## 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 TO EMPLOY AUCTIONEER AND MOTION FOR AUTHORITY TO CONDUCT AN AUCTION and SALE OF PERSONAL 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:

- 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 employed Joe R. Pyle Complete Auction & Realty Service to conduct a public Auction of this Property. Attached as **Exhibit "A"** is a copy of the agreement with Joe R. Pyle Complete Auction & Realty Service to conduct the auction and includes a list of the assets to be sold.
- 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 Tandum 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
Freigthliner (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. screet 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. The principals of the Debtor, James and Michelle Wilson, have employed Joe R. Pyle Complete Auction & Realty Service to conduct a public Auction of their Property. Attached as **Exhibit "B"** is a true and correct copy of the individual agreement for the sale of Debtor's individual assets.
- 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. 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.
- 14. Joe R. Pyle Complete Auction & Realty Service was selected for its experience in sales and auctions of construction equipment.
- 15. Joe R. Pyle Complete Auction & Realty Service holds no interest adverse to the estate. It was not a creditor as of the commencement of the case.
- 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. They will segregate the proceeds of each sale.
- 17. Joe R. Pyle Complete Auction & Realty Service will be paid a buyer's premium of 10% of the selling price of the equipment; 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.
- 18. 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.
- 19. This sale of the property is subject to the approval of the Bankruptcy Court.
- 20. The sale is in the best interest of all parties since it will help the Debtor to fund its Chapter 11 reorganization.

- 21. 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.
  - 22. The sale is an "As-Is" and "Where-Is" sale.
- 23. 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.
- 24. 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.
- 25. This sale to independent third parties will be a sale to "bona fide" purchasers in accordance with the holding of <u>In re: Abbots Dairies of Pennsylvania</u>, <u>Inc.</u>, 788 F.2d 143 C.A.3 (Pa) 1986.
- 26. The Debtor will serve the Respondents with a copy of this motion prior to a hearing on the sale.
- 27. 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.
- 28. The auctioneer will sell the equipment to the highest and best offer at the time of sale.
- 29. The Auctioneer wants to hold this sale prior to the second week of June2017, prior to this year's construction season.

- 30. Joe R. Pyle Complete Auction & Realty Service needs time to properly market the equipment, prior to an auction sale. 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.
- 31. The Debtor is requesting this hearing on an expedited basis so that Joe R. Pyle Complete Auction & Realty Service and the sale can be approved by the Count and the marketing can take place in time to sell the equipment prior to the start of the construction season.
- 32. If there is a delay in the sale, the value of the assets at an auction sale is expected to decline.

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) The Court authorizes the retention of Joe R. Pyle Complete Auction & Realty Service in accordance with their contract to conduct the auction for the Debtor.
  - (D) Joe R. Pyle Complete Auction & Realty Service shall pay the following from the proceeds of sale:
    - It shall pay the auction fees and expense reimbursements to Joe R. Pyle Complete Auction & Realty Service as required by

Case 16-22190-TPA Doc 159 Filed 04/18/17 Entered 04/18/17 11:52:34 Desc Main Document Page 7 of 7

their contract;

- 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
- Pay any balance to the attorney for the Debtor pending further order of court.

### Respectfully submitted,

**DATE:** April 18, 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

se R. Pyle Comp	lete Auction & Rea	lty Service					
546 Benedum v 304) 592-6000 1	oll Free (888) N75-	1599			annal and Chattel Pi	onerty by Auction	
			RACT Agreement for	the Sair Of Pr	tJi leon	le Outdoo	r
his AGREEMENT, m	ade this $14\mathrm{th}$	lay of April	2017_	by and betwe	eu <u>MTT20</u>	s Outdoo	s, and IDE R.
ervices	s. LLC	₁ was	111,112,0011,				
YLE COMPLETE AU	THOM SERVED SERVICE	a usa its professional s	kill, knowledge, and (	experience tr	the best advantage	of goth burner in beck	
onducting the sale. The Selfe	rs hereby agree to turn	over and deliver to the A	actionners, to be sold	at public acc	tion the items listed b	olow, on the levelse side and Aurijoneers. If the it	
vithdrawn Auctions All	items of	personal	propert	y of	Sellers	, to incl	ude,
but	not limi	ted to, t	hose ite	oms m	ore part	icularly	
set	forth on	Exhibit "	A" attac	nea	nerto.		
The auction is to be	held of	The second secon	THE RESERVE AND THE PROPERTY OF THE PERSON O			on theo	ay or
specifica by sense transferred of sold soles expenses set Sellers within 10 advertisement, no any lings or encon	by Sellois within 180 of ferth below from the judgments days following middle event archive event for the event to the event for the event to the ev	days after the auction. It is saids receipts result to the auction, along which is a said auction shall in cancellation of the auction is the auction along all cancellation of the auction along all expenses income	is herther multiplity og ing-from said auction : th sale resord und it be first paid from the tion demanded by Sel it by Auctioneer idanti	reed that the sale. Auction emized expe- proceeds tea lors, Sellors o Red below, w	Accustoments may be one agreet to ture the usins. The Sellers at limit from sold auction goe to pay Auctioned then 10 business days	her or other good cause, is hest tridder, with the exce- liters withdrawn from sall duct its tee his occordance or net proceeds from the a gree that all expenses th or before the payment, one or its full commussion have of said caucillation write- ing the caucillation write- tion the transfer of good it.	ale over to the curred for the factored for the factor of disposition of disposition for the factor of the factor
encumbrances exc	#pt as follows in arms,	Willia Gour h Mannia at	ADDRESS			TE LINPAID BALANCE	
Mati	LIEN HO	ruck					
	E.S modernment and an appropriate to	A West - many de Australia	The state of the s		,	and I had a new managed of Manager to represent the	
		and the second s			r la dell'in marie	payable to Jon R. Pyle Con	npiete Auction &
conditions onery tendered on the Select merchandles bel egainst any clair breakage, or lev however, Astack THERE ARE NO I REFERRED TO IM	in all Muontee Bas. A mection day, the fluger agrees to provide mer og sold, other than wh is all any nature referrer meers alpha hat be hell of gropperty thing m neers agree to make all any agree to make all ERELITORS ON ANY MI LTHIS CONTRACT	call the notified on the nex- pentable this to all here it is identified above or it to this ogreement. Italia for any loss of dar- ving, storage, yeurs or s reasonable etters to nece in merchanization and E MERCHANDISE BEING SOLD	A limitaries day first the is sold and deliver tith in any discussion attain mage resulting from his clong of any liters. It is such damage to para TO ALL HEMS SOLD.	Absence bit to nurchew their to this a confidence, their to this a confidence, their toss. AND DELIVER HOLD HARMI.	Remonds the legic is, Seller further con- greenment. Seller agri t or any Act of God. aware that damage a YITLE TO PUBLIAS ESS THE ALICTIONEER	rough Auctioneers. The audited at the auction. If is hidden, seekests institute are no exists him there are no exists had Auctioneer in Auctioneer in Auctioneer in Auctioneer in the kind breakage may result tens. SELLER FURTHER CES AGAINST ANY CLAIMS	creditors on any creditors from end inble for damage, no Sallers' gooder
SELVI	RS AGREE TO PAY SAL	EXPENSES INCLUDING, I	BUT NOT LIMITED TO,	THE FOLLOW	ino.		
Auctioneer From S	Selfer:				and the second s		
Clerk'	s Fee:				A SAME AND A SAME		***************************************
Cashler	s Fee:	-		production in the Property Company Special Company	A		- Andrew Street
Other Perso	onnel:						
Marketin	e Fee:						
					And the second s		
Bullding F		,		.,		A Principal Control of the American	
Portable J	Tollet lenial:					سیر به ایران <u>به محمد در آنها</u> و با بازی به	
	Other:				And the second s		
	growth and the second of the s					10	%, which will be
Sell added to the p	er also hereby acknowl urchase prico, collected	edges and agrees that Au i from the purchasers and	ectionaer may charge t paid to the Auctionee	the purchaser r.	s of items a buyers (	premium of up to	
I HAVE READ T	HIS CONTRACT AND I	GREE TO AND ACCEPT A	LL THE TERMS SET FOR	rth Herein A	5 (NDICATED BY NIT :	SIGNATURE DECAPE	
Wilson	's Outdo	or Serviç	es, LLC			The state of the s	
$B_{Y}$ , $TN$	ichelle k	DATE 4/	17/17	SELLER		DATE	
SCELUN						DATE	
SELLER		DATE		SELLER		,	
		and a supple service of		PHONE N	UMBER	The second secon	
				$\mathcal{L}^{\infty}$	.00.	وستناز المسرم والمساوا	
MAILING ADS	DRESS			W	NIYY	4-16-2011	
LICENSED AN	D BONDED IN WY & P/	•		AUGIO	JEER /	DATE	

## ADDENDUM TO PERSONAL PROPERTY AUCTION CONTRACT

Wilson's Outdoor Services, LLC Seller:

Joe R. Pyle Complete Auction & Realty Service Auctioneer:

- EFFECT OF ADDENDUM: Seller and Auctioneer hereby agree that the terms and 1. 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.
- ADVERTISING AND SALE PREPARATION EXPENSES: Seller agrees to pay all 2. 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").
- 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.

#### MISCELLANEOUS PROVISIONS: 4.

- 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.
- 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.

This Contract shall be binding upon and inure to the benefit of all the parties hereto

and their respective successors and assigns.

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 2017.

SELLER:

WILSON'S OUTDOOR SERVICES, LLC

AUCTIONEER:

JOE R. PYLE COMPLETE AUCTION & REALTY SERVICE

				EE15	ED02	ED01			EP16	ED04										EP19	EP26	EP25	WT3	EP22	ED03		ED05	Number
2014	2013	2012	2012		2001	1999	2000	1998	2010	2004				2005	2013		2014	2014	2014	2013	2012	2012	2004	2013	2014		2005	year
RO	FO	RIC	AP	BR	FR	FR	FR	Æ	Б	Fo	CAT	2	~	Ja Ja	S	Jol	FC	FC	FC	70	FC	FC	IS	FO	70	SA	PE	NUMBER make
ROYLES RIGHT	FOREST RIVER	RICE TRAILER	APPALACHIAN TRAILER	BROCE BROOM	FRIEGHTLINER	FRIEGHTLINER	FREIGHTLINER	KENWORTH W/ SLEEPER	FORD	FORD DUMP	T	KUBOTA	KUBOTA	And the second s	KAUFMAN DETACH	John Deere	FORD	FORD	FORD	FORD	FORD	FORD	STERLING	FORD	FORD	SALT DOG SPREADERS	PETERBILT	ake
			GOOSENECK	RJ 350	FL80	FL70		W900	F350XLT SUPER	350	262C	M7040	L6060	772D GRADER		244j	F350 kingranch lariat	F250 XL SUPER	F150 XLT	F250 XL SUPER	F250 XL SUPER	F250 XL SUPER	9500	F250 XL SUPER	F550 XL SUPER		357	[model
					1FVHBXBS61HJ39173	1FUWHLBB1XHA25337	1FUPC7WB9YLA88575		1FTWX3BR5AEA86669	1FDWF37P25EC99025							1FT8W3BT6EEB40140	1FT7X2B65EEA37241	1FTFX1EF4EKG44069	1FTBF2BT0DEA47638	1FT7X2B65CED11616	1F17X2BTXCEC53590	2F2HAZCV18AL99655	1FTBF2B61DEA07472	1FDUF5HY4EEA44127		1NPALUOX45D844244	יייי
				1243		1039957	246000	186053	135000	161000	1823		846	4026		1874		40000	50000	50000	70000	72600	11	50000	29901		655123	miles -

WILSON OUTBOOR SERVICES LLC.

2006	2014	
TRANSPORT	PATRIOT	
EAGLE 2 SUPER BEAM		

## Case 16-22190-TPA Doc 159-2 Filed 04/18/17 Entered 04/18/17 11:52:34 Desc Exhibit B Page 1 of 4

Joe R. Pyle Complete Auction & Realty Service 5546 Benedum Drive Shinnston, WV 26431 PERSONAL PROPERTY AUCTION CONTRACT Agreement for the Sale of Personal and Chattel Property by Auction (304) 592-6000 Toll Free (888) 875-1599 14thday of April 2017 by and between James Wilson and hercafter called Sellers, and JOE R. Washington, Michelle Wilson The Auctioneers hereby agree to use its professional skill, knowledge, and experience to the best advantage of both parties in preparing for and PYLE COMPLETE AUCTION & REALTY SERVICE, Ingreafter called Auctioneers 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 auctioneers, to be sold at public auction the items listed below, on the reverse side and attained sheets. No item shall be sold or withdrawn from the sale prior to the auction except by nutural agreement by Sellers and Auctioneers. If the item is sold or withdrawn from the sale prior to the auction except by nutural 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. AM/PM. In the case of postponement because of inclement weather or other good cause, said auction will The auction is to be held 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 bildder, 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 specified 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 transferred or sold by Sellers within 180 days after the auction. It is further mutually agreed that the Auctioneers agree to turn the net proceeds from the sale over to the sale 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 time sale auction said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of advertisement, premiotion and of conducting of said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of advertisement, premiotion and of conducting of said auction demanded by Sellers, Sellers agree to pay Auctioneer its full commission based upon the fair and lines 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 and the items set forth herein plus all expenses incurred by Auctioneer Identified below, within 10 business days of said cancellation notice. my nent or encumurances. In the event or cancellation of the auction demanded by sellers, sellers agree to pay Auctioneer its till commission makes upon the Pay 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 Sellers covenant and agree that Sellers have good and marketable ditte and the right to sell the items, and taid items are free from all lights and produced a results and the sellers are the followed by the sellers are the sellers and the sellers are the sellers and the sellers are the sellers and the sellers are th encumbrances except as follows (if none, write "NONE"). Sellers agree to hold Auctioneers harmless from an claims arising from the transfer of good little. ADDRESS LIEN HOLDER ITEM 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 & Absence Bid: Selected properties placed in the auction may have Absence bids places on them, received through Auctioneers. The auction terms and Ausentee not selected properties placen in the auction may have assentee bid offer, the offer will be submitted at the auction. It no higher offer is conditions apply to all Absentee hids. Upon receipt of the correctly submitted Absentee hid offer, the offer will be submitted at the auction. It no higher offer is tendered on the auction day, the lawyer will be notified on the next business day that the Absentee hidder, won as the higher bidder.

Seller agrees to provide marchantable side to all items sold and deliver title to purchasers. Seller further coverages that there are no creditors on any seller higher told of the applicable to all items sold and deliver title to this selection. neuer agrees to provide matchantone use to an users start and deliver the to purchasels. Seller agrees to hold Auctioneer harmless from and metchandise being sold, other than what is identified above or on any document attached to this agreement. Seller agrees to hold Auctioneer harmless from and Austlineers 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, Auctioneers shall not be neid liable for any loss of damage resulting from tire, flood, their of any act of God. Auctioneers shall not be liable for damage, breakage, or loss of property during including, 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 good such damage to projectly loss.

SELLERS AGREE TO PROVIDE MERCHANTABLE TITLE TO ALL ITEMS SOLD AND DELIVER TITLE TO PURCHASERS. SELLER FURTHER COVENANTS THAT.

THERE ALL PROVIDES ON ANY MERCHANTABLE TITLE TO ALL ITEMS SOLD AND DELIVER TITLE TO PROVIDE ANY MERCHANTABLE TITLE TO ALL ITEMS SOLD AND DELIVER TITLE TO PROVIDE ANY MERCHANTABLE TITLE TO ALL ITEMS SOLD AND DELIVER TITLE TO PROVIDE ANY MERCHANTABLE TITLE TO ALL ITEMS SOLD AND DELIVER TITLE TO PROVIDE ANY MERCHANTABLE TITLE TO ALL ITEMS SOLD AND DELIVER TITLE TO ALL ITEMS SOLD AND against any claims of any nature referred to this agreement. 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: Bullding Rental: Portable Tollet 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 the purchase rice, collected from the purchase and acid to the Auctioneer. added to the purchase price, collected from the purchasers and paid to the Auctioneer and I agree to and accept all the terms set forth herein as indicated by My Signature Below: Michelle Wilson 4/14/17 James Wilson DATE SELLER DATE SELLER PHONE NUMBER MAILING ADDRESS LICENSED AND BONDED IN WV & PA

## ADDENDUM TO PERSONAL PROPERTY AUCTION CONTRACT

Callowas	Tomas	Wilcon	hae	Michelle	Wilson
Sellers:	James	VY IISUII	allu	Muchene	AA HZOTT

Auctioneer: Joe R. Pyle Complete Auction & Realty Service

- 1. <u>EFFECT OF ADDENDUM</u>: 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. <u>ADVERTISING AND SALE PREPARATION EXPENSES</u>: 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. <u>AUCTIONEER GUARANTY</u>: 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:	AUCTIONEER:
James Je Jelon James Wilson Michelle Wilson	JOE R. PYLE COMPLETE AUCTION & REALTY SERVICE By: Its: Partie

Number	year NUMBER		model	Vin)	miles	notes
		TRUCK/TRACTOR CHAINS	The second secon			
		HAY WAGON			90244	90344 REG CAB
0147	2004	DODGE	RAIM 2500	3D/KOZODO+GZOTOZ/	721774	731224 PREVIOUS CANADIAN
ES01	1999	INTERNATIONAL	9100	ZHSHPAHN9ACU61300	170000	179000 LIFTED, TIRES
	1995	JEEP	CHEROKEE	1)4FJZ/SI   L1ZUO/Z	111000	141000 SILVEB. REG CAB, AFTER MARKET WHEELS
EP08	2006	DODGE	RAM 2500	3D/K3ZeD3eG1co310	POOT LT	BILLE REGICAB. HEAD ACHE RACK, TOOL BOX
EP12	1996	FORD	F350 XL1	ZFTITI 3000 FCX33300		
EP09		FORD		71001107015	77200	77300 STEEL FLATBED, 2 TOOL BOXES
FP03	2008	DODGE	RAM1500	1D7HU16N88J187645	11300	
	1989	FORD	RANGER	And the American Control of the Cont	Appropriate Control of	DLUC
7.03		FORD		Transport		737-01
EPI		FREIGHTLINER		The state of the s		SCRAP, PARIEU CO
						4 ALUM LADDERS
						SHAVER POST DRIVER 10 INCH
				A District of the State of the		20 METAL DROP PLATES
		7	•			SKID QUICK ATTACH DRILL
		110 Commence of the Commence o		and the second s		MISC. HYDRAULIC LINES
						CHAINS AND CHOKERS
						2 CLEAN MECH BOXES
			1			SHOVELS, RAKES, HOSES
1 1			1			170 POLARIS SIDE BY SIDE RANGER RZR
			+			POLARIAS DOHC DUEL CAM SPORTSMAN 325
13.				The second secon		ALUM SCREET BOARDS AND BULL FLOATS
	and the second s				1	HONDA GEN EB5000X
			-			AIR COMPRESSOR
						TORCHES AND REGS
				The second of th		MISC. ITEMS LOCATEDIN BARN
9		A CONTRACTOR OF THE CONTRACTOR			1	HAND TOOLS, SHOP TOOLS, SNAP ON BOXES
The second second second	The second secon					WACKER
Ī						KAWASAKI DIRTTBIKE KX250 1/00 MILES 2007
				The second secon		4 BEST CONTROL STATION
					The state of the s	4 TRASH PUMPS 2-3 INCH
The second second	many part of the spine (d. 5 And 6)				$\parallel$	LINCOLN WELDER LN 25 PRO
					1	GENERAC 2000 COMPACT GEN
					12	NYLON STRAPS
			-		-	TRUCK MOUNTED STROBE LIGHTS 10
					1	4 CRAFTSMAN TOOL BOXES
	The second secon				1	AUTO CLAY THROWER
		The second secon		10.0	1	25 TON BOTTLE JACK PRESS
			-		1	6 TRUCK FUEL CELLS
-					1	VIB PLATE TAMPER



のまたのできるか	4500	11 K	The second secon	1001	
13	And the second s	304c	CAT		1
-	2/9/	D5GXL	CAT	2005	
1878 NOT SORE ON TEAM	18/	EC160CL	VOLVO	2008	***************************************
EROFO VEAB	2461	PT80	ASV	2008	
MINC			BUCKET ATTACHMENTS	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
			ROAD DRAG (PULL BEHIND)	A CONTRACTOR OF THE CONTRACTOR	
The second secon	583		FINN HAY MAULCHER		
			CEMENT MIXER		
			WOOD (STICKED BOARDS)		
			Misc. Scrap metal and culverts		
			LEAF CATCHER		
Z AND 3			MISC. HOSES		
BOMPEN FOLL, FINNIEL INICIO SANDON			CORNPRO TRAILER		
IN BACK, LANDOW			OLD TRAILER		
DACK TANDLINA			3 PT HITCH SEED HOPPER		
			ALUM TOY TRAILER		
			NEW HOLLAND SGUARE BAILER	and the second s	Total Advantage of the Control of th
			NEW HOLLAND HAYBINE		
			NEW HOLLAND BAILER		-
	and the second s		MANUER SPREADER		
			HAY RAKE	-	
			12 FT SNOW BLADE		
		the second state of the se	QUICK ATTACH GRAB		
7			4 QUICK ATTACH SNOW BLADES		
DOOBLE AXLE			CARRIER TOY TRAILER		
ANUON AALC			KAUFMAN TRAILER		
CATTLE GACKE			2		
CATTLE CALIED					
BIG BROSH HOG QUICK ATTACH			RHINO	-	
MISC.			2.0		
HEAVY DUTY SHELVES					
ALIGNMENT MACHINE AND WHEEL BALANCE					
SHARK HEATED WATER PRESSURE WASHER	The state of the s				
90 TRX					
50 DIRT BIKE HONDA					
HAND HELD SAW CONCRETE SAW					
2 CHAIN SAWS					
LINCOLN WELDERS WITH STAND					
TORCHES AND REGS					
POWER WASHER					
WHEEL BALANCE					
PACIFIC PAC-2T AIR COMPRESSOR				The state of the s	
	The same of the sa				