

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:) Case No. 16-22190-TPA
Wilson's Outdoor Services, LLC,)
Debtor,) Chapter 11
Wilson's Outdoor Services, LLC,)
Movant,) Document No.
vs.)
Peoples United Equipment Finance Corp,)
Ford Motor Credit,)
Direct Capital Corporation,)
Fulton Financial Corp,)
John Deere Financial, and)
Kubota Credit Corporation,)
Respondents.)

**EXPEDITED MOTION FOR AUTHORITY TO CONDUCT AN AUCTION SALE OF
PROPERTY FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES AND CLAIMS**

AND NOW, comes the Debtor, Wilson's Outdoor Services, LLC, by and through its attorneys, David Z. Valencik and Calaiaro Valencik, and presents the following:

1. Wilson's Outdoor Services, LLC filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code on June 14, 2016.
2. Jurisdiction of the Court is based on 28 U.S.C. §1334 and 11 U.S.C. §1107.
3. Venue is proper in this District.
4. This is a core proceeding as defined by 28 U.S.C. §157(b) (N).
5. The Movant is Wilson's Outdoor Services, LLC, the Debtor-in-Possession in this Chapter 11 bankruptcy case, and the Debtor has standing and the right to bring this motion pursuant to 11 U.S.C. §363.
6. Among the assets of the estate is the Debtor's interest in construction equipment.

7. The Debtor, in its business judgment, has elected to sell the following equipment through a public auction with a public auctioneer:

2005 Peterbilt 357	Kubota M7040
Salt Dog Spreaders	CAT 262C
2014 Ford F550 XL Super	2004 Ford DUMP 350
2013 Ford F250 XL Super	2010 Ford F350XLT Super
2004 Sterling 9500	1998 Kenworth w/Sleeper W900
2012 Ford F250 XL Super	2000 Freightliner
2012 Ford F250 XL Super	1999 Freightliner FL70
2013 Ford F250 XL Super	2001 Freightliner FL80
2014 Ford F150 XLT	Broce Broom RJ 350
2014 Ford F250 XL Super	2012 Appalachian Trailer Gooseneck
2014 Ford F350 Kingranch Lariat	2012 Rice Trailer
John Deere 244I	2013 Forest Rive
2013 Kaufman Detach	2014 Royles Rights
2005 JD 772D Grader	2014 Patriot
Kubota L6060	2006 Transport Eagle 2 Super Beam

8. The Debtor has filed an expedited motion to employ Joe R. Pyle Complete Auction & Realty Service to conduct a public auction of this equipment. Attached as **Exhibit "A"** is a copy of the agreement with Joe R. Pyle Complete Auction & Realty Service to conduct the auction.

9. Joe R. Pyle Complete Auction & Realty Service has made a gross sales guarantee of \$466,360.00 for the equipment, which is what they believe to be 80% of the total sale price of the equipment. They anticipate that the total sale price of the equipment will be approximately \$559,600.00.

10. The principals of the Debtor, James and Michelle Wilson, in their business judgment, have also elected to sell the following equipment through a public auction with a public auctioneer:

12 Truck/Tractor Chains	Air compressor	Flags, T Post, Road Signs
Hay Wagon	Torches and regs.	2 Cattle Guard
1999 International 9100	Misc. items located in barn	Kaufman Trailer Tandem Axle
1995 Jeep Cherokee	Hand tools, shop tools, snap on boxes	4 12' Quick Attach Snow Blades
2006 Dodge Ram 2500	Wacker	Quick Attach Grab
Ford	Job Box	12 FT Snow Blade
2008 Dodge Ram 1500	2007 Kawasaki dirtbike KX2500 (1700 miles)	Hay Rake
Ford (parts)	4 best control station	Manure Spreader
Freightliner (scrap/parted out)	4 trash pumps 2-3 inch	New Holland Bailer
4 aluminum ladders	Generac 2000 Compact Gen.	New Holland Haybine
Shaver post driver 10 inch	Nylon straps	New Holland Square Bailer
20 metal drop plates	Truck mounted strobe lights 10	Aluminum Toy Trailer
Skid quick attach drill	4 Craftsman tool boxes	3 PT Hitch Seed Hooper
Misc. hydraulic lines	Auto clay thrower	Old trailer
Chains and Chokers	25 ton bottle jack press	Cornpro trailer
2 clean mech. Boxes	6 truck fuel cells	Misc 2"and 3"hoses
shovels, rakes, hoses	VIB plate tamper	Leaf Catcher
170 Polaris Side by Side Ranger RZR.	Lincoln stick welder	Misc Scrap Metal and culverts
Polaris DOHC Duel Cam Sportsman 325	Pacific Pac-2T Air Compressor	Wood (Sticked Boards)
Alum. screeet boards and bull floats	Wheel Balance	Cement Mixer
Honda GEN EB500X	90 TRX	Finn Hay Mulcher
Power Washer	Shark Heated Water Pressure Washer	Road Drag (pull behind)
Torches and Regs	Trash Pump	bucket attachemetns
Lincoln Welders with stand	Alignment Machine and Wheel Balance	2008 ASV PT80 EROPS
2 Chain Saws	Heavy duty shelves	2008 Volvo
Hand Held Saw Concrete Saw	Misc	2005 CAT
50 Dirt Bike Honda	Rhino Big Brush Hog Quick Attach	CAT 304C
		1996 CAT 311 Excavator

11. Attached as **Exhibit "B"** is a true and correct copy of the agreement with Joe R. Pyle Complete Auction & Realty Service to conduct the auction of the equipment owned by James and Michelle Wilson, individually.

12. Joe R. Pyle Complete Auction & Realty Service has made a gross sales guarantee of \$196,868.00 for the equipment, which is what they believe to be 80% of the total sale price of the equipment. They anticipate that the total sale price of the

equipment will be approximately \$236,241.60.

13. Joe R. Pyle Complete Auction & Realty Service estimates a marketing and advertising budget of \$25,000.00, maximum, and setup fees of \$8,000.00, maximum for the Debtor's sale and the sale of assets for James and Michelle Wilson. Joe R. Pyle Complete Auction & Realty Service will split this fee between the Debtor and James and Michelle Wilson.

14. The Debtor will be charged a fee of \$14,485.05 for marketing and advertising expenses incurred in the promotion of the sale and sale preparation expenses incurred relative to the auction, not to exceed \$4,635.22. This is their portion of the marketing and advertising expenses and set up fees. Attached Hereto and Marked as **Exhibit "C"** is a breakdown of the marketing and advertising expenses and auction set up expenses for both sales from Joe R. Pyle Complete Auction & Realty Service.

15. The principals of the Debtor will dedicate up to \$20,000.00 of the proceeds from the sale of their personal equipment to fund a liquidating plan. These funds will be used to pay administrative expenses and provide a distribution to unsecured creditors.

16. Joe R. Pyle Complete Auction & Realty Service will hold an auction sale for personal assets of the principals of the Debtor on the same date and time as this auction. The proceeds from each sale will be segregated.

17. Joe R. Pyle Complete Auction & Realty Service will pay the secured claims that encumber the equipment from the proceeds of the auction. They will forward any excess funds to Counsel for the Debtor to be held until confirmation of a plan.

18. This sale of the property is subject to the approval of the Bankruptcy

Court.

19. The sale is in the best interest of all parties since it will help to maximize the value of the Debtor's estate.

20. The lien creditors, named as Respondents, herein, are Peoples United Equipment Finance Corp, Ford Motor Credit, Direct Capital Corporation, Fulton Financial Corp, John Deere Financial and Kubota Credit Corporation.

21. The sale is an "As-Is" and "Where-Is" sale.

22. This sale must be a judicial sale, free and clear of all liens and encumbrances and claims against the Debtors. In order to convey good title, it will be necessary that all these interests, claims, and encumbrances be divested as liens against the personal property and shifted to the funds to be realized from the sale.

23. The Debtor reserves the right to challenge the validity of any lien or claim at the time of distribution if there are proceeds of sale.

24. This sale to independent third parties will be a sale to "bona fide" purchasers in accordance with the holding of **In re: Abbots Dairies of Pennsylvania, Inc., 788 F.2d 143 C.A.3 (Pa) 1986.**

25. The Debtor will serve the Respondents with a copy of this motion prior to a hearing on the sale.

26. The Debtor and Joe R. Pyle Complete Auction & Realty Service will have complied with all rules regarding notice and advertising prior to a hearing on the sale. Joe R. Pyle Complete Auction & Realty Service will advertise the auction at least 15 days before the sale in newspapers of general circulation and trade publications.

27. The auctioneer will sell the equipment to the highest and best offer at the

time of sale.

28. The Debtor is requesting this hearing on an expedited basis. The auctioneer wants to hold this sale prior to the second week of June 2017, prior to this year's construction season, to maximize the value of the assets. Joe R. Pyle Complete Auction & Realty Service needs time to properly market the equipment, prior to an auction sale. They anticipate marketing the auction sale for four (4) to (6) weeks. Joe R. Pyle Complete Auction & Realty Service will not market the equipment until the court has approved them as the auctioneer and approved the sale of the equipment. Without the proper time for marketing of the equipment and if the sale is not conducted prior to the construction season, Joe R. Pyle Complete Auction & Realty Service will not guaranty the minimum sale prices in paragraphs 9 and 12 of this Motion. If this Motion is not heard on an Expedited Basis, it could bring irreparable harm to the estate due to the decline in the value of the assets sold at the auction sale.

WHEREFORE, the Movant respectfully requests an Order of Court as follows:

(A) The liens and encumbrances and or claims of the Respondents are divested as to all assets being sold and identified on **Exhibit "A"** to the motion to sell. Any purchaser shall take, pursuant to this auction sale, free and clear of all liens and encumbrances and liens;

(B) The Court authorizes the sale and transfer of this personal property under a sale in order to enable to help Debtors to fund a plan.

(C) Joe R. Pyle Complete Auction & Realty Service shall pay the following from the proceeds of sale:

1. It shall pay the auction fees and expense reimbursements to

Joe R. Pyle Complete Auction & Realty Service as required by their contract;

2. Reimburse Calaiaro Valencik for all costs of advertising, mailing and copying related to this Auction in the amount of \$_____;
3. Pay U.S. Trustee fees relating to the sale of the equipment;
4. Pay the allowed balance owed to Peoples United Equipment Finance Corp, Ford Motor Credit, Direct Capital Corporation, Fulton Financial Corp, John Deere Financial and Kubota Credit Corporation, the secured creditors, according to their liens, and
5. Pay any balance to the attorney for the Debtor pending further order of court.

Respectfully submitted,

DATE: April 28, 2017

BY: /s/ Donald R. Calaiaro
Donald R. Calaiaro, Esquire, PA I.D. #27538
dcalaiaro@c-vlaw.com

BY: /s/ David Z. Valencik
David Z. Valencik, Esquire, PA I.D. #308361
dvalencik@c-vlaw.com
CALAIARO VALENCIK
428 Forbes Avenue, Suite 900
Pittsburgh, PA 15219-1621
(412) 232-0930

Joe R. Pyle Complete Auction & Realty Service
 5546 Benedum Drive Shinnston, WV 26431
 (304) 592-6000 Toll Free (888) 875-1599

PERSONAL PROPERTY AUCTION CONTRACT Agreement for the Sale of Personal and Chattel Property by Auction

This AGREEMENT, made this 14th day of April, 2017, by and between Wilson's Outdoor Services, LLC of Washington, PA hereafter called Sellers, and JOE R. PYLE COMPLETE AUCTION & REALTY SERVICE, hereafter called Auctioneers.

The Auctioneers hereby agree to use its professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The Sellers hereby agree to turn over and deliver to the Auctioneers, to be sold at public auction the items listed below, on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement by Sellers and Auctioneers. If the item is sold or withdrawn Auctioneers shall receive full commission on the item based upon the Fair Market Value of such item as determined by Auctioneers.

All items of personal property of Sellers, to include, but not limited to, those items more particularly set forth on Exhibit "A" attached herto.

The auction is to be held at _____ on the _____ day of _____

_____ at _____ AM/PM. In the case of postponement because of inclement weather or other good cause, said auction will take place on later date agreed upon by both parties. It is mutually agreed that all of said items are to be sold to the highest bidder, with the exception of items specified by Seller in writing to have a reserve price or minimum bid price. Auctioneers shall receive full commission on any item withdrawn from sale which is then transferred or sold by Seller within 180 days after the auction. It is further mutually agreed that the Auctioneers may deduct its fee in accordance with the list of sales expenses set forth below from the gross sales receipts resulting from said auction sale. Auctioneers agree to turn the net proceeds from the sale over to the Seller within 10 business days following the auction, along with sale record and remitted expenses. The Sellers agree that all expenses incurred for the advertisement, promotion and of conducting of said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances. In the event of cancellation of the auction demanded by Sellers, Sellers agree to pay Auctioneer its full commission based upon the Fair Market Value of the items set forth herein plus all expenses incurred by Auctioneer identified below, within 10 business days of said cancellation notice. The Seller's covenant and agree that Sellers have good and marketable title and the right to sell the items, and said items are free from all liens and encumbrances except as follows (if none, write "NONE"). Sellers agree to hold Auctioneers harmless from all claims arising from the transfer of good title.

ITEM	LIEN HOLDER	ADDRESS	APPROXIMATE UNPAID BALANCE
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Bad checks, debt and unpaid auction items shall be the responsibility of Auctioneers. All checks shall be made payable to Joe R. Pyle Complete Auction & Realty Service

Absentee Bid: Selected properties placed in the auction may have Absentee bids placed on them, received through Auctioneers. The auction terms and conditions apply to all Absentee bids. Upon receipt of the correctly submitted Absentee bid offer, the offer will be submitted at the auction. If no higher offer is tendered on the auction day, the buyer will be notified on the next business day that the Absentee bidder won as the higher bidder.

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller further covenants that there are no creditors on any merchandise being sold, other than what is identified above or on any document attached to this agreement. Seller agrees to hold Auctioneer harmless from and against any claims of any nature referred to this agreement.

Auctioneers shall not be held liable for any loss or damage resulting from fire, flood, theft or any Act of God. Auctioneers shall not be liable for damage, breakage, or loss of property during moving, storage, setup or selling of any items. The Sellers are aware that damage and breakage may result in Sellers' goods; however, Auctioneers agree to make all reasonable efforts to avoid such damage to property loss.

SELLERS AGREE TO PROVIDE MERCHANTABLE TITLE TO ALL ITEMS SOLD AND DELIVER TITLE TO PURCHASERS. SELLER FURTHER COVENANTS THAT THERE ARE NO CREDITORS ON ANY MERCHANDISE BEING SOLD. SELLERS AGREE TO HOLD HARMLESS THE AUCTIONEERS AGAINST ANY CLAIMS OF THE NATURED REFERRED TO IN THIS CONTRACT

SELLERS AGREE TO PAY SALE EXPENSES INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- Auctioneer's Fee _____
- From Seller: _____
- Clerk's Fee: _____
- Cashier's Fee: _____
- Other Personnel: _____
- Marketing Fee: _____
- Building Rental: _____
- Portable Toilet Rental: _____
- Other: _____

Seller also hereby acknowledges and agrees that Auctioneer may charge the purchasers of items a buyer's premium of up to 10%, which will be added to the purchase price, collected from the purchasers and paid to the Auctioneer.

I HAVE READ THIS CONTRACT AND I AGREE TO AND ACCEPT ALL THE TERMS SET FORTH HEREIN AS INDICATED BY MY SIGNATURE BELOW:

Wilson's Outdoor Services, LLC

By: Michelle Wilson DATE 4/17/17

SELLER _____ DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____

MAILING ADDRESS
 LICENSED AND BONDED IN WV & PA

PHONE NUMBER _____

Joe R. Pyle DATE 4-17-2017
 AUCTIONEER

ADDENDUM TO PERSONAL PROPERTY AUCTION CONTRACT

Seller: Wilson's Outdoor Services, LLC
Auctioneer: Joe R. Pyle Complete Auction & Realty Service

1. **EFFECT OF ADDENDUM:** Seller and Auctioneer hereby agree that the terms and provisions set forth in this Addendum shall become a part of that certain Personal Property Auction Contract by and between Seller and Auctioneer dated April 14, 2017 (the "Auction Contract"). This Addendum shall supplement the terms and provisions of the Auction Contract. In the case of any inconsistency between the terms and provisions of the Auction Contract and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall apply.

2. **ADVERTISING AND SALE PREPARATION EXPENSES:** Seller agrees to pay all actual marketing and advertising expenses incurred in the promotion of the auction sale, which shall not exceed the sum of \$14,485.05. Seller further agrees to pay all actual sale preparation expenses incurred relative to the auction sale, which shall not exceed the sum of \$4,635.22. Such amounts will be deducted from the gross sales price obtained for the personal property to be sold, to include, but not limited to, those items set forth on the attached "Exhibit A" (collectively, the "Personal Property").

3. **AUCTIONEER GUARANTY:** In order to induce Seller to enter into the Auction Contract, Auctioneer hereby absolutely and unconditionally guarantees that the sale of the Personal Property contemplated hereby shall result in specific gross sales of not less than \$466,360.00.

4. **MISCELLANEOUS PROVISIONS:**

(a) This Contract may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be any original, but all such counter-parts shall together constitute one in the same instrument.

(b) This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and any disputes arising under this Contract shall be resolved in the courts of Pennsylvania.

(c) This Contract shall be binding upon and inure to the benefit of all the parties hereto and their respective successors and assigns.

(d) This Contract may be amended, waived, modified, discharged or otherwise changed only by a written instrument signed by all of the parties hereto.

IN ACKNOWLEDGEMENT AND ACCEPTANCE OF ALL THE TERMS SET FORTH HEREIN, the parties hereto have caused their names to be signed hereto all as of this 17th day of April, 2017.

SELLER:

WILSON'S OUTDOOR SERVICES, LLC

By: Michelle Wilson
Its: Vice President

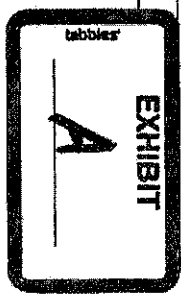
AUCTIONEER:

JOE R. PYLE COMPLETE AUCTION
& REALTY SERVICE

By: Joe R. Pyle
Its: _____

WILSON OUTDOOR SERVICES LLC

Number	Year	NUMBER	make	model	Vin	miles
ED05	2005		PETERBILT	357	1NPALUOX45D844244	655123
			SALT DOG SPREADERS			
ED03	2014		FORD	F550 XL SUPER	1FDUF5HY4EEA44127	29901
EP22	2013		FORD	F250 XL SUPER	1FTBF2B61DEA07472	50000
WT3	2004		STERLING	9500	2F2HAZCV18A199655	
EP25	2012		FORD	F250 XL SUPER	1FT7X2BTXCEC53590	72600
EP26	2012		FORD	F250 XL SUPER	1FT7X2B65CED11616	70000
EP19	2013		FORD	F250 XL SUPER	1FTBF2BT0DEA447638	50000
	2014		FORD	F150 XLT	1FTFX1EFAEKG44069	50000
	2014		FORD	F250 XL SUPER	1FT7X2B65EEA37241	40000
	2014		FORD	F350 Kingranchariat	1FT8W3BT6EEB40140	
			John Deere	244j		1874
	2013		KAUFMAN DETACH			
	2005		JD	772D GRADER		4026
			KUBOTA	L6060		846
			KUBOTA	M7040		
			CAT	262C		1823
ED04	2004		FORD DUMP	350	1FDWF37P25EC99025	161000
EP16	2010		FORD	F350XLT SUPER	1FTWX3BR5AEA86669	135000
	1998		KENWORTH W/ SLEEPER	W900		186053
	2000		FREIGHTLINER		1FUPC7WB9YLA88575	246000
ED01	1999		FRIEGHTLINER	FL70	1FUWHLBB1XHA25337	1039957
ED02	2001		FRIEGHTLINER	FL80	1FVHBXBS61HJ39173	
EE15			BROCE BROOM	RJ 350		1243
	2012		APPALACHIAN TRAILER	GOOSENECK		
	2012		RICE TRAILER			
	2013		FOREST RIVER			
	2014		ROYLES RIGHT			



	2014		PATRIOT				
	2006		TRANSPORT		EAGLE 2 SUPER BEAM		

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PERSONAL PROPERTY AUCTION CONTRACT Agreement for the Sale of Personal and Chattel Property by Auction

This AGREEMENT, made this 14th day of April, 2017, by and between James Wilson and Michelle Wilson of Washington, PA, hereafter called Sellers, and JOE R. PYLE COMPLETE AUCTION & REALTY SERVICE, hereafter called Auctioneers.

The Auctioneers hereby agree to use its professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The Sellers hereby agree to turn over and deliver to the Auctioneers, to be sold at public auction the items listed below, on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement by Sellers and Auctioneers. If the item is sold or withdrawn Auctioneers shall receive full commission on the item based upon the Fair Market Value of such item as determined by Auctioneers.

All items of personal property of Sellers, to include, but not limited to, those items more particularly set forth on Exhibit "A" attached hereto.

The auction is to be held at _____ on the _____ day of _____, 20____ at _____ AM/PM.

In the case of postponement because of inclement weather or other good cause, said auction will take place on later date agreed upon by both parties. It is mutually agreed that all of said items are to be sold to the highest bidder, with the exception of items specified by Seller in writing to have a reserve price or minimum bid price. Auctioneers shall receive full commission on any item withdrawn from sale which is then transferred or sold by Sellers within 180 days after the auction. It is further mutually agreed that the Auctioneers may deduct its fee in accordance with the list of sales expenses set forth below from the gross sales receipts resulting from said auction sale. Auctioneers agree to turn the net proceeds from the sale over to the Sellers within 10 business days following the auction, along with sale record and itemized expenses. The Sellers agree that all expenses incurred for the advertisement, promotion and of conducting of said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances. In the event of cancellation of the auction demanded by Sellers, Sellers agree to pay Auctioneers its full commission based upon the Fair Market Value of the items set forth herein plus all expenses incurred by Auctioneers identified below, within 10 business days of said cancellation notice.

The Sellers covenant and agree that Sellers have good and marketable title and the right to sell the items, and said items are free from all liens and encumbrances except as follows (if none, write "NONE"). Sellers agree to hold Auctioneers harmless from all claims arising from the transfer of good title.

ITEM	LIEN HOLDER	ADDRESS	APPROXIMATE UNPAID BALANCE

Bad checks, debt and unpaid auction items shall be the responsibility of Auctioneers. All checks shall be made payable to Joe R. Pyle Complete Auction & Realty Service.

Absentee Bid: Selected properties placed in the auction may have Absentee bids placed on them, received through Auctioneers. The auction terms and conditions apply to all Absentee bids. Upon receipt of the correctly submitted Absentee bid offer, the offer will be submitted at the auction. If no higher offer is tendered on the auction day, the Buyer will be notified on the next business day that the Absentee bidder won as the higher bidder.

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller further covenants that there are no creditors on any merchandise being sold, other than what is identified above or on any document attached to this agreement. Seller agrees to hold Auctioneer harmless from and against any claims of any nature referred to this agreement.

Auctioneers shall not be held liable for any loss or damage resulting from fire, flood, theft or any Act of God. Auctioneers shall not be liable for damage, breakage, or loss of property during moving, storage, setup or selling of any items. The Sellers are aware that damage and breakage may result to Sellers' goods; however, Auctioneers agree to make all reasonable efforts to avoid such damage to property loss.

SELLERS AGREE TO PROVIDE MERCHANTABLE TITLE TO ALL ITEMS SOLD AND DELIVER TITLE TO PURCHASERS. SELLER FURTHER COVENANTS THAT THERE ARE NO CREDITORS ON ANY MERCHANDISE BEING SOLD. SELLERS AGREE TO HOLD HARMLESS THE AUCTIONEERS AGAINST ANY CLAIMS OF THE NATURED REFERRED TO IN THIS CONTRACT

SELLERS AGREE TO PAY SALE EXPENSES INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- Auctioneer's Fee _____
- From Seller: _____
- Clerk's Fee: _____
- Cashier's Fee: _____
- Other Personnel: _____
- Marketing Fee: _____
- Building Rental: _____
- Portable Toilet Rental: _____
- Other: _____

Seller also hereby acknowledges and agrees that Auctioneer may charge the purchasers of items a buyer's premium of up to 10 %, which will be added to the purchase price, collected from the purchasers and paid to the Auctioneer.

I HAVE READ THIS CONTRACT AND I AGREE TO AND ACCEPT ALL THE TERMS SET FORTH HEREIN AS INDICATED BY MY SIGNATURE BELOW:

James Wilson 4/18/17
 SELLER DATE
James Wilson 4/14/17
 SELLER DATE

Michelle Wilson 4/18/17
 SELLER DATE
Michelle Wilson 4/14/17
 SELLER DATE

MAILING ADDRESS
 LICENSED AND BONDED IN WV & PA

PHONE NUMBER _____
Joe R. Pyle 4-18-2017
 AUCTIONEER DATE

ADDENDUM TO PERSONAL PROPERTY AUCTION CONTRACT

Sellers: James Wilson and Michelle Wilson
Auctioneer: Joe R. Pyle Complete Auction & Realty Service

1. EFFECT OF ADDENDUM: Sellers and Auctioneer hereby agree that the terms and provisions set forth in this Addendum shall become a part of that certain Personal Property Auction Contract by and between Seller and Auctioneer dated April 14, 2017 (the "Auction Contract"). This Addendum shall supplement the terms and provisions of the Auction Contract. In the case of any inconsistency between the terms and provisions of the Auction Contract and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall apply.

2. ADVERTISING AND SALE PREPARATION EXPENSES: Sellers agree to pay all actual marketing and advertising expenses incurred in the promotion of the auction sale, which shall not exceed the sum of \$10,514.95. Sellers further agree to pay all actual sale preparation expenses incurred relative to the auction sale, which shall not exceed the sum of \$3,364.78. Such amounts will be deducted from the gross sales price obtained for the personal property to be sold, to include, but not limited to, those items set forth on the attached "Exhibit A" (collectively, the "Personal Property").

3. AUCTIONEER GUARANTY: In order to induce Sellers to enter into the Auction Contract, Auctioneer hereby absolutely and unconditionally guarantees that the sale of the Personal Property contemplated hereby shall result in specific gross sales of not less than \$196,868.00.

4. MISCELLANEOUS PROVISIONS:

(a) This Contract may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be any original, but all such counter-parts shall together constitute one in the same instrument.

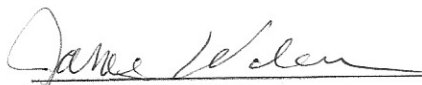
(b) This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and any disputes arising under this Contract shall be resolved in the courts of Pennsylvania.

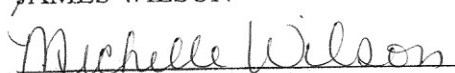
(c) This Contract shall be binding upon and inure to the benefit of all the parties hereto and their respective successors and assigns.

(d) This Contract may be amended, waived, modified, discharged or otherwise changed only by a written instrument signed by all of the parties hereto.

IN ACKNOWLEDGEMENT AND ACCEPTANCE OF ALL THE TERMS SET FORTH HEREIN, the parties hereto have caused their names to be signed hereto all as of this ____ day of April, 2017.

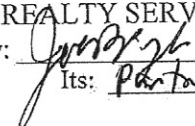
SELLERS:



JAMES WILSON


MICHELLE WILSON

AUCTIONEER:

JOE R. PYLE COMPLETE AUCTION
& REALTY SERVICE
By: 

Its: Partner

Jim and Michelle Wilson, Person							
Number	Year	NUMBER	Make	Model	Vin	Miles	Notes
		12	TRUCK/TRACTOR CHAINS				
			HAY WAGON				
EP10	2004		DODGE	RAM 2500	5D7KJ26D646281527	90344	REG CAB
ES01	1999		INTERNATIONAL	9100	2HSFPAHNYXC081988	731224	PREVIOUS CANADIAN
	1995		JEEP	CHEROKEE	1J4FJ27STL120672	179000	LIFTED, TIRES
EP08	2006		DODGE	RAM 2500	3D7KS26D56G188310	141000	SILVER, REG CAB, AFTER MARKET WHEELS
EP12	1996		FORD	F350 XLT	2FTHF36G0TCA55567		BLUE, REG CAB, HEADACHE CRACK TOOL BOX
EP09			FORD				
EP03	2008		DODGE	RAM1500	1D7HU16N881187645	77300	STEEL FLATBED, 2 TOOL BOXES
	1989		FORD	RANGER			BLUE
EP17			FREIGHTLINER				PARTS?
							SCRAP, PARTED OUT
							4 ALUM LADDERS
							SHAVAR POST DRIVER 10 INCH
							20 METAL DROP PLATES
							SKID QUICK ATTACH DRILL
							MISC. HYDRAULIC LINES
							CHAINS AND CHOKERS
							2 CLEAN MECH BOXES
							SHOVELS, RAKES, HOSES
							170 POLARIS SIDE BY SIDE RANGER RZR
							POLARIAS DOHC DUEL CAM SPORTSMAN 325
							ALUM SCREET BOARDS AND BULL FLOATS
							HONDA GEN EB5000X
							AIR COMPRESSOR
							TORCHES AND REGS
							MISC. ITEMS LOCATED IN BARN
							HAND TOOLS, SHOP TOOLS, SNAP ON BOXES
							WACKER
							JOB BOX
							KAWASAKI DIRTBIKE KX250 1700 MILES 2007
							4 BEST CONTROL STATION
							4 TRASH PUMPS 2-3 INCH
							LINCOLN WELDER TIG 25 PRO
							GENERAC 2000 COMPACT GEN
							NYLON STRAPS
							TRUCK MOUNTED STROBE LIGHTS 10
							4 CRAFTSMAN TOOL BOXES
							AUTO CLAY THROWER
							25 TON BOTTLE JACK PRESS
							6 TRUCK FUEL CELLS
							VIB PLATE TAMPER



						LINCOLN STICK WELDER
						PACIFIC PAC-2T AIR COMPRESSOR
						WHEEL BALANCE
						POWER WASHER
						TORCHES AND REGS
						LINCOLN WELDERS WITH STAND
						2 CHAIN SAWS
						HAND HELD SAW CONCRETE SAW
						50 DIRT BIKE HONDA
						90 TRX
						SHARK HEATED WATER PRESSURE WASHER
						TRASH PUMP
						ALIGNMENT MACHINE AND WHEEL BALANCE
						HEAVY DUTY SHELVES
						MISC.
						BIG BRUSH HOG QUICK ATTACH
						FLAGS, T POST, ROAD SIGNS
						CATTLE GAURD
						TANDUM AXLE
						DOUBLE AXLE
						12'
	2	KAUFMAN TRAILER				
		CARNER TOY TRAILER				
	4	QUICK ATTACH SNOW BLADES				
		QUICK ATTACH GRAB				
		12 FT SNOW BLADE				
		HAY RAKE				
		MANURER SPREADER				
		NEW HOLLAND BAILER				
		NEW HOLLAND HAYBINE				
		NEW HOLLAND SQUARE BAILER				
		ALUM TOY TRAILER				
		3 PT HITCH SEED HOPPER				
		OLD TRAILER				IN BACK, TANDUM
		CORNPRO TRAILER				BUMPER PULL, PINNTEL HITCH, TANDUM AXLE
		MISC. HOSES				2" AND 3"
		LEAF CATCHER				
		Misc. Scrap metal and culverts				
		WOOD (STICKED BOARDS)				
		CEMENT MIXER				
		FINN HAY MAULCHER				683
		ROAD DRAG (PULL BEHIND)				
		BUCKET ATTACHMENTS				
	2008	ASV	PT80			MISC
	2008	VOLVO	EC160CL		2461	EROPS
	2005	CAT	DSGXL		1878	NOT SURE ON YEAR
		CAT	304C		2797	
		CAT				MINI X
	1996	Cat	311 S		4500	Excavator

**Cost Estimate for Joe R. Pyle Complete Auction & Realty Service auction sale for
Wilson's Outdoor Services, LLC and James and Michelle Wilson**

Marketing and Advertising budget

This budget is capped at \$25,000

Estimated expenses:

Flyer creation and printing - \$2,500
Postage fees - \$500
Email Blast to Joe Pyle Customers - \$150
Regional Newspaper advertising - \$5,000

Trade Publications:

- Rock & Dirt (print, online and email blast) - \$3,500
- Machinery Trader (print & online) - \$3,000
- Truck Paper (print & online) - \$3,000
- Industrial Marketplace (print, online & email blast) - \$2,500

Online Auction Software:

- Proxibid - (computer program that allows for online auction bids) - \$500 setup fee. (This is an actual cost of using the program for each auction)

Online Marketing:

- AuctionZip.com (featured listed & national banner ad) - \$2,000
- GotoAuction.com (featured listing) \$150
- Social Media paid promotion - \$2,000

It's important to note these are estimates. The Seller is responsible for the ***actual*** marketing costs, not to exceed \$25,000. The actual costs could be less than this estimate, but will not exceed it.

Setup Fees

These fees are capped at \$8,000

Sale Day

- 2 clerks, 2 cashier's, 8 hour day- \$480
- 4 Ring man, 8 hour day- \$480

Sale set up:

- The set up includes lining trucks, trailers and equipment;
- charging/ replacing batteries in equipment;
- taking pictures and cataloging the equipment for online/onsite buyers,
- pulling fuel cells from the bed of trucks to be sold separate, (this increases the value of the equipment at sale);
- Connecting plows to trucks;
- Connecting and disconnecting farm equipment to line up properly;
- Moving salt dog spreaders with lift to put in auction lines/ pulled from trucks;
- Moving inventory multiple areas to a central location for lineup, pictures and catalog (this process takes the most time with the small lots, tools, accessories, etc.);
- Labor for the sale set up will include 4 employees, working 12 hour days for 5 days - \$3,600

This is an estimate of the time that will be spent. The Seller is responsible for the ***actual*** costs and the sale setup of \$8,000 is a capped price and will not exceed more than \$8,000 dollars.

EXHIBIT "C"