

HEARING DATE: FEBRUARY 1, 2021.
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STATE OF RHODE ISLAND
WASHINGTON, SC

SUPERIOR COURT

KORY P. KEEGAN,
 Petitioner,

v.

CK CUSTOM KABINETRY, INC.,
 Respondent.

C.A. No. WC-2020-0198

**PERMANENT RECEIVER'S FIRST AND FINAL REPORT AND FIRST REQUEST
FOR FEES**

NOW COMES Christopher J. Fragomeni, Esq. (the "Receiver"), solely in his capacity as Permanent Receiver of CK Custom Kabinetry, Inc. ("CK Custom"), and hereby reports to the Court with regard to CK Custom. The Receiver respectfully represents to the Court as follows:

APPOINTMENT

1. On May 6, 2020, Kory P. Keegan ("Keegan"), a shareholder, director, and officer of CK Custom, filed a Petition for the Appointment of a Receiver ("Petition"), alleging, among other things, that CK Custom was insolvent and unable to meet its obligations as they become due. A copy of the Petition is attached hereto as **Exhibit A**.

2. By order entered on May 21, 2020 ("Temporary Order"), the Receiver was appointed Temporary Receiver of CK Custom. A copy of the Temporary Order is attached hereto as **Exhibit B**.

3. In connection with his appointment and pursuant to the Temporary Order, the Receiver, on May 26, 2020, obtained a bond in the amount of \$10,000 ("the Bond"), which was filed with the Court. A copy of the Bond is attached hereto as **Exhibit C**.

4. As set forth in an affidavit of service filed with the Court, the Receiver, on May 27, 2020, mailed a copy of the Petition and Temporary Order to the creditor and parties in interest known to him.

5. On June 1, 2020, CK Custom's attorney executed an Acceptance of Service, accepting the Petition and citation issued in these proceedings on behalf of CK Custom. A copy of the Acceptance of Service is attached hereto as **Exhibit D**.

6. Notice of the Temporary Order was published in *The Providence Journal* on June 13, 2020. A copy of such publication is attached hereto as **Exhibit E**.

7. On July 20, 2020, the Court held a hearing on the appointment of a permanent receiver and after that hearing, entered an order that appointed the Receiver as permanent receiver of CK Custom ("Permanent Order"). A copy of the Permanent Order is attached hereto as **Exhibit F**.

8. As set forth in an affidavit of service filed with the Court, the Receiver, on August 3, 2020, mailed a copy of the Permanent Order and a proof of claim form to the creditor and parties in interest known to him.

9. Notice of the Permanent Order was published in *The Providence Journal* on September 30, 2020. A copy of such publication is attached hereto as **Exhibit G**.

BACKGROUND AND RECEIVER'S ACTIONS AFTER APPOINTMENT

Background

10. CK Custom was incorporated in January, 2014, and according to its annual report filed for 2019, Keegan was CK Custom's president, secretary, and treasurer.

11. CK Custom specialized in manufacturing and fabricating custom cabinetry, residential millwork, built-ins, and commercial casework. It operated at leased, commercial space at 1155 Victory Highway, Oakland, Rhode Island 02858 (“the Premises”).

12. During the course of its business, CK Custom purchased and financed numerous pieces of machinery or equipment from several lending institutions. In exchange for the financing of the machinery or equipment, CK Custom granted respective security interests to several lending institutions.

13. However, on or about April 1, 2020, CK Custom ceased operations after experiencing a reduction in revenues as a result of the COVID-19 pandemic. Between that time and the time of the Receiver’s appointment, CK Custom’s principal, Keegan, began a self-liquidation of CK Custom’s assets. He solicited Industrial Recovery Service, Inc. (“IRS”) to conduct an auction sale of all of CK Custom’s assets (“Assets”). In connection with that auction sale, CK Custom executed a Purchase Agreement, selling all the Assets to IRS so that such Assets could be sold at auction. IRS began the process of conducting the auction sale, including conducting a site visit to inventory the Assets, dividing the Assets into auction lots, photographing the Assets, staging the Assets, and coordinating the creation of an online auction.

14. However, prior to the initiation of the online auction, IRS discovered that several secured parties had security interest in the Assets. Those security interests violated the provision of the Purchase Agreement that required CK Custom to ensure that the Assets were transferred to auction purchasers free and clear of any liens, claims, options, rights of third parties, and encumbrances. As a result, the online auction was never conducted, and IRS sent CK Custom a demand letter (“Demand Letter”), requesting that CK Custom compensate IRS for CK Custom’s breach of the Purchase Agreement.

15. In examining CK Custom's books and records, the Receiver reviewed the Demand Letter and contacted IRS to inform it of the Court-ordered injunction against initiating proceedings against CK Custom without relief from that Order's stay.

16. In an attempt to avoid litigation against the Receivership estate arising from the claims in the Demand Letter, and given the extensive amount of work that IRS had already completed as well as the corresponding readiness of the launch of the online auction, the Receiver and IRS negotiated a sale of the Assets to IRS to be auctioned. An inventory of those Assets is attached hereto as **Exhibit H**.

Petition to Sell and Auction of Assets

17. To memorialize the terms of the sale of the Assets to IRS, the Receiver and IRS entered into a Purchase Agreement ("Agreement"), subject to the Court's approval.

18. The Receiver sought the Court's approval of the Agreement by virtue of a petition to sell ("Petition to Sell"), which was filed with the Court on July 9, 2020. A copy of the Petition to Sell, which includes a copy of the Agreement, is attached hereto as **Exhibit I**.

19. The Petition to Sell set forth the terms of the Agreement. Although, under the Agreement, IRS was technically purchasing the Assets, the sale structure was essentially an auction of the Assets. The terms of the Agreement were as follows:

- a. IRS would purchase the Assets for a guaranteed price of \$130,000;
- b. IRS would conduct an online auction of the Assets;
- c. Every dollar that the online auction yielded in excess of \$150,000 would be shared ninety cents (\$0.90) to the Receiver and ten cents (\$0.10) to IRS; and
- d. IRS would coordinate and supervise the move out or pick up of any of the Assets sold at the online auction before September 15, 2020.

20. The Court approved the Petition to Sell by order entered on July 30, 2020 (“Petition to Sell Order”). A copy of the Petition to Sell Order is attached hereto as **Exhibit J**.

21. IRS conducted an online auction (“Auction”) of the Assets, which began on August 21, 2020 and ended on September 9, 2020.

22. The Auction was extremely successful, yielding \$181,473.00 in proceeds, which resulted in \$158,325.70 in net proceeds flowing to the Receivership Estate, pursuant to the Agreement. A copy of the result of the Auction is attached hereto as **Exhibit K**. Additionally, the Receiver sold a Grizzly Shaper to IRS for \$200. As a result, the net sale proceeds totaled \$158,525.70.

PROOF OF CLAIMS AND PROPOSED DISTRIBUTIONS

Secured Creditors Proofs of Claim

23. The Receiver has received the following proofs of claim from secured creditors, as depicted, and as more fully described, below.

Creditor	Amount of Claim	Claim Summary
Independence Bank 1370 South County Trail East Greenwich, RI 02818	\$124,626.29	Amount as of August 5, 2020. <i>Principal:</i> \$121,923.73. <i>Interest:</i> \$1,924.06. <i>Late Fees:</i> \$183.50. <i>Misc. Fees:</i> \$495.00. <i>Collateral:</i> All assets.
JB&B Capital, LLC 1111 Northshore Drive Suite P-270 Knoxville, TN 37919	\$10,561.00	<i>Collateral:</i> Delta compact V groover; Delta unisaw 10” tilting arbor 5HP table saw; 1265S SuperCut Holzher panel saw; Castle pocket hole machine. Secured by Equipment Finance Agreement 6949-001.
JB&B Capital, LLC 1111 Northshore Drive Suite P-270 Knoxville, TN 37919	\$12,378.25	<i>Collateral:</i> Taylor 20 section 8.5” wide clap carrier (Serial No. V-6-89D). Secured by Equipment Finance Agreement No 6949-002.
National Funding, Inc. 9820 Towne Centre Drive	\$24,832.50	Amount as of September 1, 2020. <i>Collateral:</i> All assets.

San Diego, CA 92121		Secured by Business Loan Agreement.
CIT Bank, N.A. 155 Commerce Way Portsmouth, NH	\$27,264.95	Amount as of August 25, 2020. <i>Past due payments:</i> \$4,425.00. <i>Accelerated amount:</i> \$22,814.95. <i>Late fees:</i> \$531.00. <i>Termination fee:</i> \$379.00. <i>Security deposit credit:</i> (\$885.00). <i>Collateral:</i> Spark 5.8 single sided edge bander. Secured by Master EFA Agreement #ME 01373685.
Padco Financial Services, Inc. 1328 Main Street Crete, IL 60417	\$6,617.00 ¹	Amount as of June 30, 2020. Amount only includes amounts due under Equipment Finance Agreement #22068. <i>Past due payments:</i> \$2,388.00. <i>Fees:</i> \$234.00. <i>Accelerated amount:</i> \$3,582.00. <i>Collateral:</i> Grizzly G0524 straight line rip saw; Grizzly H5749 laser guide and stand for rip saw; ICS 10" saw kit, 7HP, 3HP, 230V.
Well Fargo Bank, N.A.	\$47,366.80	Amount as of July 9, 2020. <i>Pre-petition arrearage:</i> \$4,504.74. <i>Accelerated amount:</i> \$42,620.49. <i>Collateral:</i> 2017 Biesse skill 1536 (S/N: 22454).
Amur Equipment Finance, Inc. 304 W. 3 rd St. Grand Island, NE 68801	\$5,278.65 ²	Amount as of November 20, 2020. <i>Past Due Payments:</i> \$5,171.99. <i>Late Fees:</i> \$81.66. <i>NSF Fees:</i> \$25.00. Amount only includes amounts due under Equipment Finance Agreement 939813. <i>Collateral:</i> Used EP Industries "512" Hydraulic Cold Press; NewRex RC 15Jl-C1 Transformer.
Amur Equipment Finance, Inc. 304 W. 3 rd St. Grand Island, NE 68801	\$10,086.28	Amount as of November 20, 2020. <i>Past Due Payments:</i> \$9,912.60 <i>Late Fees:</i> \$148.68 <i>NSF Fees:</i> \$25.00 Amount only includes amounts due under Equipment Finance Agreement 939867. <i>Collateral:</i> 2004 Omar Bore Glue Dowell Inserter 4411
Total	\$269,011.72	

¹ As described *infra*, Padco Financial Services, Inc. submitted a proof of claim for two claims; however, only one is being recommended as approved as a secured claim in the amount above. The other is recommended as approved as an unsecured claim.

² As discussed *infra*, this amount is unperfected.

24. Independence Bank's claim arises from a Note ("Independence Note") dated October 17, 2017, and in the original principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00). The Independence Note is secured by (1) an Unconditional Guaranty of Keegan dated October 17, 2017; and (2) a Security Agreement dated October 17, 2017 ("Independence Security Agreement"), granting a security interest to Independence Bank in CK Custom's equipment, fixtures, inventory, accounts, instruments, chattel paper, general intangibles, documents, and deposit accounts. The Independence Security Agreement was perfected by the filing of a UCC Financing Statement (#201718685750) with the Rhode Island Secretary of State on December 18, 2017 at 2:17 p.m. *See* R.I. Gen. Laws § 6A-9-103.

25. JB&B Capital, LLC ("JB&B") has filed two claims. Its first claim arises out of an Equipment Finance Agreement (#6949-001) ("Finance Agreement 001") in the original principal amount of Ten Thousand Eight Hundred Dollars (\$10,800.00). Finance Agreement 001 grants to JB&B a security interest in the following:

- a. Delta compact V groover;
- b. Delta unisaw 10" tilting arbor 5HP table saw;
- c. 1265S SuperCut Holzher panel saw; and
- d. Castle pocket hole machine.

It also includes a personal guaranty of Keegan. Finance Agreement 001 is perfected by the filing of a UCC Financing Statement (#201920930970) with the Rhode Island Secretary of State on April 2, 2019 at 4:10 p.m. This claim appears to be a purchase-money security interest. *See* § 6A-9-103. The Receiver recommends approval of this claim.

26. JB&B's second claim arises out of an Equipment Finance Agreement (#6949-002) ("Finance Agreement 002") in the original principal amount of Ten Thousand Eight Hundred

Dollars (\$10,800). Finance Agreement 002 grants to JB&B a security interest in a Taylor 20 section 8.5” wide clap carrier (Serial No. V-6-89D), and also includes a personal guaranty of Keegan. Finance Agreement 002 is perfected by the filing of a UCC Financing Statement (#201920930880) with the Rhode Island Secretary of State on April 2, 2019 at 3:59 p.m. This claim appears to be a purchase-money security interest. *See* § 6A-9-103. The Receiver recommends approval of this claim.

27. National Funding, Inc.’s claim arises out of a Business Loan Agreement (#FWC255996A) dated May 23, 2019 and in the original, principal amount of Sixty-Three Thousand Dollars (\$63,000) (“BLA”). The BLA grants a security interest to National Funding in essentially all of CK Custom’s assets, and also includes a personal guaranty of Keegan. The BLA is perfected by a UCC Financing Statement (#202022388540) with the Rhode Island Secretary of State on February 20, 2020 at 1:18 p.m. The Receiver recommends approval of this claim.

28. CIT Bank, N.A.’s (“CIT Bank”) claim arises out of a Master EFA Agreement (#ME 01373685) (“CIT Bank EFA”). The CIT Bank EFA grants to CIT Bank a security interest in a Spark 5.8 single sided edge bander, and also includes a personal guaranty of Keegan. The CIT Bank EFA is perfected by the filing of a UCC Financing Statement (#201718692190) with the Rhode Island Secretary of State on October 20, 2017 at 11:45 a.m. This claim appears to be a purchase-money security interest. *See* § 6A-9-103. The Receiver recommends approval of this claim.

29. Padco Financial Services, Inc. (“Padco”) submitted one proof of claim arising out of two purported claims. Its first claim arises out of an Equipment Finance Agreement (Agreement #22068) (“Finance Agreement 22068”). Finance Agreement 22068 grants to Padco a security interest in the following:

- a. Grizzly G0524 – straight line rip saw;
- b. Grizzly H5749 laser guide and stand for rip saw; and
- c. ICS 10” saw kit, 7HP, 3PH, 230V.

It also includes a personal guaranty of Keegan. Finance Agreement 22068 is perfected by the filing of a UCC Financing Statement (#201718139370) with the Rhode Island Secretary of State on June 2, 2017 at 10:25 a.m. This claim appears to be a purchase-money security interest. *See* § 6A-9-103. The Receiver recommends approval of this claim.

30. Padco’s second claim arises out of an Equipment Finance Agreement (Agreement #21578) (“Finance Agreement 21578”), which includes a grant to Padco of a security interest in certain router CAD software (“the Software”). However, the Software was not sold in the auction of CK Custom’s assets. As a result, the Receiver recommends that the portion of Padco’s claim relative to Finance Agreement 21578 be treated, for purposes of distribution of proceeds, as an unsecured claim.

31. Wells Fargo Bank, N.A.’s (“Wells Fargo”) claim arises out of a Master Lease Agreement (“Master Lease”) dated November 15, 2017. The Master Lease was supplemented by an Equipment Schedule – Dollar Purchase Option (“Option”), which provides (1) that CK Custom is the owner of the collateral, a 2017 Biesse skill 1536 (S/N: 22454), and (2) that CK Custom grants Wells Fargo a security interest in that collateral. Wells Fargo’s security interest in the collateral is perfected by a UCC Filing Statement (#201718835650) that was filed with the Rhode Island Secretary of State on November 21, 2017 at 12:30 p.m. This claim appears to be a purchase-money security interest. *See* § 6A-9-103. The Receiver recommends approval of this claim.

32. Amur Equipment Finance, Inc. (“Amur”) submitted one proof of claim arising out of two purported claims. Its first claim arises out of an Equipment Finance Agreement (Agreement

#939813) (“Finance Agreement 939813”). Finance Agreement 939813 includes a grant to Amur of a security interest in (1) a used EP Industries “512” Hydraulic Cold Press; and (2) a NewRex RC 15JL-C1 Transformer. It also includes a personal guaranty of Keegan. However, it does not appear that a financing statement was ever filed for Finance Agreement 939813; therefore, the security interest was never perfected.³ The Receiver recommends approval of this claim to the extent that it is an unperfected secured claim.

33. Amur’s second claim arises out of an Equipment Finance Agreement (Agreement #939867) (“Finance Agreement 939867”). Finance Agreement 939867 grants to Amur a security interest in a 2004 Omar Bore Glue Dowell Inserter 4411. It also includes a personal guaranty of Keegan. Amur’s security interest in that collateral is perfected by a UCC Filing Statement (#201819246580) that was filed with the Rhode Island Secretary of State on March 7, 2018 at 2:13 p.m. This claim appears to be a purchase-money security interest. *See* § 6A-9-103. The Receiver recommends approval of this claim.

34. The Receiver did not receive a proof of claim from ADS Group or Univest Capital, Inc., both of which had financing statements filed with the Rhode Island Secretary of State.

Unsecured Creditors’ Proofs of Claim

35. The Receiver has received the following proofs of claim from unsecured creditors, as depicted, and as more fully described, below.

Creditor	Amount of Claim
Prime Plywood 24 Parkside Ave. West Springfield, MA 01089	\$2,599.60
Rhode Island Dept. of Revenue	\$1,860.50 ⁴

³ By email dated January 19, 2021, a paralegal of Amur confirmed that “[t]here is no UCC-1 for that contract”

⁴ The Rhode Island Department of Revenue as asserted that \$1,613.34 of its claim is a “unsecured priority” claim, and the remaining amount is an “unsecured general claim.”

One Capitol Hill Providence, RI 02908	
Rhode Island Dept. of Revenue One Capitol Hill Providence, RI 02908	\$11,214.72 ⁵
Koopman Lumber Co., Inc. 665 Church Street Whitinsville, MA 01588	\$8,027.72
Ridgewood Lumber Sales, Inc. d/b/a Highland Hardwoods PO Box 426 Kingston, NH 03848	\$2,695.97
Rite Glass, Inc. 23 Elbow Street Woonsocket, RI 02895	\$251.60
National Grid 300 Erie Blvd. West Syracuse, NY 12303	\$12,920.79
Atlantic Plywood Corp. 8 Roessler Road Woburn, MA	\$699.86
Wurth Baer Supply Company 909 Forest Edge Drive Vernon Hills, IL 60661	\$23,861.42
Padco Financial Services, Inc. 1328 Main Street Crete, IL 60417	\$6,129.00 ⁶
Waste Management 2625 W. Grandview Road, Suite 150 Phoenix, AZ 85026	\$676.72
TOTAL	\$70,937.90

Proposed Distributions

36. As of the filing of this report, the Receiver has cash on hand in the amount of \$158,525.70, which accounts for (1) the sale of all the Assets (\$181,473.00), less the auction

⁵ The Rhode Island Department of Revenue has asserted that \$8,887.86 of its claim is a “unsecured priority” claim, and the remaining amount is an “unsecured general claim.”

⁶ As described above, the Receiver recommends that this portion of Padco’s claim be treated, for purposes of distributions, as an unsecured claim because the collateral securing this debt was not sold.

expenses (\$23,147.30) pursuant to the Agreement; and (2) a sale of the Grizzly Shaper for Two Hundred Dollars (\$200).⁷

37. To divide the administrative costs of this proceeding—namely the auction costs and the Receiver’s fees, costs, and expenses (collectively, “Administrative Costs”)—equitably among all the creditors, the Receiver has prepared the Distribution Calculation attached hereto as **Exhibit L**. The lot numbers on that sheet correspond directly to the lot numbers on Settlement Statement.⁸

38. As seen in the Distribution Calculation, the Administrative Costs were divided pro-rata among all the assets based upon each asset’s percentage of the total sale proceeds. For instance, if an asset’s proceeds accounted for fifty percent of the total auction proceeds, that asset bore fifty percent of the Administrative Costs.

39. As set forth above, two creditors hold security interests in essentially all of CK Custom’s assets: Independence Bank and National Funding. Independence Bank perfected its security interest by filing a UCC Financing Statement (#201718685750) with the Rhode Island Secretary of State on December 18, 2017 at 2:17 p.m. National Funding perfected its security interest by filing a UCC Financing Statement (#202022388540) with the Rhode Island Secretary of State on February 20, 2020 at 1:18 p.m. Because Independence Bank’s security interest in all assets of CK Custom was perfected prior to National Funding’s security interest, Independence Bank has priority over National Funding in the proceeds of the sale of all the assets of CK Custom. *See* § 6A-9-322 (“Conflicting perfected security interests and agricultural liens rank according to priority in time of filing or perfection . . .”).

⁷ The Grizzly Shaper was sold to the Auctioneer after the auction concluded because the original bidder on that item never fulfilled his payment obligations. As a result, the Auctioneer purchased the item from the Receiver for \$200.

⁸ Except for the Grizzly Shaper, which is not included on the Settlement Statement, but is identified on the Distribution Calculation as Lot 12.

40. However, Independence Bank and National Funding’s security interests in all CK Custom’s assets are subordinate to any holder of a perfected purchase money security interest (“PMSI”) in any of CK Custom’s assets. *See* § 6A-9-324 (“Except as otherwise provided in subsection (g), a perfected purchase-money security interest in goods other than inventory or livestock has priority over a conflicting security interest in the same goods, and, except as otherwise provided in § 6A-9-327, a perfected security interest in its identifiable proceeds also has priority, if the purchase-money security interest is perfected when the debtor receives possession of the collateral or within 20 days thereafter”). All other secured creditors listed above, except Amur’s claim noted as unperfected, hold a perfected PMSI in certain collateral because they loaned money to purchase certain collateral, and took a security interest in that same collateral. *See* § 6A-9-103. Therefore, those secured creditors with perfected PMSIs are entitled to the proceeds of the sale of that certain collateral before Independence Bank and National Funding.

Priority	Creditor	Lot(s)	Item(s)	Security Interest	Proposed Distribution
1	Wells Fargo Bank, N.A	1A	2017 Biesse skill 1536 (S/N: 22454)	PMSI	\$37,771.30
1	JB&B Capital, LLC	18	Taylor 20 section 8.5” wide clap carrier (Serial No. V-6-89D)	PMSI	\$3,373.75
1	JB&B Capital, LLC	9, 10, 16, 20	Delta Compact V groover; Delta Unisaw 10” tilting arbor 5HP table saw; 1265S SuperCut Holzher panel saw; Castle pocket hole machine.	PMSI	9: \$3,300.40 10: \$460.59 16: \$348.38 20: \$1,155.14 TOTAL: \$5,264.51
1	CIT Bank, N.A.	2	Spark 5.8 single sided edge bander	PMSI	\$13,902.04
1	Padco Financial Services, Inc.	6, 15	Grizzly G0524 straight line rip saw; Grizzly H5749 laser guide and stand for rip saw; ICS 10” saw kit, 7HP, 3HP, 230V	PMSI	6: \$4,253.85 15: \$2,145.26 TOTAL: \$6,399.12

1	Amur Equipment Finance, Inc.	5	2004 Omar Bore Glue Dowell Insertter 4411	PMSI	\$6,490.80
2	Independence Bank	All assets	All assets.	UCC-1 in all assets	\$60,041.68
TOTAL					\$133,243.20

41. After payment of the above recommended distributions, there are no remaining funds for a distribution to National Funding, Amur's secured, but unperfected claim, or unsecured creditors.

REQUEST FOR FEES, COSTS, AND EXPENSES

42. As of the filing of this Report, the Receiver and members of the Receiver's law firm have devoted a cumulative total of approximately 77.1 hours to this matter, and incurred \$19,399.50 in legal fees. Attorneys were billed at the rate of \$285.00 per hour, and paralegals were billed at the rate of \$90.00 per hour. The Receiver confirms that those fees were incurred as necessary for the benefit of the Receivership estate.

43. Additionally, the Receiver incurred \$3,883.00 in out-of-pocket expenses, which amount includes, among other things, the costs affiliated with advertising, mailing, and payments to the Internal Revenue Service.

44. Accordingly, Receiver requests that the Court approve the Receiver's legal fees and out-of-pocket costs and expenses, confirm that such fees, costs, and expenses were incurred for the benefit of the Receivership estate, and authorize the payment of such legal fees, costs, and expenses cumulatively totaling \$23,282.50. The Receiver's invoice has been submitted to the Court for an *in camera* review. If so authorized by the Court, the Receiver will present such invoice to any party.

45. Additionally, the Receiver requests that the Court approve and authorize an administrative reserve of \$2,000 for the Receiver's efforts in winding down the estate after consideration of this Report.

WHEREFORE, for the foregoing reasons, the Receiver respectfully requests that the Court schedule this matter for hearing and at the conclusion of said hearing issue an Order that:

- A. Approves the Receiver's First and Final Report and First Request for Fees;
- B. Approves the Receiver's recommended proof of claim allowances and other allowances as set forth herein;
- C. Approves the Receiver's recommended distributions set forth herein;
- D. Approves the Receiver's request for fees and out-of-pocket expenses in the amount of \$23,282.50, and authorizes the Receiver to pay such amount from the Receivership Estate;
- E. Judicially dissolves CK Custom Kabinetry, Inc., and authorizes the Receiver to send such order to the Rhode Island Secretary of State and Connecticut Secretary of State;
- F. Authorizes the Receiver to maintain an administrative reserve account in the amount of \$2,000 and further authorizes the Receiver to disburse any unused funds of such reserve account to any secured creditors in their priority as set forth herein, and after consideration of such secured claims, disburse any unused funds to the unsecured creditor set forth herein on a pro-rata basis.
- G. Authorizes the Receiver to disburse the funds of the receivership estate to Kory Keegan on a pro-rata basis after consideration is made for the administrative reserve account, the recommended distributions, and the Receiver's fees and out-of-pocket expenses;

- H. Provides that the Receiver shall have no obligations or liabilities in connection with the filing of any tax returns for CK Custom Kabinetry;
- I. Approves, confirms, and ratifies the acts, doings, and disbursements of the Receiver;
- J. Cancels the Receiver's bond(s);
- K. Discharges the Receiver from the above captioned matter; and
- L. Orders any and all other relief as the Court deems necessary.

CHRISTOPHER J. FRAGOMENI, ESQ.,
ONLY AS RECEIVER FOR CK CUSTOM
KABINETRY, INC. AND NOT
INDIVIDUALLY

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq. (9476)
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: (401) 272-1400 | F: (401) 272-1403
cfragomeni@shslawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that, on the 21st day of January, 2021, I filed and served this document through the electronic filing system. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Christopher J. Fragomeni

Exhibit A

STATE OF RHODE ISLAND
WASHINGTON, SC.

SUPERIOR COURT

KORY P. KEEGAN

Petitioner,

V.
CK CUSTOM KABINETRY INC.

C .A. No.:

Respondent

PETITION FOR APPOINTMENT OF A RECEIVER

Petitioner, Kory P. Keegan ("Petitioner"), represents that:

1. Petitioner is a shareholder, officer, and director of Respondent CK CUSTOM KABINETRY INC. with an address of 7 Island View Terrace, Thompson, CT 06277.
2. Respondent, CK Custom Kabinetry Inc., is a Rhode Island corporation with a principal place of business at 1155 Victory Highway, Oakland, RI 02858.
3. Jurisdiction is predicated on R.L.G.L. § 8-2-13 for the equitable relief sought.
4. Respondent was in the business of making all types of cabinetry known as architectural mill work and residential and commercial case work. The Respondent ceased operations on or about April 1, 2020. The Respondent was experiencing difficulties meeting its obligations and was forced to cease operations as a result of the Covid-19 crisis. All employees have been permanently laid off. The company has fairly substantial equipment available for liquidation to be paid to its creditors. The principal of the corporation has obtained full time employment with a totally different and unrelated company. Respondent has substantial debt to certain trade and other creditors that it is unable to pay as it becomes due.
5. Respondent is in arrears in the payment of its obligations.
6. Respondent is insolvent and unable to meet its obligations as they become due.

7. Petitioner seeks to have a receiver appointed under applicable statutes and common law to immediately take charge of the affairs, assets, effects, and property of Respondent to preserve the same for the interest of all creditors.

8. Unless a receiver is appointed there is a danger of further depreciation, wasting, and diminishment in the value of Respondent's assets to the detriment of Respondent and Respondent's creditors. Given the complexity of the issues and the financing and other issues involved in this matter, subject in all respects to this Honorable Court's approval, Petitioner respectfully requests that this Honorable Court appoint a receiver with the necessary level of skill and experience required to manage and oversee this matter.

9. This Petition is made in good faith for the protection of Respondent and its creditors, and the appointment of a temporary receiver is most desirable to protect the *status quo* of Respondent pending final hearing on the appointment of a permanent receiver.

10. This Petition is filed to seek relief as prayed by virtue of and pursuant to the Court's equity powers and pursuant to its powers as authorized by the laws and statutes of the State of Rhode Island.

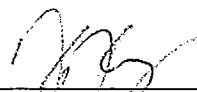
WHEREFORE, Petitioner respectfully prays that this Court:

(i) Appoint a Temporary Receiver for Respondent forthwith and thereafter appoint a Permanent Receiver to take charge of the assets, affairs, estates, effects and property of Respondent and to liquidate the assets to pay all creditors of the company;

(ii) Authorize the Temporary Receiver and Permanent Receiver to continue to operate Respondent's business if the Receiver determines that continuing to operate Respondent's business is in the best interest of Respondent's estate, and manage the assets of Respondent; and

(iii) Grant Petitioner such other and further relief as the Court deems just and proper.


PETITIONER



Kory P. Keegan
7 Island View Terrace
Thompson, CT 06277

VERIFICATION

I hereby certify that I have read the foregoing petition for appointment of a receiver and that the facts set forth herein are true and accurate.



Kory P. Keegan

CERTIFICATE OF ATTORNEY

I, the undersigned Attorney for Petitioner, certify that this Petition is made in good faith for the protection of the business of Respondent and for the benefit of creditors, and that the appointment of a Temporary Receiver is desirable to protect the *status quo* ending final Hearing for the appointment of a Permanent Receiver.

/s/Christopher M. Lefebvre, Esq. #4019
Consumer & Family Law Center of
Claude F. Lefebvre | Christopher Lefebvre, PC
PO Box 479 • Pawtucket • RI • 02862
Tel: (401) 728-6060 • Fax: (401) 728-6534
chris@lefebvrellaw.com

Exhibit B

STATE OF RHODE ISLAND
WASHINGTON, SC

SUPERIOR COURT

KORY P. KEEGAN,
Petitioner,

vs.

CK CUSTOM KABINETRY, INC.,
Respondent.

C.A. No. WC-2020-0198

ORDER APPOINTING TEMPORARY RECEIVER

The above matter came before the Honorable Richard A. Licht on May 8, 2020 on a Petition for Appointment of a Receiver. After hearing and upon consideration thereof, it is hereby

ORDERED, ADJUDGED, AND DECREED

1. That Christopher J. Fragomeni, Esq. be and hereby is appointed as Temporary Receiver ("Receiver") of CK Custom Kabinetry, Inc. ("Respondent").

2. That the Receiver shall, no later than five (5) days from the date hereof, file a bond in the sum of \$ 10,000.00 with any surety company authorized to do business in the State of Rhode Island as surety thereon, conditioned that the Receiver will well and truly perform the duties of said office and duly account for all monies and property which may come into the Receiver's hands and abide by and perform all things which the Receiver will be directed to do by this Court.

3. That said Receiver is authorized to take possession and charge of the property and assets of the Respondent, to collect the debts and property belonging to it, and to preserve the same until further Order of this Court.

4. That said Receiver is authorized until further Order of this Court, in the Receiver's discretion and as said Receiver deems appropriate and advisable, to conduct the business of said

Respondent, to borrow money from time to time, to purchase, for cash or upon credit, merchandise, materials and other property, to engage appraisers and/or employees and assistants, clerical or otherwise, and pay all such individuals and entities in the usual course of business, and to do and perform or cause to be done and performed all other acts and things as are appropriate in the premises.

5. That the Receiver and the law firm of which the Receiver is a member are hereby engaged as general counsel to said Receiver.

6. This Court finds that the designation of the aforesaid person as Receiver herein is warranted and required because of said Receiver's specialized expertise and experience in overseeing similar businesses in Receivership and in administering non-routine Receiverships which involve unusual or complex legal, financial, or business issues.

7. That the Receiver is hereby authorized and empowered to sell at public auction any or all of the assets of the Respondent. The Receiver is also authorized to engage an auctioneer and to insert such display ads within or without the State of Rhode Island as the Receiver deems proper advertising for such sale. Such public auction sale conducted by said Receiver in accordance with the provisions of this paragraph shall be considered and is hereby declared to be commercially reasonable sale, and such sale shall constitute compliance with the requirements of commercially reasonable sale as set forth in Article of the Uniform Commercial Code as enacted in Rhode Island.

8. That the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Respondent or any of its property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder,

corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of said Respondent, or the taking or attempting to take into possession any property in the possession of the Respondent or of which the Respondent has the right to possession, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease, or other contract with Respondent, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas or other utility service to Respondent, by any public utility, without prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

9. That a Citation be issued to said Respondent, returnable to the Superior Court sitting at Kent County, Providence, Rhode Island, on July 20, 2020, at 9:30 a.m. [REDACTED] at which time and place this cause is set down for hearing on the prayer for the Appointment of a Permanent Receiver; that the Clerk of this Court shall give Notice of the pendency of the Petition herein by publishing this Order Appointing Temporary Receiver once in *The Providence Journal* on or before June 18, 2020, and the Receiver shall give further notice by mailing, on or before June 28, 2020, a copy of said Order Appointing Temporary Receiver to each of Respondent's creditors and stockholders whose address is known or may become known to the Respondent.

ENTERED as an order of this Court this _____ day of May, 2020.

ENTERED:



Richard Licht
Licht, J., Associate Justice
Associate Justice

BY ORDER:



Michael C. Rampone
Clerk, Superior Court
Deputy Clerk

5/21/2020

Presented by:

/s/ Christopher J. Fragomeni

Christopher J. Fragomeni, Esq. (9476)
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: 401-272-1400 | F: 401-272-1403
cfragomeni@shslawfirm.com

Exhibit C

Bond No. B 1230850

Kory P Keegan

Plaintiff(s)

Vs.

CK Custom Kabinetry, Inc

Defendant(s)

RECEIVER'S BOND

KNOW ALL BY THESE PRESENTS: That we Christopher J Fragomeni
As Principal (s), and Selective Insurance Company of America a New Jersey corporation
authorized to transact surety business in the State of Rhode Island, as Surety, are held and firmly bound unto the
Superior Court of the County of Washington State aforesaid, as Oblige in the
penal sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States of
America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, by an order of the Superior Court of the County of Washington
State aforesaid, duly made on 05/21/2020, in the above titled action, the above bounden
Christopher J Fragomeni

Was appointed Receiver therein, and he was ordered before entering upon the discharge of his duties as such
Receiver, to execute a bond according to law in the said sum of \$10,000.00

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, the said
Christopher J Fragomeni as such Receiver, shall faithfully discharge
his duties in this action and obey the orders of the Court therein; then this obligation shall be void, otherwise to
remain in force and effect.

SIGNED AND SEALED this 26th day of May, 2020

Christopher J Fragomeni

By _____
Principal

Selective Insurance Company of America

By Ad P-1
Attorney in Fact
Andrew P. Troy

Exhibit D

STATE OF RHODE ISLAND
WASHINGTON, SC

SUPERIOR COURT

KORY P. KEEGAN,
Petitioner,

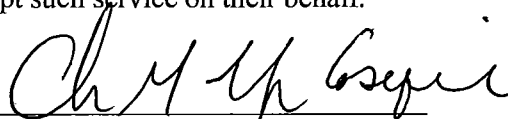
vs.

CK CUSTOM KABINETRY, INC.,
Respondent.

C.A. No. WC-2020-0198

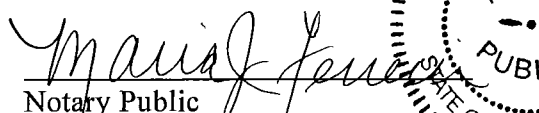
ACCEPTANCE OF SERVICE AFFIDAVIT

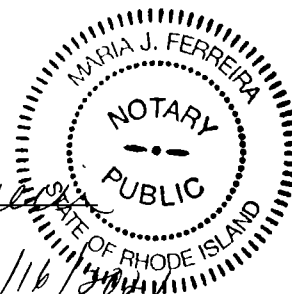
I, Christopher M. Lefebvre, Esq., do hereby accept service of the Receivership Citation issued in the above-captioned matter on behalf of Kory P. Keegan ("Keegan"), in his capacity as President of CK Custom Kabinetry, Inc. ("CK Custom"). Said acceptance of service is to have the same force and effect as if the service had been personally made upon CK Custom pursuant to applicable laws and the Superior Court Rules of Civil Procedure. The undersigned states that he has authority from Keegan and CK Custom to accept such service on their behalf.



Christopher M. Lefebvre, Esq.
P.O. Box 479
Pawtucket, Rhode Island 02862
P: (401)-728-6060 | F: (401)-728-6534
chris@lefebvrellaw.com

Subscribed and sworn before me this 1 day of June, 2020.


Notary Public
My commission expires: 6/16/2021



STATE OF RHODE ISLAND AND



PROVIDENCE PLANTATIONS

SUPERIOR COURT

CITATION

Plaintiff Kory P. Keegan v. Defendant CK CUSTOM KABINETRY INC.	Civil Action File Number WC-2020-0198
McGrath Judicial Complex Washington County 4800 Tower Hill Road Wakefield RI 02879 (401) 782-4121	

TO THE DULY AUTHORIZED OFFICER IN ACCORDANCE WITH TITLE 9, CHAPTER 5 (WRITS, SUMMONS, AND PROCESS) OF THE RHODE ISLAND GENERAL LAWS, IN WASHINGTON COUNTY

We command you to summon the Defendant, CK CUSTOM KABINETRY INC., (if found in your precinct), to answer the complaint of the Plaintiff on the return date of 07/09/2020, in the Superior Court listed above.

AS BY COMPLAINT FILED IN THIS COURT AND TO SHOW
CAUSE WHY SAID PRAYER SHOULD NOT BE GRANTED.

HEREOF FAIL NOT, AND MAKE RETURN OF THIS WRIT WITH YOUR DOINGS THEREON.

This Citation was entered on 5/30/2020.

/s/ John Graziano
Clerk

Witness the seal/watermark of the Superior Court

STATE OF RHODE ISLAND AND



PROVIDENCE PLANTATIONS

SUPERIOR COURT

Plaintiff Kory P. Keegan v. Defendant CK CUSTOM KABINETRY INC.	Civil Action File Number WC-2020-0198
--	---

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of the Citation dated 5/30/2020 received herewith upon the Defendant, CK CUSTOM KABINETRY INC., by delivering or leaving said papers in the following manner:

- ☐ With the Defendant personally.
- ☐ At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.

Name of person of suitable age and discretion _____

Address of dwelling house or usual place of abode _____

Age _____

Relationship to the Defendant _____

- ☐ I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: ____ / ____ / ____
Month Day Year

SERVICE FEE \$ _____

Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE

Exhibit E

La Salle Academy tax break under fire

By Patrick Anderson
Journal Staff Writer

Providence's La Salle Academy doesn't pay taxes on its Mount Pleasant campus, making its quest for a state tax break one of the more unlikely State House controversies in an unusual year.

Although a number of private schools across the state have received tax protection in state law, LaSalle's bid for similar treatment has drawn opposition from some Providence residents and political opponents who say the Catholic school can afford to pay.

That opposition scuttled a scheduled Thursday

committee vote on the La Salle tax break bill and left its future in doubt.

The legislation's lead sponsor, Providence Democratic Rep. Daniel McKiernan, asked that the bill be taken off the House Municipal Government Committee agenda so he could work "with interested parties to formulate amended language," House spokesman Larry berman wrote in an email. "But no consensus has been reached at this time."

Why does La Salle want or need a state law protecting it from local taxes when Providence has considered the Catholic high school exempt for more than a century?

The answer is that the tax exemptions for La Salle and other Providence nonprofits with large land holdings are a result of city policy that could change.

State law prevents communities from taxing school and church buildings and the land they stand on, but a maximum of five acres of surrounding land is exempt. Another section of the law suggests only one acre of surrounding land may be exempt.

The La Salle complex on Academy Avenue, which includes the school, a chapel and sports complex, is 26 acres.

McKiernan's bill would allow any new property LaSalle buys to also be tax exempt, but there have been discussions about changes restricting the exemption to the current campus.

Providence has not

tried to tax LaSalle's surrounding acreage, or that of other large nonprofits, over the years, even while city leaders have embarked on public campaigns to get nonprofits to pay their "fair share." (Usually the focus has been on colleges and hospitals.)

Perhaps sensing that their land could someday be taxed, several Rhode Island schools in recent years have sought and received their own special tax exemptions from the General Assembly, including the Meeting Street school in Providence, St. Mary Academy-Bay View in East Providence, Mount St. Charles Academy in Woonsocket and Providence Country Day school in East Providence.

Before the COVID-19 emergency, Providence Mayor Jorge Elorza said he was going to take

another look at whether nonprofits with large amounts of land should remain entirely exempt.

"That's something we are looking at now as the issue has arisen, and something you balance with the kind of services provided to the city," Elorza told the Journal in late February. "Yes, we are interested in finding revenue for the city..."

"I don't think it has been looked at in a long time in the city, and we will go through that and do what's right."

While the city reviews its tax policy, Elorza said state lawmakers should not grant new tax breaks for individual institutions, including La Salle, or take the decision making out of local hands.

Earlier his year, McKiernan said he supported broader efforts to increase contributions from colleges and

nonprofits, but didn't want La Salle to be punished while other private schools get state tax breaks.

In a March hearing he described the motivation behind the current bill to "keep La Salle Academy on par with other private schools around the state, particularly in Providence."

La Salle has 1,500 students, 180 of them Providence residents.

McKiernan's Democratic primary opponent, David Morales, said La Salle and other private colleges and high schools should be taxed.

"I believe [McKiernan] should not be using time and energy to make a private, wealthy school exempt from taxes," Morales said.

panderson@providencejournal.com
(401)277-7384
On Twitter: @PatrickAnderson

Portsmouth man charged in crash that killed bicyclist

By Jack Perry
Journal Staff Writer

The Middletown police

say they've arrested a 23-year-old Portsmouth man in the May 22 hit-and-run death of a bicyclist.

Paul A. Gomes, of Cory's Lane, was arrested Thursday on a warrant charging him with duty to stop in an accident resulting in death, according to the Middletown police.

He was held overnight and is scheduled for arraignment this morning in District Court, Kent County, according to the police.

The police say Gomes was driving the car that struck bicyclist Elias "Joel" Velasquez Chavez, 40, of Newport, on West Main Road at the entrance to Harbor Village late on the night of May 22.

Chavez was riding home from his job as a dishwasher. He'd come to the U.S. from Guatemala almost three

years ago.

According to the police, the car that struck Chavez fled, but video showed a dark-colored sedan traveling at a high rate of speed south on West Main Road at the time of the crash.

The police say they received several tips, with one leading them to a dark-blue Honda registered to Gomes.

Evidence recovered at the crash site matched the Gomes car, which was found in a salvage yard in East Providence, according to the police. The car had damage "consistent with" the crash, the police said.

jperry@providencejournal.com
(401) 277-7614
On Twitter: @jgregoryperry

Crash injures girl, 17; two men charged with procuring alcohol

Journal Staff

Smithfield police charged two Medway, Massachusetts men with procuring alcohol for a minor after a car crash left a 17-year-old girl with serious injuries.

The police said in a Friday news release that just before 1:30 a.m. on May 30, they arrived at the scene of a one-car crash on Mountindale Road, with the car on its roof.

The 17-year-old girl was transported to Hasbro Children's Hospital. Two other passengers, both 16-year-old males, were not injured.

The driver — Haleigh M. Ferreira, 18 — was charged with reckless driving and driving under the influence, serious bodily injury resulting. The police did not name the woman in the news release, and did not respond immediately to a request for her name.

The police said that their investigation showed the car's occupants had been at a house party where alcohol was present. Kyle Joyce, 18, of 9 Hawkins St. and Scott Rego, 22, of 34 Oakland St., Medway, were found to have purchased the alcohol.

Joyce was charged with possession of alcohol by underage and procurement of alcohol for minors. He was released with a summons and is to appear for arraignment on Sept. 22.

Rego was charged with three counts of procurement of alcohol for minors. He appeared before Judge Elaine T. Bucci, who released him on his own recognizance, with a court date of Sept. 8.

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LEGALS

STATE OF RHODE ISLAND SUPERIOR COURT
WASHINGTON, SC
C.A. No. WC-2020-0198

KORY P. KEEGAN, Petitioner,
VS.
CK CUSTOM KABINETRY, INC., Respondent.

NOTICE OF ORDER APPOINTING TEMPORARY RECEIVER
Please take notice that on May 21, 2020, an Order Appointing Temporary Receiver was entered by the Superior Court in the above-captioned matter. Said Order appointed Christopher J. Fragomeni, Esq. as Temporary Receiver (the "Receiver") of CK Custom Kabinetry, Inc. ("Respondent"), and specified that said Receiver was to give a Surety Bond in the amount of \$10,000.00 with respect to the faithful performance of the duties conferred upon said Receiver by said Order.

Said Order, the original of which is on file in the Office of the Clerk of the Superior Court, and which Order is incorporated herein by reference as if it were set forth in full in this Receiver's Notice, contains, inter alia, the following provisions: That the Receiver is hereby authorized and empowered to sell at public auction any or all of the assets of the Respondent. The Receiver is also authorized to engage an auctioneer and to insert such display ads within or without the State of Rhode Island as the Receiver deems proper advertising for such sale. Such public auction sale conducted by said Receiver in accordance with the provisions of this paragraph shall be considered and is hereby declared to be commercially reasonable sale, and such sale shall constitute compliance with the requirements of commercially reasonable sale as set forth in Article of the Uniform Commercial Code as enacted in Rhode Island.

That the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Respondent or any of its property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of said Respondent, or the taking or attempting to take into possession any property in the possession of the Respondent or of which the Respondent has the right to possession, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease, or other contract with Respondent, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas or other utility service to Respondent, by any public utility, without prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

That a Citation be issued to said Respondent, returnable to the Superior Court sitting at Kent County, Providence, Rhode Island, on July 20, 2020, at 9:30 a.m. at which time and place this cause is set down for hearing on the prayer for the Appointment of a Permanent Receiver; that the Clerk of this Court shall give Notice of the pendency of the Petition herein by publishing this Order Appointing Temporary Receiver once in The Providence Journal on or before June 18, 2020, and the Receiver shall give further notice by mailing, on or before June 28, 2020, a copy of said Order Appointing Temporary Receiver to each of Respondent's creditors and stockholders whose address is known or may become known to the Respondent.

ENTERED as an order of this Court this 21st day of May, 2020.

ENTERED: BY ORDER:
/s/ Licht, J. /s/ Michael C. Rampone
Licht, J., Associate Justice Clerk, Superior Court

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info@geotecri.com

Miscellaneous Announcements

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The Providence Journal

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Exhibit F

STATE OF RHODE ISLAND
WASHINGTON, SC

SUPERIOR COURT

KORY P. KEEGAN,
Petitioner,

v.

CK CUSTOM KABINETRY, INC.,
Respondent.

C.A. No. WC-2020-0198

ORDER APPOINTING PERMANENT RECEIVER

The above-captioned matter came before the Honorable Richard A. Licht on July 20, 2020 on the petition for appointment of a permanent receiver of CK Custom Kabinetry, Inc. (“Respondent”). After consideration thereof, and without objection, it is hereby

ORDERED, ADJUDGED AND DECREED

1. That Christopher J. Fragomeni, Esq., of Shechtman Halperin Savage, LLP, 1080 Main Street, Pawtucket, Rhode Island, be and hereby is appointed Permanent Receiver (“Receiver”) of the Respondent, and of all the estate, assets, effects, property, and business of Respondent of every name, kind, nature and description, with all the powers conferred upon the Receiver being the same as those powers conferred upon a receiver by the Rhode Island General Laws, all other powers as set forth in this order, or otherwise, and all powers incidental to the Receiver’s said Office.

2. That said Receiver has already posted a bond in the amount of \$10,000 and conditioned that the Receiver will well and truly perform the duties of said office, and such bond shall remain in effect until the Court authorizes its termination.

3. That said Receiver be and hereby is authorized, empowered, and directed to take possession and charge of said estate, assets, effects, property, and business of the Respondent,

including cash surrender value of any insurance owned by Respondent, and to preserve the same, and is hereby vested with title to the same; to collect and receive the debts, property, and other assets and effects of said Respondent, including such cash surrender value, with full power to prosecute, defend, adjust, and compromise all claims and suits of, by or against said Respondent and to appear, intervene or become a party in all suits, actions, or proceedings relating to said estate, assets, effects, and property as may in the judgment of the Receiver be necessary or desirable for the protection, maintenance, and preservation of the property and assets of said Respondent.

4. That this appointment is made in succession to the appointment of Temporary Receiver heretofore made by order of this Court, and the Receiver shall take and be vested with the title to all assets, property, and choses-in-action which have heretofore accrued to the Temporary Receiver with power to confirm and ratify in writing such agreements as are entered into by such Temporary Receiver and to carry out and perform the same.

5. That the Receiver is authorized, in the Receiver's discretion, to continue the business of the Respondent until further order of this Court, and to employ such persons as may be desirable for the foregoing purposes (except that the Receiver shall first obtain *ex parte* approval to hire attorneys, accountants, and turnaround professionals) and, in connection therewith, to use such moneys as shall come into the Receiver's hands and possession, as far as the same shall be necessary, for the above purposes and for continuing the business of said Respondent until further Order of this Court.

6. That the Receiver is authorized to incur expenses for goods and services and to purchase for cash such merchandise, supplies, and materials as in the Receiver's discretion may be desirable or necessary for continuance of the business of the Respondent.

7. That said Receiver be and hereby is authorized and empowered to sell, transfer, and convey said Receiver's right, title, and interest and the right, title, and interest of said Respondent in and to any real property or personal property, tangible or intangible, for such sum or sums of money as to said Receiver appears reasonable and proper, at private sale or sales, provided, however, that approval is first given for such sale or sales by this Court on *ex parte* application by the Receiver, or after such notice as the Court may require.

8. That the Receiver is hereby authorized and empowered to sell at public auction any or all of the assets of the Respondent. The Receiver is also authorized to engage an auctioneer and to insert such display ads within or without the State of Rhode Island as the Receiver deems proper advertising for such sale. Such a public auction sale conducted by said Receiver in accordance with the provisions of this paragraph shall be considered and is hereby declared to be a commercially reasonable sale, and such sale shall constitute compliance with the requirements of a commercially reasonable sale as set forth in Article 9 of the Uniform Commercial Code as enacted in Rhode Island.

9. That said Receiver be, and hereby is, authorized and empowered, as soon as there are sufficient funds available, to pay all City, State, and United States taxes of any kind, nature and description, including withholding taxes, as well as wages due employees, with such employees being relieved of the necessity of filing claims with the Receiver unless the amount paid or shown on the books of the Respondent is not acceptable to any employee, in which case said employee may file his/her claim in the same manner as other creditors.

10. In fulfillment of the reporting requirements set forth in Rule 66(e) of the Superior Court Rules of Civil Procedure, the Receiver shall file with the Court the Reports referred to in said Rule, as and when the Receiver deems necessary or advisable under the circumstances, or,

in any event, as and when required by Order of this Court. In addition, the Receiver shall file with the Court, on or before May 1 and October 1 of each year, a Receivership Control Calendar Report in accordance with Rhode Island Superior Court Administrative Order No. 98-7.

11. That the Receiver shall continue to discharge said Receiver's duties and trusts hereunder until further order of this Court; that the right is reserved to the Receiver and to the parties hereto to apply to this Court for any other or further instructions to said Receiver and that this Court reserves the right, upon such Notice, if any, as it shall deem proper, to make such further orders herein as may be proper, and to modify this Order from time to time.

12. All creditors or other claimants hereby are ordered to file under oath with the Receiver at 1080 Main Street, Pawtucket, RI 02860 on or before November 27, 2020, a statement setting forth their claims, including, but without limiting the generality of the foregoing, the name and address of the claimant, the nature and amount of such claim, a statement of any security or lien held by the claimant to which such claimant is or claims to be entitled, and also a statement as to any preference or priority which the claimant claims to be entitled to over the claims of any other or all other claimants or creditors.

13. Except as provided in paragraph 14 below, the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Respondent or any of its property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of said Respondent, or the taking or attempting to take into possession any property in the possession of the

Respondent or of which the Respondent has the right to possession, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract with Respondent, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas or other utility service to Respondent, by any public utility, without obtaining prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

14. The foregoing paragraph does not stay the exercise of rights of a party to a swap agreement, securities contract, repurchase agreement, commodity contract, forward contract, or master netting agreement, as those terms are defined in the Federal Bankruptcy Code, to the extent that a court would not have the power to stay the exercise if Respondent was a debtor under the Bankruptcy Code.

15. That Notice be given of the entry of this order by the Clerk of this Court by publication of a copy of the annexed Receivership Notice in *The Providence Journal* on or before **September 30**, 2020, and by the Receiver mailing on or before **October 30**, 2020, a copy of said Receivership Notice to each creditor and stockholder of said Respondent known as such to the Receiver, or appearing as such on the books of said Respondent, addressed to each such stockholder or creditor at his last known address.

16. This Order is entered by virtue of and pursuant to this Court's equity powers and pursuant to its powers as authorized by the laws and statutes of the State of Rhode Island.

ENTERED, as an Order of this Court this 30th day of July, 2020.

BY ORDER:

ENTER:



Licht, J.

Richard Licht
Associate Justice



Michael C. Rampone
Clerk, Superior Court
Deputy Clerk I

Presented by:

/s/ Christopher J. Fragomeni

Christopher J. Fragomeni, Esq. (#9476)
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: (401) 272-1400 | F: (401) 272-1403
cfragomeni@shslawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of July, 2020, I filed and served this document through the electronic filing system. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Christopher J. Fragomeni, Esq.

Exhibit G

GOT FEATHERS? WE MAY RUFFLE THEM.

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bathsplashshowroom.com

Walking speed for weight loss?



Dr. Keith Roach

Dear Dr. Roach,
I'm quite overweight, with some physical mobility and fatigue issues because of autoimmune-related inflammatory arthritis. Some days, I can get about a block at a fairly brisk pace but I have to stop for a few minutes because of the pain in my legs, pelvis and back or I will fall down. Other days, I can get two or three blocks at a brisker than usual pace without needing to stop.

When it comes to burning calories, is it better for me to walk slower and take less breaks or to walk faster and take more breaks to get my pain under control? Must I reach a certain heart rate and keep it there for a certain period of time in order to be doing anything meaningful for weight loss?

Unfortunately, because of the pandemic restrictions, walking around is the only kind of exercise I'm able to do right now. The pools, gyms and yoga studios are closed.

— F.B.C.

For most people, longer and more intense workouts are generally more effective for weight loss. In your case, overly intense workouts are not a good idea. Overdoing it can lead to pain in the joints (and muscles and soft tissue). I recommend a slower, steadier exercise regimen, which I hope will help build up your stamina and reduce your risk of falls and injuries.

High-intensity exercise is needed to gain a high degree of cardiac fitness, and for maximal performance. However, for weight loss and overall longevity, moderate exercise is very nearly as good.

Dear Dr. Roach,

I have a large lipoma. I read that liposuction is an easy way to remove them. Is this true?

— N.E.

A lipoma is a benign fatty tumor. They're very common and usually removed only if cosmetically important. They can become so, especially when they get large.

The standard treatment is open surgical removal. Liposuction has been used successfully for the treatment of larger lipomas, but a recently published research paper maintains that further investigation is required before liposuction becomes an accepted option. I have seen occasional cases of lipomas that have required more extensive surgery than my patients were expecting, so a less-invasive option would be welcome.

Liposuction has been used routinely for treatment of gynecomastia (enlarged breast tissue) in men.

Write to Dr. Roach in care of The Providence Journal Features Department, 75 Fountain St., Providence, RI 02902, or email ToYourGoodHealth@med.cornell.edu.

LEGALS

STATE OF RHODE ISLAND SUPERIOR COURT
WASHINGTON, SC
KORY P. KEEGAN,
Petitioner,
vs.
Respondent.
C.A. No. WC-2020-0198
CK CUSTOM KABINETRY, INC.,
Respondent.
NOTICE OF ORDER APPOINTING PERMANENT RECEIVER
Please take notice that on July 30, 2020, an Order Appointing Permanent Receiver was entered by the Superior Court in the above-captioned matter. Said Order appointed Christopher J. Fragomeni, Esq. as Permanent Receiver (the "Receiver") of CK Custom Cabinetry, Inc. ("Respondent"), and specified that said Receiver was to give a Surety Bond in the amount of \$10,000.00 with respect to the faithful performance of the duties conferred upon said Receiver by said Order.

Said Order, the original of which is on file in the Office of the Clerk of the Superior Court, and which Order is incorporated herein by reference as if it were set forth in full in this Receivership Notice, contains, inter alia, the following provisions:

"All creditors or other claimants hereby are ordered to file under oath with the Receiver at 1080 Main Street, Pawtucket, RI 02860 on or before November 27, 2020, a statement setting forth their claims, including, but without limiting the generality of the foregoing, the name and address of the claimant, the nature and amount of such claim, a statement of any security or lien held by the claimant to which such claimant is or claims to be entitled, and also a statement as to any preference or priority which the claimant claims to be entitled to over the claims of any other or all other claimants or creditors."

Except as otherwise provided in the Order, "the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Respondent or any of its property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of said Respondent, or the taking or attempting to take into possession any property in the possession of the Respondent or of which the Respondent has the right to possession, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract with Respondent, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas or other utility service to Respondent, by any public utility, without obtaining prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court."

ENTERED as an order of this Court this 30th day of July, 2020.
BY ORDER:
Richard A. Licht
Associate Justice
Michael C. Rampone
Deputy Clerk I, Superior Court

CITY OF PROVIDENCE - ZONING BOARD OF REVIEW NOTICE OF VIRTUAL MEETING
Notice is hereby given that the Zoning Board of Review will be in session on **WEDNESDAY, OCTOBER 14, 2020 at 5:30 PM USING THE ZOOM WEBINAR PLATFORM**
CIUDAD DE PROVIDENCIA - JUNTA DE REVISION DE ZONIFICACION AVISO DE REUNION VIRTUAL
Se da aviso de que la Junta de Revision de Zonificacion estara en sesion el **MIÉRCOLES, 14 DE OCTUBRE DE 2020 a las 5:30 PM UTILIZANDO LA PLATAFORMA WEBINARIO ZOOM**
PARA LA TRADUCCION AL ESPANOL DE ESTE AVISO, LLAME AL 401-680-5376
The virtual meeting can be accessed using the Zoom Webinar Platform at: <https://zoom.us/j/94889627470>
The Webinar ID is: **948 8962 7470**
A computer with a microphone is required for participation OR
Those without computer access may participate by telephone.
Dial one of the following numbers and use **Webinar ID 948 8962 7470# when prompted:**
+1 312 626 6799, +1 646 558 8656 or 833 548 0282 (Toll Free), 877 853 5247 (Toll Free)
All persons interested will be heard for or against the granting of the following applications pursuant to Section 1703 of the Zoning Ordinance:
I. NEW MATTER
1. FRANCISCA POLANCO NAVEDO (Applicant) and JACKY KO (Owner): 200 Exchange Street, Unit B, Plat 19, Lot 102, located in a D-1-200 Downtown District and the Capital Center Special Development District. Application for SPECIAL USE PERMIT pursuant to Section Table 12-1: Use Matrix, to establish the Unit as a Reception Facility.
IMPORTANT INFORMATION:
• Documents for new matters can be accessed at: <http://www.providencejournal.com/inspection/boards-of-review/>. Those who cannot access the documents electronically may contact Alexis Thompson at 401-680-5376 or at athompson@providencejournal.com to make other arrangements to view the documents.
• The public will have the opportunity to comment during the meeting through the electronic platform or by telephone. Public comment may also be submitted prior to the meeting via email to athompson@providencejournal.com. Submissions will be read into the record and discussed at the meeting.
• The Board encourages comments to be submitted at least 24 hours before the meeting. **Contact Alexis Thompson at 401-680-5376 or at athompson@providencejournal.com** if you have any questions regarding this meeting, or submission of comment.
THIS MEETING MAY BE CONTINUED FROM DAY TO DAY AND TIME TO TIME AT THE DISCRETION OF THE ZONING BOARD OF REVIEW.
THIS MEETING IS ACCESSIBLE TO ALL PERSONS. INDIVIDUALS REQUESTING INTERPRETER SERVICES MUST NOTIFY THE OFFICE OF THE BOARDS OF REVIEW AT 401-680-5376, AT LEAST 48 HOURS IN ADVANCE OF THE HEARING DATE.
Alexis J. Thompson, Secretary to the Zoning Board of Review ~ (401) 680-5376 ~ athompson@providencejournal.com

PROBATE COURT OF THE CITY OF CRANSTON NOTICE
Of Matters Pending and For Hearing In Said Court On the dates specified in notices below at 9 A.M. for hearing said matters
BATISTA, EDUARDO E. ESTATE Petition for Administration; for hearing October 8, 2020
CHORNEY, MARION RABIN ESTATE Petition for Probate of Will; for hearing October 8, 2020
MATARAZZO, BEVERLY ANN ESTATE Petition for the Sale of Real Estate; located at 133 Fordson Avenue Unit 2 Cranston, RI; for purposes set forth, now on file, wherein said property is more fully described for hearing October 8, 2020
NICHOLS, DONALD RESIDENT WARD Guardian's 1st Account; for hearing October 8, 2020
REGINE, ANNE I ESTATE Petition for the Sale of Real Estate; located at 1184 Scituate Avenue Cranston, RI; for purposes set forth, now on file, wherein said property is more fully described for hearing October 8, 2020
STEWART, RICHARD ESTATE Petition for Probate of Will; for hearing October 8, 2020
ALLDREDGE JR, MORRIS J. ESTATE Lindsay J. Allredge has qualified as Executor; creditors must file their claims in the office of the probate clerk within the time required by law, beginning September 23, 2020
BABENIS, HARRY C. ESTATE Nikki Koutros has qualified as Executor; creditors must file their claims in the office of the probate clerk within the time required by law, beginning September 23, 2020
DUCAS, LEONA FRANCES ESTATE Laura A. Gunderson has qualified as Administratrix; creditors must file their claims in the office of the probate clerk within the time required by law, beginning September 23, 2020
FOX, MARILYN E. ESTATE Stephen J. Fox & Louise Boisse have qualified as Co-Executors; creditors must file their claims in the office of the probate clerk within the time required by law, beginning September 23, 2020
GAUDETTE, LILLIAN M. ESTATE Michael P. Gaudette has qualified as Administrator; CTA; creditors must file their claims in the office of the probate clerk within the time required by law, beginning September 23, 2020
IZZO, DAVID M. ESTATE Barbara M. Izzo has qualified as Administrator; creditors must file their claims in the office of the probate clerk within the time required by law, beginning September 23, 2020
SYLVESTER, ANN MARIE ESTATE Mark McWade has qualified as Administrator; creditors must file their claims in the office of the probate clerk within the time required by law, beginning September 23, 2020
Probate court will be held virtually through Zoom. Please refer to the city's website calendar at www.cranstonri.com for information on how to attend.
Leanna Zarrella, JD
Court Clerk

STATE OF RHODE ISLAND SUPERIOR COURT
PROVIDENCE, SC
C.A. No. PC-2020-06236
RAFAEL SANCHEZ AND KATHERINE FAY AS EXECUTRIX OF THE ESTATE OF CHRISTIAN HARRIS, Petitioners,
vs.
EGO, LLC, Respondent.
NOTICE OF ORDER APPOINTING TEMPORARY RECEIVER
Please take notice that on September 14, 2020, an Order Appointing Temporary Receiver was entered by the Providence County Superior Court in the above-captioned matter. Said Order appointed Christopher J. Fragomeni, Esq. as Temporary Receiver (the "Receiver") of Ego, LLC ("Respondent"), and specified that said Receiver was to give a Surety Bond in the amount of \$10,000.00 with respect to the faithful performance of the duties conferred upon said Receiver by said Order.

Said Order, the original of which is on file in the Office of the Clerk of the Providence County Superior Court, and which Order is incorporated herein by reference as if it were set forth in full in this Receivership Notice, contains, inter alia, the following provisions:

"That the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Respondent or any of its property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of said Respondent, or the taking or attempting to take into possession any property in the possession of the Respondent or of which the Respondent has the right to possession, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract with Respondent, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas or other utility service to Respondent, by any public utility, without prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court; and

That Citation be issued to said Respondent, returnable to the Superior Court sitting at Providence, Rhode Island on October 14, 2020 at 9:30 a.m., at which time and place this cause is set down for Hearing on the prayer for the Appointment of Permanent Receiver; that the Clerk of this Court shall give Notice of the pendency of the Petition herein by publishing this Order Appointing Temporary Receiver once in the Providence Journal on or before September 30, 2020 and the Receiver shall give further notice by mailing, on or before September 30, 2020, copy of said Order Appointing Temporary Receiver to each of Respondent's creditors and stockholders whose addresses are known or may become known to the Receiver."

ENTERED as an Order of this Court this 14th day of September, 2020
BY ORDER:
/s/ Brian Stern
Associate Justice Clerk,
Date: September 14, 2020

MORTGAGEE'S SALE
334-336 Admiral Street Providence, Rhode Island
Will be sold at public auction on October 15, 2020 at 10:00 a.m., local time on the premises by virtue of the power of sale contained in a mortgage made and executed by L&D Management Group, LLC dated December 7, 2018 and recorded in Book 12232 at Page 48 in the Records of Land Evidence in the City of Providence, State of Rhode Island, the conditions of said mortgage having been broken.

The above premises will be sold subject to any and all valid superior or prior liens or encumbrances on the premises.

TERMS: Five Thousand Dollars (\$5,000) down payment in cash, certified check or bank check at time of sale; other terms will be announced at the time of sale.

By order of the holder of the mortgage which gives notice of its intention to bid at sale or any adjournment thereof.

ROBERTS, CARROLL, FELDSTEIN & PEIRCE INCORPORATED
Edward G. Avila, Esquire
Attorneys for the holder of the mortgage
Ten Weybosset Street, 8th Floor Providence, Rhode Island 02903

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE
2 HARBOUR ROAD, JOHNSTON, RI 02919
The premises described in the mortgage will be sold subject to all encumbrances and prior liens on October 7, 2020 at 1:00 PM on the premises, by virtue of the power of sale contained in a mortgage by Wayne J. Costa and John Campopiano dated August 28, 2006 and recorded with the Town of Johnston Land Evidence Records at Book 1747, Page 229, the conditions of said mortgage having been broken.

TERMS OF SALE: A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check, or money order will be required to be delivered at or before the time the bid is offered. The description of the premises contained in said mortgage shall control in the event of an error in this publication. Other terms will be announced at the sale.

ORLANDS PC
Attorney for the Present Holder of the Mortgage
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
19-008125

PUBLIC NOTICE
A Certificate of Transfer having been duly filed and recorded with the Secretary of State on September 10, 2020 pursuant to the General Laws of the State of Rhode Island §37-7-7, 1956, as amended, Public Notice is hereby given of the administrative transfer of custody, control and supervision to the Rhode Island Public Transit Authority from the Rhode Island Department of Transportation over that +/- 90,924 square foot parcel (Assessor's Plat 2904, Parcel 8A1) located at 300 Pine Street, in the City of Pawtucket, County of Providence, Rhode Island, title to which is vested in the State of Rhode Island and the Province Plantations

NOTICE OF MORTGAGEE'S SALE
121 EAST AVENUE WESTERLY, Rhode Island Assessor's Plat 97/32/11
Will be sold, subject to any and all prior liens and encumbrances, at public auction on November 6, 2020 at 11:00 AM Local Time, on the premises by virtue of the Power of Sale contained in the certain Mortgage Deed made and executed by Pearl P. Tapley dated August 9, 2006 and recorded in Book 1562 at Page 31, et seq. with the Records of Land Evidence of the Town of WESTERLY, County of Washington, State of Rhode Island, the conditions of said Mortgage Deed having been broken.

TEN THOUSAND DOLLARS (\$10,000.00) down payment in cash, bank check or certified check at time of sale; other terms will be announced at time of sale.

Marnesi Law Group, P.C.
275 West Natick Road, Suite 500 Warwick, RI 02886
Attorney for the present Holder of the Mortgage
MLG File # MLG 20-04345

MORTGAGEE'S SALE
95 Jenks Street East Providence, RI
Map 208, Block 06, Lot 010
The premises described in the mortgage will be sold subject to all encumbrances and prior liens on October 21, 2020 at 9:00 AM on the premises, by virtue of the power of sale contained in a mortgage by Ernest C. Jackson, Irene M. Jackson dated October 27, 2005 and recorded in the City of East Providence Land Evidence Records in Book 2565, Page 115, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check is required to bid. Other terms will be announced at the sale.

HARMON LAW OFFICES, P.C.
Attorney for the Holder of the Mortgage
150 California Street Newton, MA 02458
(617) 558-0500
17439

MORTGAGEE'S SALE
65 Beech Avenue Cranston, RI
Plat 5, Section 3, Lot 1423
The premises described in the mortgage will be sold subject to all encumbrances and prior liens on October 14, 2020 at 9:00 AM on the premises, by virtue of the power of sale contained in a mortgage by Herman L. Carlson, Pauline M. Carlson dated March 19, 2008 and recorded in the City of Cranston Land Evidence Records in Book 3849, Page 249, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check is required to bid. Other terms will be announced at the sale.

HARMON LAW OFFICES, P.C.
Attorney for the Holder of the Mortgage
150 California Street Newton, MA 02458
(617) 558-0500
18246

MORTGAGEE'S SALE
388 Chopmist Hill Road Glocester, RI
Plat 014, Lot 139
The premises described in the mortgage will be sold subject to all encumbrances and prior liens on October 14, 2020 at 10:00 AM on the premises, by virtue of the power of sale contained in a mortgage by Marilyn D. Kitson dated November 25, 2013 and recorded in the Town of Glocester Land Evidence Records in Book 657, Page 276, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check is required to bid. Other terms will be announced at the sale.

HARMON LAW OFFICES, P.C.
Attorney for the Holder of the Mortgage
150 California Street Newton, MA 02458
(617) 558-0500
18265

PUBLIC NOTICE
Rhode Island Continuum of Care Request to Join 2021 Membership
The Rhode Island Continuum of Care (RICOC) is a diverse coalition committed to assisting homeless and near-homeless Rhode Islanders to obtain housing, economic stability, comprehensive services, and an enhanced quality of life. The RICOC is soliciting membership from interested parties willing to participate in the RICOC mission. Interested candidates should be committed to promoting community-wide planning and the strategic use of resources to address homelessness; improving coordination and integration with mainstream resources and other programs targeted to people at risk of or experiencing chronic homelessness; improving data collection and performance measurements for programs designed to end homelessness; and supporting Rhode Island in designing its homeless programs to accommodate the state's particular strengths and challenges.

Membership is available to representatives of certain types of organizations and agencies within Rhode Island and individuals with lived experience of homelessness. Interested persons should align with one or more of the following relevant stakeholder categories:

- Nonprofit providers of housing and/or services for the homeless
- Victim service providers
- Faith based agencies
- Political subdivisions and other governmental entities
- Businesses
- Advocacy organizations
- Public Housing Authorities
- Housing Developers
- School districts
- Social service providers
- Mental health agencies
- Hospitals
- Universities
- Law enforcement
- Veterans' organizations
- Lived Experience of Homelessness

Individuals interested in membership must submit a letter of interest to Elizabeth Bioteau, CoC Planner, at RIHousing, 44 Washington Street, Providence, RI 02903, or by email at eboteau@rihousing.com. Respondents must indicate which stakeholder category they represent in their response. Questions about this Request for Membership may be directed to Ms. Bioteau at (401) 429-1478 or eboteau@rihousing.com. The deadline for submission of a letter of interest for consideration to join 2021 RICOC Membership is October 30, 2020.

MORTGAGEE'S SALE
334-336 Admiral Street Providence, Rhode Island
Will be sold at public auction on October 15, 2020 at 10:00 a.m., local time on the premises by virtue of the power of sale contained in a mortgage made and executed by L&D Management Group, LLC dated December 7, 2018 and recorded in Book 12232 at Page 48 in the Records of Land Evidence in the City of Providence, State of Rhode Island, the conditions of said mortgage having been broken.

The above premises will be sold subject to any and all valid superior or prior liens or encumbrances on the premises.

TERMS: Five Thousand Dollars (\$5,000) down payment in cash, certified check or bank check at time of sale; other terms will be announced at the time of sale.

By order of the holder of the mortgage which gives notice of its intention to bid at sale or any adjournment thereof.

ROBERTS, CARROLL, FELDSTEIN & PEIRCE INCORPORATED
Edward G. Avila, Esquire
Attorneys for the holder of the mortgage
Ten Weybosset Street, 8th Floor Providence, Rhode Island 02903

CLASSIFIEDS
Place Your Ad In-Paper at 401.277.7700 or Online 24/7 @ providencejournal.com/marketplace

Automobiles For Sale
Pontiac 2005 Vibe 4 Cylinder Automatic Hatchback Warranty All Options Gorgeous \$3475 401-263-5023 Lic#578

Autos/Trucks Wanted
JUNK CARS WANTED SCASH PAYS! from \$200 up to \$1000. 401-418-4521, Lic. 61 www.bigbucksjunkcars.com

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Help Wanted
Worthington Industries-Amtrol is hiring for manufacturing positions at our West Warwick facility. Starting pay is \$16/hr + up. We offer a 2nd and 3rd shift differential of \$1/hr. Plus, associates can earn quarterly profit sharing checks, \$1500 in sign-on bonuses and receive benefits day one! Apply online at jobs.worthingtonindustries.com

Providence County
Burrillville, Cumberland, Foster, Glocester, Lincoln, No. Smithfield, Scituate, Smithfield, Woonsocket

Investment Property
LINCOLN Two Family: 4 and bath on first, 5 and bath on second, 2 heating systems, 2 electric services, vinyl siding, replacement windows, 1/4 acre, \$289,000. Long Realty 647-5454

Lots For Sale
FOSTER 6.3 acres, \$75,000; 13.2 acres, \$105,000; 10 acres, possible 2 home sites, \$165,000; others, builder packages available. Long Realty 401-647-5454

Announce Birthdays in Celebrations
Life's moments are worth celebrating

Notice
The Stone Bridge Fire District in Tiverton RI is initiating an outdoor water ban to all Stone Bridge customers due to drought conditions.

Carl Destremps
Superintendent
Stone Bridge Fire District

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Exhibit H

Lot #	Manufacturer	Serial #	Description	Photo
1A	BIESSE	22454	Biesse Skill 1536GFT Flat Table CNC Router 3-Axis w/Out-Feed Table and (2016) Becker Vacuum Pump (2016)	
1B	GORBEL SCHMALZ	524467	Gorbel Jib Crane 250lb Capacity w/ Schmalz Vacuum Lifter Head	
2	BIESSE	1000010762	Biesse Spark 5.8R Edgebander w/Pre-Mill (2016)	
3	TIGER STOP	1319319	TigerStop TigerSaw 1000 Optimizing Saw (2013)	
4	PRO EDGE	B22591-2	Pro-Edge Technology RWS 1100R-PR (43") Wide Belt Sander (2 Head)	
5	OMAL	4411	Omal Insert 900 Boring/Gluing/Dowel Insertion CNC Machine (2004)	

6	GRIZZLY	5AG059	Grizzly G0524 Straight Line Rip Saw (2016)	
7	TCM	A4 7M00151	TCM FCG25-3H (4,300 Lbs. Capacity) Propane Forklift w/Side Shift	
8	E. P. INDUSTRIES		E.P. Industries 0028 Cold Press	
9	HOLZ HER	1027/0-411 5001184	Holz-Her 1265S SuperCut Vertical Panel Saw	
10	JOS POITRAS		Jos-Poitras Shaper w/ Delta (3-Roll) Power Feeder	
11	GRIZZLY	445825 & 1006	Grizzly G1026 3hp Shaper (2005) w/ (3-Roll) Transpower Power Feeder	





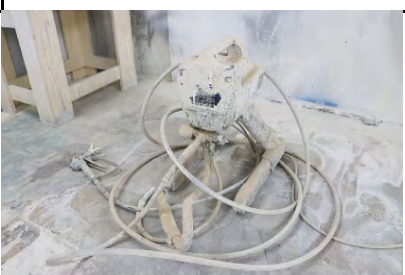

12	GRIZZLY		Grizzly G1026 Shaper w/ Grizzly (3-Roll) Power Feeder	
13	MEPLA		Mepla M2500 Hinge Boring Machine	
14	VEGA	662	Vega EBS6 Edge Sander	
15	SAWSTOP	I164902629	SawStop 7.5hp (10") Industrial Table Saw w/T-Glide SawStop Fence System, Extension Table and Extra Brake Cartridge	
16	TRI-ROUTER		Tri-Router Shaper Jig w/Delta (4-Roll) Feeder	
17	RITTER	789	Ritter R903 Edge Sander	


18	TAYLOR	V689	Taylor Clamp 300130 (20-Section) Clamp Carrier	
19	CENTRAL MACHINERY	DT1-340-99R & DT2-322-99R	Central Machinery Model 600 & 601 Dovetail Set	
20	CASTLE		Castle TSM-21 Pocket Hole Drill	
21			Pinch Roller (51")	
22	REES	96-3996-1751	Rees C1030-4 (4-Bag) Dust Collector	
23	DUSTEK	619-DB-87F	Dustek 1000DB (3- Bag) Dust Collector, 10HP	

24	KUFO	010847	Kufo UFO103B Twin-Bag Mobile Dust Collector	
25A	GARDNER DENVER	U33479	Gardner Denver EBEREF (20HP) Screw Style Compressor	
25B	DELTECH	HGN100A115 1506001	Deltech SPX Air Dryer	
26			Storage Racking (2-Sections)	
27			Assortment of Edgebanding Material w/ Cabinet and Rack	
28			Storage Racking (2-Sections) *CONTENTS NOT INCLUDED*	

29			Scrap MDF Particle Board and Solid Surface	
30			Storage Racking (2-Sections)	
31			Assortment of MDF and Particle Board (Mostly 4ft x 8ft)	
32	BINKS		Binks Sames Ventilated Paint Booth	
33			Large Enclosed Ventilated Paint Booth w/ Monarch Fire Suppression System	
34	CA TECHNOLOGIES		C.A. Technologies Air Assist, Airless Paint Pump w/ C.A.T. Spray Gun w/ Cart	


35	CA TECHNOLOGIES		C.A. Technologies Air Assist, Airless Paint Pump w/ C.A.T. Spray Gun w/ Cart	
36			Paint Pressure Pod w/ Spray Gun w/ Cart	
37			Cabinet with Misc. Paint Supplies	
38	FLUID MANAGEMENT	03NSC8002818	Fluid Management Paint Dispenser	
39			Assortment of Painting Supplies	
40			Cabinet *CONTENTS NOT INCLUDED*	

41	JUST RITE		JustRite Flammable Cabinet *CONTENTS NOT INCLUDED*	
42	EAGLE		Eagle PI-32 (40-Gallon) Flammable Cabinet *CONTENTS NOT INCLUDED*	
43	ALLTRADE		AllTrade Wall-Mounted Metal Cabinet	
44			Filter Mesh	
45	GRACO		Graco Magnum X5 Airless Paint Pump w/Spray Gun	
46			Mobile Work Station	

47	FORD	Vin: 1FDWE35L2 6DA17542	Ford E-350 Box Truck (2006)	
48			Wooden Mobile Drying Racks (Qty of 6)	
49			Metal Mobile Drying Racks (Qty of 2)	
50			Gravity Roller Conveyor (5-Sections)	
51			Double-Sided Panel Cart	
52			Moving Blankets w/ Chest	

53			Assortment of Veneer Rolls	
54	MAKITA		Makita LS1013 (10") Sliding Miter Saw w/Extension Table	
55			Saw Blades (10", (5/8" Arbor) (Qty of 6)	
56	CMT		CMT (8") Dado Saw Blade (5/8" Arbor)	
57			Assortment of Router Bits	
58			Assortment of Shaper Cutter Heads	

59			Shaper/Moulder Heads (Qty 4) w/Assortment of Knives	
60	CMT		CMT Magnetic Knife Setting Jig	
61			Misc Saw Blades (Qty 6)	
62			Gravity Roller Conveyor (2-Sections)	
63			Dollies (Qty 6)	
64			Dollies (Qty 4)	




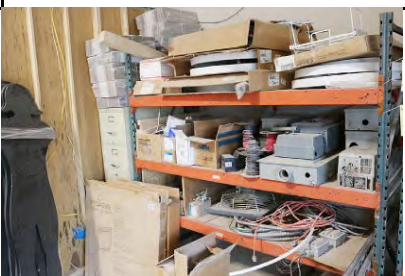


65			Tables (2) and (7) Saw Horses	
66	BINKS		Binks Pressure Pod w/ (2) Binks Spray Guns and Mobile Cart	
67	BINKS		Binks Pressure Pod w/ Binks Spray Gun and Mobile Cart	
68			Shop Cart w/ (3) Dollies	
69			Shop Cart w/ Saw Horses	
70			Shop Cart w/ Saw Horses	

71			Metal Frame Tables (Qty 3)	
72			Wooden Tables (2) w/ Misc Wooden Paint Stands	
73			Metal Frame Work Table	
74			Shop Carts (Qty 6)	
75	PHILLIPS		Phillips LED Tubes (Qty 5)	
76			Sanding Belts (44" Wide, Qty 6)	

77			HoD FastCup Suction Cups (Qty 2)	
78	RYOBI		Ryobi RE180PL1G Plunge Router, 2HP	
79	RYOBI		Ryobi Cordless Impact Gun and Drill	
80	RYOBI		Ryobi CSB125 (7.25 ") Circular Saw	
81			Pneumatic Disk Sanders (Qty 4)	
82	BOSCH		Bosch Electric Disk Sander	

83	REX		RexBeti Biscuit Jointer	
84	BOSCH		Bosch Router w/ Fixed and Plunge Base	
85	BALDOR		Baldor Motor, 5HP	
86	BOSCH		Bosch Trim Router w/ Cary Case	
87	CRAFTSMAN		Craftsman (9") Polisher/Buffer Kit	
88	TCP		TCP Global Electric Polisher	

89	TCP		Assortment of Misc. Detailing Compounds, Buffing and Polishing Pads	
90	PARALIGN		ParAlign Solid Surface Seam Clamp w/ Cary Case	
91	LUMBERLINE	3856	LumberLine LL-2-SP Laser	
92			Pipe Clamps (Qty 7)	
93			Pipe Clamps (Approx. 112 Long)	
94	RIDGID		Ridgid Flip Top Portable Supports (Qty 2)	

95			Glue Dispenser with an Assortment of Solid Surface Adhesives	
96			Misc. Hardware *RACK NOT INCLUDED*	
97			Storage Rack *CONTENTS NOT INCLUDED*	
98			Misc Electrical Hardware and More! *RACK NOT INCLUDED*	
99			Storage Rack *CONTENTS NOT INCLUDED*	
100			Assortment of Various Displays	





101			Propane Tank (Empty)	
102			Storage Rack with Abrasive Supplies, Hinges and More!	
103			Storage Racks (Qty 2) w/ Drawer Slides, Hinges and More!	
104			Storage Rack with Various Screws and More	
105			Table Saw Fence System	

Exhibit I

HEARING DATE: JULY 20, 2020 AT 9:30 A.M.
WEBEX VIRTUAL HEARING
PARTICIPANTS CONTACT COURT FOR DETAILS
INFORMATION ON PUBLIC ACCESS AVAILABLE AT WWW.COURTS.RI.GOV
BUSINESS CALENDAR

STATE OF RHODE ISLAND
WASHINGTON, SC

SUPERIOR COURT

KORY P. KEEGAN,
Petitioner,

v.

CK CUSTOM KABINETRY, INC.,
Respondent.

C.A. No. WC-2020-0198

**PETITION TO SELL ALL ASSETS FREE AND CLEAR OF LIENS AND
ENCUMBRANCES**

NOW COMES Christopher J. Fragomeni, Esq., Temporary Receiver (the “Receiver”) of CK Custom Kabinetry, Inc. (“CK Custom”) and its assets attached hereto as **Exhibit A** (the “Assets”), and hereby requests that this Court enter an order authorizing the Receiver to sell the Assets to Industrial Recovery Service, Inc. (“IRS”), pursuant to the terms of the Purchase Agreement (“Agreement”), attached hereto as **Exhibit B**, free and clear of all interests, claims, liens, and encumbrances, including, but not limited to, all statutory liens, with such liens and encumbrances to attach to the proceeds of such sale in the same priority as prior to such transfer, or as otherwise provided by applicable law. In support of this Petition to Sell, the Receiver respectfully states as follows:

1. Petitioner is the duly appointed Temporary Receiver of CK Custom and its Assets, which consist of wood working equipment used in the operation of CK Custom and which are more specifically identified in **Exhibit A**.

2. CK Custom was a custom cabinet manufacturer that operated out of a leased facility located at 1155 Victory Hwy, Oakland, RI 02858 (the “Property”). The Property is not owned by

CK Custom and is not subject to this Petition.

3. During the course of business, CK Custom purchased and financed several pieces of machinery or equipment from several lending institutions. In exchange for the financing of such machinery or equipment, CK Custom granted a security interest in such equipment or machinery to several lending institutions. Those parties with purported security interests in some or all of the Assets are listed on Exhibit C.¹

4. Ultimately, prior to the Receiver's appointment, CK Custom ceased operations. During that time, CK Custom solicited IRS to conduct an auction sale of CK Custom's Assets. In connection with that auction sale, CK Custom executed a Purchase Agreement, selling all its Assets to IRS so that the Assets could be sold at auction. In beginning the process of conducting the auction sale, IRS visited the site to inventory the Assets, divide the Assets into auction lots, photograph the Assets, stage the Assets, and coordinate the creation of an online auction, which included creating online auction lots and uploading the photographs of the Assets.

5. However, prior to the initiation of the online auction, IRS discovered that several secured parties had security interest in the Assets, which violated the provision of the Purchase Agreement that required CK Custom to ensure that the Assets were transferred to auction purchasers free and clear of any liens, claims, options, rights of third parties, and encumbrances. As a result, the online auction was never conducted, and IRS sent CK Custom a demand letter (the "Demand Letter"), requesting that CK Custom compensate IRS for CK Custom's breach of the Purchase Agreement.

6. Subsequently, Kory Kegan, the principal of CK Custom, filed a petition for the

¹ The Receiver reserves the right to challenge the sufficiency of any purported security interest or debt owed. The Receiver will make a determination as to the validity and priority of the secured parties after the secured parties submit proof of claims and prior to distributing the proceeds of the sale described herein.

appointment of a receiver of CK Custom.

7. Upon appointment, the Receiver reviewed IRS's Demand Letter and contacted IRS. In an attempt to avoid litigation arising from the claims in the Demand Letter, in the best interest of preserving the receivership estate, and given the extensive amount of work IRS had already completed and the corresponding readiness of the launch of the online auction, the Receiver and IRS negotiated the Agreement attached hereto as **Exhibit B**.

8. Although IRS is purchasing the Assets under the Purchase Agreement, the proposed sale is essentially an auction of the Assets. The relevant terms of the Agreement are that (1) IRS will purchase the Assets for a guaranteed price of \$130,000, which money is being held in escrow by IRS's attorney and will be paid to the Receiver upon (a) delivery of a Receiver's Bill of Sale for the Assets and (b) the expiration of any appeal period applicable to an order approving the Petition; (2) IRS will conduct an online auction of the Assets; (3) for every dollar that the online auction yields in excess of \$150,000 each additional dollar yielded will be split: ninety cents (\$0.90) to the Receiver and ten cents (\$0.10) to IRS; and (4) IRS will coordinate and supervise the move out or pick up of any of the Assets sold at the online auction before September 15, 2020.

9. The Receiver believes, in his business judgment, that the Purchase Agreement and sale to IRS of the Assets to conduct an online auction is in the best interest of the receivership estate and its creditors for several reasons.

10. First, the liquidation value of the Assets can be maximized now while administrative expenses remain low. Those expenses include not only the Receiver's fees and expenses, but also insurance premiums relative to the Assets, which insurance coverage has been maintained. Such insurance premiums total approximately \$13,100 annually. Furthermore, the liquidation value of the Assets will not be hindered by the process of the Receiver inventorying

and photographing the Assets, compiling a bid packet, and engaging in extensive marketing efforts when a qualified buyer is already ready, willing, and able to purchase the Assets without additional costs and with appropriate safeguards to the receivership estate that it is not selling the Assets for a non-market, non-reasonable price (i.e. the split of proceeds over \$150,000). In short, any benefits of conducting an auction anew are outweighed by the costs of what would be, in effect, a duplicative process.

11. Second, the Purchase Agreement and online auction with IRS is, in the Receiver's business judgment, the most efficient way to sell the Assets, as all the work necessary to conduct the auction—inventorying, lotting, and photographing the Assets and creating the online auction—has already occurred. Therefore, as soon as the applicable appeal period expires, the online auction can be immediately activated.

12. Third, the proposed structure of the Purchase Agreement reduces risk to the receivership estate because it proposes a guaranteed purchase price of \$130,000, in addition to the receivership estate obtaining ninety cents on every dollar of proceeds of the online auction over \$150,000. Furthermore, the Purchase Agreement provides that IRS will be responsible for the coordination and supervision of the removal of the Assets after the online auction—a time-consuming process that, if the Receiver had to handle, would increase administrative costs.

13. Fourth, it is anticipated that the Property will sell in September. As a result, if the Assets are not sold now, the receivership estate could accrue additional administrative expenses in the form of use and occupancy expenses due to the new owner of the Property.

14. Lastly, the sale of the Assets to IRS to conduct an auction avoids any potential litigation from IRS relative to the Demand Letter, which would also pose the risk of a significant increase in administrative expenses.

15. This proposed sale of the Assets is to be free and clear of all interests, claims, liens, and encumbrances, including, but not limited to, all statutory liens of any municipality, with all such interests, claims, liens, and encumbrances to attach to the proceeds of such sale in the same priority as prior to such sale, or as otherwise provided by applicable law.

16. The Receiver believes that a Notice of Hearing on the within Petition should be given to all parties who have recorded liens against the Assets at the Uniform Commercial Code Division of the Office of the Secretary of State of Rhode Island, to all municipal authorities holding statutory or other liens against the Assets, all as set forth in the attached "Schedule of Potential UCC Financing Statements, Real Estate Lien Recordings and Municipal Authorities," attached hereto as Exhibit C, to all creditors of the Assets and CK Custom known to the Receiver, to all other interested parties as set forth on Exhibit D.

17. The Receiver requests that all entities who claim an interest, lien, or encumbrance against the Assets, including, but not limited to, those parties set forth on the attached "Schedule of Potential UCC Financing Statements, Real Estate Lien Recordings and Municipal Authorities," attached as Exhibit C, with recorded UCC Financing Statements and recorded liens against the Assets, including all municipal authorities holding statutory or other liens against the Assets, be directed to execute and deliver to the Receiver, within seven (7) days of his written request, lien releases, mortgage discharges, UCC Financing Termination Statements, in the usual and customary form, and all other documents reasonably necessary to effectuate the release and discharge of such interests, claims, liens, and encumbrances, with the execution and delivery of the same to be without prejudice to or waiver of any such interests, claims, liens, or encumbrances against the sale proceeds.

18. The Receiver further seeks a declaration in the order approving the aforescribed

sale that all interests, claims, liens, and encumbrances asserted against the Assets, including, but not limited to, the interests, claims, liens, and encumbrances asserted by those parties listed on the on the “Schedule of Potential UCC Financing Statements, Real Estate Lien Recordings and Municipal Authorities,” attached hereto as **Exhibit C**, and any other interests, claims, liens, and encumbrances asserted by those parties with recorded UCC Financing Statements and recorded liens against the Assets, and all municipal authorities holding statutory liens or other claims against the Assets, be declared to be released and discharged upon consummation of the sale of the Assets.

WHEREFORE, the Receiver prays: (a) that the within Petition be set down for Hearing before this Honorable Court; (b) that the Receiver be authorized to sell the Assets, free and clear of interests, claims, liens, and encumbrances to IRS, or to any other parties which this Court deems in the best interest of creditors of the within receivership estate, upon the annexed terms and conditions, or such other terms and conditions as this Court may approve; (c) that all interests, claims, liens, and encumbrances against said Assets be transferred to the proceeds thereof in the same priority as prior to such transfer; (d) that all entities who claim an interest, lien, or encumbrance against the Assets, including, but not limited to, those parties set forth on the attached “Schedule of Potential UCC Financing Statements, Real Estate Lien Recordings and Municipal Authorities,” attached hereto as **Exhibit C**, and any other parties with recorded UCC Financing Statements and recorded liens against the Assets, be directed to execute and deliver to the Receiver, within seven (7) days of his written request, lien releases, mortgage discharges, UCC Financing Termination Statements, in the usual and customary form, and all other documents reasonably necessary to effectuate the release and discharge of such interests, claims, liens, or encumbrances, with the execution and delivery of the same to be without prejudice to or waiver of any such interests, claims, liens, or encumbrances against the sale proceeds; (e) that all interests, claims,

liens, or encumbrances, including any statutory liens or other claims against the Assets be declared, released and discharged with respect to the Assets; and (f) that the Receiver be granted such other and further relief as this Court shall deem proper.

CHRISTOPHER J. FRAGOMENI, ESQ.,
ONLY AS RECEIVER FOR CK CUSTOM
KABINETRY, INC. AND NOT
INDIVIDUALLY

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq. (9476)
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: (401) 272-1400 | F: (401) 272-1403
cfragomeni@shslawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of July, 2020, I filed and served this document through the electronic filing system. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System. I also mailed this document to all parties listed on **Exhibit C** and **Exhibit D**.

/s/ Christopher J. Fragomeni, Esq.

Exhibit A

ASSET LIST

Manufacturer	Serial #	Description
BIESSE	22454	Biesse Skill 1536GFT Flat Table CNC Router 3-Axis w/Out-Feed Table and (2016) Becker Vacuum Pump (2016)
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		Shaper/Moulder Heads (Qty 4) w/Assortment of Knives
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		Misc Saw Blades (Qty 6)
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		Dollies (Qty 6)
		Dollies (Qty 4)
		Tables (2) and (7) Saw Horses

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		Pipe Clamps (Approx. 112" Long)
RIDGID		Ridgid Flip Top Portable Supports (Qty 2)
		Glue Dispenser with an Assortment of Solid Surface Adhesives
		Misc. Hardware *RACK NOT INCLUDED*
		Storage Rack *CONTENTS NOT INCLUDED*
		Misc Electrical Hardware and More! *RACK NOT INCLUDED*
		Storage Rack *CONTENTS NOT INCLUDED*
		Assortment of Various Displays
		Propane Tank (Empty)
		Storage Rack with Abrasive Supplies, Hinges and More!
		Storage Racks (Qty 2) w/ Drawer Slides, Hinges and More!
		Storage Rack with Various Screws and More
		Table Saw Fence System

EXHIBIT B

PURCHASE AGREEMENT

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "**Agreement**") is made as of the 29th day of June 2020, by and between **CHRISTOPHER J. FRAGOMENI, ESQUIRE**, solely in his capacity as temporary receiver of **CK CUSTOM KABINETRY, INC.** with offices located at 1080 Main Street, Pawtucket, RI 02860 (hereinafter designated as "**Receiver**") and **INDUSTRIAL RECOVERY SERVICE, INC.**, a Pennsylvania corporation with offices located at 365 West Cottage Place, P.O. Box 5086, York, Pennsylvania 17405 (hereinafter designated as "**Buyer**").

BACKGROUND:

A. **CK CUSTOM KABINETRY, INC.** ("**CK Custom**") operated a manufacturing facility under the name **CK CUSTOM KABINETRY, INC.** located at 1155 Victory Highway, Oakland, RI 02858 (the "**Premises**"), which Premises is owned by **SKK PROPERTIES, LLC**, a Rhode Island limited liability company with a mailing address of 1155 Victory Highway Oakland, RI 02858 (the "**Landlord**").

B. The **RHODE ISLAND SUPERIOR COURT** (the "**Court**") entered an order appointing **CHRISTOPHER J. FRAGOMENI, ESQUIRE** as temporary receiver of the assets and business of CK Custom in the proceeding captioned as *Kory P. Keegan v. CK Custom Kabinetry, Inc.* (WC-2020-0198).

C. Subject to the approval of the Court, Receiver agrees to sell, and Buyer agrees to buy, the Assets of CK Custom as hereinafter defined in **Paragraph 1**.

D. Buyer agrees to conduct a sale of the Assets by Internet auctions or otherwise (the "**Auction**").

E. Buyer has already been to the Premises for the purpose of lotting, photographing and cataloging the Assets for the Auction, and as such, the auction is ready to activate for auction bidder participation.

F. Buyer needs to be certain that the Assets (as hereinafter defined in Paragraph 1.) are transferred to the auction purchasers (each, a "**Purchaser**" and collectively, "**Purchasers**") free and clear of all liens, claims, options, rights of third parties and encumbrances.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged and hereinafter set forth, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Sale and Purchase, and Definition, of Assets.** Subject to Court approval, the Receiver shall sell and Buyer shall purchase all of the machinery, equipment and all other personal property (collectively the "**Assets**") specifically listed, and limited to, the Assets identified by the Buyer and referred to on the attached **Schedule "A"**. Buyer has identified the Assets and Receiver has made no representation or warranty regarding the identity thereof.

- a. This Agreement specifically excludes any Assets that Buyer deems to be or contain hazardous substances. The determination of such hazardous substances shall be determined solely by Buyer. The purpose of Buyer's purchase of the Assets is to permit Buyer to conduct an On-Line Auction thereof while on the Premises controlled by Receiver.
- b. Buyer shall activate the Auction for bidder participation within two (2) business days of the expiration of the appeal period of the Court order approving the sale of the Assets as set forth herein. Buyer shall make commercially reasonable efforts to maximize the value realized for the Assets at the Auction, including by advertising and promoting the same, and Buyer shall endeavor to sell all of the Assets at the Auction.

2. **Purchase Price.** Buyer shall pay to Receiver, the **Guaranteed Purchase Price** of **ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00) USD** subject to the terms and conditions as hereinafter set forth:

a. Buyer shall wire transfer the full **Guaranteed Purchase Price (\$130,000.00) USD** to the escrow account of the law firm of **HOFFMEYER & SEMMELMAN, LLC** ("**Escrow Agent**"), immediately upon Receiver's execution of this Agreement. The full Guaranteed Purchase Price shall be immediately released to Receiver upon the following:

(1) Buyer's receipt of an order from the Court, which order authorizes the sale of all Assets to Buyer free and clear of all liens and encumbrances ("**Sale Order**"), and provides access to Premises as defined in **Paragraph 6**.

(2) Buyer's receipt of written confirmation from Receiver that Receiver has provided notice of the sale of the Assets to creditors, that the appeals period has ended and that there are no objections from creditors.

(3) Escrow Agent's receipt of an executed Bill of Sale to be held by Escrow Agent until the Guaranteed Purchase Price has been paid in full. Such Bill of Sale is attached as **Schedule "B"**.

(4) Escrow Agent's receipt of notice from Buyer that Buyer has performed an inspection of the Assets and that Buyer is satisfied with such inspection, which inspection shall occur prior to the Auction.

b. If all of the required documents indicated above in **Paragraph 2.a. (1), (2), (3) and (4)** are not received within ten weeks following the execution date of this Agreement, Buyer, in its sole discretion, has the absolute right to declare the Agreement null and void, in which event the full **Guaranteed Purchase Price (\$130,000.00) USD** shall be returned to Buyer and Buyer shall owe absolutely no obligations thereafter to Receiver.

c. After Receiver has received the Guaranteed Purchase Price of **\$130,000.00 USD**, Receiver shall not be entitled to any further sums of money or share of the Proceeds from the sale of the Assets until Buyer has received and retained from the Proceeds the sum of **\$150,000.00 USD**.

d. All Proceeds received from the sale of Assets that exceed **\$150,000.00 USD**, shall be paid **90% to Receiver and 10% to Buyer**.

f. Buyer will retain a fifteen percent (15%) "**Buyer's Premium**" generated from the sale of the Assets from the Auction, which Buyer's Premium shall be added to the "**Knock-Down Price**" (the sales price without the Buyer's Premium) and paid by the Purchasers from the Auction. The Buyer's Premium shall not decrease any Proceeds owed to the Receiver. The term "**Proceeds**" means only the actual sales price of the Assets (regardless whether such sales occur prior to, during or after the Auction), and does **NOT** include the Buyer's Premium. Buyer shall pay any Proceeds payable to Receiver under **Paragraph 2.d.** within (10) days after receipt of such Proceeds by Buyer. All currency and percentages in this Agreement are in United States currency ("**USD**"). Receiver agrees that prior to, during and after the Auction, Buyer has full authority and control over the reasonable determination of the sales price of any of the Assets being offered for sale, and whether to sell the Assets prior to, during or after the Auction. Buyer's obligation to pay Receiver its portion of the Proceeds due under **Paragraph 2.d.** is subject to Buyer's receipt of such Proceeds from the Purchasers.

3. Instruments of Conveyance and Transfer of Title. Receiver shall execute and deliver to Buyer a Receiver's Bill of Sale and such other instruments of transfer and conveyance, as will be effective to vest title to the Assets in Buyer. Receiver warrants to Buyer that it will recommend that the Court authorize the Receiver to sell the Assets free and clear of all liens, claims, options, rights of third parties and encumbrances.

a. Title to the Assets, and risk of loss, will pass to Buyer upon the payment by Escrow Agent of the Purchase Price to Receiver, except that, if Buyer requests, Receiver will transfer title to any motor vehicles directly to Purchasers, and Buyer thereafter shall maintain insurance on the Assets until such time as title thereto, and risk of loss, has passed to the Purchasers thereof.

4. Responsibilities of Receiver. Oversee the inspection of Assets (prior to Auction Closing Date) for a set of two consecutive days to be determined by Buyer before the Closing Date. Buyer shall coordinate the check out and overseeing of removal of assets after the Auction Closing Date. The term "**Closing Date**," when used with reference to the Auction, means the date that Buyer schedules the bidding for the first Asset in the Auction to end.

5. Representations, Warranties and Covenants. Each of the parties represents and warrants to the other as follows:

a. Buyer is a business entity duly formed, validly existing and in good standing under the laws of the state of its formation.

b. Each party has the power and authority to enter into, execute, deliver and perform under this Agreement; provided, however, that the Receiver's authority is subject to Court approval as set forth herein. The execution, delivery and performance of the Agreement are duly authorized by all requisite action by such party and the Agreement has been executed and delivered by such party.

c. For the purposes of advertising the auction, Receiver warrants that Buyer may use the name and logo of CK Custom in the following manner:



CK Custom Kabinetry, Inc. closes its high-end custom cabinet & architectural woodworking facility in Oakland, RI. Court-ordered auction of all woodworking machinery, equipment and other personal property.

6. **License.** Receiver hereby grants a license (the "**License**") to Buyer for unfettered access and use of the Premises on a "**no charge**" basis from date hereof through and including September 14, 2020 (the "**License Period**"), solely for Buyer's use in preparing for, conducting and concluding the Auction and/or sale of the Assets.

a. Buyer shall have access to the Premises during the License Period, unless Buyer notifies Receiver that it has completely vacated the Premises prior to that date.

b. With written consent of the Receiver, Buyer shall not be responsible for removing, and may abandon on the Premises, any of the Assets or any part thereof not desired by Buyer or any Purchaser.

c. Receiver represents and warrants to Buyer that title, possession and/or control to the Premises will not transfer to a third party, prior to the cessation of the License Period and/or any "License Period Extension" (defined in below Paragraph 7.).

d. Buyer shall cause all Purchasers of the Assets at the Auction to remove the Assets from the Premises within the License Period.

7. **Governmental Mandates.** Buyer and Receiver acknowledge and agree that, in light of the Coronavirus, it is possible that a governmental mandate may be ordered, which order may shut down certain businesses, quarantine individuals, restrict individuals from traveling or other activities, prevent or restrict access to the Premises (each a "**Shutdown**", collectively the "**Shutdowns**"). Should a Shutdown(s) occur, the parties agree as follows:

a. Receiver represents and warrants to Buyer that the License Period will be extended for a time to be mutually agreed upon by the parties ("License Period Extension").

b. Buyer and Receiver acknowledge and agree to perform and abide by their respective covenants in the Agreement (where applicable) during each License Period Extension.

8. **Costs and Expenses.** Buyer shall bear one hundred (100%) percent of the costs and expenses associated with the Auction and/or sale of the Assets; provided, however, notwithstanding the foregoing, Receiver shall provide and bear all costs and expenses in connection with:

a. Providing functional restroom facilities on the Premises until the License Period expires;

b. Providing reasonable amounts of electricity to Premises during the License Period to prepare for and conduct the sale and for the prospective Purchaser to properly view and inspect the Assets as well as to provide sufficient amounts of electricity to accommodate the removal of the Assets after the sale;

c. Providing water at the Premises during the License Period;

d. Providing heat to the Premises during the License Period; and

e. All expenses assumed by Receiver under the provisions of **Paragraph 4** hereinabove set forth.

9. **Indemnification.**

a. Buyer hereby agrees to indemnify, defend and hold Receiver harmless from and against any and all claims, notices, demands, suits, actions, proceedings, costs and/or expenses (hereinafter "Losses") arising from or out of or related to any breach by Buyer of its covenants, representations and warranties or arising from its actions hereunder.

10. **Insurance.**

a. From and after the date of this Agreement and until Buyer vacates the Premises as set forth in Paragraph 6.a., Receiver shall maintain insurance on the Assets in a commercially reasonable amount; provided, however, that from and after the date that risk of loss of the Assets passes to Buyer pursuant to Paragraph 3a, Buyer shall maintain adequate insurance on the Assets until such time as title thereto, and risk of loss, has passed to the Purchasers thereof.

b. Buyer shall maintain its normal and customary insurance for the protection of Buyer and Receiver for any damages or injuries occurring as a result of the conduct of the Auction.

c. Buyer will request a Certificate of Insurance for general liability insurance ("COI") from each Purchaser(s), or machinery movers, riggers or subcontracted removal company, before the removal of any non-hand carriable Assets or the use of a cutting tool. The COI shall name both Buyer, Receiver and the owner of the Premises as certificate holders. A copy of any COI that is received by Buyer shall be forwarded promptly to Receiver. At the time of the removal and release of the Assets from the Premises, Receiver must verify that it has received a COI from Buyer before Receiver allows a Purchaser(s), machinery mover, rigger or subcontracted removal company to begin work on the Premises for the removal of any non-hand carriable Assets or the use of a cutting tool.

11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, against receipt, or mailed by certified mail, return receipt requested, or by overnight courier such as Federal Express:

- a. If to Buyer:
Industrial Recovery Service, Inc.
365 West Cottage Place, P.O. Box 5086 York, Pennsylvania 17405
Attention: Keith Liebgott, Vice-President Phone:
Phone: (717) 849-5043 Fax: (717) 843-7826 Email: keith@irsauctions.com

With a copy, which shall not constitute notice, to:

- b. Hoffmeyer & Semmelman, LLC
30 North George Street, York, Pennsylvania 17401
Attention: William F. Hoffmeyer, Esquire
Phone: (717) 846-8846 Fax: (717) 852-8780 Email: whoffmeyer@hoffsemm.com
- c. If to Receiver:
Shechtman Halperin Savage, LLP
1080 Main Street, Pawtucket, RI 02860
Attention: Christopher J. Fragomeni, Esquire
Phone # 401-272-1400 Email cfragomeni@shslawfirm.com

12. Entire Agreement and Amendments. This Agreement contains the entire agreement and the understanding of the parties hereto with respect to the subject matter contained herein and supersedes and cancels all prior and contemporaneous agreements and understandings, oral or written, with respect hereto, and this Agreement may be amended only by a written instrument executed by each party hereto.

13. Successors and Assigns. This Agreement shall be binding upon and be for the benefit of the parties and their respective successors or assigns, provided that neither party may assign this Agreement in whole or in part without the prior written consent of the other party.

15. Time of the Essence. Time shall be of the essence with respect to the respective duties and obligations of the parties under this Agreement.

16. Enumeration and Headings. The enumeration and headings contained in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement. This Agreement may be executed and delivered by facsimile transmission or by email with attached pdf file.

18. Severability. If any provision of this Agreement is held to be invalid or unenforceable, then, to the extent that such invalidity and unenforceability shall not deprive either party of any significant benefit intended to be provided by this Agreement, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

19. **Waiver.** All rights available to either party under this Agreement or any other document delivered hereunder or in connection herewith, or allowed it by law or equity, are and shall be cumulative and may be exercised separately or concurrently and from time to time without waiver of any other remedies. No party hereto shall be deemed to have waived any right, power or privilege under this Agreement unless such waiver shall have been expressed in a written instrument signed by the waiving party. The failure of any party hereto to enforce any provision of this Agreement shall in no way be construed as a waiver of such provision or a right of such party to thereafter enforce such provision or any other provision of this Agreement.

20. **Construction.** Unless the context of this Agreement otherwise clearly requires, (a) references in this Agreement to the plural include the singular, the singular the plural, the masculine the feminine, the feminine the masculine, and the part the whole, and, (b) the word "or" will not be construed as exclusive and the word "including" will not be construed as limiting.

21. **Governing Law.** This Agreement shall be governed and construed under and in accordance with the laws of the State of Rhode Island and Providence Plantations with regard to principles of conflicts of law or any rule of interpretation or construction as to which party drafted this Agreement, except with respect to matters of law concerning the internal corporate affairs of any corporate entity that is a party to or the subject of this Agreement, the jurisdiction under which the respective entity derives its powers shall govern as to those matters of law.

22. **Casualty.** If, as a result of any casualty, whether natural or man-initiated, all or a significant portion of the Assets are damaged or destroyed prior to the passage of title thereto to the Buyer, then Buyer may declare this Agreement null and void by giving written notice to Receiver.

23. **Court Approval.** Buyer acknowledges and agrees that this Agreement is subject to the approval of the Court, and subject to the Receiver's consideration of higher or better offers from other parties. This Agreement shall only become binding upon the parties upon approval of the Court and upon such approval this this Agreement will no longer be subject to higher or better offers from other parties.

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

ATTEST:



RECEIVER

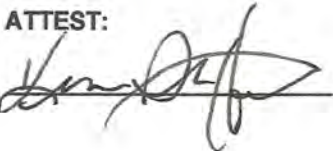


By:


Name: Christopher J. Fragomeni, Esquire

Title: Court-Appointed Receiver for CK Custom Kabinetry, Inc.

ATTEST:



INDUSTRIAL RECOVERY SERVICE, INC.



By:

Name: Keith J. Liebgott

Title: President & duly authorized signatory for this Agreement's purpose

Schedule "A"
Included Assets

Lot #	Manufacturer	Serial #	Description
1A	BIESSE	22454	Biesse Skill 1536GFT Flat Table CNC Router 3-Axis w/Out-Feed Table and (2016) Becker Vacuum Pump (2016)
1B	GORBEL SCHMALZ	524467	Gorbel Jib Crane 250lb Capacity w/ Schmalz Vacuum Lifter Head
2	BIESSE	1000010762	Biesse Spark 5.8R Edgebander w/Pre-Mill (2016)
3	TIGER STOP	1319319	TigerStop TigerSaw 1000 Optimizing Saw (2013)
4	PRO EDGE	B22591-2	Pro-Edge Technology RWS 1100R-PR (43") Wide Belt Sander (2 Head)
5	OMAL	4411	Omal Insert 900 Boring/Gluing/Dowel Insertion CNC Machine (2004)
6	GRIZZLY	5AG059	Grizzly G0524 Straight Line Rip Saw (2016)
7	TCM	A4 7M00151	TCM FCG25-3H (4,300 Lbs. Capacity) Propane Forklift w/Side Shift
8	E. P. INDUSTRIES		E.P. Industries 0028 Cold Press
9	HOLZ HER	1027/0-411 5001184	Holz-Her 1265S SuperCut Vertical Panel Saw
10	JOS POITRAS		Jos-Poitras Shaper w/ Delta (3-Roll) Power Feeder
11	GRIZZLY	445825 & 1006	Grizzly G1026 3hp Shaper (2005) w/ (3-Roll) Transpower Power Feeder
12	GRIZZLY		Grizzly G1026 Shaper w/ Grizzly (3-Roll) Power Feeder
13	MEPLA		Mepla M2500 Hinge Boring Machine
14	VEGA	662	Vega EBS6 Edge Sander
15	SAWSTOP	1164902629	SawStop 7.5hp (10") Industrial Table Saw w/T-Glide SawStop Fence System, Extension Table and Extra Brake Cartridge
16	TRI-ROUTER		Tri-Router Shaper Jig w/Delta (4-Roll) Feeder
17	RITTER	789	Ritter R903 Edge Sander
18	TAYLOR	V689	Taylor Clamp 300130 (20-Section) Clamp Carrier
19	CENTRAL MACHINERY	DT1-340-99R & DT2-322-99R	Central Machinery Model 600 & 601 Dovetail Set
20	CASTLE		Castle TSM-21 Pocket Hole Drill
21			Pinch Roller (51")
22	REES	96-3996-1751	Rees C1030-4 (4-Bag) Dust Collector
23	DUSTEK	619-DB-87F	Dustek 1000DB (3- Bag) Dust Collector, 10HP
24	KUFO	10847	Kufo UFO103B Twin-Bag Mobile Dust Collector
25A	GARDNER DENVER	U33479	Gardner Denver EBEREF (20HP) Screw Style Compressor
25B	DELTECH	HGN100A11515 06001	Deltech SPX Air Dryer
26			Storage Racking (2-Sections)
27			Assortment of Edgebanding Material w/ Cabinet and Rack
28			Storage Racking (2-Sections) *CONTENTS NOT INCLUDED*
29			Scrap MDF Particle Board and Solid Surface
30			Storage Racking (2-Sections)
31			Assortment of MDF and Particle Board (Mostly 4ft x 8ft)
32	BINKS		Binks Sames Ventilated Paint Booth
33			Large Enclosed Ventilated Paint Booth w/ Monarch Fire Suppression System
34	CA TECHNOLOGIES		C.A. Technologies Air Assist, Airless Paint Pump w/ C.A.T. Spray Gun w/ Cart
35	CA TECHNOLOGIES		C.A. Technologies Air Assist, Airless Paint Pump w/ C.A.T. Spray Gun w/ Cart
36			Paint Pressure Pod w/ Spray Gun w/ Cart
37			Cabinet with Misc. Paint Supplies
38	FLUID MANAGEMENT	03NSC8002818	Fluid Management Paint Dispenser
39			Assortment of Painting Supplies

			Cabinet *CONTENTS NOT INCLUDED*
41	JUST RITE		JustRite Flammable Cabinet *CONTENTS NOT INCLUDED*
42	EAGLE		Eagle PI-32 (40-Gallon) Flammable Cabinet *CONTENTS NOT INCLUDED*
43	ALLTRADE		AllTrade Wall-Mounted Metal Cabinet
44			Filter Mesh
45	GRACO		Graco Magnum X5 Airless Paint Pump w/Spray Gun
46			Mobile Work Station
47	FORD	Vin: 1FDWE35L26DA 17542	Ford E-350 Box Truck (2006)
48			Wooden Mobile Drying Racks (Qty of 6)
49			Metal Mobile Drying Racks (Qty of 2)
50			Gravity Roller Conveyor (5-Sections)
51			Double-Sided Panel Cart
52			Moving Blankets w/ Chest
53			Assortment of Veneer Rolls
54	MAKITA		Makita LS1013 (10") Sliding Miter Saw w/Extension Table
55			Saw Blades (10", (5/8" Arbor) (Qty of 6)
56	CMT		CMT (8") Dado Saw Blade (5/8" Arbor)
57			Assortment of Router Bits
58			Assortment of Shaper Cutter Heads
59			Shaper/Moulder Heads (Qty 4) w/Assortment of Knives
60	CMT		CMT Magnetic Knife Setting Jig
61			Misc Saw Blades (Qty 6)
62			Gravity Roller Conveyor (2-Sections)
63			Dollies (Qty 6)
64			Dollies (Qty 4)
65			Tables (2) and (7) Saw Horses
66	BINKS		Binks Pressure Pod w/ (2) Binks Spray Guns and Mobile Cart
67	BINKS		Binks Pressure Pod w/ Binks Spray Gun and Mobile Cart
68			Shop Cart w/ (3) Dollies
69			Shop Cart w/ Saw Horses
70			Shop Cart w/ Saw Horses
71			Metal Frame Tables (Qty 3)
72			Wooden Tables (2) w/ Misc Wooden Paint Stands
73			Metal Frame Work Table
74			Shop Carts (Qty 6)
75	PHILLIPS		Phillips LED Tubes (Qty 5)
76			Sanding Belts (44" Wide, Qty 6)
77			HoD FastCup Suction Cups (Qty 2)
78	RYOBI		Ryobi RE180PL1G Plunge Router, 2HP
79	RYOBI		Ryobi Cordless Impact Gun and Drill
80	RYOBI		Ryobi CSB125 (7.25 ") Circular Saw
81			Pneumatic Disk Sanders (Qty 4)
82	BOSCH		Bosch Electric Disk Sander
83	REX		RexBeti Biscuit Jointer
84	BOSCH		Bosch Router w/ Fixed and Plunge Base
85	BALDOR		Baldor Motor, 5HP
86	BOSCH		Bosch Trim Router w/ Cary Case
87	CRAFTSMAN		Craftsman (9") Polisher/Buffer Kit
88	TCP		TCP Global Electric Polisher
89	TCP		Assortment of Misc. Detailing Compounds, Buffing and Polishing Pads
90	PARALIGN		ParAlign Solid Surface Seam Clamp w/ Cary Case
91	LUMBERLINE	3856	LumberLine LL-2-SP Laser
92			Pipe Clamps (Qty 7)
93			Pipe Clamps (Approx. 112" Long)
94	RIDGID		Ridgid Flip Top Portable Supports (Qty 2)
95			Glue Dispenser with an Assortment of Solid Surface Adhesives

96			Misc. Hardware *RACK NOT INCLUDED*
97			Storage Rack *CONTENTS NOT INCLUDED*
98			Misc Electrical Hardware and More! *RACK NOT INCLUDED*
99			Storage Rack *CONTENTS NOT INCLUDED*
100			Assortment of Various Displays
101			Propane Tank (Empty)
102			Storage Rack with Abrasive Supplies, Hinges and More!
103			Storage Racks (Qty 2) w/ Drawer Slides, Hinges and More!
104			Storage Rack with Various Screws and More
105			Table Saw Fence System

Schedule "B"
RECEIVER'S BILL OF SALE

I, Christopher J. Fragomeni, Esq. ("Receiver"), in my capacity as the duly appointed Receiver of CK Custom Kabinetry, Inc. ("CK Custom"), by the authority vested in me by the attached Order of the Superior Court of the State of Rhode Island entered on the [] day of [], 2020, in the Receivership proceeding pending before that Court, docketed as *Kory P. Keegan v. CK Custom Kabinetry, Inc.* (WC-2020-0198), in consideration of One Hundred Thirty Thousand Dollars (\$130,000) paid by Industrial Recovery Service, Inc. ("Purchaser"), in addition to other compensation provided for under that certain Purchase Agreement dated as of the 29th day of June, 2020 by and between the Receiver and Purchaser, the receipt of which sum is hereby acknowledged, do hereby convey and assign to Purchaser, free and clear of all liens and encumbrances, all of my right, title and interest as said Receiver in and to all of the assets identified on **Schedule A** attached hereto, but expressly excluding and excepting therefrom the "Excluded Assets" as hereinafter defined (collectively, the "Assets").

Purchaser expressly acknowledges and agrees that the following described assets are expressly excluded from the sale contemplated herein, which assets are hereinafter referred to as "Excluded Assets": any and all cash, accounts receivable, all tax refunds of any kind or nature due and owing from any taxing authorities, pre-paid deposits, unearned insurance premiums, choses-in-action not customarily available in the trade or industry in connection with the continued business operations of CK Custom, and any all claims of any kind or nature of the Receiver or the Receivership Estate of CK Custom against any Member, officer, director, employee, or other insider of CK Custom, including but not limited to any and all claims against any such parties for breach of fiduciary duties, and any and all claims of any kind or nature against any entities or individuals relative to preferential transfers, fraudulent conveyances or breach of duty to CK Custom and/or its creditors, all employee benefit plans including, but not limited to, any retirement, health or welfare plans, all employment agreements, including any collective bargaining agreements, any and all leased equipment, machinery, or other leased assets or assets not owned by CK Custom, and the proceeds of any of the foregoing Excluded Assets. For purposes of clarity, the Assets on **Schedule A** are not Excluded Assets.

This sale is made without any representations or warranties whatsoever, including but not limited to, any representations or warranties concerning quantity, quality, durability, condition, merchantability, fitness for any purpose, or any other aspects of said Assets, and all said Assets are sold "AS IS" and "WHERE IS."

Notwithstanding anything herein to the contrary, the person executing this instrument in his representative capacity as Receiver shall not be personally liable.

Witness my hand this [] day of [], 2020.

Christopher J. Fragomeni, Esq., as and only as Receiver of CK Custom Kabinetry, Inc., and not individually

Exhibit C

**SCHEDULE OF POTENTIAL UCC FINANCING STATEMENTS, REAL ESTATE LIEN
RECORDINGS AND MUNICIPAL AUTHORITIES**

Town of Burrillville of Providence
105 Harrisville Main Street
Harrisville, RI 02830

Univest Capital, Inc.
3331 Street Road, Suite 325
Bensalem, PA 19020

Padco Financial Services, Inc.
1328 Main Street
Crete, IL 60417

Ads Group
P.O. Box 15270
Irvine, CA 92623-5270

Independence Bank
1370 South County Trail
East Greenwich, RI 02818

CHTD Company
P.O. Box 2576
Springfield, IL 62708

Wells Fargo Vendor Financial Services,
LLC
Po Box 35701
Billings, MT 59107

Amur Equipment Finance, Inc.
308 N. Locust Street Suite 100
Grand Island, NE 68801

Smart Bank
202 Advantage Place
Knoxville, TN 37922

JB&B Capital, LLC
1111 N. Northshore Drive, Suite P-270
Knoxville, TN 37919

C T Corporation System, As Representative
330 N Brand Blvd, Suite 700
Attn: SPRS
Glendale, CA 91203

National Funding, Inc.
9820 Town Centre Drive, Suite 200
San Diego, CA 92121

Corporation Service Company, As
Representative
P.O. Box 2576
Springfield, IL 62708

Blue Bridge Financial, LLC
535 Washington Street, Suite 201
Buffalo, Ny 14203

Blue Bridge Financial, LLC
c/o Ruskin Moscou Faltischek, P.C.
Attn: Ross Kartez, Esq.
East Tower, 15th Floor, 1425 RXR Plaza
Uniondale, NY 11556-1425

Ranger Direct Lending Fund Trust
2828 N. Harwood Street, Suite 1600
Dallas, Tx 75201

Biesse America Inc
Po Box 19849
Charlotte Nc 28219

EXHIBIT D

SCHEDULE OF ALL INTERESTED PARTIES

Amazon Capital Service
PO Box 035184
Seattle, WA 98124-5184

Burrillville Public Works Dept.
200 Clear River Drive
Oakland, RI 02858

CT Dept. Energy & Environment
79 Elm Street
Hartford, CT 06101-5127

AMUR Equipment Finance
308 North Locust St. Suite 100
Grand Island NE 68801

Burrillville Tax Assessor
105 Harrisville Main Street
Harrisville, RI 02830

Connecticut Saw & Tool
140 Avon Street
Stratford, CT 06615-6704

Atlantic Plywood
8 Roessler RD
Woburn MA 01801

Burrillville Tax Collector
105 Harrisville Main St.,
Harrisville, RI 02830

Fox Financial
c/o CT Corporation System
450 Veterans Memorial Parkway
Suite 7A
East Providence, RI 02914

Balboa Capital
575 Anton Blvd 12th Fl,
Costa Mesa, CA 92626

Burrillville Treasurer
105 Harrisville Main St.,
Harrisville, RI 02830

Direct Capital (CIT Bank)
c/o Brian Knox
155 Commerce Way,
Portsmouth, NH 03801

Bank of America CC
PO BOX 982238
EL PASO TX 79998-2238

Burrillville Town Clerk
105 Harrisville Main St.,
Harrisville, RI 02830

Fox Capital Group
65 BROADWAY, SUITE 804,
NEW YORK, NY 10005

Biesse America, Inc.
4110 Meadow Oak Drive
Charlotte, NC 28208

Capital One CC
PO Box 302777
Salt Lake City, UT 84130-0277

Fundbox
300 Montgomery St. Suite 900
San Francisco CA 94104

Blue Bridge Financial
2 Fountain Square 11921
Freedom Dr. Suite 1130
Reston, VA 20190

CHTD Company
P.O. Box 2576
Springfield, IL 62708

GM Financial Leasing
PO BOX 78143
Phoenix AZ 85062

Burrillville Building and Zoning
144 Harrisville Main Street
Harrisville, RI 02830

Connecticut Sec. of State
165 Capitol Ave.
Hartford, CT 06106

Grainger
78 Jefferson BLVD
Warwick RI 0288-1064

Burrillville Planning Department
Town Hall Annex
144 Harrisville Main Street
Harrisville, RI 02830

Connecticut Dept. of Treasury
165 Capitol Ave, Second Floor
Hartford, CT 06106

Hafele
3901 Cheyenne Drive PO BOX
4000 Archdale NC 27263

Home Depot CC
PO BOX 9001030
Louisville KY 40290-1030

Kabbage
P.O. Box 77081,
Atlanta, GA 30357

National Grid-Credit Collections
300 Erie Blvd W.
Syracuse, NY 13202

Independence Bank
1370 S County Trail,
East Greenwich, RI 02818

Koopman Lumber
12 Douglas St.
Uxbridge MA 01569

Oakville-Mapleville Fire Dept.
46 Oakland School St.
Oakland, RI 02858

Industrial Recovery Service
30 North George Street
York, PA 17401

L & R Sales
1040 SOUTHBRIDGE ST UNIT 1
WORCESTER, MA 01610

Oakland Office of Tax Collector
46A Oakland School St.
Oakland, RI 02858

Internal Revenue Service
PO Box 802503
Cincinnati, OH 45280-2502

Leasing Resources
18315 Invergordon Lane
CORNELIUS, NC 28031

Padco Financial Services
1328 Main St.
Crete IL 60417

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

Machinery Max
1905 Ste 110 N Macarthur Dr.
Tracy, CA 95376

Paraco Gas
46 Depot St.
Uxbridge, MA 01569

IRS-Julie Sweeney
JFK Federal Building
P.O. Box 9112, Mail Stop 20800
Boston, MA 02203

Mazda Capital Services
PO Box 78058
Phoenix AZ 85062-8058

Prime Plywood and Panel
24 Parkside Ave
West Springfield, MA 01089

Internal Revenue Service
Raymond Glass
60 Quaker Ln.
West Warwick, RI 02886

National Funding
9820 Towne Centre Dr.
San Diego, California 92121

RI Dept of Labor & Training
1511 Pontiac Ave
Cranston, RI 02920

JB & B Capital
1111 Northshore Dr., Suite P-270
Knoxville, TN 37919

National Grid
PO Box 11739
Newark, NJ 07101-4739

RI Division of Taxation
One Capitol Hill
Providence, RI 02920

Burrillville Police Department
1477 Victory Hwy.
PO Box 231
Burrillville, RI 02830

Connecticut Dept. of Labor
200 Folly Brook Blvd.
Wethersfield, CT 06109

RI Secretary of State
148 W. River Street
Providence, RI 02903

Highland Hardwood
PO Box 426
Kingston, NH 03848

Swift Financial
3505 Silverside Road
Wilmington, DE 09810

RI Dept. of Environmental
Mgt
235 Promenade Street, 2nd
floor
Providence, RI 02908

Kory Keegan
7 Island View Terrace
Thompson, CT 06277

Rite Glass
23 Elbow Street
Woonsocket, RI 02895

Wurth Baer Supply
909 Forest Edge Drive
Vernon Hills, IL 60061

Robert Bury Panels
1 Mill Pond Road
Walpole, MA 02081

Gregory C. Logue, Esquire
Woolf McClane
P.O. Box 900
Knoxville, TN 37901-0900

Staples
PO Box 660409
Dallas TX 75266-0409

Univest Capital
654 Amherst Rd. Suite 331
Sunderland MA 01375

Verizon
PO Box 4842
Trenton NJ 08650-4842

Waste Management
26 Patriot Place
Foxborough MA 02035

Wells Fargo
PO BOX 70241
Philadelphia PA 19176-0241

P.O. Box 15270
Irvine, CA 92623-5270

Bank of America Credit Card
P.O. Box 15019
Wilmington, DE 19886-5019

Biesse America, Inc
P.O. Box 19849
Charlotte, NC 28219

Blue Bridge Financial, LLC
c/o Ranger Direct Lending Fund
Trust
535 Washington St., Suite 201
Buffalo, NY 14203

Capital One
P.O. Box 30285
Salt Lake City, UT 84130-0287

Corporation Service Company
P.O. Box 2576
Springfield, IL 62708

CT Corporation System
Attn: SPRS
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Home Depot Credit Services
P.O. Box 9001010
Louisville, KY 40290-1010

Kabbage
925B Peachtree Street NE
Suite 1688
Atlanta, GA 30309

Lowe's Credit Card
P.O. Box 530914
Atlanta, GA 30353-0914

Smart Bank
202 Advantage Place
Knoxville, TN 37922

Univest Capital Inc.
3331 ST Road, Suite 325
Bensalem, PA 19020

Wells Fargo Vendor Financial
Services, LLC
P.O. Box 35701
Billings, MT 59107

Exhibit J

STATE OF RHODE ISLAND
WASHINGTON, SC

SUPERIOR COURT

KORY P. KEEGAN,
Petitioner,

v.

CK CUSTOM KABINETRY, INC.,
Respondent.

C.A. No. WC-2020-0198

ORDER

The above-captioned matter came before the Honorable Richard A. Licht on July 20, 2020 on Temporary Receiver Christopher Fragomeni, Esq.'s ("Receiver") petition to sell ("Petition") all the assets as described in the Petition ("Assets") of CK Custom Kabinetry, Inc. ("CK Custom") free and clear from any liens and encumbrances. After hearing, and without any objection, it is hereby

ORDERED, ADJUDGED, AND DECREED

1. That due and timely notice of the Petition has been given to all parties who have recorded liens or security interests in the Assets at the Uniform Commercial Code Division of the Office of the Secretary of State for the State of Rhode Island, as set forth on the Schedule of UCC Financing Statements and Real Estate Lien Recordings annexed to the Petition and hereby incorporated herein, and to all other interested parties, including the Town of Burrillville, as set forth in the Petition and the Affidavit of Notice filed by the Receiver relative to said Petition.

2. The Court finds that the sale herein is made in good faith by all parties involved in the transaction, is commercially reasonable, and is in the best interest of the receivership estate ("Estate") and its creditors.

3. That the Receiver is hereby authorized to sell the Assets free and clear of all interests, claims, liens, and encumbrances, including, but not limited to, all statutory liens and claims of the Town of Burrillville, to Industrial Recovery Service, Inc. ("IRS"), or its nominee, upon the terms and conditions as set forth in the Purchase Agreement attached as **Exhibit B** to the Petition ("Purchase Agreement") and incorporated herein.

4. That the Purchase Agreement is approved, and the Receiver's execution of the Purchase Agreement is approved, ratified, and confirmed.

5. All interests, claims, liens, and encumbrances against the Assets, including, but not limited to, all statutory liens or other claims of the Town of Burrillville and all other municipal authorities, are hereby transferred to the proceeds of the sale contemplated herein in the same priority as prior to such transfer.

6. The Receiver is authorized to execute and deliver a Receiver's Bill of Sale conveying all of his right, title, and interest as Receiver in and to the Assets, free and clear of all interests, claims, liens, and encumbrances, including, but not limited to, all statutory and other claims of the Town of Burrillville, to IRS, or its nominee, upon the terms and conditions set forth in this Order and the Purchase Agreement, and to take all other measures reasonably necessary to effectuate the within authorized sale.

7. That all parties who claim an interest, lien, or encumbrance against the Assets, including, but not limited to, those parties set forth on the Schedule of UCC Financing Statements and Real Estate Lien Recordings annexed to the Petition, including the Town of Burrillville and all other municipal authorities, are hereby directed to execute and deliver to the Receiver, within seven (7) days of his written request, mortgage discharges, lien releases, tax lien discharges, UCC Financing Termination Statements, and any and all other documents necessary to evidence the

release and discharge of such interests, claims, liens, or encumbrances against the Assets, as the Receiver may determine in his sole discretion to be necessary. The execution and delivery of the same shall be without prejudice to or waiver of any and all rights, claims, and interests of such parties against the sale proceeds from the sale of the Assets. Failure to receive lien releases, mortgage discharge(s), UCC Financing Termination Statements and any and all liens of encumbrance shall not impair the free and clear nature of the title authorized to be conveyed hereby. Moreover, to the extent that any party fails to provide the Receiver with any requested lien release, mortgage discharge, and/or UCC Termination Statement within seven (7) days of the Receiver's request then, the Receiver is hereby authorized and directed to execute and record said lien release, mortgage discharge, and/or UCC Termination Statement, the recording of which shall forever discharge any such lien, mortgage, claim, or encumbrance.

8. That all interests, claims, liens, and encumbrances asserted against the Assets, including, but not limited to, the interests, claims, liens and encumbrances asserted by those parties listed on the Schedule of UCC Financing Statements and Real Estate Lien Recordings annexed to the Petition, including the Town of Burrillville and all other municipal authorities, are hereby declared to be released and discharged with respect to the Petition upon consummation of the aforesaid sale.

9. That the Receiver's actions relative to the within described sale are hereby approved, ratified, and confirmed.

ENTERED as an Order of this Court this 30th day of July 2020.

ENTERED:



Licht, J. Richard Licht
Date: Associate Justice

BY ORDER:



Michael C. Rampone
Deputy Clerk, Superior Court
Date: Deputy Clerk

Presented by:

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq. (#9476)
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: (401) 272-1400 | F: (401) 272-1403
cfragomeni@shslawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of July, 2020, I filed and served this document through the electronic filing system. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Christopher J. Fragomeni, Esq.

Exhibit K



Settlement for: CK Custom Cabinetry, Inc.
Auction: CK Custom Cabinetry, Inc. (Sep 9, 2020)
Report Date: 9/29/2020
Type of Settlement: Purchase with Seller Participation

Lot #	Asset Sold	Serial #	Selling Price	Date Paid
1A	Biesse Skill 1536GFT Flat Table CNC Router 3-Axis w/Out-Feed Table and (2016) Becker Vacuum Pump (2016)	22454	\$51,500.00	9/17/20
1B	Gorbel Jib Crane 250lb Capacity w/ Schmalz Vacuum Lifter Head	524467	\$6,750.00	9/17/20
2	Biesse Spark 5.8R Edgebander w/Pre-Mill (2016)	1000010762	\$18,955.00	9/17/20
3	TigerStop TigerSaw 1000 Optimizing Saw (2013)	1319319	\$20,100.00	9/17/20
4	Pro-Edge Technology RWS 1100R-PR (2-Head, 43") Wide Belt Sander (2016)	B22591-2	\$15,000.00	9/17/20
5	Omal Insert 900 Boring/Gluing/Dowel Insertion CNC Machine (2004)	4411	\$8,850.00	9/17/20
6	Grizzly G0524 Straight Line Rip Saw (2016)	5AG059	\$5,800.00	9/17/20
7	TCM FCG25-3H (4,300 Lbs. Capacity) Propane Forklift w/Side Shift	A4 7M00151	\$3,905.00	9/17/20
8	E.P. Industries 0028 Cold Press		\$8,911.00	9/17/20
9	Holz-Her 1265S SuperCut Vertical Panel Saw	1027/0-411 5001184	\$4,500.00	9/17/20
10	Jos-Poitras Shaper w/ Delta (3-Roll) Power Feeder		\$628.00	9/17/20
11	Grizzly G1026 3hp Shaper (2005) w/ (3-Roll) Transpower Power Feeder	445825 & 1006	\$900.00	9/17/20
13	Mepla M2500 Hinge Boring Machine		\$1,075.00	9/17/20
14	Vega EBS6 Edge Sander	662	\$675.00	9/17/20
15	SawStop 7.5hp (10") Industrial Table Saw w/T-Glide SawStop Fence System, Extension Table and Extra Brake Cartridge	1164902629	\$2,925.00	9/17/20
16	Tri-Router Shaper Jig w/Delta (4-Roll) Feeder		\$475.00	9/17/20
17	Ritter R903 Edge Sander	789	\$475.00	9/17/20
18	Taylor Clamp 300130 (20-Section) Clamp Carrier	V689	\$4,600.00	9/17/20
19	Central Machinery Model 600 & 601 Dovetail Set	DT1-340-99R & DT2-322-99R	\$3,561.00	9/17/20
20	Castle TSM-21 Pocket Hole Drill		\$1,575.00	9/17/20
21	Pinch Roller (51")		\$800.00	9/17/20
22	Rees C1030-4 (4-Bag) Dust Collector	96-3996-1751	\$800.00	9/17/20
23	Dustek 1000DB (3- Bag) Dust Collector, 10HP	619-DB-87F	\$1,075.00	9/17/20
24	Kufo UFO103B Twin-Bag Mobile Dust Collector	010847	\$375.00	9/17/20
25	Bulk Bid of Gardner Denver EBEREF (20HP) Screw Style Compressor and Deltech SPX Air Dryer ? Consisting of Lot #25A and Lot #25B	U33479 & HGN100A1151506001	\$3,150.00	9/17/20
26	Storage Racking (2-Sections)		\$275.00	9/28/20
27	Assortment of Edgebanding Material w/ Cabinet and Rack		\$50.00	9/17/20
28	Storage Racking (2-Sections) *CONTENTS NOT INCLUDED*		\$25.00	9/17/20
29	Scrap MDF Particle Board and Solid Surface		\$90.00	9/17/20
30	Storage Racking (2-Sections)		\$110.00	9/17/20
31	Assortment of MDF and Particle Board (Mostly 4ft x 8ft)		\$200.00	9/17/20
32	Binks Sames Ventilated Paint Booth		\$900.00	9/17/20
33	Large Enclosed Ventilated Paint Booth w/ Monarch Fire Suppression System		\$1,100.00	9/17/20
34	C.A. Technologies Air Assist, Airless Paint Pump w/ C.A.T. Spray Gun w/ Cart		\$525.00	9/17/20
35	C.A. Technologies Air Assist, Airless Paint Pump w/ C.A.T. Spray Gun w/ Cart		\$500.00	9/17/20
36	Paint Pressure Pod w/ Spray Gun w/ Cart		\$30.00	9/17/20
38	Fluid Management Paint Dispenser	03NSC8002818	\$400.00	9/17/20
39	Assortment of Painting Supplies		\$35.00	9/17/20
41	JustRite Flammable Cabinet *CONTENTS NOT INCLUDED*		\$600.00	9/17/20
42	Eagle PI-32 (40-Gallon) Flammable Cabinet *CONTENTS NOT INCLUDED*		\$195.00	9/17/20
45	Graco Magnum X5 Airless Paint Pump w/Spray Gun		\$25.00	9/17/20
46	Mobile Work Station		\$10.00	9/17/20
47	Ford E-350 Box Truck (2006)	Vin: 1FDWE35L26DA17542	\$3,600.00	9/17/20
48	Wooden Mobile Drying Racks (Qty of 6)		\$130.00	9/28/20
49	Metal Mobile Drying Racks (Qty of 2)		\$400.00	9/17/20
50	Gravity Roller Conveyor (5-Sections)		\$65.00	9/28/20
51	Double-Sided Panel Cart		\$15.00	9/28/20
52	Moving Blankets w/ Chest		\$45.00	9/17/20
53	Assortment of Veneer Rolls		\$45.00	9/17/20
54	Makita LS1013 (10") Sliding Miter Saw w/Extension Table		\$100.00	9/17/20
55	Saw Blades (10", (5/8" Arbor) (Qty of 6)		\$113.00	9/28/20

56	250 RPM Dado Saw Blade (5/8" Arbor)		\$30.00	9/17/20
57	Assortment of Router Bits		\$260.00	9/17/20
58	Assortment of Shaper Cutter Heads		\$352.00	9/17/20
59	Shaper/Moulder Heads (Qty 4) w/Assortment of Knives		\$277.00	9/17/20
60	CMT Magnetic Knife Setting Jig		\$75.00	9/28/20
61	Misc Saw Blades (Qty 6)		\$25.00	9/17/20
62	Gravity Roller Conveyor (2-Sections)		\$57.00	9/17/20
63	Dollies (Qty 6)		\$60.00	9/28/20
64	Dollies (Qty 4)		\$60.00	9/28/20
65	Tables (2) and (7) Saw Horses		\$5.00	9/17/20
66	Binks Pressure Pod w/ (2) Binks Spray Guns and Mobile Cart		\$110.00	9/28/20
67	Binks Pressure Pod w/ Binks Spray Gun and Mobile Cart		\$85.00	9/28/20
68	Shop Cart w/ (3) Dollies		\$20.00	9/28/20
69	Shop Cart w/ Saw Horses		\$46.00	9/17/20
70	Shop Cart w/ Saw Horses		\$30.00	9/17/20
71	Metal Frame Tables (Qty 3)		\$15.00	9/17/20
73	Metal Frame Work Table		\$40.00	9/28/20
74	Shop Carts (Qty 6)		\$160.00	9/28/20
77	HoD FastCup Suction Cups (Qty 2)		\$40.00	9/17/20
78	Ryobi RE180PL1G Plunge Router, 2HP		\$61.00	9/17/20
79	Ryobi Cordless Impact Gun and Drill		\$10.00	9/28/20
80	Ryobi CSB125 (7.25 ") Circular Saw		\$10.00	9/17/20
81	Pneumatic Disk Sanders (Qty 4)		\$70.00	9/17/20
82	Bosch Electric Disk Sander		\$20.00	9/17/20
83	RexBeti Biscuit Jointer		\$40.00	9/17/20
84	Bosch Router w/ Fixed and Plunge Base		\$101.00	9/17/20
85	Baldor Motor, 5HP		\$20.00	9/17/20
86	Bosch Trim Router w/ Cary Case		\$75.00	9/17/20
87	Craftsman (9") Polisher/Buffer Kit		\$20.00	9/17/20
88	TCP Global Electric Polisher		\$70.00	9/28/20
89	Assortment of Misc. Detailing Compounds, Buffing and Polishing Pads		\$20.00	9/17/20
90	ParAlign Solid Surface Seam Clamp w/ Cary Case		\$260.00	9/17/20
91	LumberLine LL-2-SP Laser	3856	\$80.00	9/17/20
92	Pipe Clamps (Qty 7)		\$50.00	9/17/20
93	Pipe Clamps (Approx. 112? Long)		\$110.00	9/28/20
94	Ridgid Flip Top Portable Supports (Qty 2)		\$20.00	9/17/20
95	Glue Dispenser with an Assortment of Solid Surface Adhesives		\$100.00	9/17/20
96	Misc. Hardware *RACK NOT INCLUDED*		\$10.00	9/17/20
97	Storage Rack *CONTENTS NOT INCLUDED*		\$50.00	9/17/20
98	Misc Electrical Hardware and More! *RACK NOT INCLUDED*		\$126.00	9/17/20
99	Storage Rack *CONTENTS NOT INCLUDED*		\$50.00	9/17/20
100	Assortment of Various Displays		\$10.00	9/17/20
101	Propane Tank (Empty)		\$30.00	9/17/20
102	Storage Rack with Abrasive Supplies, Hinges and More!		\$450.00	9/17/20
103	Storage Racks (Qty 2) w/ Drawer Slides, Hinges and More!		\$490.00	9/17/20
104	Storage Rack with Various Screws and More		\$360.00	9/17/20
105	Table Saw Fence System		\$70.00	9/17/20

Sales Collected to Date: \$181,473.00

Guarantee Purchase Price: \$130,000.00

Total Proceeds above Guaranteed Purchase Price: \$158,325.70

SETTLEMENT SUMMARY

Auction Proceeds	Range	Distributed Per Contract	% Seller	Amount Paid	Method	Date Paid
\$130,000.00	Guarantee (\$130,000)	\$130,000.00	100%	\$130,000.00	WIRE	7/7/2020
	<i>Paid to CK Custom Kabinetry, Inc. (Guarantee Payment)</i>			\$130,000.00	WIRE	7/7/2020
\$150,000.00	Retained (to \$150,000)	\$20,000.00	0%	\$0.00		
\$180,075.00	\$150,000 +	\$30,075.00	90%	\$27,067.50		
\$180,075.00		\$50,075.00		\$27,067.50	WIRE	9/17/2020
\$181,473.00	\$150,000 +	\$1,398.00	90%	\$1,258.20	WIRE	9/28/2020
Totals:		\$181,473.00		\$158,325.70		

Exhibit L

CK Custom Kabinetry, Inc.
 Distribution Calculation

Asset Lot Number	Auction Selling Price	Total Auction Proceeds	Percent of Auction Proceeds	Auction Costs	Pro rata auction costs	Net auction proceeds	Administrative Fees (including Administrative Reserve)	Percent of Administrative Fees	Pro rata Administrative Fees	Net Proceeds for Distribution
1A	\$51,500.00	\$181,673.00	28.35%	\$23,147.30	\$6,561.71	\$44,938.29	\$25,282.50	28.35%	\$7,166.99	\$37,771.30
1B	\$6,750.00	\$181,673.00	3.72%	\$23,147.30	\$860.03	\$5,889.97	\$25,282.50	3.72%	\$939.36	\$4,950.61
2	\$18,955.00	\$181,673.00	10.43%	\$23,147.30	\$2,415.09	\$16,539.91	\$25,282.50	10.43%	\$2,637.87	\$13,902.04
3	\$20,100.00	\$181,673.00	11.06%	\$23,147.30	\$2,560.98	\$17,539.02	\$25,282.50	11.06%	\$2,797.21	\$14,741.81
4	\$15,000.00	\$181,673.00	8.26%	\$23,147.30	\$1,911.18	\$13,088.82	\$25,282.50	8.26%	\$2,087.47	\$11,001.35
5	\$8,850.00	\$181,673.00	4.87%	\$23,147.30	\$1,127.60	\$7,722.40	\$25,282.50	4.87%	\$1,231.61	\$6,490.80
6	\$5,800.00	\$181,673.00	3.19%	\$23,147.30	\$738.99	\$5,061.01	\$25,282.50	3.19%	\$807.16	\$4,253.85
7	\$3,905.00	\$181,673.00	2.15%	\$23,147.30	\$497.54	\$3,407.46	\$25,282.50	2.15%	\$543.44	\$2,864.02
8	\$8,911.00	\$181,673.00	4.90%	\$23,147.30	\$1,135.37	\$7,775.63	\$25,282.50	4.90%	\$1,240.10	\$6,535.53
9	\$4,500.00	\$181,673.00	2.48%	\$23,147.30	\$573.35	\$3,926.65	\$25,282.50	2.48%	\$626.24	\$3,300.40
10	\$628.00	\$181,673.00	0.35%	\$23,147.30	\$80.01	\$547.99	\$25,282.50	0.35%	\$87.40	\$460.59
11	\$900.00	\$181,673.00	0.50%	\$23,147.30	\$114.67	\$785.33	\$25,282.50	0.50%	\$125.25	\$660.08
12	\$200.00	\$181,673.00	0.11%	\$23,147.30	\$25.48	\$174.52	\$25,282.50	0.11%	\$27.83	\$146.68
13	\$1,075.00	\$181,673.00	0.59%	\$23,147.30	\$136.97	\$938.03	\$25,282.50	0.59%	\$149.60	\$788.43
14	\$675.00	\$181,673.00	0.37%	\$23,147.30	\$86.00	\$589.00	\$25,282.50	0.37%	\$93.94	\$495.06
15	\$2,925.00	\$181,673.00	1.61%	\$23,147.30	\$372.68	\$2,552.32	\$25,282.50	1.61%	\$407.06	\$2,145.26
16	\$475.00	\$181,673.00	0.26%	\$23,147.30	\$60.52	\$414.48	\$25,282.50	0.26%	\$66.10	\$348.38
17	\$475.00	\$181,673.00	0.26%	\$23,147.30	\$60.52	\$414.48	\$25,282.50	0.26%	\$66.10	\$348.38
18	\$4,600.00	\$181,673.00	2.53%	\$23,147.30	\$586.09	\$4,013.91	\$25,282.50	2.53%	\$640.16	\$3,373.75
19	\$3,561.00	\$181,673.00	1.96%	\$23,147.30	\$453.71	\$3,107.29	\$25,282.50	1.96%	\$495.57	\$2,611.72
20	\$1,575.00	\$181,673.00	0.87%	\$23,147.30	\$200.67	\$1,374.33	\$25,282.50	0.87%	\$219.18	\$1,155.14
21	\$800.00	\$181,673.00	0.44%	\$23,147.30	\$101.93	\$698.07	\$25,282.50	0.44%	\$111.33	\$586.74
22	\$800.00	\$181,673.00	0.44%	\$23,147.30	\$101.93	\$698.07	\$25,282.50	0.44%	\$111.33	\$586.74
23	\$1,075.00	\$181,673.00	0.59%	\$23,147.30	\$136.97	\$938.03	\$25,282.50	0.59%	\$149.60	\$788.43
24	\$375.00	\$181,673.00	0.21%	\$23,147.30	\$47.78	\$327.22	\$25,282.50	0.21%	\$52.19	\$275.03
25	\$3,150.00	\$181,673.00	1.73%	\$23,147.30	\$401.35	\$2,748.65	\$25,282.50	1.73%	\$438.37	\$2,310.28
26	\$275.00	\$181,673.00	0.15%	\$23,147.30	\$35.04	\$239.96	\$25,282.50	0.15%	\$38.27	\$201.69
27	\$50.00	\$181,673.00	0.03%	\$23,147.30	\$6.37	\$43.63	\$25,282.50	0.03%	\$6.96	\$36.67
28	\$25.00	\$181,673.00	0.01%	\$23,147.30	\$3.19	\$21.81	\$25,282.50	0.01%	\$3.48	\$18.34
29	\$90.00	\$181,673.00	0.05%	\$23,147.30	\$11.47	\$78.53	\$25,282.50	0.05%	\$12.52	\$66.01
30	\$110.00	\$181,673.00	0.06%	\$23,147.30	\$14.02	\$95.98	\$25,282.50	0.06%	\$15.31	\$80.68
31	\$200.00	\$181,673.00	0.11%	\$23,147.30	\$25.48	\$174.52	\$25,282.50	0.11%	\$27.83	\$146.68
32	\$900.00	\$181,673.00	0.50%	\$23,147.30	\$114.67	\$785.33	\$25,282.50	0.50%	\$125.25	\$660.08
33	\$1,100.00	\$181,673.00	0.61%	\$23,147.30	\$140.15	\$959.85	\$25,282.50	0.61%	\$153.08	\$806.77
34	\$525.00	\$181,673.00	0.29%	\$23,147.30	\$66.89	\$458.11	\$25,282.50	0.29%	\$73.06	\$385.05
35	\$500.00	\$181,673.00	0.28%	\$23,147.30	\$63.71	\$436.29	\$25,282.50	0.28%	\$69.58	\$366.71
36	\$30.00	\$181,673.00	0.02%	\$23,147.30	\$3.82	\$26.18	\$25,282.50	0.02%	\$4.17	\$22.00
38	\$400.00	\$181,673.00	0.22%	\$23,147.30	\$50.96	\$349.04	\$25,282.50	0.22%	\$55.67	\$293.37

39	\$35.00	\$181,673.00	0.02%	\$23,147.30	\$4.46	\$30.54	\$25,282.50	0.02%	\$4.87	\$25.67
41	\$600.00	\$181,673.00	0.33%	\$23,147.30	\$76.45	\$523.55	\$25,282.50	0.33%	\$83.50	\$440.05
42	\$195.00	\$181,673.00	0.11%	\$23,147.30	\$24.85	\$170.15	\$25,282.50	0.11%	\$27.14	\$143.02
45	\$25.00	\$181,673.00	0.01%	\$23,147.30	\$3.19	\$21.81	\$25,282.50	0.01%	\$3.48	\$18.34
46	\$10.00	\$181,673.00	0.01%	\$23,147.30	\$1.27	\$8.73	\$25,282.50	0.01%	\$1.39	\$7.33
47	\$3,600.00	\$181,673.00	1.98%	\$23,147.30	\$458.68	\$3,141.32	\$25,282.50	1.98%	\$500.99	\$2,640.32
48	\$130.00	\$181,673.00	0.07%	\$23,147.30	\$16.56	\$113.44	\$25,282.50	0.07%	\$18.09	\$95.35
49	\$400.00	\$181,673.00	0.22%	\$23,147.30	\$50.96	\$349.04	\$25,282.50	0.22%	\$55.67	\$293.37
50	\$65.00	\$181,673.00	0.04%	\$23,147.30	\$8.28	\$56.72	\$25,282.50	0.04%	\$9.05	\$47.67
51	\$15.00	\$181,673.00	0.01%	\$23,147.30	\$1.91	\$13.09	\$25,282.50	0.01%	\$2.09	\$11.00
52	\$45.00	\$181,673.00	0.02%	\$23,147.30	\$5.73	\$39.27	\$25,282.50	0.02%	\$6.26	\$33.00
53	\$45.00	\$181,673.00	0.02%	\$23,147.30	\$5.73	\$39.27	\$25,282.50	0.02%	\$6.26	\$33.00
54	\$100.00	\$181,673.00	0.06%	\$23,147.30	\$12.74	\$87.26	\$25,282.50	0.06%	\$13.92	\$73.34
55	\$113.00	\$181,673.00	0.06%	\$23,147.30	\$14.40	\$98.60	\$25,282.50	0.06%	\$15.73	\$82.88
56	\$30.00	\$181,673.00	0.02%	\$23,147.30	\$3.82	\$26.18	\$25,282.50	0.02%	\$4.17	\$22.00
57	\$260.00	\$181,673.00	0.14%	\$23,147.30	\$33.13	\$226.87	\$25,282.50	0.14%	\$36.18	\$190.69
58	\$352.00	\$181,673.00	0.19%	\$23,147.30	\$44.85	\$307.15	\$25,282.50	0.19%	\$48.99	\$258.16
59	\$277.00	\$181,673.00	0.15%	\$23,147.30	\$35.29	\$241.71	\$25,282.50	0.15%	\$38.55	\$203.16
60	\$75.00	\$181,673.00	0.04%	\$23,147.30	\$9.56	\$65.44	\$25,282.50	0.04%	\$10.44	\$55.01
61	\$25.00	\$181,673.00	0.01%	\$23,147.30	\$3.19	\$21.81	\$25,282.50	0.01%	\$3.48	\$18.34
62	\$57.00	\$181,673.00	0.03%	\$23,147.30	\$7.26	\$49.74	\$25,282.50	0.03%	\$7.93	\$41.81
63	\$60.00	\$181,673.00	0.03%	\$23,147.30	\$7.64	\$52.36	\$25,282.50	0.03%	\$8.35	\$44.01
64	\$60.00	\$181,673.00	0.03%	\$23,147.30	\$7.64	\$52.36	\$25,282.50	0.03%	\$8.35	\$44.01
65	\$5.00	\$181,673.00	0.00%	\$23,147.30	\$0.64	\$4.36	\$25,282.50	0.00%	\$0.70	\$3.67
66	\$110.00	\$181,673.00	0.06%	\$23,147.30	\$14.02	\$95.98	\$25,282.50	0.06%	\$15.31	\$80.68
67	\$85.00	\$181,673.00	0.05%	\$23,147.30	\$10.83	\$74.17	\$25,282.50	0.05%	\$11.83	\$62.34
68	\$20.00	\$181,673.00	0.01%	\$23,147.30	\$2.55	\$17.45	\$25,282.50	0.01%	\$2.78	\$14.67
69	\$46.00	\$181,673.00	0.03%	\$23,147.30	\$5.86	\$40.14	\$25,282.50	0.03%	\$6.40	\$33.74
70	\$30.00	\$181,673.00	0.02%	\$23,147.30	\$3.82	\$26.18	\$25,282.50	0.02%	\$4.17	\$22.00
71	\$15.00	\$181,673.00	0.01%	\$23,147.30	\$1.91	\$13.09	\$25,282.50	0.01%	\$2.09	\$11.00
73	\$40.00	\$181,673.00	0.02%	\$23,147.30	\$5.10	\$34.90	\$25,282.50	0.02%	\$5.57	\$29.34
74	\$160.00	\$181,673.00	0.09%	\$23,147.30	\$20.39	\$139.61	\$25,282.50	0.09%	\$22.27	\$117.35
77	\$40.00	\$181,673.00	0.02%	\$23,147.30	\$5.10	\$34.90	\$25,282.50	0.02%	\$5.57	\$29.34
78	\$61.00	\$181,673.00	0.03%	\$23,147.30	\$7.77	\$53.23	\$25,282.50	0.03%	\$8.49	\$44.74
79	\$10.00	\$181,673.00	0.01%	\$23,147.30	\$1.27	\$8.73	\$25,282.50	0.01%	\$1.39	\$7.33
80	\$10.00	\$181,673.00	0.01%	\$23,147.30	\$1.27	\$8.73	\$25,282.50	0.01%	\$1.39	\$7.33
81	\$70.00	\$181,673.00	0.04%	\$23,147.30	\$8.92	\$61.08	\$25,282.50	0.04%	\$9.74	\$51.34
82	\$20.00	\$181,673.00	0.01%	\$23,147.30	\$2.55	\$17.45	\$25,282.50	0.01%	\$2.78	\$14.67
83	\$40.00	\$181,673.00	0.02%	\$23,147.30	\$5.10	\$34.90	\$25,282.50	0.02%	\$5.57	\$29.34
84	\$101.00	\$181,673.00	0.06%	\$23,147.30	\$12.87	\$88.13	\$25,282.50	0.06%	\$14.06	\$74.08
85	\$20.00	\$181,673.00	0.01%	\$23,147.30	\$2.55	\$17.45	\$25,282.50	0.01%	\$2.78	\$14.67
86	\$75.00	\$181,673.00	0.04%	\$23,147.30	\$9.56	\$65.44	\$25,282.50	0.04%	\$10.44	\$55.01
87	\$20.00	\$181,673.00	0.01%	\$23,147.30	\$2.55	\$17.45	\$25,282.50	0.01%	\$2.78	\$14.67
88	\$70.00	\$181,673.00	0.04%	\$23,147.30	\$8.92	\$61.08	\$25,282.50	0.04%	\$9.74	\$51.34
89	\$20.00	\$181,673.00	0.01%	\$23,147.30	\$2.55	\$17.45	\$25,282.50	0.01%	\$2.78	\$14.67

90	\$260.00	\$181,673.00	0.14%	\$23,147.30	\$33.13	\$226.87	\$25,282.50	0.14%	\$36.18	\$190.69
91	\$80.00	\$181,673.00	0.04%	\$23,147.30	\$10.19	\$69.81	\$25,282.50	0.04%	\$11.13	\$58.67
92	\$50.00	\$181,673.00	0.03%	\$23,147.30	\$6.37	\$43.63	\$25,282.50	0.03%	\$6.96	\$36.67
93	\$110.00	\$181,673.00	0.06%	\$23,147.30	\$14.02	\$95.98	\$25,282.50	0.06%	\$15.31	\$80.68
94	\$20.00	\$181,673.00	0.01%	\$23,147.30	\$2.55	\$17.45	\$25,282.50	0.01%	\$2.78	\$14.67
95	\$100.00	\$181,673.00	0.06%	\$23,147.30	\$12.74	\$87.26	\$25,282.50	0.06%	\$13.92	\$73.34
96	\$10.00	\$181,673.00	0.01%	\$23,147.30	\$1.27	\$8.73	\$25,282.50	0.01%	\$1.39	\$7.33
97	\$50.00	\$181,673.00	0.03%	\$23,147.30	\$6.37	\$43.63	\$25,282.50	0.03%	\$6.96	\$36.67
98	\$126.00	\$181,673.00	0.07%	\$23,147.30	\$16.05	\$109.95	\$25,282.50	0.07%	\$17.53	\$92.41
99	\$50.00	\$181,673.00	0.03%	\$23,147.30	\$6.37	\$43.63	\$25,282.50	0.03%	\$6.96	\$36.67
100	\$10.00	\$181,673.00	0.01%	\$23,147.30	\$1.27	\$8.73	\$25,282.50	0.01%	\$1.39	\$7.33
101	\$30.00	\$181,673.00	0.02%	\$23,147.30	\$3.82	\$26.18	\$25,282.50	0.02%	\$4.17	\$22.00
102	\$450.00	\$181,673.00	0.25%	\$23,147.30	\$57.34	\$392.66	\$25,282.50	0.25%	\$62.62	\$330.04
103	\$490.00	\$181,673.00	0.27%	\$23,147.30	\$62.43	\$427.57	\$25,282.50	0.27%	\$68.19	\$359.38
104	\$360.00	\$181,673.00	0.20%	\$23,147.30	\$45.87	\$314.13	\$25,282.50	0.20%	\$50.10	\$264.03
105	\$70.00	\$181,673.00	0.04%	\$23,147.30	\$8.92	\$61.08	\$25,282.50	0.04%	\$9.74	\$51.34

TOTALS	\$181,673.00		100.00%	\$23,147.30	\$158,525.70		100.00%	\$25,282.50	\$133,243.20
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