

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In Re:) Case No. 12-40164-659
BURTON DOUGLAS MORRISS,) Honorable Kathy Surratt-States
Debtor.) Chapter 7
)
) **MOTION TO SELL PERSONAL**
) **PROPERTY**
)
) Hearing Date: December 12, 2012
) Hearing Time: 10:00 a.m.

MOTION TO SELL PERSONAL PROPERTY

COMES NOW Charles W. Riske, the duly appointed and acting Chapter 7 Trustee in bankruptcy for the estate of Burton Douglas Morriss, by and through counsel, and for his Motion to Sell Personal Property (“Motion”) pursuant to 11 U.S.C. § 363 and Federal Rule of Bankruptcy Procedure 6004, respectfully states to this Honorable Court as follows:

1. Charles W. Riske is the duly appointed and acting Chapter 7 Trustee (“Trustee”) for the bankruptcy estate of Burton Douglas Morriss (“Debtor”).
2. On January 9, 2012, Debtor filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Missouri.
3. On February 13, 2012, the Court converted the Chapter 11 case to one under Chapter 7.
4. Debtor is the owner of various items of household goods and other personal property, including, without limitation, personal property located at his residence whose address is 3 St. Andrews Drive in the City of Ladue of the State of Missouri.

5. In order to evaluate Debtor's personal property, the Trustee employed Atec, Inc. ("Atec"), a company specializing in the appraisal and sale of assets, to review and evaluate the scope and value of these goods. Subsequent to the inspection and evaluation of the personal property, Debtor expressed an interest in retaining some of the items of personal property provided that one of his friends would provide the source of funding for the acquisition of the goods and acquire them in a limited liability company to be formed by the friend.

6. After a period of negotiations that took place over a prolonged period of time, and following Atec's review and determination of the value of the personal property, the Trustee and 1836 Partners, LLC ("Buyer"), the limited liability company formed by Debtor's friend, entered into a Sale/Purchase Agreement and Settlement Agreement ("Agreement") pursuant to which the Trustee would sell certain household goods and other personal property for the sum of \$33,750 (the "Purchase Price") net of any exemptions that Debtor could or might claim. The household goods and other personal property (the "Personal Property") and the terms of sale and settlement are more fully described in the Agreement attached hereto as Exhibit 1, which is incorporated herein by reference. In addition, the Agreement further provides for the abandonment of certain assets as more fully described therein (the "Abandoned Assets"). The Trustee has no objection to a claim of exemption being asserted by the Debtor in the Abandoned Assets.

7. Some of the additional relevant terms of the sale and settlement are as follows: (a) Debtor has surrendered or will surrender to the Trustee and/or Atec certain items of personal property for sale, including, without limitation, firearms and a 1930 Chris Craft "woodie" boat; (b) Any competing bid from a third party would have to exceed the sum of \$7,100, which represents an amount equal to the amount that Debtor could claim as an exemption against the

Personal Property (the “Exemption Sum”) plus the greater of the Purchase Price or the last bid submitted by Buyer.

8. The Trustee believes that acceptance of the offer is in the best interest of the bankruptcy estate and seeks approval, herein for the sale of the estate’s interest in the Personal Property to Buyer, on an “AS IS, WHERE IS” basis, with no representation, warranties or guaranties of any kind, pursuant to 11 U.S.C. § 363, and conditioned on their being no lien or encumbrances asserted by any other person or entity as represented by Debtor.

9. Closing is expected to occur after an Order approving this Motion is entered on this Court’s docket and consistent with the Agreement.

10. If any competing bidder expresses an interest in the Personal Property, the Trustee reserves the right to propose appropriate bid procedures consistent with the overbid requirements contained in this Motion and in the Agreement.

11. The entry of this settlement is without prejudice of Trustee to assert an interest in any other assets not included in the Personal Property and allegedly owned by Debtor or in which he has an interest, except for the Abandoned Assets.

12. The offer described above is the highest and best offer the Trustee has received. Under the circumstances, the Trustee believes the proposed sale is fair and reasonable, in the best interest of the bankruptcy estate and well within the Trustee’s exercise of his business judgment after conducting substantial due diligence and employing Atec, consistent with the standards for approving a sale and settlement under the Bankruptcy Code.

13. For the services rendered by Atec, Trustee proposes to pay it the sum of \$5,000 from the proceeds of sale. This proposed sum was previously disclosed in the Trustee’s application to employ Atec.

WHEREFORE, the Trustee respectfully prays that this Honorable Court enter an Order as follows: (a) approving the Agreement; (b) authorizing the Trustee to sell the estate's interest in the Personal Property as described herein pursuant to section 363 of the Bankruptcy Code, but subject to any liens or encumbrances, if any; (c) approving and authorizing the payment to Atec in the amount of \$5,000 from the proceeds of sale; (d) authorizing the Trustee and Buyer to execute such documents as maybe necessary to effectuate the sale; (e) authorizing the Trustee to abandon the Abandoned Assets pursuant to the Agreement and 11 USC § 554; and (f) granting such additional relief as this Court deems just and proper.

Respectfully submitted,
SUMMERS COMPTON WELLS PC

Date: November 13, 2012

By: /s/ David A. Sosne
DAVID A. SOSNE #28365MO
8909 Ladue Road
St. Louis, Missouri 63124
(314)991-4999/(314)991-2413 / FAX
Attorney for Trustee
dasattymo@summerscomptonwells.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served via electronic filing in the CM/ECF system of the United States Bankruptcy Court for the Eastern District of Missouri to the parties requesting service by electronic filing. I hereby also certify that a copy of the foregoing was served via United States Mail, first class postage prepaid, on the date of the electronic filing of this document to those individuals and entities not requesting service by electronic filing. The individuals and entities being served electronically or by mail are:

United States Department of Justice U.S. Trustee's Office 111 S. 10 th Street, Ste. 6353 St. Louis, MO 63102	Charles W. Riske 231 S. Bemiston, Suite 1220 St. Louis, MO 63105
Leslie L. Lane 208 N. Rolla St. Rolla, MO 65401	Catherine Hanaway 222 S. Central Ave, Suite 110 St. Louis, MO 63105
Robert E. Eggmann 7733 Forsyth Blvd, Suite 2075 St. Louis, MO 63105	Cheryl A. Kelly Thompson Coburn One US Bank Plaza St. Louis, MO 63101
Jay Samuels 120 Albany Street Plaza, 6 th Floor New Brunswick, NJ 08901	Frank H. Tomlinson Tomlinson Law, LLC 2100 First Avenue North, Suite 600 Birmingham, AL 35203

Date: November 13, 2012

/s/ Christina Hauck _____

SALE/PURCHASE AND SETTLEMENT AGREEMENT

THIS SALE/PURCHASE AND SETTLEMENT AGREEMENT (this "Agreement") is made effective as of the 13th day of November, 2012 by and among Charles W. Riske, Chapter 7 Bankruptcy Trustee for the Bankruptcy Estate of Burton Douglas Morriss pending in the United States Bankruptcy Court for the Eastern District of Missouri, Eastern Division as Case No.12-40164-659 ("Seller"), 1836 Partners, LLC, a Missouri limited liability company, ("Buyer") and Burton Douglass Morriss ("Debtor").

WHEREAS, Debtor filed his voluntary petition for relief pursuant to Chapter 11 of 11 U.S.C. § 101 et. seq. (the "Code") on or about January 9, 2012, which was converted to a Chapter 7 case, in which Seller is the duly appointed and acting trustee in bankruptcy; and

WHEREAS Seller, though his agent Atec, Inc. ("Atec"), conducted an inspection of the Debtor's residence for the purpose of attempting to identify items belonging to the Debtor of sufficient value to be considered for sale by the Seller for the purpose of generating funds for the payment of the Debtor's unsecured creditors; and

WHEREAS the Debtor subsequently reviewed the list of items generated by Atec for the purpose of identifying items that could be purchased from the estate as well as identifying items allegedly belonging to persons or entities other than the Debtor, resulting in the creation of Exhibits A and B to this Agreement; and

WHEREAS, Buyer is a limited liability company owned by a friend of the Debtor, and is interested in acquiring all right, title and interest in the bankruptcy estate's interest in the personal property that is indentified on Exhibit A, attached hereto, (the "Personal Property") and the Seller is agreeable to selling the Personal Property without any warranties, guaranties or representations of any kind on the terms and conditions contained herein; and

WHEREAS, in entering into this Agreement, Seller is expressly relying on the representations of Debtor set forth herein; and

WHEREAS, pursuant to his rights under the Fifth Amendment to the United States Constitution, Debtor has not filed bankruptcy schedules or testified as to the assets he owns or has an interest therein and therefore the list of Personal Property in no way operates as a representation by the Seller as to the ownership or present location of the listed Personal Property; and

WHEREAS, Seller reserves his rights to assert his claim to any and all assets claimed to be owned by Debtor's mother, any of the trusts in which a Morriss family member claims an interest, or any other assets claimed to be owned by Debtor or any other individual or entity, including, but not limited to those assets highlighted in Blue, Green or any other color on Exhibit B, any asset listed on Exhibit C, and any other asset wherever located, but expressly excluding the Personal Property, which is being sold, and the Abandoned Assets (as defined below). Seller acknowledges that his reservations of rights are without prejudice to the rights of Debtor's

mother or any of the trusts in which a Morriss family member claims an interest seeking to assert ownership of any assets other than the Personal Property.

NOW, THEREFORE, in consideration of the premises herein contained, the recitals stated above, the mutual covenants and promises hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Bankruptcy Court Approval.** The sale and possession of the Personal Property and the closing of this Agreement is subject to the approval of the Bankruptcy Court, in the bankruptcy case of Debtor pending in the Bankruptcy Court as Case No. 12-40164-659.

2. **Sale of Interests.** On the Closing Date, as hereafter defined, Seller shall transfer, sell, convey, assign and deliver to Buyer and Buyer shall purchase and acquire from Seller, the bankruptcy estate's interest in the Personal Property.

3. **Abandonment of Interests.** On the Closing Date, pursuant to section 554 of the Bankruptcy Code, Seller shall abandon any interest that the bankruptcy estate may have in the specific items highlighted in Yellow on Exhibit B (which Yellow highlighted items are represented by Debtor to be owned by his children or Megan Hotz), as well as miscellaneous personal property of nominal value owned by the Debtor and located at the Debtor's residence at #3 St. Andrews Drive, St. Louis, Missouri, such as (without limitation) clothing, kitchen utensils and items (excluding silverware and fine china, but including flatware), linens, personal photographs, keepsakes and bric a brac, personal correspondence, compact discs, other related music items and books (excluding first editions, antique books and valuable collectibles), non-motorized sports equipment (excluding guns) and kitchen and household appliances (the "Abandoned Assets").

4. **Purchase Price.** As consideration for the transfer and sale of the bankruptcy estate's interest in the Property and the abandonment of the Abandoned Assets, Buyer shall deliver to Seller the total consideration of \$33,750 (plus the application of the Debtor's exemption rights under Mo. Rev. Stat. Sections 513.430(1), (3) and (5) and 513.440, which have a stipulated value of \$7,100) as follows:

a. \$5,000.00 (the "Earnest Money") to be deposited with Seller upon the execution of this Agreement to be held in Seller's Trustee account(s) for the Debtor, in escrow, until the Closing Date or as otherwise hereinafter provided.

b. \$28,375.00 to be paid to the Seller on the Closing Date, as hereinafter described.

5. **Closing.** The closing of the purchase and sale hereunder (the "Closing" or "Closing Date," as the context requires) shall occur at a time and location to be agreed upon by the parties hereto, but in no event shall the Closing Date occur prior to the date on which the Order approving and authorizing the sale of the Property becomes a final, non-appealable order (the "Approval Order") without any appeal having been taken. Buyer shall be entitled to

possession and use of the Personal Property and all other items being transferred or abandoned under this Agreement on the Closing Date, unless otherwise ordered by the Bankruptcy Court. Seller and Buyer agree that the Closing Date shall take place as soon as possible after the above referenced Order becomes final and non-appealable.

6. Surrender of Assets. At Closing, or on such other date as the parties may mutually agree, the Debtor shall surrender to Seller at 3 St. Andrews Drive, St. Louis, Missouri the assets shown in Red on Exhibit B. Seller shall bear any moving expenses associated with the surrender of these assets.

7. Lack of Representations and Warranties of Seller to Buyer. Seller is a trustee of the Bankruptcy Court and makes no disclosures concerning the condition of the Personal Property. The Seller makes no guarantees, representations, or warranties, express or implied, with regard to the Personal Property, the title to the Personal Property or the transferability of the Personal Property. Seller makes no representations, warranties, guaranties or covenants of any kind with regard to the sale of the Personal Property, and the Personal Property is being transferred "AS IS, WHERE IS" subject to any liens, interests, claims or encumbrances of any kind whatsoever.

Seller does not and shall not warrant or represent title to the Personal Property. Buyer acknowledges that Seller has relied solely upon the information provided by Debtor as to the title for the Personal Property, and that Buyer is solely responsible for investigating the ownership, location and condition of the Personal Property. Seller shall not be responsible to correct nor shall he be liable for any damages associated with unmarketable or insufficient title to the Personal Property.

8. Representations and Warranties of Buyer and Debtor to Seller. BUYER: Buyer hereby represents, warrants and covenants to Seller that he, she or it has the power and authority to enter into and consummate this Agreement and the transactions contemplated hereby, and that Buyer's entry into and consummation of this Agreement will not result in the violation of any law, rule or regulation to which Buyer is subject and will not result in the default under any agreement or contract to which Buyer is a party. Buyer further warrants and represents to Seller that Buyer has inspected and is familiar with the Personal Property.

DEBTOR: Debtor hereby represents, warrants and covenants to Seller:

- (a) that there are no liens, claims, interests or encumbrances of any kind with regard to the Personal Property;
- (b) that the source of any funds for the purchase of the Personal Property come from Buyer or its principal;
- (c) that the source of any of the funds for the purchase of the Personal Property do not constitute property of the bankruptcy estate of Debtor;

- (d) that he has disclosed to Seller to the best of his knowledge, information and belief any interest he has in any boat, watercraft, boat trailers or boat motors as well as the precise location thereof and any and all liens or claims relating thereto, including current amounts and balances owed;
- (e) that he has disclosed to Seller to the best of his knowledge, information and belief the location of any and all pianos claimed to be owned by him, his mother or any trust in which he is or was the trustee or beneficiary, including the piano listed in Exhibit C to this Agreement and any piano listed in the 2007 Property Settlement Agreement entered into in connection with Debtor's dissolution of marriage;
- (f) that none of the assets listed on Exhibit C are included in the list of Personal Property except for possibly the following: the mahogany partner desk.
- (g) that he has identified in writing to the Seller a list by owner of all guns, rifles and other firearms by manufacturer, make and serial number in which he or his children claim any interest;
- (h) that he has turned over to Seller or his representatives all of the guns, rifles and other firearms in which Debtor has an interest;
- (i) that, consistent with the provisions of paragraph 13 below, he will deem his exemption rights under Mo. Rev. Stat. Sections 513.430(1), (3) and (5) and 513.440 applied to the Abandoned Assets;
- (j) that pending Closing he has not and will not move any of the Personal Property from the St. Andrews residence unless approved by Seller and shall take no action to impair the condition or title of the Personal Property; and
- (k) that he will disclose the name of each trust and the name and address of each trustee of any trust that claims an interest in any of the property contained in the St. Andrews residence or listed in Exhibit C.

9. Closing Deliveries.

- a. **By Seller.** At Closing, Seller shall deliver to Buyer the following:
 - (i) Trustee's Bill of Sale for the bankruptcy estate's interest in the Personal Property subject to the limitations set forth in section 5 above; and
 - (ii) A copy of the Order approving and authorizing the sale of the Personal Property and abandonment of the Abandoned Assets.

- b. **By Buyers.** At Closing, Buyers shall deliver to Seller cash, cashier's or bank check in payment for the Personal Property in the amount of \$25,000.00.

10 Conditions Precedent to Buyer's Obligations. The obligations of Buyer hereunder (including the obligation to consummate this Agreement) shall be subject to the following express conditions precedent, to wit:

a. **Court Approval.** The sale and possession of the Personal Property, the abandonment of the Abandoned Assets and the Closing of this Agreement is subject to the approval of the Bankruptcy Court, in the bankruptcy case of Debtor pending in the Bankruptcy Court as Case No. 12-40164-659. The bankruptcy estate's interest in the Personal Property shall be sold by Order of the Bankruptcy Court (in form and substance reasonably satisfactory to Buyer) directing that such sale shall be subject to all liens, claims, interests, assessments and encumbrances of any kind.

In the event this Agreement is not approved by the Bankruptcy Court, this Agreement will be null and void and the Earnest Money shall be returned to Buyer. All deadlines set forth in this Agreement shall be conditioned upon approval of this Agreement by the Bankruptcy Court and shall be subject to the authority vested in Seller as a Trustee. The failure of Seller to act within a specified time period, as determined by this Agreement, shall not be deemed a default under this Agreement, if Seller acts within a reasonable period of time thereafter.

b. **Compliance with Agreement.** Seller shall have performed and complied with all obligations under this Agreement which are to be performed or complied with on his part prior to or at the Closing Date.

c. **Proceedings and Instruments Satisfactory.** All documents in connection with the transactions contemplated by this Agreement and in Seller's possession shall have been timely delivered to Buyer.

d. **Contingencies.** None.

11. Conditions Precedent to Seller's Obligations. The obligations of Seller hereunder (including the obligation to consummate this Agreement) shall be subject to the following express conditions precedent, to wit:

a. **Court Approval.** The sale of the bankruptcy estate's interest in the Personal Property, the abandonment of the Abandoned Assets and the Closing of this Agreement are subject to the approval of the Bankruptcy Court. In the event this Agreement is not approved by the Bankruptcy Court, this Agreement will be null and void and the Earnest Money shall be returned to Buyer.

b. **Representations and Warranties True at the Closing Date.** The representations, warranties and covenants made by Buyer and Debtor in connection with the transactions contemplated hereby, contained in this Agreement or any document delivered pursuant thereto, shall be true, complete and accurate in all material respects on and as of the Closing Date, with the same effect as though such representations, warranties and covenants had been made or given on the Closing Date.

c. **Compliance with Agreement.** Buyer and Debtor shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by him prior to or at the Closing Date. All agreements, representations, warranties and conditions of Debtor shall survive the Closing.

12. **Trustee's Bill of Sale.** The bankruptcy estate's interest in the Personal Property is to be conveyed to Buyer by a general bill of sale. The Personal Property shall be transferred without representation, warranty or guaranty of any kind, per Order of the Bankruptcy Court, consistent with the provisions of Section 5 above.

13. **Competing Bids and Bid Procedures.** Buyer acknowledges that Seller is required to provide all interested parties, as defined in the Code and Bankruptcy Rules, with notice of the hearings to approve a sale or settlement, together with all pertinent terms. In the course of the proceedings with regard to seeking court approval, it is possible that other bidders may submit bids for the Personal Property which will be considered by the Bankruptcy Court. Buyer further acknowledges that Seller is obligated to accept and the Bankruptcy Court will approve the highest and/or best offer made to the bankruptcy estate. Buyer acknowledges that Seller has not requested or received approval of specific bid procedures relating to the sale of the Personal Property, but if any competing bids are presented to the Bankruptcy Court at the hearing on the approval of the sale that require the institution of bid procedures, Seller may orally request approval of bid procedures at the hearing as necessary and in his discretion, provided, however, Seller will request that any initial or subsequent competing bid of a third party be in an amount greater than the sum of (a) \$7,100, which represents an amount equal to the amount that Debtor could claim as an exemption against the Personal Property (the "Exemption Sum") plus (b) the greater of the Purchase Price or the last bid submitted by Buyer, with the intention that the Seller will pay the Debtor the amount of the Exemption Sum in the event any competing bid of a third party is the successful bid.

14. **Miscellaneous.**

a. **Risk of Loss.** Debtor assumes all risk of loss, damage, or destruction to the Property upon execution of this Agreement.

b. **Severability.** In the event any one or more of the provisions contained in this Agreement or any application thereof shall be declared invalid or illegal or unenforceable by any court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions of this Agreement should not be impaired

thereby, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions were not contained herein.

c. **Warranties to Survive Closing.** The warranties expressly stated herein by Buyer and Debtor are not to be merged with final documents at time of Closing, but rather, such warranties are to survive and remain in full force and effect subsequent to the Closing Date.

d. **Expenses of Sale.** Each party hereto will pay the fees and expenses of the attorneys retained by him, her or it in connection with this Agreement and shall pay their own costs. Seller shall pay any expenses or fees owed to Atec, Inc. Buyer shall be responsible for any and all brokerage commissions associated with Closing.

e. **Contingencies.** This Agreement shall be subject to no contingencies of any kind, except for any contingencies to Closing set forth in this Agreement.

f. **Notice.** Unless otherwise specifically provided herein, any notices to be given hereunder shall be in writing and shall be deemed given at the time delivered upon personal delivery, upon receipt of facsimile confirmation if given by facsimile, the next day if given by generally recognized overnight courier, or three (3) days after deposit in any United States mail receptacle, registered or certified mail, return receipt requested, postage pre-paid, properly addressed as follows:

If to Seller: Charles W. Riske, Chapter 7 Trustee
c/o David A. Sosne
8909 Ladue Road
St. Louis, MO 63124

If to Buyer: 1836 Partners, LLC
Attn: Ben Tischler

With a copy to: Burton D. Morriss
#3 St. Andrews Drive
St. Louis, MO 63124

or to such other address as one of the parties may designate in accordance with this paragraph to the other parties.

g. **Disclosure.** Pursuant to the Code, Seller must disclose all material terms of this Agreement to the Bankruptcy Court in the course of the bankruptcy proceeding.

h. **Amendments.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated orally or in any manner other than by

an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge or termination is sought or by Order of the Bankruptcy Court.

i. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors and assigns, heirs and personal representatives. The covenants herein will survive Closing and are enforceable by any successor, assign, heir or personal representative.

j. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

k. **Entire Agreement.** This Agreement and the related agreements or Orders referenced herein represent the entire agreement of the parties hereto regarding the subject matter hereof and supersedes and replaces any prior agreements, whether oral or written.

l. **Gender and Number.** In this Agreement, whenever the context so requires, the use of the masculine, feminine or neuter gender shall include the other genders. The use of the singular number shall include the plural, and the use of the plural number shall include the singular.

m. **Governing Law.** This Agreement and the exhibits attached hereto shall be interpreted, governed by and construed in accordance with the laws of the State of Missouri without regard to principles of conflicts of law, but in conjunction with the Code.

n. **Headings.** The headings, captions and arrangements used in this Agreement are, unless otherwise specified, for convenience only and should not be deemed to limit, amplify or modify the terms of this Agreement or affect the meaning hereof.

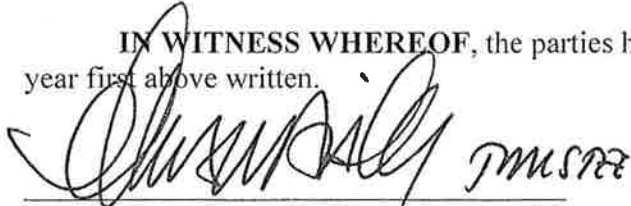
o. **Default.** In the event of a default by Seller in the performance of any obligation under this Agreement, Buyer's remedy shall be either specific performance of this Agreement (which shall be available only after entry of the Approval Order) or the termination of this Agreement and the return of any funds deposited in escrow prior to the termination. In the event of a default by Buyer, then at the option of Seller and upon notice to the Buyer, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses, and the balance, if any, to be retained by Seller as liquidated damages.

p. **Time is of the Essence.** Seller and Buyer acknowledge that time is of the essence in this Agreement. However, Buyer further acknowledge that Seller's powers are set forth in the Code and delineated by Order of the Bankruptcy Court, and that Seller cannot act without Bankruptcy Court approval and, potentially, the cooperation of the Debtors, whether voluntary or not, and that additional time and/or delay may occur in the Closing of the sale described in this Agreement and herein, which will not amount to a

default hereunder. If Closing does not occur within ninety (90) days of this Agreement, Seller and Buyers shall each have the option to terminate this Agreement without further liability, by written notice to the other party.

q. **No Assignment.** Neither this Agreement nor any interest therein shall be assigned by Buyer or Seller without the written consent of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.



CHARLES W. RISKE, Chapter 7 Trustee for
the bankruptcy estate of Burton Douglas Morriss

BUYER

1836 Partners, LLC

By: Ben Tischler, Member

Debtor

Burton Douglas Morriss

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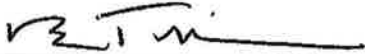
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BUYER

1836 Partners, LLC



By: Ben Tischler, Member

Debtor

Burton Douglas Morriss

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CHARLES W. RISKE, Chapter 7 Trustee for
the bankruptcy estate of Burton Douglas Morriss

BUYER

1836 Partners, LLC

By: Ben Tischler, Member

Debtor



Burton Douglas Morriss

<u>ATEC, Inc. Item Number</u>	<u>Qty</u>	<u>Description</u>
3 St Andrews Drive St Louis, MO 63124		
<u>First Floor Foyer</u>		
1	1	Umbrella Stand (Wood)
3	1	Onkyo Video/Satellite (In Closet)
5	1	3-Drawer Wood Hall Table, (2) Black Lamps With Beige Shades
6	1	Painting Of 3 Dogs In Forest, "Shades Of Green"
<u>Billiards Room</u>		
9	2	Brunswick Chairs
10	1	Brunswick Pool Table And Accessories
11	1	Small Television
<u>Living Room Off Foyer</u>		
12	1	Lamp, Black Base, White Shade
13	4	Green Fabric Chairs
15	1	Large Wood Coffee Table
16	1	Antique Card Table With (4) Green Fabric Covered Chairs
17	1	Small Bronze Statue
18	1	Fabric Covered Ottoman (Leopard)
19	1	Light & Dark Tan Sofa With (3) Throw Pillows
20	2	Lamps, Lion Bases
21	2	Black & Gold Metal Vases
23	1	Wood Sofa Table With Carvings
<u>Club Room</u>		
24	1	"The Huntsman" (Weber), (2) Hunting Dogs With Pheasant
26	1	Painting By Georg Pichero Cruzado (2000), Cowboy on Horse, (1) Horse Only
27	1	Small Wooden Boat (Decor)
28	1	Painting Of (2) Hunting Dogs With Pheasant in the Woods
29	1	Antique Chest
30	1	Brown Leather Ottoman
31	1	Bronze Statue of (2) Dogs
32	1	Light Tan Fabric Covered Side Chair
34	1	Light Beige Love Seat
35	1	Brass Lamp With Brown Shade
36	1	Small Television
37	1	Beige Chair With Dark Frame and Legs
38	1	Pheasant Lamp
<u>Powder Room</u>		
40	1	Zebra Skin Rug
41	1	Small Beige Striped Chair
42	6	Framed Pictures Of Birds
<u>Mud Room Area</u>		
43	1	Antique Bench
44	1	Large Trophy, Fish
45	3	Wooden Bar Stools
46	1	Large Wooden Table With (8) Chairs

		<u>Recreation Room</u>
50	2	Dark Wood End Tables
51	2	Lamps, Pheasant With Baby Quail
52	1	50" Panasonic Television
53	1	Dog Lamp (Pointer)
56	1	Framed Fish Picture
57	1	Black Chest, Painted Dog, Royal Ayrshire, Field Sports Society
60	1	Picture of (8) Geese No 2 Greenbrier Phillip, O***Ch**
61	1	Brass Fire Screen
62	1	Lot Consisting Of Sony AV Receiver, Blue Ray Player, Amplifier
		<u>Garage Contents</u>
65	1	Antique Wood Side Board
86	1	Black & Decker Workmate 523
92	1	Honda CRF 250R
		<u>Gentlemens Lounge</u>
97	6	Small Animal Prints (Stair Wall)
98	2	Pictures On Stair Wall: (1) Ocean, (1) Black Lab
99	1	Wood Slat Seat
100	1	Blow Gun
101	1	Brown Leather Love Seat
102	1	Brown Leather Chair
103	1	Light Wood Coffee Table, Large
104	1	Wood Table With Magazine Rack
105	1	Light Wood Side Table
106	1	Single Gun Safe
107	1	Gun (By Work Bench)
108	1	Small Television
109	1	Small Lamp on Workbench
110	1	Browning Gun Safe
		<u>Upstairs</u>
114	1	Lot of Framed Black And White Pictures (Old Building, House With Court Yard)

		<u>Television & Sitting Room</u>
116	1	Decor Knives In Case
117	2	Emperor Style Lamps, Black Base
118	1	Decor Chest, Leopard On Top
119	1	Sofa And Chair, Green And Cream Colored Fabric
120	1	Black Decor Chest (Used As Table)
		<u>Upstairs Hallway</u>
122	1	Framed Picture, House At Night, Trees In Front
123	1	Framed Black And White Print
125	1	Large Lion Mounted On Rock
		<u>Upstairs Foyer</u>
128	2	Decor Tables, Oriental Designs On Front
		<u>Sitting Room Outside Master Suite</u>
131	1	Computer Monitor, Cannon Printer
132	1	Lamp, Bronze Man With Black Shade
134	1	Framed Picture (Oil) Fisherman In Woods, Boat In Water
135	2	Brass Floor Lamps
136	1	Tan And Green Chair
137	1	Bronze Deer Statue
138	1	Bronze Bird Statue
		<u>Upstairs Master Suite</u>
141	1	Cyma Watch
143	2	Black Framed Picture Of (2) Geese, Artist Leonard Anchis (Old Wood Type Frame)
145	1	Lamp, Dog, Green & Grey
146	1	Black Framed Picture Of Fall Foliage
		<u>Theatre Room</u>
154	1	Framed Picture Of Brick Entry Way
155	1	Framed Black & White Print, Trees With Snow, Unknown Artist
156	2	Framed Black & White Print, Unknown Artist
158	6	Theater Chairs, Black Leather
		<u>Outdoor Patio</u>
168	1	Table With (6) Chairs
169	1	Oversized Grill
170	1	Black Patio Benches
Summary		

Exhibit B
 Other Assets

		3 St Andrews Drive St Louis, MO 63124
<u>ATEC, Inc. Item Number</u>	<u>Qty</u>	<u>Description</u>
		<u>First Floor Foyer</u>
2	1	Metal Sculpture (Dog)
4	2	Wicker Baskets, Misc. Glass Vases (In Closet)
7	1	Large Round Entry Table, Bronze Statue Dog With Bird
8	1	Closet Consisting Of Monitors, Computers & Phone
		<u>Billiards Room</u>
		<u>Living Room Off Foyer</u>
14	1	Lamp
22	1	Bronze Statue of (2) Flying Ducks
		<u>Club Room</u>
25	1	Large Assortment of Guns (See Paul)
33	1	Light Wood Trussel Table
47	1	Lot Consisting Of Miscellaneous Bottles Of Wine
		<u>Recreation Room</u>
48	1	Brown Leather Sofa
49	2	Brown Leather Chairs
54	1	Large Animal Print Ottoman (Cow Skin)
55	1	Black Framed Decorative Tables
58	1	Picture of (3) Geese. Lee Everett
59	1	Wood Framed Mirror

Exhibit B
 Other Assets

		Garage Contents
63	1	Yamaha 6-Seat Golf Cart
64	1	Yamaha 2- Seat Golf Cart
66	1	Bicycle
67	1	MMAU Power Sport Go Cart
68	1	Lot Consisting Of Miscellaneous Tools In Garage Closets-Battery Charger
69	1	Honda Motorcycle
70	1	Honda Model Ruckus Scooter
71	11	Motorcycle Helmets
72	2	Small Razor Scooters
73	3	Segway's
74	3	Adult Bicycles
75	1	Child Bicycle
76	1	Subzero Refrigerator
77	1	Classic Sport Air Hockey Table
78	1	Metro Vacuum/Blower
79	1	Power Wheels Jeep
80	1	Power Wheels Harley Davidson Motorcycle
81	1	Porter Cable
82	1	Black Rocker With Light Wood Arms
83	1	3-Piece Wicker Furniture Set
84	1	Small Television On Wall
85	1	Dark Wood Table
87	2	Bicycles (Hung On Garage Wall)
88	2	Bicycles (On Garage Floor)
89	1	Yamaha 4-Wheeler (Blue)
90	1	Vapor Scooter
91	2	Honda Mini Bikes
93	1	Kichatna Bicycle
94	1	John Deere Lawn Mower, push mower

Exhibit B
 Other Assets

		<u>Back Yard Play Area</u>
95	1	Play House
96	1	Wooden Outdoor Play Set With Slide And Swings
		<u>Gentlemens Lounge</u>
111	1	Lot Consisting Of (10) Prints (Personal Photos)
112	1	Bronze on Wood Statue, Fisherman on Rock With Fishing Pole (Plate Reads Profit Sharing)
		<u>Upstairs</u>
113	1	3-Drawer Table (In Hallway) Painted on Front & Top (Black, Yellow & Red Decor)
115	1	Painting, S. Steeman, (5) Birds, Boat In Grass, (5) Birds (Hallway)
		<u>Upstairs Hallway</u>
121	1	4-Legged, Light Wood Decor Bench
124	1	Lot Consisting Of Leather Luggage, Purses, Etc. (Hall Closet)
		<u>Upstairs Foyer</u>
126	1	Lot Consisting Of Skull Mounts
127	1	Zebra Skin Rug
		<u>Sitting Room Outside Master Suite</u>
129	1	Lot Consisting Of Camera Equipment (Room Outside Master Suite)
130	1	3-Drawer Desk, Decorative Top, 4-Post Legs, Matching Wood Swivel Chair
133	1	Framed Black And White Print, Cow With Calf, Light Wood Frame, Artist Benton-Mo
		<u>Upstairs Master Suite</u>
139	1	Rolex Watch
140	1	Mont Blanc Watch
142	1	Brielling Watch
144	1	Floral Oval Lamp

Exhibit B
 Other Assets

		<u>Theatre Room</u>
157	1	Lot Consisting Of Misc. Electrical Equipment
159	1	Oval Game Table
160	8	Black Leather Chairs
		<u>Office</u>
161	1	Brown Office Chair
162	1	Computer With Monitor
163	2	Printers
164	1	Black Office Chair
165	1	Brown Leather Sofa And Chair
		<u>Basement Storage</u>
166	1	Lot Consisting Of Toys, Furniture, Weights, Plastic Storage Containers Filled With Clothing
167	1	Lot Consisting Of Misc. Electrical Equipment, Including But Not Limited To: DVR recorders,printer scanner etc
		* Ownership of all men's watches unknown at this time.
		<u>KEY</u>
		Question
		Corp Entity
		Kids or tagged
		Trust
		Barbara Morriss
		To be delivered to the Trustee
Summary		

EXHIBIT C

JEWELRY

MENS 18 KT YELLOW GOLD ROLEX WATCH "YATCHMASTER"

FINE ARTS

BURL WALNUT CABINET; REVERSE SERPENTINE FRONT; BOMBE SIDES; MODIFIED LIFT TOP;
C. 1920

MUSIC BOX BY: MERMOD FRERES
10 AIRES; C. 1880; ROSEWOOD CASE - AS IS

BOSENDORFER PIANO (DIV. OF KIMBALL); SERIAL #: 27355; C. 1954; 6 FT. GRAND
PIANO; EBONY CASE

GEORGIAN BUREAU BOOKCASE; C. 1790; GLASS AS IS; EGG & DART TRIM AS IS; DOOR
PANELS DRY CRACKS

PR. FRENCH NIGHTSTANDS; BRONZE ORMOLU TRIM; THREE-DRAWERS; C. 1920; MARQUETRY

ANTIQUE WALNUT CABINET; QUEEN ANNE STYLE; QUEEN ANNE BRASSES; CABRIOLE LEG
ANTIQUE GAINSBOROUGH ARM CHAIR; MAHOGANY; REPLACEMENT/FMV THE SAME; 18TH C.

ENGLISH SLANT FRONT DESK; GEORGIAN MAHOGANY; INLAID VENEERS, FLAP AND
INTERIOR; C. 1780; PERIOD BRASSES; REPLACED LOCKS AND ESCUTCHEONS

PERIOD QUEEN ANNE SETTEE; WALNUT SPLAT BACK; CARVED SHELL DESIGN ON TOP RAIL;
SWAN NECK ARMS AND CABRIOLE LEGS TERMINATING IN GRACEFUL PAD FOOT; DOUBLE SEAT;

FINE ARTS CONT.

C.1725

PR. DOUBLE DOOR SIDE CABINETS; C.1920; MAHOGANY; SHERATON STLYE; BANDED DOORS;
REEDED TAPERED COLUMNAR LEGS

MAHOGANY TALL CASE CLOCK; REPRODUCTION OF A SIMON WILLARD; MADE BY COLONIAL
MFG. FOR THE EDISON INSTITUTE; C.1920

PR. FRENCH EMPIRE STYLE PLANT STANDS; LION HEAD TRIM; BRASS PAW FEET; MARBLE
TOPS

PR. ENGLISH GEORGIAN PULL-UP CHAIRS; C.1820; MAHOGANY; GOTHIC SPLAT BARREL-
BACKED

LOT OF 4 PORCELAIN "DRESDEN" FIGURINES; GERMAN; PUTTI; PR. MALE/FEMALE FLOWER
WENDORS; "RING AROUND THE ROSIE"

CRYSTAL CHANDELIER; FAMILY REPORTS MADE BY WATERFORD
DIAMETER: 32"
HEIGHT: 38"

ANTIQUE DINING ROOM TABLE; C. 1880-1920; 2 PEDESTAL SHERATON STYLE; ENGLISH
REPRODUCTION; 4 LEAVES; 145" LONG W/ALL LEAVES; 54" WIDE; BURL WALNUT TRIM;
CANTED CORNERS; FINISH AS IS

10 CHIPPENDALE STYLE CHAIRS; CARVED RIBBAND BACK CHAIRS; BALL AND CLAW FEET;
C.1880; 2 ARM CHAIRS; CENTENNIALS

GEORGIAN MAHOGANY SIDEBOARD; C.1790-1820; BOWFRONT HEPPLEWHITE WITH CENTER
DRAWER; 2 SIDE COMPARTMENTS; ANTIQUE ENGLISH

STERLING SILVER HOLLOWWARE LOT; SALT CELLARS AND SPOONS; SALT AND PEPPER
CASTORS; MISCELLANEOUS

SILVERPLATE HOLLOWWARE LOT

FRENCH LIMOGES PORCELAIN TABLE; C.1900

GEORGIAN MAHOGANY FLIP TOP GAME TABLE; C.1790; HEPPLEWHITE

FINE ARTS CONT.

ENGLISH WRITING DESK; GEORGIAN REPRODUCTION; MAHOGANY; LEATHER AS IS; C.1940

FRAMED OIL ON CANVAS BY ARTIST YOLANDE ARDISSONE (1927)
SUBJECT: COTTAGES AND FLOWERS
SIZE: 28" X 36"

AMERICAN EMPIRE GAME TABLE; MAHOGANY; FLIP TOP; C.1850

AMERICAN TAMBOUR FRONT MAHOGANY DESK; C.1840; REPRODUCTION BRASSES; AS IS
CONDITION

PR. PORCELAIN FIGURAL LAMPS

ANTIQUE FRENCH UPHOLSTERED BERGERE CHAIR; C.1870

REPRODUCTION GEORGIAN MIRROR; GILT FRAME; CHIPPENDALE STYLE
FOUR-PANEL ORIENTAL SCREEN; GOLD LEAF ON LEATHER; EARLY 20TH C.

MAHOGANY CHEST ON CHEST; C.1920; REPRODUCTION GEORGIAN STYLE; 9 DRAWER
BOWFRONT CHEST ON CHEST WITH FRENCH STYLE BRACKET FEET; C.1940

EMPIRE FLIP TOP GAME TABLE

LOT OF CRYSTAL IN BUTLER'S PANTRY; 115 PIECES; WATERFORD; WEDGWOOD;
FRENCH/ENGLISH STEMS

SET OF CHINA; MINTON; PATTERN: STANWOOD; SERVICE FOR 12

12 DINNER PLATES
12 DESSERT PLATES
12 CUPS
12 SAUCERS
12 BREAD AND BUTTER PLATES
12 CREAM SOUP BOWLS
12 CONSOMME BOWLS
12 UNDERPLATES

PARTIAL SET OF DRESDEN CHINA; MADE IN SAXONY

12 CONSOMME BOWLS
12 UNDERPLATES
12 DINNER PLATES
12 DESSERT PLATES
12 BREAD AND BUTTERS

PARTIAL SET LIMOGES

15 LIMOGES DINNER PLATES
4 BREAD AND BUTTER PLATES
6 DESSERT PLATES

SET OF CHINA; SPODE; PATTERN: PELOW

12 DINNER PLATES
12 BREAD AND BUTTER PLATES
8 DESSERT PLATES
12 CUPS
12 SAUCERS
10 CONSOMME BOWLS
12 UNDERPLATES

FINE ARTS CONT.

MAHOGANY PARTNER DESK

LIBRARY TABLE; MAHOGANY W/EVE WOOD BANDING; TRESTLE; DROP LEAF

FRAMED OIL ON CANVAS BY ARTIST: RICHARD BISHOP; GOLD LEAF FRAME; SIZE: 24" X 28"

FRAMED OIL ON CANVAS BY ARTIST: ARTHUR OSVER; CONTEMPORARY; WASHINGTON UNIVERSITY ARTIST

2 NORTHWEST ENGLISH LADDERBACK ARM CHAIRS

6 NORTHWEST ENGLISH LADDERBACK SIDE CHAIRS

3 PANEL PAINTED DOG SCREENS 22" X 69"/EA

ANTIQUE OAK SIDE BOARD

DINING ROOM TABLE 84" X 36"

CARVED LEAVES BLACK FOREST MIRROR 50" X 34"

CHANDELIER

BRITISH KHAKI 4 POSTER BED-STANDARD KING SIZE

DARK WOOD TV CABINET 35" X 66"

2 LAWSON CHAIRS

2 TUB CHAIRS

ANTIQUE LAP DESK ON STAND

7 ANTIQUE BIRD PRINTS

GAME TABLE WITH LEATHER TOP

ENGLISH SOFA 90"

2 LARGE ENGLISH CLUB CHAIRS

4 CHAIRS 40" HIGH

2 BRONZE LION LAMPS MOUNTED ON MARBLE BASE

2 LANCASTER LEATHER CHAIRS

LANCASTER LEATHER SOFA

BRYAN HAYNES, "COW-SCAPE", ACRYLIC ON BOARD, 16 X 60 INCHES.

G. STEEMAN, "EARLY MORNING FLIGHT", OIL ON CANVAS, 24 X 36 INCHES.

JOSEPH DE YONG, "BEST OF THE WEST", OIL ON CANVAS, 28 X 23 1/2 INCHES.

JEFFERSON BEARDSLEY, "IMMIGRANTS MAKING HOMESTEAD BY LIGHTING A PRAIRIE FIRE 1857", OIL ON CANVAS, 40 X 54 1/2 INCHES.

"LAYERS OF COLOR" 16 X 12 INCHES, BY BILLY O'DONNELL

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BROWNING MODEL 325 12 GAUGE SHOTGUNS 2 @ \$1,800 EACH

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WINCHESTER MODEL 23, 20 GAUGE SHOTGUN, SPECIAL EDITION

BROWNING CITORI GRADE 2, 20 GAUGE SHOTGUN

BENELLI SUPER BLACK EAGLE 12 GAUGE SHOTGUN

FRANCHI AUTOMATIC 20 GAUGE SHOTGUN

BROWNING CITORI FIELD GRADE 12 GAUGE/SPECIAL BRILEY TUBE SET FOR 410, 28 & 20 GA

PARKER DHE GRADE, 16 X 20 GAUGE 2 BARREL SHOTGUNS, LIMITED EDITION SET

12 GAUGE BOSS, SERIAL NUMBER 7205

12 GAUGE BOSS, SERIAL NUMBER 7206

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