

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:)
)
MAHIPAL RAVIPATI) CASE NO.: 17-82502-CRJ-11
SSN: xxx-xx-3666)

**MOTION FOR AUTHORITY AND NOTICE OF INTENT
TO SELL MEDICAL PRACTICE FREE AND CLEAR OF LIENS AND
DEADLINE FOR SUBMITTING OBJECTIONS AND HIGHER OFFERS**

COMES NOW the Chapter 11 Bankruptcy Estate of Mahipal Ravipati, as Debtor-in-Possession (“Estate”), and gives notice pursuant to Bankruptcy Rules 2002 and 6004 of its intent to sell the below-described assets of the Estate free and clear of liens under 11 U.S.C. § 363(f) and, pursuant to Bankruptcy Rule 6004(c), moves this Honorable Court for an order authorizing it to sell said property. **Any objection to such sale and/or higher offers shall be filed with the U.S. Bankruptcy Court. Any such objection should state specifically in writing why the sale should not be consummated. Any higher offer must be in writing and on the same terms and conditions [other than purchase price] provided herein.**

BACKGROUND

1. On August 24, 2017, Mahipal Ravipati commenced with this Court a voluntary case under Chapter 11 of Title 11, United States Code.
2. Dr. Ravipati had an active medical practice specializing in allergy and immunology based in Huntsville, Alabama.
3. Since Dr. Ravipati’s demise, the Estate continues to operate pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

REQUESTED RELIEF

4. A portion of the Chapter 11 Estate consists of the medical practice as a “going business” (the “Practice”), and it will be for the benefit of the Estate to sell said practice free and

clear of all liens and claims pursuant to 11 U.S.C. Section 363(f). The practice consists of all assets of the business, excluding deposit accounts, cash and receivables, but including trade fixtures, supplies, inventory, furniture, websites, trade names, trademarks, telephone numbers and all other tangible assets of the business.

5. According to the Debtor's schedules, and to the best of the Estate's knowledge, information and belief, no entity other than the Estate or the Debtor has an interest in the practice.

6. The Estate has negotiated a sale of the Practice to Dr. William Freeman ("Purchaser"), subject to higher and better bids, on terms set forth in the Contract for Sale (the "Agreement") attached hereto as Exhibit "A":

a. Pursuant to the Agreement, the Purchaser has agreed to purchase from the Estate all of the Debtor's interest in the Practice, on an "as is" basis, for the price of Sixty Thousand Dollars (\$60,000.00), subject to the terms and conditions set forth in the Agreement.

b. Said purchase price shall be made payable in certified funds to "Estate of Mahipal Ravipati" and tendered at closing, to occur within fourteen (14) days after Court approval of this sale. On or about April 9, 2018, Purchaser tendered to the undersigned counsel a check for \$60,000.00, which is currently held in trust in the law firm Sparkman, Shepard & Morris, P.C.'s IOLTA bank account, pending resolution of this sale.

c. The personal representative of the Estate will execute and provide Purchaser with a Bill of Sale and any related documents for the practice. The Estate and the Purchaser will cooperate in signing any forms that may be needed.

d. The Bill of Sale will convey the Bankruptcy Estate's interest in the subject practice.

e. The Estate will pay from the purchase price a \$6,000.00 commission (i.e., 10% of the purchase price) due Kendrick Steele with Sunbelt Business Brokers for his services in brokering the sale of the practice (the "Broker"). The Estate will make this payment as a "carve out" for the commission before it pays any liens or claims that may attach to the proceeds.

f. Purchaser will be responsible for all other costs associated with the sale of the Practice. Further, Purchaser will be responsible for obtaining, completing, submitting, and recording all necessary paperwork associated with transferring the practice, and will be responsible for payment of all costs associated with same.

g. The Closing Agent, if any, will serve as the Estate's Designated Agent for the purpose of closing this sale and distributing the proceeds in compliance with this Notice and any Order to be issued by the Court.

h. A sale free and clear of liens, claims, encumbrances and interests pursuant to Section 363(f) is necessary to maximize the value of the Practice.

BIDDING PROCEDURES

7. Should parties other than Purchaser desire to submit competing offers to purchase the Estate's interest in the Practice, those offers shall be subject to the following terms and conditions (hereinafter referred to as "Bidding Procedures"):

a. Pending approval of this Motion, should any competing bids be received by the Estate, an auction will be conducted at the law offices of SPARKMAN, SHEPARD & MORRIS, P.C., 303 Williams Avenue Suite 1411, Huntsville, Alabama, 35801 on June 8, 2018 at 11:00 A.M (the "Auction").

b. In order to participate in the Auction, a competing bidder must:

(1) Present to the Estate's attorney at least (3) business days prior to the Auction Date with appropriate evidence of its financial ability to consummate a contract should such party be the successful bidder at the Auction;

(2) Execute at least (3) business days prior to the Auction Date a contract substantially similar to the Sales Agreement attached as Ex. A in material respects; and

(3) At least three (3) business days prior to the Auction Date pay an earnest money deposit of \$60,000.00 to the Estate or suitable escrow agent.

c. Any purchase offer must be submitted in an initial amount not less than Sixty-Five Thousand Dollars (\$65,000.00).

- d. The Estate will serve notice of competing bids on all parties requesting such notice, including all qualified bidders.
- e. Any competing bid shall be on terms which are no more burdensome or conditional to the Estate or less burdensome or conditional to the bidder than are the terms of the Sales Agreement attached hereto as Ex. A.
- f. The Estate may accept one or more back-up offers at the conclusion of the Auction.
- g. Failure to comply with the Bidding Procedures will result in the disqualification of any competing bidder.
- h. Should the Estate receive no other qualifying bids prior to the Auction date, the Estate will cancel the auction. Accordingly, then the Estate will proceed with the sale of the Practice to the Purchaser, as contemplated above, subject to approval of the Bankruptcy Court.

**ESTATE'S JUSTIFICATION FOR SALE
AND ADDITIONAL CONSIDERATIONS**

8. The sale of the Practice to Purchaser, under the terms set forth in the Agreement, is fair and reasonable under the circumstances, and the Estate's entry into the Agreement is well within its business judgment.

9. After exploring alternatives, the Estate has determined in its business judgment that the sale of its Practice is the best method for satisfying, in part, the claims of its lenders and generating the highest value for the Practice.

10. The Agreement was negotiated at arm's length. There has been no self-dealing, bad faith, fraud or unfair dealing relative to the negotiation of the Sales Agreement by the Estate.

11. The practice has been marketed by the Broker and the Ravipati family for sale for several months. The Broker has advised the Estate that the practice is unlikely to bring any greater price by continued private listing or public auction due to its limited life as a "going business" since Dr. Ravipati's death.

12. This proposed sale of the practice is the result of arm's length negotiations between the parties, and the Estate and the Purchaser have no business or personal connections other than this proposed sale.

13. The closing for this sale is to be conducted within fourteen (14) days after Court approval of this sale and is to be held at the offices of SPARKMAN, SHEPARD & MORRIS, P.C., 303 Williams Avenue Suite 1411, Huntsville, Alabama 35801, or at any other date and location mutually agreed upon by the parties.

14. As stated above, this sale is free and clear of liens, claims, encumbrances and interests pursuant to Section 363(f) is necessary to maximize the value of the Practice. A sale subject thereto would result in a lower purchaser price and be of substantially less benefit to the Debtor's estate and creditors. A sale free and clear of liens, claims, encumbrances and interests is particularly appropriate under the circumstances because any lien, claim, encumbrance or interest in, to or against the assets that exist immediately prior to the closing of the sale of the Practice will attach to the sale proceeds with the same validity, priority, force and effect as they had prior to the closing of the sale of the Practice, subject to the rights and defenses of the Estate or any party in interest and as contained herein.

15. Any such pre-existing liens shall attach to the proceeds of the sale of the Practice, subject to any rights and defenses of the Estate and other parties in interest with respect to such liens.

16. Any holder of a lien that fails to object to the sale of the practice free and clear of liens should be deemed to consent to the sale, thereby complying with §363(f)(2) of the Bankruptcy Code.

WHEREFORE, the Estate respectfully requests that the Court enter an Order:

A. Authorizing the Estate to sell the subject practice pursuant to 11 U.S.C. § 363(b), in accordance with the terms and conditions stated herein;

B. Authorizing the Estate to execute and deliver any and all documents which may be necessary or appropriate to effectuate the sale proposed herein; and

C. Granting such other and further relief as the Court deems just and appropriate.

Respectfully submitted this 9th day of May, 2018.

/s/ Tazewell T. Shepard

Tazewell T. Shepard

Attorney to Estate of Mahipal Ravipati

SPARKMAN, SHEPARD & MORRIS, P.C.

P. O. Box 19045

Huntsville, AL 35804

Tel: (256) 512-9924

Fax: (256) 512-9837

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Motion for Authority and Notice of Intent to Sell Medical Practice has been served upon Dr. William Freeman, 1239 McArthur Street, Manchester, TN 37355; Kendrick Steele, Sunbelt Business Advisors of North Alabama, 3322 South Memorial Parkway, Huntsville, AL 35801; and those parties listed on the Clerk's Certified Matrix, including Richard M. Blythe, Esq., Office of the Bankruptcy Administrator, P.O. Box 3045, Decatur, AL 35602 by electronic service through the Court's CM/ECF system or by placing a copy of the same in the United States Mail, postage prepaid, on 9th day of May, 2018.

/s/ Tazewell T. Shepard

Tazewell T. Shepard

STATE OF ALABAMA)

COUNTY OF MADISON)

CONTRACT FOR SALE

THIS CONTRACT FOR SALE is made and entered into by and between **THE BANKRUPTCY ESTATE OF MAHIPAL RAVIPATI, BANKRUPTCY CASE NO. 17-82502-CRJ11, IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, NORTHERN DIVISION, and THE ESTATE OF MAHIPAL RAVIPATI, IN THE PROBATE COURT FOR MADISON COUNTY, ALABAMA, PROBATE CASE NO. 66611**, by and through **LAKSHMI RAVIPATI, PERSONAL REPRESENTATIVE** (hereinafter referred to individually and collectively as “**SELLER**”), and **WILLIAM J. FREEMAN** and/or assigns (hereinafter referred to as “**PURCHASER**”), on this the 7th day of May, 2018.

RECITALS

WHEREAS, **SELLER** is the owner of certain assets involved in the medical practice of Mahipal Ravipati, M.D., including office equipment, including computers and software associated therewith and the data contained on such computers, office furniture, office fixtures, office supplies, medical equipment, medical supplies, including pharmaceuticals subject to sale and transfer, information regarding patients of the practice, receivables, accounts, cash in bank and on hand and the goodwill of the practice; and,

WHEREAS, **SELLER** and **PURCHASER** understand and agree that **PURCHASER** will obtain all assets of the practice, subject to sale, other than accounts receivable, accounts, cash on hand and cash in bank; and,

WHEREAS, **SELLER** and **PURCHASER** understand and agree that the sale by **SELLER** to **PURCHASER** is only of assets and that **PURCHASER** does not and will not assume any obligations, liabilities, debts or claims that currently exist, or which may arise in the future, of such practice of

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RAVIPATI TO FREEMAN
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Mahipal Ravipati, M.D., or of any corporation, partnership, limited liability company or other legal entity under which the practice was operated and, further, that **PURCHASER** shall not be purchasing any accounts, accounts receivable, monies due to Mahipal Ravipati, M.D., or any entity under which the practice was operated, or any cash on hand or in the bank; and,

WHEREAS, SELLER and PURCHASER agree that the sale as contemplated herein shall only occur upon motion duly made to the Bankruptcy Court in the case referenced hereinabove to be in accordance with the provisions of 11 U.S.C., said sale specifically being effective only if such sale by **SELLER** to **PURCHASER** is approved by the United States Bankruptcy Court for the Northern District of Alabama, Northern Division (the "Bankruptcy Court"), as being pursuant to the terms and procedures of said motion; and,

WHEREAS, SELLER and PURCHASER specifically agree that **PURCHASER** shall not assume any debts, obligation, claim against **SELLER** or accept any other liability with respect to such sale.

NOW, THEREFORE, SELLER and PURCHASER agree, that for and in consideration of the mutual rights and responsibilities hereinafter expressed and in consideration of the payment of the sums hereinafter set forth, as follows:

1. **SELLER** shall sell and **PURCHASER** shall purchase all assets of the medical practice of Mahipal Ravipati, M.D., and any entity under which such practice was conducted, including office equipment, computers and software associated therewith and the data contained on such computers, office furniture, office fixtures, office supplies, medical equipment, medical supplies, including pharmaceuticals subject to sale and transfer, information regarding patients of the practice, the goodwill of the practice, but specifically excluding any accounts receivable, accounts, claims for money due to said practice from any source (whether from patients, insurance payments, Medicare payments, Medicaid payments or the like) as the same existed on February 5, 2018, and specifically excluding any leases or rights under leases of such practice.

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RAVIPATI TO FREEMAN
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2. Upon the closing of such sale, **PURCHASER** shall pay to **SELLER** the sum of Sixty Thousand Dollars (\$60,000.00), which **SELLER**'s attorney has received and is holding in an IOTA trust account.

3. The closing of such sale shall occur and **SELLER** shall execute and deliver to **PURCHASER** a Bill of Sale in the form attached hereto as Exhibit A, within fourteen (14) days following the approval of such sale by the United States Bankruptcy Court for the Northern District of Alabama, Northern Division, which is final and non-appealable.

4. Subject to the approval of the Bankruptcy Court, the sale by **SELLER** to **PURCHASER** shall be free and clear of any interest in the property being sold of the estate and any entity other than the estate.

5. Any collection of **SELLER**'s remaining accounts receivable by Dr. Freeman's staff shall be conducted outside regular office hours and at no cost to Dr. Freeman.

6. In partial consideration for turning over the medical records of patients developed in the practice of Mahipal Ravipati, M.D., or any entity under which he practiced, **PURCHASER** agrees to assume control, custody and possession of all the medical records related to the practice of **SELLER** and to retain such records in accordance with applicable Alabama and federal laws. **PURCHASER** agrees to honor lawful requests for release of medical records or information contained in such records in accordance with Alabama law, and may, at **PURCHASER**'s discretion, charge a reasonable fee in accordance with the current rules applicable in the State of Alabama to cover the costs of reproduction, unless such fees are deemed waived by other applicable law.

7. **PURCHASER** shall permit **SELLER**, during normal business hours, to have reasonable access to and to examine and make copies of medical records of patients treated by **SELLER** which relate to events occurring prior to the sale and transfer to **PURCHASER** or events required to audit or maintain or defend positions in connection with any Medicare and/or Medicaid (or other

governmental insurance programs such as TRICARE) in connection with any investigation or proceeding, in connection with an audit by a managed care company, or to conduct the defense of any potential professional liability claim, or to conduct the defense of any potential complaint or proceeding by any regulatory agency.

8. **SELLER** shall comply with all requirements imposed by the Health Insurance Portability and Accountability Act (HIPPA) with both the **SELLER** and **PURCHASER** understanding that **PURCHASER** is a "covered entity" in accordance with the provisions of such Act.

9. **PURCHASER** may assign this agreement to an entity through which **PURCHASER** practices medicine or provides medical services, including, but not limited to, Cumberland Sinus & Allergy, P.C., or such other entity as may be established by William J. Freeman, M.D., within the State of Alabama.

10. The parties agree that all signatures required under this agreement or any other document necessitated in furtherance thereof, including any court documents that need to be signed or executed, may be conducted through electronic signatures.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to be effective on the day and date first above written.

SELLER:

**BANKRUPTCY ESTATE OF MAHIPAL RAVIPATI, CASE NO.
17-82502-CRJ11, IN THE UNITED STATES BANKRUPTCY
COURT FOR THE NORTHERN DISTRICT OF ALABAMA,
NORTHERN DIVISION**

(SEAL)

LAKSHMI RAVIPATI, PERSONAL REPRESENTATIVE

the State of Alabama.

10. The parties agree that all signatures required under this agreement or any other document necessitated in furtherance thereof, including any court documents that need to be signed or executed, may be conducted through electronic signatures.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to be effective on the day and date first above written.

SELLER:

BANKRUPTCY ESTATE OF MAHIPAL RAVIPATI,
CASE NO. 17-82502-CRJ11, IN THE UNITED
STATES BANKRUPTCY COURT FOR THE NORTHERN
DISTRICT OF ALABAMA, NORTHERN DIVISION

R. Lakshmi

(SEAL)

LAKSHMI RAVIPATI, PERSONAL
REPRESENTATIVE OF THE ESTATE OF
MAHIPAL RAVIPATI, IN THE PROBATE
COURT FOR MADISON COUNTY, ALABAMA,
PROBATE CASE NO. 66611

ESTATE OF MAHIPAL RAVIPATI, IN THE PROBATE
COURT FOR MADISON COUNTY, ALABAMA,
PROBATE CASE NO. 66611

R. Lakshmi

(SEAL)

LAKSHMI RAVIPATI, PERSONAL
REPRESENTATIVE OF THE ESTATE OF
MAHIPAL RAVIPATI, IN THE PROBATE
COURT FOR MADISON COUNTY, ALABAMA,
PROBATE CASE NO. 66611

PURCHASER:

(SEAL)

WILLIAM J. FREEMAN

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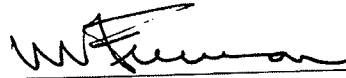
**OF THE ESTATE OF MAHIPAL RAVIPATI, IN THE
PROBATE COURT FOR MADISON COUNTY,
ALABAMA, PROBATE CASE NO. 66611**

**ESTATE OF MAHIPAL RAVIPATI, IN THE PROBATE COURT
FOR MADISON COUNTY, ALABAMA, PROBATE CASE NO.
66611**

(SEAL)

**LAKSHMI RAVIPATI, PERSONAL REPRESENTATIVE
OF THE ESTATE OF MAHIPAL RAVIPATI, IN THE
PROBATE COURT FOR MADISON COUNTY,
ALABAMA, PROBATE CASE NO. 66611**

PURCHASER:



(SEAL)

WILLIAM J. FREEMAN

\\TIGER\TMDocs\12\Freeman, William J\Freeman, William J & Cumberland Sinus & Allergy, PC\Other\CONTRACT FOR SALE - 04232018.wpd

**CONTRACT FOR SALE
RAVIPATI TO FREEMAN**

EXHIBIT A TO CONTRACT FOR SALE

STATE OF ALABAMA)

COUNTY OF MADISON)

Bill of Sale

THIS BILL OF SALE is made and entered into effective on this the 7th day of May, 2018, by and between **THE BANKRUPTCY ESTATE OF MAHIPAL RAVIPATI, BANKRUPTCY CASE NO. 17-82502-CRJ11, IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, NORTHERN DIVISION, AND THE ESTATE OF MAHIPAL RAVIPATI, IN THE PROBATE COURT FOR MADISON COUNTY, ALABAMA, PROBATE CASE NO. 66611, BY AND THROUGH LAKSHMI RAVIPATI, PERSONAL REPRESENTATIVE, as SELLER** (whether one or more or a legal entity) and **WILLIAM J. FREEMAN, M.D., as BUYER** (whether one or more or a legal entity);

: W i t n e s s e t h :

THAT THE SAID SELLER, for and in consideration of the sum of Sixty Thousand Dollars (\$60,000.00), cash in hand paid by the **BUYER**, and other good and valuable consideration, the receipt of which is hereby acknowledged, and in accordance with that certain Order of the United States Bankruptcy Court for the Northern District of Alabama, Northern Division, in Case No. 17-82502-CRJ11, approving said sale, has this day given, granted, bargained, sold and conveyed and does by these presents hereby give, grant, bargain, sell and convey unto the said **BUYER**, the following described personal property presently located in the Counties of Madison and Morgan, State of Alabama, to-wit:

All assets of the medical practice of Mahipal Ravipati, M.D., and any entity under which such practice was conducted, including office equipment, computers and software associated therewith and the data contained on such computers, office furniture, office fixtures, office supplies, medical equipment, medical supplies, including pharmaceuticals subject to sale and transfer, information regarding patients of the practice, the goodwill of the practice, but specifically excluding any accounts receivable, accounts, claims for money due to said practice from any source (whether from patients, insurance payments, Medicare payments, Medicaid payments or the

**CONTRACT FOR SALE
RAVIPATI TO FREEMAN**

like) as the same existed on February 5, 2018, and specifically excluding any leases or rights under leases of such practice.

TO HAVE AND TO HOLD the above described personal property unto the **BUYER**, **BUYER'S** heirs and assigns, forever.

SELLER and **BUYER** shall include the singular and plural wherever the context so requires or admits.

IN WITNESS WHEREOF, under the authority of the Order of the United States Bankruptcy Court for the Northern District of Alabama, Northern Division, above referenced, the said **SELLER** has caused this Bill of Sale to be duly executed effective on the ____ day of May, 2018.

BANKRUPTCY ESTATE OF MAHIPAL RAVIPATI, CASE NO. 17-82502-CRJ11, IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, NORTHERN DIVISION

(SEAL)

LAKSHMI RAVIPATI, PERSONAL REPRESENTATIVE OF THE ESTATE OF MAHIPAL RAVIPATI, IN THE PROBATE COURT FOR MADISON COUNTY, ALABAMA, PROBATE CASE NO. 66611

ESTATE OF MAHIPAL RAVIPATI, IN THE PROBATE COURT FOR MADISON COUNTY, ALABAMA, PROBATE CASE NO. 66611

(SEAL)

LAKSHMI RAVIPATI, PERSONAL REPRESENTATIVE OF THE ESTATE OF MAHIPAL RAVIPATI, IN THE PROBATE COURT FOR MADISON COUNTY, ALABAMA, PROBATE CASE NO. 66611

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County and said State, hereby certify that **LAKSHMI RAVIPATI**, who is made known to me, acknowledged before me on this day that, being

CONTRACT FOR SALE
RAVIPATI TO FREEMAN

TO HAVE AND TO HOLD the above described personal property unto the **BUYER**,
BUYER'S heirs and assigns, forever.

SELLER and **BUYER** shall include the singular and plural wherever the context so
requires or admits.

IN WITNESS WHEREOF, under the authority of the Order of the United States
Bankruptcy Court for the Northern District of Alabama, Northern Division, above referenced,
the said **SELLER** has caused this Bill of Sale to be duly executed effective on the 7th day of
~~April~~, 2018.

May

BANKRUPTCY ESTATE OF MAHIPAL RAVIPATI,
CASE NO. 17-82502-CRJ11, IN THE UNITED
STATES BANKRUPTCY COURT FOR THE NORTHERN
DISTRICT OF ALABAMA, NORTHERN DIVISION

R. Lohmi

(SEAL)

LAKSHMI RAVIPATI, PERSONAL
REPRESENTATIVE OF THE ESTATE OF
MAHIPAL RAVIPATI, IN THE PROBATE
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ESTATE OF MAHIPAL RAVIPATI, IN THE PROBATE
COURT FOR MADISON COUNTY, ALABAMA,
PROBATE CASE NO. 66611

R. Lohmi

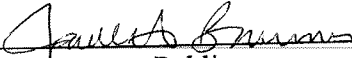
(SEAL)

LAKSHMI RAVIPATI, PERSONAL
REPRESENTATIVE OF THE ESTATE OF
MAHIPAL RAVIPATI, IN THE PROBATE
COURT FOR MADISON COUNTY, ALABAMA,
PROBATE CASE NO. 66611

**CONTRACT FOR SALE
RAVIPATI TO FREEMAN**

informed of the contents of the foregoing Bill of Sale, she, in her capacity as Personal Representative of the Estate of Mahipal Ravipati, in the Probate Court for Madison County, Alabama, Probate Case No. 66611, and as Representative of the Bankruptcy Estate of Mahipal Ravipati, Case No. 17-82502-CRJ11, in the United States Bankruptcy Court for the Northern District of Alabama, Northern Division, and in conformity with an Order entered by the United States Bankruptcy Court for the Northern District of Alabama, Northern Division, authorizing such sale, executed the same voluntarily for and as the act of such Probate Estate and such Bankruptcy Estate, on the day the same bears date.

GIVEN UNDER my hand and official seal of office on this the 7th day of May, 2018.

 _____ (SEAL)
Notary Public
My Commission Expires: 2-15-22

This instrument was prepared by:

ABLES, BAXTER & PARKER, P.C.

Attorneys at Law

By: James T. Baxter III, Esq.

2409 Commerce Court, Suite A

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