

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MICHIGAN - SOUTHERN DIVISION

FILED

2004 SEP 22 PM 3:47

DANIEL M. LAVILLE CLERK
U.S. BANKRUPTCY COURT
WEST. DIST. OF MICH.

In Re:

SFORZA ENTERPRISES, LLC and
SFORZA VENEER-AMERICAN, INC.,

Debtors.

Case No. HG 04-08715
Chapter 11
Ancillary Proceedings
Hon. Jeffrey R. Hughes

NOTICE OF DEBTOR-IN-POSSESSION'S INTENT TO SELL REAL PROPERTY

PLEASE TAKE NOTICE that Dr. Fabrizio Mancini, the court-appointed Debtor-In-Possession, has filed a Motion, Pursuant to § 363(b) and § 363(f) for an Order Authorizing the Debtor, Sforza Enterprises, LLC, to Sell Certain Real Property Free and Clear of Liens and Other Interests generally as follows:

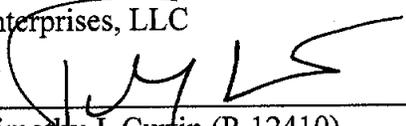
1. The Debtor-In-Possession is seeking approval of the Purchase Agreement, as described in the Motion, to sell to Frost Links, Inc. the real property located at 2900 Northridge Drive, NW, Walker, Michigan, along with certain associated personal property.
2. The purchase price will be Nine Hundred Fifty Thousand Dollars (\$950,000). A six per cent (6%) real estate commission is proposed to be paid to S.J. Wisinski & Company pursuant to the Purchase Agreement.
3. The property will be sold "AS IS, WHERE IS," free and clear of all Liens and Claims, as defined in the Motion. To the extent that any such Liens and Claims exist, the same shall attach to the proceeds of the sale, with the same validity, rank, and priority as now exist in the property.
4. Any response or objection by a party in interest must be filed in writing with the United States Bankruptcy Court for the Western District of Michigan, P.O. 3310, Grand Rapids, Michigan 49501, with copies of the same being served upon Timothy J. Curtin, Varnum, Riddering, Schmidt & Howlett LLP, P.O. Box 352, Grand Rapids, Michigan 49501-0352, such that they are received at least five (5) days prior to the hearing on the Motion.
5. Any person who desires additional information may review the Motion on file with the Bankruptcy Court Clerk's Office, or may contact Timothy J. Curtin at (616) 336-6000.
6. A hearing will be held on October 21, 2004, at 1:30 p.m., in the United States Bankruptcy Court, in Courtroom No. 758 on the 7th Floor of the Gerald R. Ford Federal Building, 110 Michigan Street, N.W., Grand Rapids, Michigan, to consider confirmation of the proposed sale, and any objections thereto.

7. Notice is hereby given that the Court may, in its discretion, orally continue or adjourn the above hearing on the record in open court. If this occurs, parties in interest will not be given further written notice of the continued or adjourned hearing. If an entity is not present at the originally-scheduled hearing, information regarding the time, date, and place of an orally-continued or adjourned hearing may be obtained at the Clerk's office from the court files or the docket.

Dated: September 23, 2004.

VARNUM, RIDDERING, SCHMIDT & HOWLETT^{LLP}
Counsel for Dr. Fabrizio Mancini, Debtor-In-Possession of
Sforza Enterprises, LLC

By: _____


Timothy J. Curtin (P-12410)

Business Address:

Bridgewater Place - P.O. Box 352

Grand Rapids, MI 49501-0352

Telephone: (616) 336-6000

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UNITED STATES BANKRUPTCY COURT
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DANIEL M. LAVILLE CLERK
U.S. BANKRUPTCY COURT
WEST. DIST. OF MICH.

In Re:

SFORZA ENTERPRISES, LLC and
SFORZA VENEER-AMERICA, INC.,

Debtors.

Case No. HG 04-08715
Chapter 11
Ancillary Proceedings
Hon. Jeffrey R. Hughes

**MOTION, PURSUANT TO § 363(b) AND § 363(f) OF THE BANKRUPTCY CODE FOR
AN ORDER AUTHORIZING THE DEBTOR, SFORZA ENTERPRISES, LLC, TO
SELL CERTAIN REAL PROPERTY FREE AND CLEAR OF LIENS AND
OTHER INTERESTS**

NOW COMES Sforza Enterprises, LLC and Sforza Veneer-America, Inc. (collectively, the "Debtors"), through their court-appointed Debtor-In-Possession, Dr. Fabrizio Mancini ("DIP") and his counsel, Varnum, Riddering, Schmidt & HowlettLLP, and hereby moves the Court as follows:

1. This Court has jurisdiction over this Motion under 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
2. Venue in these proceedings and this Motion is proper in this District, pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory bases for the relief requested herein are Sections 105(a), 304, and 363 of the Bankruptcy Code.

Background

4. On July 15, 2004 the DIP, with Dr. Vito Puce, acting as co-trustees of certain bankruptcy proceedings in Italy, filed a petition pursuant to § 304 of the Bankruptcy Code against the Debtors.

5. On August 13, 2004 this Court entered an Order granting relief under § 304, which Order appointed the DIP and created a bankruptcy estate for the Debtors identical to that provided in § 541 of the Bankruptcy Code.

Proposed Sale

6. One of the major assets of the estate is the office and warehouse building located at 2900 North Ridge Drive, NW, Walker, Michigan, Permanent Parcel No. 41-13-04-327-002 (the "Plant"), legally described as: Lot 7, Blanch Plat, according to the recorded plat thereof in Liber 111 of Plats, Pages 3 and 4, County of Kent, City of Walker, State of Michigan.

7. Since his appointment, the DIP has been attempting to liquidate the assets of the estate, including the Plant. Among his other efforts, the DIP has been working with the real estate brokerage firm of S.J. Wisinski & Company ("Wisinski"), and has a pending motion for the approval of the appointment of such company as real estate broker.

8. Commencing in approximately January 2004, the principals of the Debtors had listed the Plant for sale with Wisinski. While listed for sale, the highest offer received by Wisinski for sale of the Plant was \$825,000.

9. Since approximately the end of March 2004, the principals of the Debtor retained Wisinski to lease the Plant. Wisinski's efforts to lease the Plant were unsuccessful.

10. The only known appraisal of the Plant was performed prior to the completion of construction, approximately three years ago, and valued the property at \$1,100,000.

11. At the time of the commencement of the instant case, and for some substantial period beforehand, the Debtors were not in operation and there is no likelihood that they will return to operations since the principals of the Debtors are, themselves, bankrupt in Italy.

12. As a result, the Plant is not necessary for the ongoing operations of the Debtors.

13. The DIP has received an offer to purchase the Plant for \$950,000. A copy of that offer is attached hereto and made a part hereof as Exhibit A.

14. The Plant has an assessed value for real property tax purposes of \$416,800.

15. Among other things, the offer allows the DIP to store, free of charge, the major remaining assets of the estate at the Plant while the DIP seeks to liquidate the same.

16. The DIP believes that the offer embodied in Exhibit A represents a fair value for the Plant and that the same should be approved, authorizing sale of the property under §§ 363(b) and 363(f) "free and clear of any interest in such property of an entity other than the estate."

17. Apart from the real property taxing authorities, the only other party known to claim an interest in the Plant is Chemical Bank-West ("Bank"), claiming a mortgage interest of approximately \$850,000.

18. The Bank has been given notice of this Motion and, on information and belief, Bank consents to the proposed sale of the Plant.

19. Debtor, Sforza Veneer-America, Inc., at one point leased the Plant from the other Debtor, Sforza Enterprises, LLC. It is not known if any formal lease existed between the Debtors. However, to the extent a formal lease existed, the DIP, representing both lessor and lessee, terminates the same and consents to the transfer free of any leasehold interest.

WHEREFORE, the DIP respectfully requests that this Court:

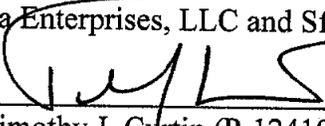
- A. Authorize the sale, free and clear of liens, to the proposed purchaser pursuant to the Purchase Agreement;
- B. Authorizes payment of the real estate commission contemplated by the offer;
- C. Terminates any leasehold interest of Sforza Veneer-America, Inc.; and

D. For such other and further relief as the Court may deem just.

Respectfully submitted,

VARNUM, RIDDERING, SCHMIDT & HOWLETT LLP
Counsel for Dottore Fabrizio Mancini, Debtor-In-Possession
for Sforza Enterprises, LLC and Sforza Veneer-America, Inc.

Date: September 22, 2004

By: 

Timothy J. Curtin (P-12410)

Business Address:

Bridgewater Place - P.O. Box 352

Grand Rapids, MI 49501-0352

Telephone: (616) 336-6000

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BUY AND SELL AGREEMENT FOR OFFICE, COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY PROPERTY

Office of S.J. Wisinski & Company REALTOR®

Grand Rapids (city), Michigan Phone: 616-942-8877 Fax: 616-942-2854

Email: mgantos@sjwisinski.com Date: 8/30/04 (time)

1. The undersigned Buyer and Seller each acknowledge the Selling Salesperson is acting as (check one):

- Subagent of the Seller
- Agent of the Buyer
- Dual Agent (with written, informed consent of both Buyer and Seller)
- Other (specify): _____

2. Buyer's Offer. The undersigned (the "Buyer") offers and agrees to purchase the property located in the City of Walker Kent County, Michigan, commonly known as 2900 Northridge Drive NW

Permanent Parcel Number 41-13-04-327-002 and legally described as follows:
Legal to be confirmed by ALTA survey, see attached surveys as reference.

(the "Land"), together with all buildings, fixtures and improvements situated on the Land (the "Improvements"), and all equipment and other personal property appurtenant to and currently used in connection with the Improvements including personal property as described in Exhibit E (the "Personal Property"), all of which is collectively referred to herein as the "Premises", except the following:

3. Purchase Price. The purchase price for the Premises is:

Eight Hundred Twenty Five Thousand Dollars and 00/100

Dollars (\$825,000.00). Any allocation of the purchase price between Land, Improvements, and Personal Property shall be set forth on an attached Exhibit.

4. Terms of Payment shall be as indicated by "X" below (other unmarked terms of purchase do not apply).

Cash. The Buyer shall pay the full purchase price to the Seller upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified in Section 16 below.

New Mortgage. The Buyer shall pay the full purchase price to the Seller upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified in Section 16 below, contingent upon the Buyer's ability to obtain a conventional type 20 year mortgage loan in the amount of \$ 825,000.00 bearing interest at a rate no greater than 5.75 % per annum. The Buyer shall apply for the mortgage loan immediately and accept it promptly if tendered. If Buyer does not deliver to Seller on or before 30 days after acceptance of offer (date), proof that Buyer has accepted a mortgage loan commitment, Seller may thereafter at any time treat this contingency as not having been satisfied and terminate this Agreement by written notice to Buyer, unless Buyer has waived this contingency in writing, prior to the date indicated in this paragraph.

Contract Purchase Money Mortgage. The Buyer shall pay the full purchase price to the Seller pursuant to the terms and conditions stated in a West Michigan Regional Form Number 1 Land Contract or a Purchase Money Mortgage upon performance by Seller of the closing obligations specified in Section 16 below. The Land Contract or Purchase Money Mortgage shall provide a down payment of \$ _____ and payment of the balance \$ _____ in _____ installments of \$ _____ or more, at Buyer's option, including interest at the rate of _____ % per annum computed monthly, interest to start on date of closing, and first payment to become due _____ days after date of closing. The entire unpaid balance will become due and payable _____ months after closing.

Seller understands that consummation of the sale or transfer of the Premises shall not relieve the Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation.

Additional Provisions:

Seller agrees to provide Buyer an additional 30 days to close on the premises, provided Buyer gives Seller timely notice that they have accepted financing commitment. Chemical Bank agrees to make this loan to Buyer, subject to Chemical Bank's underwriting of financial statements of prospective loan guarantors.*

5. Survey. A new recertified existing ALTA survey showing all easements of record, improvements, and encroachments, if any, shall be provided by Buyer Seller as soon as possible after the later to occur of (i) the title insurance commitment referenced in Section 6 below is delivered to the party responsible for the survey; and (ii) Buyer's right to terminate under Section 7 below is waived or deemed to have been waived. If the survey reveals a matter that materially and adversely affects the value of the Property or Buyer's intended use of the Property, Buyer shall have the right to terminate this Agreement by giving Seller written notice within _____ (_____) calendar days after copies of both the survey and title commitment referenced in Section 6 below are delivered to Buyer, otherwise Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. Other:

Buyer to have until the end of due diligence period to approve the survey.

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Revision Date 03/2004

NOT AUTHORIZED FOR USE AFTER MARCH 1, 2005

*Chemical Bank agrees to make this loan without fees to Borrower, and using all existing documentation (e.g. survey, environmental report, & appraisal)

[Signature] Buyer's Initials Seller's Initials

[Signature]

Buy and Sell Agreement for Office, Commercial, Industrial and Multi-Family Property Page 2 of 6

6. **Title Insurance.** At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in Section 10 below) vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after the Effective Date of this Agreement, and shall be delivered as soon as feasible thereafter. If any matter disclosed by the title commitment adversely and materially affects the value of the Property or Buyer's intended use of the Property, Buyer shall have the right to terminate this Agreement by giving Seller written notice within _____ (_____) calendar days after copies of both the title commitment and survey referenced in Section 5 above are delivered to Buyer, otherwise Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. A matter disclosed on the title commitment that is in the form of a lien that is liquidated in amount and that can be readily discharged (such as a mortgage) shall not be grounds for termination of this Agreement by Buyer under this Section so long as Seller discharges such lien(s) at the closing. Other title policy to provide extended coverage, survey, and access endorsements and is to be without standard exceptions and shall be subject to Buyer's approval within 14 days of receipt of commitment and all underlying exception documents from Transaction Title and receipt of survey.

Inspections. By signing this Agreement, Buyer is representing that the Buyer is aware that inspection services of buildings and building components and systems are commercially available at a fee. Buyer has the right to inspect the buildings and building components and systems or have the buildings and building components and systems inspected by experts selected by the Buyer. The Buyer has elected to arrange and pay for inspections including, but not limited to, the following:

- No inspections
- Plumbing
- Heating, Ventilating & Air Conditioning
- Electrical
- Structural, including roof
- Termites and other wood destroying insects
- Other (specify):

Any other inspections Buyer(s) deems necessary.

The Buyer shall have the right to terminate this Agreement if the inspection reports are not acceptable to the Buyer by giving Seller written notice within 30 calendar days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived.

Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether made intentionally or negligently) regarding any aspect of the Premises or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the Premises "as is" and "with all faults" (whether obvious or concealed), except as otherwise expressly provided in the documents specified in the preceding sentence. Other: _____

8. **Closing Adjustments.** The following adjustments shall be made between the parties as of the close of business on the closing date, with the Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:

- a. Prepaid rent and Additional Rent (as defined in the paragraph);
- b. Interest on any existing indebtedness assumed by Buyer;
- c. Charges for any transferable service contracts assigned to Buyer described in Exhibit D;
- d. Utility deposits;
- e. Security deposits;
- f. All operating expenses including, but not limited to, CAM, taxes, insurance, plus Additional Rent shall be allocated accurately between the parties pursuant to the leases.

If any tenant is late, delinquent or otherwise in default in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent; Buyer shall pay such past due rent to Seller promptly upon receipt, but Buyer shall not be obligated to file suit to collect such rent and shall reassign the claim to Seller on demand. If any tenants are required to pay percentage rent, escalation charges for real estate taxes, operating expenses, cost-of-living adjustments or other charges of a similar nature ("Additional Rent") and any Additional Rent is collected by Buyer after closing attributable in whole or in part to any period prior to closing, Buyer shall promptly pay to Seller Seller's proportionate share of the Additional Rent. Other: _____

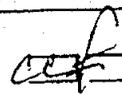
Buyer will not be responsible for and is not assuming any of Seller's obligations with respect to the property or any costs attributable to any period prior to closing except as expressly set forth in this agreement.

9. **Property Taxes.** Seller shall pay delinquent property taxes. The current year's property taxes will be paid as follows (choose one):

- No proration:
 - Buyer Seller shall pay taxes billed Summer 2004 (year).
 - Buyer Seller shall pay taxes billed Winter 2004 (year).
- Calendar Year Proration (all taxes billed or to be billed in the year of closing). Calendar year tax levies will be estimated, if necessary, using taxable value on the day of closing, broken down to a per diem tax payment and prorated to day of closing with Seller paying for January 1 to day of closing.

Special Assessments and deferred assessments, whether due in installments or otherwise, which are due and payable on or before the Effective Date of this Agreement shall be paid by Seller. All other special assessments, including deferred assessments, for improvements now installed, not yet installed, or in the process of being installed, that are first due and payable after the Effective Date of this Agreement shall be paid by Buyer. Other: Seller shall be responsible for all special assessments.

Property Address 2900 Northridge Drive NW
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Revised Date 03/2004
NOT AUTHORIZED FOR USE AFTER MARCH 1, 2005

 Buyer's Initials Seller's Initials



Buy and Sell Agreement for Office, Commercial, Industrial and Multi-Family Property

10. Conveyance. Upon performance by Buyer of the closing obligations specified in Section 17 Below, Seller shall convey the marketable title to the Premises to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by Section 4 above, including oil, gas, and other mineral rights, subject only to existing zoning ordinances, and such building and use restrictions and easements as do not materially interfere with the current use of the Premises. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Premises include unplatted land: Seller agrees to grant Buyer at closing the right to make (insert number) all permitted division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before _____ (date) of the proposed division to create the Premises. Other:

Seller intends to grant buyers all divisions' rights it possesses with respect to the subject property.

11. Warranties of Buyer. Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows: a. The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer. b. There is no litigation or proceeding pending, or to the Buyer's knowledge threatened, against or involving the Buyer, and the Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Seller or Seller's interests under this Agreement. c. In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Premises or any aspect of this transaction, which are not expressly set forth in this Agreement.

Other:

Also, Buyer has obtained (or will obtain before closing) all proper authority necessary to enter into and carry out the terms of this agreements, such as consents resolutions, etc.

12. Warranties of Seller. Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows: a. Seller's interest in the Premises shall be transferred to Buyer on the closing date, free from liens, encumbrances and claims of others. b. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Premises. c. There is no litigation or proceeding pending or to the Seller's knowledge threatened, against or involving the Seller or the Premises, and the Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Buyer or Buyer's title to and use of the Premises, before or after closing. d. Seller shall continue to operate the Premises in the ordinary course of business and maintain the Premises in a state of good condition and repair during the interim between the signing of this Agreement and the closing date. e. If a statement(s) of income and expense with respect to the operation of the Premises is(are) described in Exhibit B, such statement(s) is(are) accurate for the period(s) designated in the statement(s). f. The information concerning written leases and any tenancies not arising out of written leases described in Exhibit C is accurate as of the Effective Date of this Agreement, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit C (the "Leases"). Except as otherwise described in Exhibit C: (1) All of the leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended or extended; (2) No renewal or extension options have been granted to tenants; (3) No tenant has an option to purchase the Premises; (4) The rents set forth are being collected on a current basis and there are no arrearages in excess of one month; (5) There are no security deposits, and (6) No real estate brokerage commission will become payable under any existing arrangement upon exercise of any options or other right to extend or renew the term of any lease or purchase of the Premises. g. If a schedule of service, maintenance, supply and management contracts ("Service Contracts") is described in Exhibit D, the Exhibit lists all the Service Contracts currently in effect with respect to the Premises. h. The Premises will be in compliance with any applicable smoke detector ordinances as of the closing date. i. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions. j. Seller is without personal knowledge as to the presence on the Premises of any toxic or hazardous substances or of any underground storage tanks. k. Other:

13. Sidewalk Inspection. If Premises is in a municipality that requires a sidewalk inspection, Seller shall order the inspection and pay for any repairs deemed necessary by the municipality, so that the Premises will be in compliance with any applicable sidewalk ordinance as of the closing date.

14. Damage to Premises. If between the Effective Date of this Agreement and the closing date, all or any part of the Premises is damaged by fire or natural elements or other causes beyond the Seller's control which cannot be repaired prior to the closing date, or any part of the Premises is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer of such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of the damage or taking. If neither elects to terminate this Agreement, Buyer does not elect

Buy and Sell Agreement for Office, Commercial, Industrial and Multi-Family Property

there shall be no reduction of the purchase price and at closing Seller shall assign to Buyer whatever rights Seller may have with respect to any insurance proceeds or eminent domain award.

- 15. Closing. The closing shall be held ~~on or before~~ the later of 45 days after court approval or 15 days after due ~~diligence period ends~~ (date), and as promptly as practical after all necessary documents have been prepared. An additional period of thirty (30) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in a closing on or before the required date.
- 16. Possession. Seller shall tender to Buyer possession of the Premises upon completion of the closing, ~~subject to all existing leases and rights of tenants in possession.~~ Upon Seller's acceptance, or Buyer's acceptance of a counter offer, Buyer shall have the right to enter upon the Premises during reasonable business hours for purposes of inspections and tests; provided, however, that such inspections and testing shall not unreasonably interfere with the rights of tenants in possession and shall not cause physical damage to the Premises. Other:

- 17. Seller's Closing Obligations. At closing, Seller shall deliver the following to Buyer:
 - a. The warranty deed, land contract or assignment of land contract required by Section 4 of this Agreement.
 - b. A bill of sale for any Personal Property (described in Exhibit "E")
 - c. A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
 - d. An assignment of all Seller's rights under any Service Contracts described in Exhibit D which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
 - e. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
 - f. Any other documents required by this Agreement to be delivered by Seller.
 - g. An accounting of operating expenses including, but not limited to, CAM, taxes, insurance, plus Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.
- 18. Buyer's Closing Obligations. At closing, Buyer shall deliver to Seller the following:
 - a. The cash portion of the purchase price specified in Section 4 above shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance with this Agreement.
 - b. A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgment of the receipt of all security deposits.
 - c. Any other documents required by this Agreement to be delivered by Buyer.
- 19. 1031 Tax Deferred Exchange. Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the nonrequesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
- 20. Notices. Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by certified mail or other form of documentable delivery addressed to the parties at their addresses specified in the proximity of their signatures below, and any notices given by mail shall be deemed to have been given as of the date of the postmark.
- 21. Additional Acts. Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.
- 22. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the sale of the Premises. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
For purposes of this Agreement, the phrase "Effective Date of this Agreement" shall be the date upon which this Agreement is fully executed pursuant to Section 32 or 33 below, whichever may apply.
- 23. Earnest Money. Buyer gives S.J. Wisinski & Company REALTOR, 7 days to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller. Buyer shall deposit \$ 20,000.00 with REALTOR with this offer; within seven (7) days after acceptance of this offer; OR upon acceptance of this offer, evidencing Buyer's good faith, to be held by the REALTOR and to apply on the purchase price or the down payment portion thereof where applicable. If this offer is not accepted or the title is not marketable or if the purchase is contingent upon conditions specified which cannot be met, this deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages ~~at Seller's election or, alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer.~~ If the sale is not closed according to its terms, the selling REALTOR may notify Buyer and Seller of REALTOR'S intended disposition of the earnest money deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR is notified of a court action pending concerning this sale or disposition of earnest money within sixty (60) days after notice to the parties. ✓ as sellers only remedy
- 24. Disclosure of Price and Terms. The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer which would require a counter acceptance.
- 25. Credit Reports. Buyer consents that, if not otherwise prohibited, the REALTOR may give Seller information about the Buyer contained in a credit report which may be furnished to the REALTOR by a reporting agency.

 Buyer's Initials

Seller's Initials

Buy and Sell Agreement for Office, Commercial, Industrial and Multi-Family Property Page 5 of 6

26. **Advice of Counsel.** Buyer acknowledges that the REALTOR has recommended that Buyer retain an attorney to pass upon the marketability of title, to ascertain that the terms of the sale are adhered to before the transaction is closed and to advise with respect to the Notice referenced in Paragraph 27 hereof.

27. **Environmental.**

a. **Notice to sellers, buyers, landlords and tenants (environmental risks).**

Whenever property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it, or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence.

No real estate broker/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate broker/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

b. **Environmental reports and assessments.**

(1) Seller shall provide copies of any existing Environmental Assessments or reports involving the Premises within 2 calendar days after the Effective Date of this Agreement.

(2) At Buyer's option, Buyer shall be given access to the Premises during normal business hours to perform an ASTM E1528 Transaction Screen or an ASTM E1527 Phase I Site Assessment (individually or collectively the "Environmental Assessment"). Buyer shall pay 100 % and Seller shall pay _____ % of the cost of the Environmental Assessment. The Environmental Assessment shall be ordered by the Buyer Seller. The Environmental Assessment shall be completed within 30 calendar days after the ~~Effective Date of this Agreement~~ ^{due diligence} and shall be certified to Buyers, or its Lenders or Assigns

(3) If an Environmental Assessment of the Premises reveals recognized environmental conditions as defined by ASTM, then Buyer shall have the right to:

- (a) terminate this Agreement within 30 calendar days after receipt of the Environmental Assessment report; or
- (b) provide Seller with the Environmental Addendum to Buy and Sell Agreement (Seller's refusal to execute the Environmental Addendum within 30 days shall, at Buyer's option, terminate this Agreement); or
- (c) proceed with the purchase.

(4) For residential housing units, Seller will attach either the Seller's acknowledgment Form Concerning Lead-Based Paint or a Lead-Based Paint Seller's Disclosure form, depending on whether the improvements were built prior to 1978 or 1978 or later.

c. **Nondisclosure.**

If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b. above, Buyer shall not disclose its Environmental Assessment report(s) to any third-party. At Seller's request, Buyer shall provide copies of any Environmental Assessment report(s) to Seller.

d. **Other:**

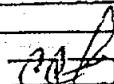
28. **Brokerage Fee.** Seller and/or Buyer agrees to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, Buyer Seller agrees to pay a brokerage fee of

* _____ This brokerage fee shall be paid in full promptly after it is earned, but not later than any applicable closing. Unless otherwise previously agreed, Buyer and/or Seller agrees that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Other:

*6% of the sales price of the property including any loan assumption (e.g. \$825,000.00)

29. **Other Provisions.**

See First Addendum

 Buyer's Initials

Seller's Initials

Buy and Sell Agreement for Office, Commercial, Industrial and Multi-Family Property
Other Exhibits.

30. Index of Exhibits.

Not Applicable	Attached	Seller to Furnish	Exhibit	Subject	Attached	Seller to Furnish	Exhibit	Subject
	X		A	Disclosure Regarding Real Estate Agency Relationships			F	Addendum
		X	B	Income and expense with respect to the operation of the Premises				
X			C	Written leases and any tenancies not arising out of written leases				
		X	D	Service Contracts				
	X		E	List of Personal Property				

31. By signing below, Buyer acknowledges having read and received a copy of this Agreement.

Witness: _____

Buyer: _____

Buyer: _____
(Note: Please sign as you wish your name to appear on the final papers.)

Buyer's Address: _____

Bus. Phone: _____ Fax: _____

E-Mail: _____

Buyer(s) Social Security Number(s) or Federal ID Number: _____

Date: _____ (time)

SELLER'S ACCEPTANCE

32. The above offer is hereby accepted:

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, this becomes the Effective Date of this Agreement.

Seller gives REALTOR above named until _____ (time) _____ (date), to obtain Buyer's written acceptance of counter offer, if any.

Witness: _____

Seller: _____

Seller: _____
(Note: Please sign as you wish your name to appear on the final papers.)

Seller's Address: _____

Bus. Phone: _____ Fax: _____

E-Mail: _____

Seller(s) Social Security Number(s) or Federal ID Number: _____

BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ (time)

33. Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If the acceptance was subject to changes from Buyer's offer, the Buyer agrees to accept those changes, all other terms and conditions remaining unchanged. If this Agreement is signed by the Buyer without any modification, this becomes the Effective Date of this Agreement.

Witness: _____

Buyer: _____

Buyer: _____

SELLER'S RECEIPT OF ACCEPTANCE

Date: _____ (time)

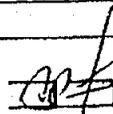
34. Seller acknowledges receipt of a copy of the Buyer's acceptance of the counter-offer (if Seller made a counter-offer).

Witness: _____

Seller: _____

Seller: _____

Property Address: 2900 Northridge Drive NW

 Buyer's Initials

Seller's Initials

S.J. WISINSKI & COMPANY

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

PROPERTY ADDRESS: 2900 Northridge Drive NW, Walker, Michigan
PERMANENT PARCEL NUMBER: 41-13-04-327-002

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee.

As of Jan. 1, 1994 Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

A broker or sales person may function in any of the following capacities:

- represent the seller as an authorized seller's agent or subagent
represent the buyer as an authorized buyer's agent or subagent
represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer
represent neither the seller or buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator

SELLER'S AGENT

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

The duties that a seller's agent and subagent owes to the seller include:

- promoting the best interests of the seller
fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase
keeping confidential the seller's motivations for selling
presenting all offers to the seller
disclosing the identities of all buyers and all information about the willingness of those buyers to complete the sale or to offer a higher price

BUYER'S AGENT

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

The duties a buyer's agent and subagent owe to the buyer include:

- promoting the best interests of the buyer
fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase
keeping confidential the buyer's motivations for buying
presenting all offers on behalf of the buyer
disclosing to the buyer all information about the willingness of the seller to complete the sale or to accept a lower price.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of the seller, the buyer, and the broker of S.J. Wisinski & Company.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer, and may include the provision that the broker will not knowingly say anything or do anything which might place one party at a disadvantage, including the disclosure of personal confidences. For example, unless otherwise agreed, the dual agent broker will not disclose to the buyer that the seller might accept other than the listed price or terms; nor shall the dual agent broker disclose to the seller that the buyer might be willing to pay a higher price or terms other than offered.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transactional coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include:

- providing access to and the showing of the property
providing access to market information
providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
presenting a buy and sell agreement and any subsequent counter-offers
assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

REAL ESTATE LICENSEE DISCLOSURE

I hereby disclose that the agency status I/we have with the buyer and/or seller below is:

- Seller's agent or subagent
Buyer's agent or subagent
Dual agent
Transaction coordinator
None of the above

This form was provided prior to my exposure to any confidential information

Licensee: Michael Gautos

Date

ACKNOWLEDGMENT:

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. A copy of the S.J. Wisinski & Company Agency Policy is available upon request.

ENVIROCLEAN

Buyer/Seller (circle one)

Date

By: [Signature]
Buyer/Seller (circle one) Its: Trustee

Date

8/27/04

**COMMERCIAL ALLIANCE OF REALTORS® ADDENDUM # 1 FOR
PERSONAL PROPERTY, EQUIPMENT, FIXTURES OR IMPROVEMENTS**

Office of S.J. Wisinski & Company, REALTOR, Michigan

Phone: 616-942-8877 FAX: 942-2854 Date: _____, 2004, _____ Time

Addendum to Agreement dated _____ covering property commonly known as
2900 Northridge Drive NW, Walker, Michigan

Included in the sale/lease. Personal property, equipment, fixtures or improvements:

1. All property on the premises including but not limited to:
2. All furniture on the premises
3. All lawn mowers and floor scrubbers
4. All phone systems
5. Seller shall provide all necessary title and UCC release forms to Buyer
6. at closing
7. _____
8. _____

Not included in the sale/lease. Personal property, equipment, fixtures or improvements:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

By signing below Buyer/Tenant acknowledges having read and received a copy of this agreement.

Witness _____ X [Signature] Buyer/Tenant
 X _____ Buyer/Tenant

By signing below Seller/Landlord acknowledges having read and received a copy of this agreement.

Witness _____ X _____ Seller/Landlord
 X _____ Seller/Landlord



SECOND ADDENDUM TO BUY AND SELL AGREEMENT

This SECOND ADDENDUM TO BUY AND SELL AGREEMENT is entered into on August 30, 2004, between SFORZA ENTERPRISES, LLC, a Michigan limited liability company ("Seller") and FROST LINKS, INC., a Michigan corporation ("Buyer").

RECITALS

A. Buyer and Seller have entered into a certain Buy and Sell Agreement for Office, Commercial, Industrial and Multi-Family Property, on even date herewith, with respect to real property and improvements located at 2900 Northridge Drive, N.W., Walker, Michigan, being identified as permanent parcel number 41-13-04-327-002 (the "Property").

B. The Buy and Sell Agreement has been supplemented by a certain Commercial Alliance of Realtors Addendum No. 1 for Personal Property, Equipment, Fixtures or Improvements (the "First Addendum"). (The Buy and Sell Agreement, as supplemented by the First Addendum, is referred to as the "Agreement").

C. The parties wish to further amend, modify and supplement the Agreement.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. Notwithstanding any provision in this Agreement to the contrary, Buyer shall have a period of 30 days (the "Due Diligence Period"), commencing on the date Buyer receives from Seller written notice that Seller has received the Court Approval (defined in Section 7 of this Second Addendum), during which Buyer shall seek to obtain any necessary acquisition financing, conduct all necessary inspections (including environmental inspections) of the Property, and review and approve the survey and title insurance commitment for the Property. If, prior to 5:00 p.m. on the last day of the Due Diligence Period, Buyer fails to send to Seller written notice of its intent to proceed with the purchase of the Property, then this Agreement shall be deemed terminated, the earnest money shall be returned to Buyer, and the parties shall have no further obligation one to another. The Due Diligence Period may be extended pursuant to the provisions of Sections 4 and 27 in the Agreement.

2. The following provision is deleted from Section 4 of the Agreement:

"Chemical Bank agrees to make this loan to Buyer, subject to Chemical Bank's underwriting of financial statements of prospective loan guarantors. Chemical Bank agrees to make this loan without fees to Borrower, and using all existing documentation (e.g., survey, environmental report, & appraisal)."

cel

3. The last sentence of Section 8 of the Agreement is amended as follows:

"Buyer will not be responsible for and is not assuming any of Seller's obligations with respect to the Property or any costs attributable to any period prior to closing."

4. Regarding Section 9 of the Agreement: (a) Seller is aware of no special assessments. If any special assessments exist, Seller shall be responsible only for such installments as are billed prior to the closing date, and Buyer will be responsible for all installments of special assessments thereafter; and (b) Buyer's obligation to pay winter, 2004 real estate taxes, as set forth in Section 9 of the Agreement, is conditioned upon Seller obtaining the Court Approval prior to November 14, 2004.

5. The survey to be provided to Buyer pursuant to Section 5 of the Agreement shall include items 1, 2, 3, 4, 6, 7a, 8, 9, 10 and 11a from Table A of the ALTA/ACSM Survey Standards.

6. Buyer's purchase of the Property includes all personal property on or relating to the maintenance or operation of the Property, including without limitation, all furniture, fixtures and equipment on the Property, all machinery within the building situated on the Property, all forklifts, all lawnmowers and floor scrubbers, any automobiles and trucks, and all phone systems and corresponding office materials. At the closing, Seller will convey such property to Buyer pursuant to a Bill of Sale which will include a warranty of title, but will not include any warranties as to condition. Seller will evidence its good title to such property by providing to Buyer at the closing all necessary proofs of title and UCC release forms.

7. The sale of the Property by Seller to Buyer must be approved by the U.S. Bankruptcy Court for the Western District of Michigan, having jurisdiction in the case of Sforza Enterprises LLC, et al (being case number HG 04-08715) (the "Court Approval"). Seller agrees to seek the Court Approval by filing a motion with the Court within 10 days of the date of this Agreement.

8. Seller shall convey the Property pursuant to such deed as is typically utilized by bankruptcy trustees in the Western District of Michigan.

9. The closing will occur on the date which is fifteen days from the expiration of the Due Diligence Period.

10. Seller is unaware of any service contracts, utility deposits or security deposits and, if any exist, is not undertaking to assign the same to Buyer. A lease may have existed between Seller and its co-debtor, Sforza Veneer-America, Inc. Seller will effectively reject such lease, pursuant to the procedures provided for in the Bankruptcy Code, at such time as it obtains the Court Approval.

11. Regarding Section 12 of the Agreement:

CLF

(a) Section 12b and Section 12c are subject to Seller's pending bankruptcy case.

(b) Seller is conducting no business currently on the Property.

(c) The sale of the Property is "as-is, where-is".

(d) No financial statements will be provided by Seller to Buyer.

12. Seller will assign no leases or service contracts to Buyer at the closing.

13. The contemplated sale may accelerate the current bank mortgage to which the Property is subject.

14. Either party may terminate this Agreement within 10 days of damage or taking by eminent domain. If neither party elects to terminate, there will be no reduction in the purchase price, but all condemnation or insurance proceeds will be paid to Buyer at the closing.

15. Seller is unaware of any existing environmental report. Seller will have no responsibility to provide or pay for any environmental report under this Agreement.

16. Exhibits B, C and D, referenced in Section 30 of the Agreement, do not apply to this transaction, and will not be delivered by Seller to Buyer.

17. Buyer agrees to indemnify Seller against any loss or damage resulting from Buyer's inspection of the Property.

IN WITNESS WHEREOF, this Second Addendum is signed on the date first above mentioned.

SFORZA ENTERPRISES, LLC, a Michigan limited liability company

By:

Timothy J. Curtin
Its attorney in fact for the Debtor-in-Possession and not personally

SELLER

FROST LINKS, INC., a Michigan corporation

By:

[Signature]
Its PRESIDENT

BUYER

through Dr. Fabrizio Mancini, as Debtor-in-Possession and not personally
242665.01

ccf

9/21/04

THIRD ADDENDUM TO BUY AND SELL AGREEMENT

This **THIRD ADDENDUM TO BUY AND SELL AGREEMENT** (this "Addendum") is entered into on 9/21, 2004, between **SFORZA ENTERPRISES, LLC**, a Michigan limited liability company ("Seller") and **FROST LINKS, INC.**, a Michigan corporation ("Buyer").

Background

A. Buyer and Seller have entered into a certain Buy and Sell Agreement for Office, Commercial, Industrial and Multi-Family Property, dated August 30, 2004 (the "Buy Sell Agreement") with respect to real property and improvements commonly known as 2900 Northridge Drive, N.W., Walker, Michigan (Parcel No. 41-13-04-827-002), as more particularly described therein (the "Premises").

B. The Buy Sell Agreement was amended by that certain Commercial Alliance of Realtors Addendum No. 1 for Personal Property, Equipment, Fixtures or Improvements (the "First Addendum"), and that certain Second Addendum to Buy Sell Agreement, dated August 30, 2004 (the "Second Addendum"). (The Buy Sell Agreement, as amended by the First and Second Addenda, is referred to herein as the "Agreement").

C. The parties wish to further amend, modify and supplement the Agreement.

Agreement

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. The Purchase Price for the Premises shall be Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00).

2. The First Addendum and the first sentence of Paragraph 6 of the Second Addendum are deleted. Buyer's purchase of the Premises shall include only those real estate fixtures that are integral to the building located upon the Premises, the furniture and office furnishings (excluding therefrom all computer equipment), the shop vacuum, the floor scrubber, and the lawnmower (if the lawnmower is owned by Seller). Seller shall retain title to all personal property situated on or about the Premises and not specifically conveyed to Buyer pursuant to the Agreement, and Seller may store, and have access to, during normal business hours, such reserved personal property on a rent-free basis for up to sixty (60) days following the closing.

3. The last sentence of Paragraph 1 of the Second Addendum regarding extension of the Due Diligence Period is deleted.

4. The closing date for the transaction contemplated by the Agreement may be extended for a period up to thirty (30) days pursuant to Paragraph 4 of the Buy Sell Agreement or if Seller requires additional time to correct any title or survey defects it has elected to cure.

Notwithstanding anything to the contrary in the Agreement, the parties shall have no further rights to defer the closing except by mutual written agreement.

5. The following sentence is added to the end of Paragraph 4 of the Buy Sell Agreement:

Buyer shall apply for its financing immediately upon execution hereof from at least three (3) recognized financial institutions in the greater Grand Rapids area and, at Seller's request, shall provide Seller with evidence that Buyer has made such applications.

6. Paragraph 5 of the Buy Sell Agreement ("Survey") is amended as follows:

Seller shall deliver to Buyer any existing survey of the Premises, if any, that Seller is able to locate in lieu of a "new" or "recertified" survey, and shall have no further obligation in connection with the survey other than providing reasonable access to any surveyor Buyer may engage to survey the Premises. Buyer shall pay for any cost in recertifying the existing survey or, if Buyer so elects, in obtaining a new survey.

7. The last sentence of paragraph 6 of the Buy Sell Agreement ("Title Insurance") following the word "other," is deleted and substituted with the following:

Seller will provide a title policy with standard exceptions. If Buyer desires extended coverage, survey or access endorsements, or elimination of the standard exceptions, any increased cost shall be paid by Buyer.

8. The second sentence of paragraph 1 of the Second Addendum is deleted and substituted with the following:

If Buyer (a) cannot satisfy its financing contingency, or (b) determines that the condition of the Premises is not acceptable due to (i) a survey or title matter that unreasonably affects the value of the Premises for Buyer's intended use of the Premises, and that Seller cannot or chooses not to cure, or (ii) a physical condition existing at the Premises that unreasonably affects the value of the Premises and/or will prevent Buyer from effectively using the Premises for Buyer's intended use, and that Seller cannot or chooses not to cure, Buyer shall have the right to terminate the Agreement by delivery of written notice to Seller prior to expiration of the Due Diligence Period. Upon timely delivery of such notice of termination, the Agreement shall terminate and the Earnest Money deposit shall be returned to Buyer. If Buyer terminates the Agreement for a reason other than those set forth at (a) and (b) above, the Earnest Money deposit shall be forfeited and paid by Realtor to Seller. If Buyer fails to deliver timely notice of termination as provided above, the Agreement shall continue in full force and effect and, except in the event of Seller's default, the Earnest Money deposit shall be non-refundable. The foregoing termination rights supersede all termination rights set forth in the Buy Sell Agreement.

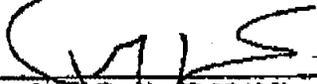
9. The parties' obligations to perform pursuant to the Agreement shall be contingent upon the bankruptcy court approval of the sale as provided for in Paragraph 7 of the Second Addendum.

10. In the event of any inconsistency or conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control.

SELLER:

SFORZA ENTERPRISES LLC, through Dr. Fabrizio Mancini, as Debtor-In-Possession and not personally

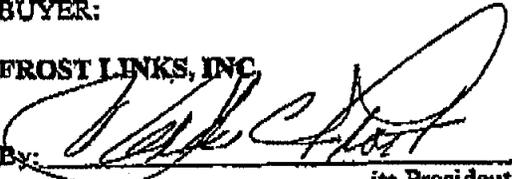
Dated: _____, 2004

By: 
Timothy J. Curtin (P-12410)
as Counsel for the Debtor-In-Possession
and not personally

BUYER:

FROST LINKS, INC.

Dated: 9/21/04, 2004

By: 
_____, its President