PURCHASE AND SALE AGREEMENT

This agreement, including all attached Exhibits ("Agreement"), effective as of the latest signature date below ("Effective Date") is by and among Jeffrey Wendel. An Individual ("Seller") and 725 Bank Street Development Inc., an Ohio Corporation ("Buyer") for the Purchase and Sale of TD Development Inc., an Ohio Corporation ("Company").

RECITALS

WHEREAS, Seller is the sole owner of the issued and outstanding interest ("Membership Interest") in the Company, which maintains its principal office at 1259 Buglers Sound Cir., Batavia, OH 45103; and

WHEREAS, the Company's sole asset is one parcel of real property located at 66 Church Street, Canajoharie, NY 33137 ("Property"); and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, Seller's entire Membership Interest in the Company including the Property.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Seller and Buyer hereby agree as follows:

1. **SALE.** Subject to the terms of this Agreement, at the Closing, the Seller shall sell, transfer, and assign, and the Buyer shall purchase, all of the Seller's Membership Interest in and to the Company free and clear of all encumbrances, other than those expressly assumed by Buyer as identified herein. The term Membership Interest as used in this agreement shall mean all of Seller's membership interest in and to the Company including, but not limited to: (i) all of the profits, losses, items in the nature of income, gain, credit, expense, or loss, and the surplus and/or distributions allocable to the Seller in respect to said interest; (ii) Seller's rights, obligations, duties, powers and benefits as owner of the Membership Interest in the Company with respect to such interest including but not limited to those set forth in any Operating Agreement or amendments thereto; (iii) any and all other right, title and interest attributable to the Seller under any agreement relating to the Company and any other laws or applicable principles of the common law with respect to such interest; and (iv) the Property located at 66 Church Street, Canajoharie, NY 33137 and all improvements, fixtures, rights and easements appurtenant thereto.

2. **PURCHASE PRICE.** The Purchase price for Seller's Membership Interest is $1.00 (One Dollar) payable at closing.

3. **ASSUMED LIABILITIES.** As additional consideration, Buyer shall assume, pay, perform and discharge all liabilities of Seller ("Assumed Liabilities"):

4. **CLOSING.** Closing shall take place on a date and time to be agreed among the parties to this Agreement. Each party may execute this Agreement at different times.

5. **CLOSING DELIVERABLES.** At the date of the Closing:
   a. Seller shall deliver the following:
      i. An executed original of this Agreement, including any Exhibits.
      ii. Any agreements, deeds, papers, documents, correspondences, contracts, or other tangible materials related to the Property or the Company or reasonably necessary to effectuate the intent of this Agreement.
      iii. All keys to the Property.
   b. Buyer shall deliver the following:
      i. An executed original of this Agreement, including any Exhibits.

6. **SELLER'S REPRESENTATIONS.** The Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:
   a. Assets. Company owns only the Property and no other assets.
   b. Authority and Capacity: Jeffrey Wendel has all requisite power, authority and capacity on behalf of the Seller to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. No approval or consent of any persons other than Jeffrey Wendel is necessary.
   c. Agreement Will Not Cause Breach or Violation. The execution, delivery and performance of this Agreement by Seller does not, and the consummation of the transaction contemplated hereby will not, (a) result in a breach of or default under any other agreement to which Seller is a party or by which he is bound; or (b) violate any law applicable to Seller or any judgment, order, Injunction, decree or award of any court, arbitrator, administrative agency or governmental body applicable to or binding upon Seller.
   d. Fair Value. Seller agrees the consideration paid herein by Buyer is based on the fair market value of the assets sold herein. Seller agrees this is an arms-length transaction.

e. Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms.

f. Title to Seller's Interest. Seller is the sole lawful record and beneficial owner of all of the membership interest in and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever.

g. Existing Liabilities. The Company has no debt or outstanding liabilities except property taxes owed on the Property.

h. Compliance with Laws. Seller's operation of the Company has been in conformity with all applicable federal, state and local laws, ordinances and regulations, and Seller has received no notice of alleged noncompliance. There is no litigation pending or, to the best of Seller's knowledge, threatened (whether or not covered by insurance), nor any order, injunction, or decree outstanding nor to the best of Seller's knowledge, any proceeding, or governmental investigation existing or pending, against Seller, the Company, or the Company's assets, nor to the best of Seller's knowledge, is there any basis for any such litigation.

i. Securities Laws. This sale is not required to be registered under the Securities Act of 1933 or the Ohio Securities Act ("Securities Laws") pursuant to one or more exemptions. Seller did not publicly advertise the sale of securities to Buyer or anyone else. Seller will timely file a report with the Ohio Department of Commerce under Ohio Revised Code Section 1707.03(Q) and pay all costs associated.

7. **BUYER'S REPRESENTATIONS.** The Buyer hereby represents and warrants to seller, and covenants with Seller, as follows:

a. Authority and Capacity of Buyer. The execution, delivery and performance of this Agreement by Buyer does not, and the consummation of the transaction contemplated hereby will not, (a) result in a breach of or default under any other agreement to which the Buyer is a party or by which Buyer is bound; or (b) violate any law applicable to Buyer, or any judgment, order, injunction, decree or award of any court, arbitrator, administrative agency or governmental body applicable to or binding upon Buyer.

b. Binding Agreement. This Agreement has been duly and validly executed and delivered by Buyer and constitutes Buyer's valid and binding agreement, enforceable against Buyer in accordance with and subject to its terms.

c. Buyer's Knowledge of the Company. Buyer is familiar with the business technologies, financial condition, risks, and prospects of the Company, and Seller has made no representation or warranty regarding its business, technologies, financial condition or prospects. Seller is selling Seller's Membership Interest without representation, warranty, promise, or guarantee of any kind or nature, other than those made herein, and Buyer is purchasing Seller's Membership Interest based entirely on Buyer's knowledge and the results of its own due diligence, and without reliance on any information or representations made by, or obtained or received from, Seller or their respective agents, servants, employees, members, officers, consultants, or attorneys.

d. Securities Laws. Buyer is acquiring the Seller's Membership Interest for Buyer's own investment account and is not acquiring the Seller's Membership Interest with a view to or for sale in connection with, any distribution thereof within the meaning of the Securities Act of 1933, as amended. Buyer is an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"). Buyer understands that the Membership Interest has not been registered under the Securities Act or any state securities laws and is being transferred to Buyer, in part, in reliance on the foregoing representation.

8. **OCCUPANCY OF THE PROPERTY.** At Closing Seller shall turnover possession of the Property.

9. **TITLE TO THE PROPERTY.** The Parties hereby acknowledge that good title to the Property, which is more particularly described in **EXHIBIT 1**, is attached hereto and made a part hereof, and all encumbrances, instruments, documents and filings as appear on the land records for the city wherein the Property lies:
   a. All building lines, if established, zoning regulations and ordinances of the municipality or county in which the Property lies, executive order, or public or private law, utility easements, covenants and restrictions as may appear of record, public improvement assessments, and/or unpaid installments thereof, variances, leases, liens, mortgages, security interests, and subordination agreements.
   b. Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Property, and all statutory and other rights of others in and to any such watercourse or body of water.
   c. Any state of facts that an accurate survey or personal inspection would disclose.

10. **BROKERS.** The Seller and Buyer each represent that neither party has used a Broker regarding the sale of the Company. The parties shall save and hold each other harmless from any loss, expense or liability, including court costs, reasonable attorneys' fees, and expert witness fees for a breach of the foregoing representations.

11. **FEDERAL AND STATE INCOME TAXES.**
    a. Buyer, the Company, and Seller shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns pursuant to this Section or providing information needed to file any tax Returns for the Seller and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information 'which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.
    b. The Company and Seller agree (A) to retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing until the expiration of the statute of limitations (and, to the extent notified by Buyer or Seller, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (B) to give the other party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other party so requests, the Company or Seller, as the case may be, shall allow the other party to take possession of such books and records.
    c. Buyer and Seller further agree, upon request, to use their best efforts to obtain any certificate or other document from any governmental authority or any other person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including, but not limited to, with respect to the transactions contemplated hereby).

12. **CONFIDENTIALITY.** It is understood that the contents of this Agreement, any and all documentation and information, including but not limited to, the Information, the Company's assets, liabilities, business opportunities, and financial condition and prospects, provided by Seller to Buyer, or learned by Buyer in its investigation of the purchase contemplated by this Agreement (collectively "Confidential Information") are strictly confidential

13. **FURTHER ACTION.** The parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement.

14. **NOTICES.** All notices, consents, reports, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; or (b) sent by a nationally

recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission, PDF or email with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 3 business days thereafter. All Notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery; and provided further, however, that Notices given by facsimile, PDF or email shall be deemed given when received by facsimile, PDF or email, as the case may be. Each party shall be entitled to change its address for Notices from time to time by delivering to the other party Notice thereof in the manner herein provided for the delivery of Notices. All Notices may be sent by counsel for the parties and shall be sent to the addressee at its address set forth following its name below:

If to Seller:
Jeffrey Wendel
1259 Buglers Sound Cir.
Batavia, OH 45103

If to Buyer:
725 Bank Street Development Inc.
C/O John Ziggas, III
6480 Shiloh Rd.
Goshen, OH 45122

15. **SEVERABILITY.** In the event that any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision shall be deemed deleted from this Agreement or modified to the extent necessary to render this Agreement fully enforceable, and as so altered or modified, this Agreement shall continue in frill force and effect.

16. **WAIVERS.** The rights of each of the patties under this Agreement are cumulative. The rights of each of the parties hereunder shall not be capable of being waived or modified other than by an express written waiver or modification signed by the parties hereto. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or modification of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a waiver, suspension or modification of any such right.

17. **SECTION HEADINGS.** The Section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The Recitals set forth above shall be deemed part of the Agreement.

18. **CONSTRUCTION.** Unless the context otherwise requires, when used herein, the singular shall be deemed to include the plural, the plural shall be deemed to include each of the singular, and pronouns of one or no gender shall be deemed to include the equivalent pronoun of the other or no gender. Each party acknowledges that it has participated in the negotiation of this Agreement, and no provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto or thereto by reason of such party having or being deemed to have drafted such provision; and that each of the parties hereto at all times has had access to an attorney in the negotiation of the terms of and in the preparation and execution of this Agreement. If any provision of this Agreement is held to be void or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

19. **BENEFIT SUCCESSORS BOUND, ASSIGNMENT.** This Agreement, including the exhibits hereto, shall be binding upon, and shall inure to the benefit of, the undersigned parties and their respective heirs, legal representatives, successors and permitted assigns. It is the specific intention of the parties that neither this Agreement nor anything contained herein shall benefit any person or entity other than the specific parties to this Agreement. This Agreement shall not be assigned by the Buyer without the written consent of the Seller.

20. **AMENDMENT.** This Agreement may be amended only by an instrument in writing executed by all of the parties hereto.

21. **ENTIRE AGREEMENT.** This Agreement and the exhibits attached hereto represent a complete integration of all the prior and contemporaneous agreements and understandings of the parties with respect to the sale and purchase of the Company and the Company's assets. Any and all prior agreements and understandings with respect to such sale and purchase are hereby superseded by this Agreement.

22. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile or electronic copies of the parties' signatures hereto shall be treated as originals thereof.

23. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Ohio. The parties further agree that the execution of this Agreement, the acceptance of the terms and conditions hereunder, and the place of performance shall be deemed to have state of Ohio, and the parties hereby submit to the jurisdiction of the courts of the State of Ohio. Any action relating to the validity, interpretation, or enforcement of the terms of this Agreement and all matters arising out of this Agreement, directly or indirectly, shall be instituted and litigated solely and exclusively in the courts for the State of Ohio and in no other.

Intending to be legally bound by this Agreement as of the Effective Date, the parties have set their hand on the date written below:

Seller: Jeffrey Wendel

By: Jeffrey Wendel

12/20/15
Date

Buyer: 725 Bank Street Development, Inc.

By: John Ziggas, III
Its Sole Shareholder

12/20/15
Date

EXHIBIT 1

LEGAL DESCRIPTION

All that piece or parcel of land, situate, lying and being in the Village of Canajoharie, County of Montgomery and State of New York, bounded and described as follows:

Beginning at a point in the easterly margin of Church Street where the east margin of Church Street intersects the northerly margin of Canal Street, said point of beginning also being the southwesterly comer of lands conveyed by the Village of Canajoharie to Beech-Nut Life Savers, Inc., by deed dated January 2, 1957, and recorded in the Montgomery County Clerk's Office in Book 304 of Deeds at Page 324, and running thence N. 13° 53' E. along the easterly margin of Church Street for a distance of 272.32 feet to a point; thence continuing along the easterly margin of Church Street N. 19° 54' E. for a distance of 22.67 feet to a point; thence N. 14° 04' E. along said Church Street for a distance of 146.08 feet to a point; thence N. 15° 19' E. along the said easterly margin of Church Street for a distance of 129.89 feet to a point where the easterly margin of Church Street intersects the southerly margin of Market Street; thence running along the southerly margin of Market Street for the following courses: S. 88° 26' E., 44.00 feet, S. 80° 24' E., 46.00 feet, S. 76° 50' E., 264.15 feet and S. 77° 58' 23" E. for a distance of 173.26 feet to a point marking the northwest comer of lands conveyed by Beech-Nut Foods Corporation to the Village of Canajoharie by Deed dated October 19, 1977, and recorded in the Montgomery County Clerk's Office in Book 417 of Deeds at Page 4; thence S. 17° 23' 17" W. along the west line of said lands of the Village of Canajoharie for a distance of 74.75 feet to a point marking the southwest comer of said lands of the Village of Canajoharie; thence S. 73° 12' 23" E. for a distance of 135.12 feet to an existing iron pipe marking the southeast comer of said lands of the Village of Canajoharie; thence N. 05° 45' 49" W. along the east line of the Village's lands for a distance of 98.04 feet to an existing iron pipe; thence N. 78° 27' 02" W. for a distance of 20.92 feet to a point; thence N. 12° 09' 00" E. for a distance of 64.11 feet to a point; thence N. 08° 03' 33" E. for a distance of 58.00 feet to a point; thence running S. 81° 39' 28" E. along lands of the State of New York for a distance of 54.00 feet lo a point; thence S. 77° 36' 35" E. for a distance of 213.93 feet to a canal monument ; thence running along a curve to the right having a radius of 3973 feet and a length of 727.28 feet to a point; thence S. 68° 54' IO" E. continuing along lands of the State of New York on the north for a distance of 481.26 feet to a point, last line passing over a canal monument at a distance of 402.89 feet; thence running along a curve to the right having a radius of 140 feet and a length of 372.53 feet to a point; thence running N. 72° 45' W. along lands owned by the State of New York on the south for a distance of 879.12 feet to a point; (last described line passing over an existing Canal Monument at 124.06 feet) thence S. 19° 11' W. along lands of the State of New York on the east for a distance of 198.70 feet to an existing concrete highway monument; thence S. 33° 30' W. for a distance of 61.30 feet to a point; thence S. 14° 52' W. along lands of the State of New York on the east for a distance of 247.00 feet to a point in the northerly margin of New York State Highway Route 5S; thence running in a general westerly direction for the following courses along the said northerly margin of Route 5S; N. 86° 24' W., 36.75 feet, N. 81° 21' W., 338.09 feet, N. 79° 58' W., 89.43 feet, N. 78° 40' W., 80.19 feet, N. 77° 18' W.,277.69 feet, and N. 75° 54' W. for a distance of 273.60 feet to a point in the easterly margin of an alley just east of the "Kelly Block"; thence N. 13° 55' E. for a distance of 122.87 feet along the said easterly margin of said alley to a point; thence S. 89° 30' W. for a distance of 12.25 feet to a point; thence N. 73° 55' W. along the northerly margin of Canal Street for a distance of78.80 feet to the point or place of beginning.

Parcel II:

All that piece or parcel of land situate, lying and being in the Village of Canajoharie, County of Montgomery and State of New York, bounded and described as follows:

Beginning at a point in the northerly margin of East Main Street (New York State Route 5S), which point is the southwesterly comer of lands conveyed to the State of New York by Deed recorded in Book 216 of Deeds on Page 303; thence N. 80° - 11' W., 277.25 feet along the northerly margin of East Main Street to the southeasterly comer of lands of Snyder; thence N. 20° - 27' E., 141.71 feet along the easterly line of said lands of Snyder to a point; thence S. 71° - 53' - 04" E., 48.41 feet along the southerly line of lands appropriated by the State of New York for construction of the New York State Thruway to a point; thence N. 17° - 15' E., 60.00 feet along the easterly line of said lands of the State of New York to a point; thence S. 71° - 53' -04" E., 209.30 feet along the southerly line of

said lands of the State of New York to a point; thence S J 3° - 57' W., 162.00 feet along the westerly line of lands of the State of New York to the point or place of beginning.

Parcels I and II above being the same premises conveyed to the Grantor herein by Deed dated January 27, 1995 and recorded in the Montgomery County Clerk's Office on February 21, 1995 in Liber 569 of Deeds at page 193.

Parcel III:

All that certain piece or parcel of land, lying situate and being on the easterly side of Church Street, also known as New York State Route 10, in the Village and Town of Canajoharie, County of Montgomery and State of New York, bounded and described as follows:

Commencing at a point at the southwesterly comer of the lands herein described and on the easterly side of the said Church Street in distance 24.4 feet from the centerline of the traveled track thereof; said point being 1.22 feet westerly from PK Nail set 2/04 in pavement on northerly side of a concrete walk located on the southerly end of the said Canal Street and on the northerly side of the brick building known as the "Kelly Block"; said PK Nail being North 15° 13' East 7.9 feet from the northwesterly comer of the said Kelly Block; Said first mentioned point being the Point of Beginning of the lands herein described; thence leaving said point

North 13° 53' East 16.21 feet along the easterly side of the said Church Street to a point on the easterly side thereof in distance 24.4 feet from the centerline of the traveled track thereof at the northwesterly comer of the lands herein described; thence leaving said point on the following two (2) bearings and distances along the lands now or formerly of the said Beech-Nut Nutrition Corp. 589/193 (304/324)

South 73° 55' East 78.80 feet to a point; and

North 89° 30' Fast 12.25 feet to a point at the northeasterly comer of the lands herein described; thence leaving said point

South 13° 55' West 18.52 feet continuing along the lands of the said Beech-Nut Nutrition Corp. to a PK Nail set in the ground 2/04 at the southeasterly comer of the lands herein described; thence leaving said PK Nail

North 76° 18' West 63.92 feet through the said Canal Street and partially along the said walk on the northerly side of the said Kelly Block (now or formerly of Canajoharie 2000, Inc. 656/347) to a Railroad Spike set 2/04 at the base of a ramp in the said walk; thence leaving said Railroad Spike on the following Two (2) bearings and distances continuing through the said Canal Street and along the northerly side of the said walk

North 64° 14' West 10.62 feet to a PK Nail set 2/04; and

North 75° 01' West 16.28 feet passing through the first above mentioned PK Nail set 1.22 feet from the point of beginning.

Parcel III being the same premises conveyed to the Grantor herein by Deed dated March 11, 2004 and recorded in the Montgomery County Clerk's Office on March 25, 2004 in Liber 734 of Deeds at page 84.

Excepting and reserving from the premises conveyed herein:

All that certain lot, piece or parcel of land lying, situate and being on the northerly side of East Main Street, also known as NYS Route 5S, in the Village and Town of Canajoharie, County of Montgomery, State of New York bounded and described as follows:

Commencing at a PK nail set 2/04 on the northerly side of the walk along the northerly side of the said East Main Street at the southwesterly corner of the lands herein described and 0.6' westerly from the southwesterly comer of the "Gum Building" located on the lands herein described; said PK nail being 24.7' perpendicular from the

centerline of the traveled track of the said East Main Street; Said PK Nail being the Point of Beginning of the lands herein described; thence leaving said PK nail North 13° 55' East 99.10 Feet along the lands now or formerly of Canajoharie 2000, Inc. 656/347 running 0.6' westerly of the said "Gum Building" located on the lands herein described and along the easterly side of an alley leading from the said East Main Street to Canal Street, to a PK Nail set 2/04 at the northwesterly corner of the lands herein described; thence leaving said PK Nail.

South 75° 53' East 147.83 feet along the remaining lands of the said Beech-Nut Nutrition Corp. and running along the northerly face of the said "Gum Building" to a cabin spike set 2/04 in the ground at the base of the northeasterly corner thereof; said cabin spike being at the northeasterly comer of the lands herein described; leaving said cabin spike

South 14° 05' West 99.07 feet along the remaining lands of the said Beech-Nut Nutrition Corporation being along the easterly face of the said "Gum Building" to a PK Nail set 2/04 in the ground at the southeasterly comer of the main building and on the northerly side of the said walk along East Main Street in distance 24.7' from the centerline of the traveled track thereof, at the southeasterly comer of the lands herein described; thence leaving said PK Nail

North 75° 54' West 147.54 feet along the northerly side of the said walk and being essentially along the southerly face of the said "Gum Building" to the point or place of beginning.

Being the same premises conveyed by the Grantor herein to the Village of Canajoharie by Deed dated March 11, 2004 and recorded in the Montgomery County Clerk's Office on March 12, 2004 in Liber 733 of Deeds at Page 283.

EXHIBIT 2

CONSENT RESOLUTIONS
OF
TD DEVELOPMENT, INC.

WHEREFORE, the undersigned, Jeffrey Wendel ("Shareholder") hereby certifies that he is the sole shareholder of TD Development, Inc. ("Company"); and

WHEREAS, Shareholder and Company desires to sell Company's entire membership interest in TD Development, LLC, including any assets owned by TD Development, LLC, to 725 Bank St. Development Inc.

NOW, THEREFORE, the Shareholder and Company unanimously consent and agree to the following resolutions:

RESOLVED, that Shareholder and Company hereby waive any requirement pursuant to any agreement, law, or other authority for a shareholder of the Company to give notice, meet, deliberate, vote, or record minutes on the subject of this Consent Resolution.

RESOLVED, that Jeffrey Wendel is authorized to enter into an agreement for the sale of TD Development Inc. to 725 Bank St. Development Inc.

RESOLVED, that Jeffrey Wendel is authorized to execute any and all agreements and related documents on behalf of the Company in order to effectuate the intent of these resolutions.

COMPANY: TD Development Inc.

By: Jeffrey Wendel
Its Sole Shareholder

12/20/15
Date

SHAREHOLDER: Jeffrey Wendel

Jeffrey Wendel

12/20/15
Date

EXHIBIT 4

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment is entered into by and among TD Development Inc. ("Assignor") and 725 Bank Street Development, Inc. ("Assignee"), pursuant to the foregoing Agreement.

1. **ASSIGNMENT.** The Assignor hereby assigns and transfers to the Assignee all of the Assignor's right, title and interest in and to TD Development Inc, an Ohio Company ("Assigned Interest"), including all voting, consent and financial rights now or hereafter existing and associated with ownership of the Assigned Interest. This Bill of Sale and Assignment shall be deemed a part of and subject to the terms of the Purchase and Sale Agreement.

2. **ACCEPTANCE.** The Assignee accepts the assignment of all of the Assignor's right, title and interest in and to the Assigned Interest.

3. **ABSOLUTE CONVEYANCE.** The conveyance of the Assigned Interest hereunder is an absolute and irrevocable transfer to Assignee, free and clear of all liens and restrictions.

4. **POWER OF ATTORNEY.** Assignor hereby appoints Assignee as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to execute any and all documents to complete, insure, and perfect the conveyance and transfer to Assignee and its successors and assigns, of all the right, title, and interest of Assignor in and to the Assigned Interest hereby conveyed. The authority hereby conferred by the foregoing sentence is and shall be irrevocable and is deemed coupled with an interest.

ASSIGNOR: Jeffrey Wendel

By: Jeffrey Wendel

12/20/15
Date

ASSIGNEE: 725 Bank Street Development, Inc.

By: John Ziggas, III
Sole Shareholder

12/20/15
Date