
Houghton Lake, MI 48629-9252

Rozanne M. Giunta
916 Washington Ave.
Suite 309
Bay City, MI 48708-5723

Corey David Grandmason
202 W. Smith St.
Bay City, MI 48706-3604

Gratiot County Treasurer
P.O. Box 17
Ithaca, MI 48847-0017

Kelly M. Hagan
Chapter 7 Trustee
Hagan Law Offices, PLC
PO Box 384
Acme, MI 49610-0384

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Gregory L. Jenkins
Kuhn Rogers PLC
412 S. Union Street
Traverse City, MI 49684-2537

Henry L. Knier Jr.
900 Washington Ave.
Bay City, MI 48708-5704

Joseph Alexander Lucas
161 Ottawa, N.W.
Suite 600
Grand Rapids, MI 49503-2766

Mark & Barbara Carrick
7542 W. Emery Rd.
Houghton Lake, MI 48629-9252

Mark A. Carrick
7542 W. Every Rd.
Houghton Lake, MI 48629-9252

Mark Carrick
7542 W. Emery Rd.
Houghton Lake, MI 48629-9252

Michigan Bell Telephone Company
% AT&T Services, Inc
Karen Cavagnaro, Paralegal
One AT&T Way, Room 3A231
Bedminster, NJ 07921-2693

Michigan Dept. of Environmental Quality
P.O. Box 30260
Lansing, MI 48909-7760

Michigan Dept. of Treasury
Collection/Bankruptcy Unit
P.O. Box 30168
Lansing, MI 48909-7668

Michigan Unemployment Agency
P.O. Box 169
Grand Rapids, MI 49501-0169

Missaukee County Treasurer
P.O. Box 800
Lake City, MI 49651-0800

Northwestern Bank
625 S. Garfield Ave.
P.O. Box 809
Traverse City, MI 49685-0809

Northwestern Bank
P.O. Box 1281
Traverse City, MI 49685-1281

Northwestern Bank
PO Box 809
Traverse City, MI 49685-0809

PNC Equipment Finance
P.O. Box 94931
Cleveland, OH 44101-4931

PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203-1100

Rich and Roger Hoskins
3443 Annis Rd.
Mason, MI 48854-9218

Roneil & Jorja Ackels
1526 S. M-52, Owosso, MI 48867

Roscommon County Treasurer
County Courthouse
500 Lake St.
Roscommon, MI 48653-7690

Kevin M. Smith
Beadle Smith, PLC
445 South Livernois
Suite 305
Rochester Hills, MI 48307-2577

Thomas J. Fitzpatrick and Norma J. Fitzpatri
9433 Cleveland Road
Carson City, Michigan 48811-9684

Tom and Norma Fitzpatrick
9433 Cleveland Rd.
Carson City, MI 48811-9684

Top Grade Aggregates, LLC
3407 58th St., Hamilton, MI 49419

Trudy L. Carrick
5202 W. Emery Rd.
Prudenville, MI 48651-9792

U.S. Attorney
Attn: Civil Department
101 First Street, Suite 200
Bay City, MI 48708-5747

(p)US BANK
PO BOX 5229
CINCINNATI OH 45201-5229

Young Industries, Inc.
770 East M-30
Gladwin, MI 48624-9248

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Bank of America
P.O. Box 982238
El Paso, TX 79998-2238

US BANK N.A.
BANKRUPTCY DEPARTMENT
P.O. BOX 5229
CINCINNATI, OH 45201-5229

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)1st Source Bank

(u)Joshua W. Bugeja

(u)Bugeja Law Firm

(u)Michael P. Thomas
Centauri, LLC

| | |
|---------------------|----|
| End of Label Matrix | |
| Mailable recipients | 64 |
| Bypassed recipients | 4 |
| Total | 68 |

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION**

In re:

Carrick Trucking, Inc.,

Debtor.

_____ /

Bankruptcy Case No.: 13-20904-dob
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AFFIDAVIT

None.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

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EXHIBIT LIST

| <u>Exhibit</u> | <u>Description</u> |
|----------------|-----------------------------|
| 6-A | Purchase and Sale Agreement |

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into by and between (1) ~~Brian Carrick + Mark Carrick~~ ("Buyer" or "Purchaser"), and (2) Kelly M. Hagan, Liquidating Trustee (the "Trustee") of The Carrick Trucking, Inc. Liquidating Trust ("Trust") in the bankruptcy case entitled Carrick Trucking, Inc. ("Debtor"), Bankruptcy Case No. 13-20904 (the "Carrick Case"), pending in the United States Bankruptcy Court for the Eastern District of Michigan. The Trustee and Buyer are sometimes individually referred to herein as a "Party," and collectively referred to herein as the "Parties."

RECITALS

A. On April 1, 2013, Carrick Trucking, Inc. ("Debtor") filed a Voluntary Petition under Chapter 11 of the Bankruptcy Reform Act of 1978 as Amended, Title 11 ("Petition Date").

B. Subsequent to the aforementioned filing, Kelly M. Hagan was appointed the duly qualified and acting Liquidating Trustee ("Trustee") in this matter.

C. Upon the entry of the Order of Confirmation and without the requirement of any further action, all assets of the Debtor and all claims arising under Chapter 5 of the Bankruptcy Code were assigned to the Trustee for the benefit of the Carrick Trucking Liquidating Trust.

D. Pursuant to a Judgment entered by the Bankruptcy Court (DN 52) on April 1, 2016 in Adversary Proceeding 14-02109, the Trust was determined to be the owner of a 1999 Komatsu WA250 Front End Loader, S/N A70375 ("Loader"), however, the Court did not determine whether and to what extent Brian and Mark Carrick had an interest in a portion of proceeds generated by the Trustee's Sale of the Loader.

E. Subject to the approval of the United States Bankruptcy Court for the Eastern District of Michigan having jurisdiction over the Carrick Case, the Trustee desires to sell the Loader and Buyer desires to purchase the Loader, all on the terms and conditions specified in this Agreement below.

AGREEMENT

NOW, THEREFORE, on the terms and conditions and for the consideration set forth below, the Parties agree as follows:

1. Incorporation of Recitals

Recitals A through E are incorporated herein and are made a part of this Agreement.

2. Approval of Agreement

2.1 Except as expressly provided herein, no Party shall have any rights, duties, or obligations under this Agreement unless and until the Bankruptcy Court enters an order (the "Approval Order") that, in substance (i) approves this Agreement, (ii) authorizes the Trustee to convey the Loader as contemplated herein on an "AS-IS" and "WHERE-IS" basis, with all faults, and without any representation or warranty whatsoever including warranty of title, and (iii) authorizes the Trustee to perform the terms of this Agreement.

3. Performance

3.1 Payment of the Purchase Price. The purchase price (the "Purchase Price") for the Loader shall be TWELVE THOUSAND EIGHT HUNDRED DOLLARS (\$12,800.00) and a waiver of any claim to any portion of the sale proceeds by Brian Carrick and Mark Carrick. The Purchase Price shall be paid in full at Closing by good and immediately available funds. The Closing shall occur within fourteen days of obtaining final court approval of this sale.

3.2. Assignment of Loader. At Closing, the Trustee shall deliver to Buyer a signed "Bill of Sale" regarding the Trust's interest in the Loader.

4. Acknowledgments by Buyer

Buyer hereby acknowledges each of the following:

(a) Buyer has had the opportunity to consult with legal counsel of its choice concerning this Agreement, including the meaning of the terms thereof and agrees to be bound to those terms.

(b) The Trustee's agreement to sell the Loader to Buyer does not limit the Trustee's rights or remedies in regards to any other claims the estate may assert against an entity.

(c) The Trustee's disposition of the Loader pursuant to this Agreement shall be on an AS IS, WHERE IS, basis, with all faults and without any representation or warranty whatsoever, whether express or implied, including warranty of title.

(d) Buyer has formed its own opinion as to the value of the Loader being purchased hereunder.

5. Attorneys' Fees And Costs

Each Party shall bear its own attorneys' fees, expenses and costs incurred in connection with the subjects of this Agreement and the preparation of this Agreement.

6. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to its subject matter, including any and all obligations and commitments of the Trustee and Buyer. This Agreement supercedes and replaces in their entirety any and all prior negotiations or understandings, whether oral or written.

This Agreement has no terms other than those expressly set forth herein. Each Party represents and warrants to each other Party that he/it is not signing this Agreement in reliance upon any term, representation, warranty, or other information other than those expressly set forth in this Agreement.

7. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, agents, representatives, successors, and assigns.

8. Governing Law

This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Michigan (without regard to Michigan law concerning choice of law). Venue shall be in the United States Bankruptcy Court for the Eastern District of Michigan.

9. Waiver of Jury Trial

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PARTIES' RIGHTS AND OBLIGATIONS WITH RESPECT THERETO.

10. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures by facsimile or other reproductive means is acceptable.

11. Authority to Sign

Each person signing this Agreement on behalf of a Party represents and warrants to the other Party that he has the requisite power and authority to execute and deliver this Agreement on behalf of that Party and that this Agreement, when so executed and delivered, will be a binding obligation of and enforceable against such Party in accordance with its terms. Notwithstanding the foregoing, the Trustee's authority to sign this Agreement is subject to Bankruptcy Court approval as set forth elsewhere in this Agreement.

12. Notice

12.1 Any notice, service, or demand under this Agreement shall be given by either (a) Federal Express, (b) hand delivery or (c) USPS first class mail, as follows:
To the Trustee:

Kevin M. Smith
Beadle Smith, PLC
445 S. Livernois, Suite 305
Rochester Hills, MI 48307

To Buyer:

Corey Grandmaison
202 W. Smith Street
Bay City, MI 48706

For purposes of notice given by Federal Express, notice shall be deemed effective upon "delivery" by Federal Express. Delivery for purposes of this paragraph shall mean Federal Express' actual delivery of the notice to the address of the other Party, without the requirement of any signature by the receiving Party. Additionally, the refusal to accept a notice attempted to be delivered by Federal Express at that Party's address set forth above shall be deemed to have been delivered to that Party at the time of such attempted delivery. Delivery by USPS mail shall be complete upon mailing.

13.2 Any Party may change the person to whom and/or address to which notice to that Party shall be delivered by giving notice of such change in accordance with Section 13.1. In all events, the Parties shall designate an address to which Federal Express will deliver packages in the ordinary course of its business.

14. Headings

The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Purchase and Sale Agreement to be executed on the date indicated below.

SELLER:

KELLY M. HAGAN, LIQUIDATING TRUSTEE

By: _____
Kevin M. Smith, attorney for Kelly M. Hagan,
Liquidating Trustee

Dated: _____

BUYER:




Dated: 5-19-16

We, Brian and Mark Carrick, hereby waive any and all claims to the sale proceeds set forth in paragraph 3 above.



Brian Carrick

Dated: 5-19-16



Mark Carrick

Dated: 5-19-16