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IT IS SO ORDERED.

Dated: June 30, 2017



ALAN M. KOSCHIK
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION, AKRON

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 In re: : Case No. 16-52568
 :
 TEMPLE SQUARE PROPERTIES, LLC : Chapter 11
 :
 : Judge Alan Koschik
 Debtor and :
 Debtor-in-Possession. :
 :
 (EIN 84-1677835) :
 -----X

**ORDER PURSUANT TO 11 U.S.C. §§ 363(b), (f), (m), AND 365, AND
FED. R. BANKR. P. 6004, 6006, AND 9014 (I) AUTHORIZING THE DEBTOR TO SELL
REAL PROPERTY LOCATED AT 210-212 EAST CUYAHOGA FALLS AVE., AKRON,
OHIO, ADJECENT LOTS ON THAYER ST., AKRON, OHIO, AND 824 THAYER ST.,
AKRON, OHIO FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS AND (II) TO ASSUME AND ASSIGN UNEXPIRED LEASES**

Upon the Motion (the “Sale Motion”), Docket No. 92, filed by the above-captioned debtor and debtor in possession (the “Debtor”) on May 25, 2017, requesting (among other things) the entry of an order pursuant to sections 363(b), (f), (m), and 365 of title 11, United States Code (the “Bankruptcy Code”), and Rules 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (i) authorizing the sale (the “Sale”) of real

property located at 210-212 East Cuyahoga Falls Ave., Akron, Ohio, adjacent lots on Thayer St., Akron, Ohio, and 824 Thayer St., Akron, Ohio, PPNs 6837491, 6734169, and 6801365 (the “Property”), free and clear of all liens, claims, encumbrances, and interests of whatever type or nature (collectively, the “Interests”), (ii) authorizing the Debtor, to assume and assign to the Purchaser, as defined herein, unexpired leases associated with the Property (the “Assigned Contracts”) and (iii) granting related relief; and the Debtor having determined that the Purchaser’s offer is the best and highest offer for the Property and the Contracts; the Court having reviewed and considered the Sale Motion; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtor, its estate, creditors, and other parties in interest in this case; after due deliberation thereon; “Purchase Agreement” shall mean the agreement between the Debtor as seller, on the one hand, and Anthony J. Manfreda and/or his designee(s) (“Purchaser”) as buyer; “Property” shall mean the assets to be sold to the Purchaser pursuant to the Purchase Agreement, including real property located at 210-212 East Cuyahoga Falls Ave., Akron, Ohio, adjacent lots on Thayer Ave., Akron, Ohio, and 824 Thayer St., Akron, Ohio, PPNs 6837491, 6734169, and 6801365, as more fully described on Exhibit A attached hereto, and unexpired leases with Namaste Market and Michelle Pantalone to be assumed and assigned to the Purchaser (the “Assigned Contracts”); and good cause appearing therefore, it is hereby FOUND AND DETERMINED AS FOLLOWS:

A. The Court has jurisdiction over the Sale Motion and the transactions contemplated by the Sale Motion pursuant to 28 U.S.C. § 1334 and reference from the District Court for the Northern District of Ohio pursuant to 28 U.S.C. § 157. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this case and the Sale Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief requested in the Sale Motion are sections 363(b), (f), (m), and 365 of the Bankruptcy Code and Rules 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure.

C. As evidenced by the affidavit of service, Docket No. 98, 99, and 100, previously filed with the Court, and based on the representations of counsel at the hearing held on June 29, 2017, on the Sale Motion (the “Hearing”) and upon further notice under Rule 6006 of the Federal Rules of Bankruptcy Procedure provided on May 25, 2017, to any non-Debtor party to an unexpired lease that the Debtor proposes to assume and assign to the Purchaser, together with proposed cure amounts to be paid by the Debtor (i) proper, timely, adequate, and sufficient notice of the Sale Motion and the sale has been provided in accordance with sections 363 and 365 of the Bankruptcy Code and Rules 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure; (ii) such notice was reasonable, sufficient, and appropriate under the circumstances; and (iii) no other or further notice of the Sale Motion, is required.

D. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) the Purchaser or his counsel; (ii) counsel for the Debtor’s prepetition secured lenders; (iii) the Office of the United States Trustee; (iv) all entities known to have asserted any lien, claim, encumbrance, alleged interest in or with respect to the Property; (v) all non-Debtor parties to the Assigned Contracts upon notice provided under paragraph C hereof; and (vi) all other entities that have filed requests for notices pursuant to Bankruptcy Rule 2002.

E. The Debtor has demonstrated sound business justifications for the Sale and the related transactions pursuant to section 363(b) of the Bankruptcy Code.

F. The Sale was negotiated, proposed, and agreed to by the Debtor and the Purchaser as parties thereto without collusion, in good faith, and from arm’s length bargaining positions.

Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Sale to be avoided under section 363(n) of the Bankruptcy Code. The Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

G. The consideration provided by the Purchaser for the Property and the Assigned Contracts (i) is fair and reasonable; (ii) is the highest and best offer for the Property and the Assigned Contracts; and (iii) will provide a greater recovery for the Debtor's creditors and other interested parties than would be provided by any other available alternative.

H. The sale of the Property to the Purchaser under the terms of this Order will be a legal, valid, and effective transfer, and will vest in the Purchaser all right, title, and interest of the Debtor to the Property free and clear of all Interests including, but not limited to, those (i) that purport to give to any party a right or option to consummate in the future, any sale, contingent sale, title retention agreement or lease relating to the Property (or a right or option to terminate the Debtor's or the Purchaser's rights therein), or any similar rights, and (ii) relating to taxes arising under or out of, in connection with, or in any way relating to the Property prior to the date (the "Closing Date") of the consummation of the Sale (the "Closing").

I. The Debtor may sell the Property free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. Those holders of Interests and non-Debtor parties who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests fall also within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the proceeds of the Sale ultimately attributable to the property against or in which they claim or may claim an Interest.

J. Approval and consummation of the Sale at this time is in the best interests of the Debtor, its creditors, its estate, and other parties in interest.

K. The Purchaser would not consummate the transactions contemplated by the Sale, thus adversely affecting the Debtor, its estate, and its creditors, if the sale of the Property were not free and clear of all Interests of any kind or nature whatsoever, or if each Purchaser would, or in the future could, be liable for any such Interests and if the transfer could not be made under section 363 of the Bankruptcy Code.

NOW, THEREFORE, BASED UPON THE FOREGOING FINDINGS OF FACT, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, EFFECTIVE IMMEDIATELY, THAT:

1. The Sale Motion shall be, and hereby is granted, as further described herein.
2. Defined terms not otherwise defined in this Order shall have the meanings given them in the Sale Motion.
3. All Objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled on the merits.
4. Any party that received notice of the Sale Motion and did not object shall be deemed to consent to the relief requested therein and ordered hereby.
5. The Sale as presented to the Court at the hearings on this matter, and all of the terms and conditions thereof, are hereby approved as if fully stated herein, and the Debtor is hereby authorized to execute the Purchase Agreement on such terms as contained therein upon final negotiation between the Debtor and the Purchaser. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, and in accordance with the terms thereof, as may be necessary to give effect to the intent of the parties as represented to the Court and consummate the transactions

contemplated by such agreements, documents or instruments without further order of the Court, provided that any such modification, amendment or supplement is not materially different from the terms presented to the Court and does not have a material adverse effect on the Debtor's estate.

6. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is authorized and directed to consummate the Sale, pursuant to and in accordance with the terms and conditions of the Purchase Agreement and to take all actions and execute all documents as may be necessary to consummate the Sale or effect the transactions referenced in or otherwise contemplated by the Purchase Agreement.

7. The Debtor is authorized and directed to execute and deliver, and is empowered to perform under, consummate, and implement, the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement, and to take all further actions as may be requested by the Purchaser for the purpose of assigning, transferring, granting, and conveying to the Purchaser or reducing to possession the Property, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreement.

8. In connection with the assumption and assignment of the Assigned Contracts, the Debtor shall promptly pay all Cure Amounts, if any, upon closing of the sale. The Debtor shall not be required to take any other action or to make any other payment with respect to any defaults under the Assigned Contracts. All non-Debtor parties to Assigned Contracts are hereby enjoined and forever barred from asserting any claim or default, including termination of any Assigned Contract by reason of any claim or default which may exist under such Assigned Contract, except as may be specified in the Purchase Agreement or as otherwise set forth in this Order.

9. Subject to the provisions of paragraph 8 of this Order, the Debtor is authorized and directed to assume and assign the Assigned Contracts to the Purchaser, free and clear of all Interests, and the assignment of the Assigned Contracts is valid under section 365 of the Bankruptcy Code and the Assigned Contracts will be deemed to have been assumed by the Debtor and assigned to the Purchaser effective as of the Closing Date. Pursuant to section 365(k) of the Bankruptcy Code, the assignment by the Debtor of the Assigned Contracts relieves the Debtor and its estate from any liability from any breach of the Assigned Contracts after the Closing Date.

10. The purchase price to be paid by the Purchaser for the sale and transfer of the Property under the terms of the Sale and the Purchase Agreements constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. The sale of Property and other transactions contemplated by the Purchase Agreement may not be avoided under sections 363(k) or (n) of the Bankruptcy Code.

11. The transactions contemplated by the Sale and the Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of this Order shall not affect the validity of the Sale of Property to the Purchaser, unless such Sale and this Order are duly stayed pending appeal. The Purchaser is a purchaser in good faith of the Property for all purposes.

12. All of the Debtor's interests in the Property shall be, as of the Closing Date, transferred to and vested in the Purchaser. Upon the Closing Date, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of any assets acquired by the Purchaser under the Purchase Agreement and/or a bill of

sale or assignment transferring good and marketable, indefeasible title and interest in the assets acquired by the Purchaser under the Purchase Agreement. In accordance with the Sale and the Purchase Agreements, from and after the Closing Date, the Purchaser shall be granted immediate and unfettered access to the Property.

13. Except as expressly permitted or otherwise specifically provided for in the Purchase Agreement and this Order, pursuant to sections 105(a), 363(f), and 365 of the Bankruptcy Code, the Property shall be transferred to the Purchaser free and clear of all Interests of any kind or nature whatsoever, (including but not limited to any liens, claims, rights or encumbrances of any governmental authority or entity, and any other claims, known or unknown, contingent or non-contingent for any environmental liability or products liability), with all such Interests to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force, and effect which they now have as against such assets, subject to any claims and defenses that the Debtor and other parties having Interests in the Property may possess with respect thereto.

14. Except as expressly permitted by applicable law or otherwise specifically provided for in the Purchase Agreement, or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and other regulatory authorities, lenders, trade and other creditors holding Interests of any kind or nature whatsoever against or in the Property (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Property prior to the Closing Date, are hereby forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assigns (to the extent allowed by law), its property, its officers, and any directors and shareholders of the Purchaser, such persons' or entities' Interests. All holders or beneficiaries of the Interests are hereby directed to cooperate with the Purchaser in

delivering such documents reasonably requested by the Purchaser, which may be necessary to evidence and effectuate the extinguishment of any Interests from or against the Property.

15. If any person or entity that has filed financing statements, mortgages, assignments, security agreements, lis pendens, or other documents or agreements evidencing Interests in any of the Property shall not have delivered to the Debtor prior to the Closing Date in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, and releases of all Interests which the person or entity has with respect to the Debtor or otherwise, then (a) the Debtor is hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Property; and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the Property of any kind or nature whatsoever.

16. This Court retains jurisdiction to endorse and implement the terms and provisions of the Sale and the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Property to the Purchaser; (b) compel delivery of the Purchase Price or performance of other obligations owed to the Debtor; (c) resolve any disputes arising under or related to the Sale or the Purchase Agreement, except as otherwise provided therein; and (d) interpret, implement, and enforce the provisions of this Order.

17. To the extent not inconsistent with or prohibited by applicable law, the Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to the Property other than those expressly assumed in the Sale and under the

Purchase Agreements or arising under the Assigned Contracts from and after the Closing Date. Without limiting the generality of the foregoing exclusion, the Purchaser are assuming no obligation for, and (to the extent consistent with applicable law) shall have no responsibility with respect to, the Debtor's accounts payable or liabilities under environmental laws. The Purchaser shall be under no obligation to hire any of the Debtor's employees and shall not assume any obligations to or with respect to such employees, including, without limitation, any obligations for employment compensation, benefits or severance or any obligations under or with respect to any ERISA plan, any multiemployer plan or otherwise, including, without limitation, obligations arising under COBRA, any obligation to provide compensation or benefits pursuant to any employment contract, and any obligations under or with respect to any collective bargaining agreements. Except for such obligations expressly assumed by the Purchaser, all persons are hereby enjoined from asserting or prosecuting any claim against the Purchaser to recover on any claim such person had, has or may have against the Debtor, its estate or the Property.

18. The terms and provisions of the Purchase Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of the Debtor, its estate and creditors, the Purchaser, and their respective affiliates, successors, and assigns and any affected third parties (including, but not limited to, all non-Debtor parties asserting Interests in the Property), notwithstanding any subsequent appointment of any trustee under any chapter of the Bankruptcy Code, upon which trustee such terms and provisions likewise shall be binding.

19. The net proceeds of sale shall be paid to Westfeild Bank at closing, provided however, so much of the sale proceeds may retained by the title agent to pay any broker's or realtor's fees authorized by further order of this Court.

20. The failure specifically to include any particular provisions of the Sale or the Purchase Agreements in this Order shall not diminish or impair the effectiveness of such

provisions, it being the intent of the Court that the Sale and the Purchase Agreement be authorized and approved in their entirety as if fully stated herein.

21. Any notices of appeal of this Order must be in writing and must be filed with the Court and served on (a) Anthony J. DeGirolamo, Esq., 3930 Fulton Dr., N.W., Ste. 100B Canton, Ohio 44718, Attorneys for the Debtor; and (b) Hayes Realty, Attn: Eli Dorman, 4368 Dressler Road NW, Suite 104, Canton, Ohio 44718, for Purchaser.

22. This Order shall be effective immediately upon its entry. The stays provided under Bankruptcy Rules 6004(g) and 6006(d) are both hereby waived and no stay shall apply to the Sale. This Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rule 7062 or otherwise. This Order is, and shall be entered by the Clerk in the records of the Debtor's case as, a "final" order pursuant to Fed. R. Civ. P. 54 and 58 and Bankruptcy Rules 5003, 7054, and 9021.

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PREPARED BY:

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COUNSEL FOR THE
DEBTOR AND DEBTOR IN POSSESSION

EXHIBIT A

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

- 1. GENERAL TERMS: Temple Square Properties LLC, Seller, agrees to sell to Anthony J. Manfreda or Assigned entity to be formed prior to closing, Buyer, who agrees to buy, for the sum of One Hundred Ten Thousand and 00/100 Dollars (\$ 110,000.00) real estate located at 210-212 E Cuyahoga Falls Ave - Akron, OH 44310 + 2 vacant lots on Thayer St which sale is procured by NAI CUMMINS REAL ESTATE, Broker, including the following: parcel #'s: 6837491, 6734169, 68 013 6 5
2. CO-BROKERAGE: This sale is co-brokered with Idea Realty - Tracey Touma Broker, on a 2.5% to Idea Realty basis.
3. PAYMENT: THE BUYER AGREES TO PLACE IN ESCROW PAYABLE TO THE ORDER OF KINGDOM TITLE. \$ 5,000.00 To be deposited with Kingdom Title or its assigns, upon acceptance of the Offer. \$ 105,000.00 Balance by: conventional financing
4. DEPOSIT: Pursuant to the Ohio Revised Code, in the event of a dispute, a Mutual Release shall be executed by all parties prior to the release of any monies deposited. In the event of a dispute over the disposition of the deposit, the Broker shall retain said deposit until (1) Buyer and Seller have settled the dispute; (2) Disposition has been ordered by a final court order; or (3) Broker deposits said amount with a court pursuant to applicable court procedures.
5. SPECIAL CONDITIONS: Buyer to make a written application for mortgage commitment within 5 days of executed purchase agreement. Offer is subject to Buyer walking through the property, to be done within 5 days of executed purchase agreement. Buyer to notify Seller, in writing, of their intention to move forward within 24 hours of completing their walkthrough. Rents to be prorated to the date of closing. All security deposits to be transferred to Buyer at closing. This agreement is subject to consent and approval of Westfield Bank and bankruptcy court.
6. MORTGAGE: Buyer has 30 days to obtain a mortgage commitment and if not obtained, this Contract is void. All money and notes in escrow shall be promptly returned to Buyer, without further liability by, between, and among Seller, Buyer, and Broker pursuant to Paragraph 4 above.
7. GENERAL WARRANTY DEED: The General Warranty Deed will be in the name of Anthony J. Manfreda Seller shall convey title by General Warranty Deed, which shall except reservations, restrictions, easements, conditions, zoning ordinances, legal highways, if any, of record, and taxes and assessments not yet due and payable.
8. ESCROW/CLOSING: Kingdom Title or its assigns, shall be the Escrow/Closing Agent. Closing of the sale under this Agreement shall take place on or before 6-9-17; or such other time and place as is mutually agreeable to the parties Authority is given to the Escrow/Closing Agent to make payment of the selling expenses.
9. POSSESSION: Buyer shall be given possession of the property at the time the Deed is filed.
10. TITLE POLICY: Seller, through Seller's title agency, shall provide to the Buyer a Title Insurance Commitment for an Owner's/Mortgagee's Title Policy in the amount of purchase price.
11. SELLER'S EXPENSE: Seller shall pay a brokerage fee as set forth by agreement between the Seller and the Broker, expenses for preparing a deed, county transfer taxes, title search, real estate tax proration, one-half the cost of the Evidence of Title, including but not limited to the Title Insurance Premium and Policy Commitment, and one-half the escrow fee.
12. BUYER'S EXPENSE: The Buyer shall pay the cost of filing the deed and shall pay for one-half the cost of the Evidence of Title; including but not limited to the Title Insurance Premium and Policy Commitment, and any other expenses of the mortgage and one-half the escrow fee.
13. TAXES AND ASSESSMENTS: Taxes and Certified Assessments shall be prorated as of the date the deed is filed. If new construction or a tax bill is not yet available, the Escrow/Closing Agent shall estimate the taxes, hold 1.5 times the estimated amount in escrow, and pay the actual bill when available and refund the difference to Seller.
14. RISK OF LOSS: Any risk of loss to the property shall be borne by Seller until title has been conveyed to the Purchaser.
15. TENANTS: If this is a rental property, rent shall be prorated to the date the deed is filed. Seller shall pay Buyer the amount of the proration and the amount of any security deposits.
16. VACANT LAND: If this is vacant land for which there is no County approved sewer, Buyer has 45 days to obtain septic approval. If the approval is denied, this Contract is void.
17. CONDITION OF PROPERTY: Buyer has inspected the property and is buying the property in its present "AS IS" condition, except as written, and acknowledges that after examining the property, including underground petroleum storage, EPA requirements, costs, and/or income and expense has signed this agreement as a result of examination and not upon representation made by SELLER, BROKER, or any Agent or Salesperson. (BROKER shall not be liable for any defaults arising from any acts or omissions by or upon the part of SELLER or BUYER). Buyer and agents of the Buyer shall have reasonable access to the property to inspect the condition of the premises including the plumbing, heating and electrical systems, and if applicable, well and septic system, and conduct Environmental Phase I Audit. THE SELLER HEREBY AFFIRMS THAT THERE ARE NO EXISTING OR PENDING COMPLIANCE ORDERS BY ANY GOVERNMENT AGENCY OR AUTHORITY
18. ARBITRATION: Any dispute as a result of this transaction shall be settled by binding arbitration by the American Arbitration Association and its rules.
19. USE OF PROPERTY: It is Buyer's duty to determine zoning and any regulations restricting the use of this property. Buyer accepts the property based on its Independent duty to determine zoning and is not relying upon any statements or actions of Seller, the Broker or any person representing either.
20. ORAL STATEMENTS: Are you relying on any oral statement that is not in this agreement? YES NO (Please initial your answer.) If yes, please write the oral statement:
21. EXPIRATION: This offer shall expire unless a copy hereof with Seller's written acceptance is delivered to Buyer or his Representatives within 3 days from date.
22. TIME: Time is of the essence of this Agreement.
23. ADDENDUMS: THIS CONTRACT IS SUBJECT TO THE AGENCY DISCLOSURE FORMS PROVIDED BY THE SELLER AND THE BUYER, AND THE FOLLOWING ADDENDUMS none
24. All data about the property, its condition, use, income and expense, buildings, dimensions, or environmental disclosure has been provided by Seller. NAI Cummins Real Estate and its agents or sales persons do not guarantee any of the information. If you have any questions, you should contact your legal counsel, your accountant, or any of your advisors so that you can determine the accuracy of any of this information independently.

Buyer: Anthony J. Manfreda Date: 4-27-17

Anthony J. Manfreda

Buyer: Date:

Address:

Seller: Temple Square Properties LLC Date: 4/26/2017

DocuSigned by: Frank Coetta

Seller: Date:

Address: 794 N Main St