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June 7, 2012

FLORIDA DEPARTMENT OF STATE

Division of Corporations

CORBITT MANUFACTURING COMPANY, INC.

854 NW GUERDON ST

LAKE CITY, FL 32055US

SUBJECT: CORBITT MANUFACTURING COMPANY, INC.

REF: J23604

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please correct your document to reflect that it is filed pursuant to the correct statute number.

PLEASE INCLUDE BOTH 607.1006 AND 607.1008 IN THE ARTICLES OF AMENDMENT.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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Darlane Connell
Regulatory Specialist II

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**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
CORBITT MANUFACTURING COMPANY, INC.**

12 JUN -7 PM 4:51
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Pursuant to the provisions of Section 607.1006 and 607.1008, Florida Statutes, this Florida Profit Corporation adopts the following amendment to its Articles of Incorporation.

1. The name of the Corporation is Corbitt Manufacturing Company, Inc.
2. The Articles of Incorporation of the Corporation are hereby amended to change the name of the Corporation from Corbitt Manufacturing Company, Inc. to Lakecorp, Inc.
3. Adoption of this amendment was approved by James F. Martin, the court-appointed receiver for the Corporation pursuant to the authority granted him pursuant to that certain Order Confirming Receiver's Sale of Certain of the Assets of Corbitt Manufacturing Company, Inc. Pursuant to the Asset Purchase Agreement dated May 22, 2012 and Granting Related Relief entered in the Circuit Court of the 4th Judicial Circuit in and for Duval County, Florida, Case No: 16-2011-CA-010514, Division CV-H.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this 5th day of June, 2012.


James F. Martin, Court-Appointed Receiver

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**IN THE CIRCUIT COURT OF THE 4TH
JUDICIAL CIRCUIT IN AND FOR DUVAL
COUNTY, FLORIDA**

**CASE NO: 16-2011-CA-010514
Division CV-H**

**WELLS FARGO BANK, N.A., a national
banking association, successor by merger to
Wachovia Bank, National Association, a
national banking association, successor by
merger to SouthTrust Bank, a banking
corporation, formerly known as SouthTrust
Bank, National Association,**

Plaintiff,

v.

**CORBITT MANUFACTURING
COMPANY, INC., a Florida corporation,**

Defendant.

**ORDER CONFIRMING RECEIVER'S SALE OF
CERTAIN ASSETS OF CORBITT
MANUFACTURING COMPANY, INC. PURSUANT TO
THE ASSET PURCHASE AGREEMENT DATED
MAY 22, 2012 AND GRANTING RELATED RELIEF**

This matter came before the Court for a hearing at 9:30 a.m. on June 1, 2012 to consider the Motion to Confirm the Receiver's Sale of Substantially All of the Assets of Corbitt Manufacturing Company, Inc. (the "Motion to Confirm") filed by James F. Martin as Receiver ("Receiver") for Corbitt Manufacturing Company, Inc. ("CMC"). Having heard the argument of counsel for each party to this action, considered the evidence presented and being otherwise advised in the premises, the Court makes the following findings of fact and conclusions of law.

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Findings of Fact

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law.

2. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of conclusions of law constitute findings of fact, they are adopted as such.

3. Pursuant to § 26.012, Florida Statutes, the Court has jurisdiction over the Motion to Confirm and the transaction(s) contemplated by that certain Asset Purchase Agreement dated May 22, 2012 between CMC, as seller, and Corbitt Acquisition, LLC, an affiliate of Oldcastle Lawn and Garden, Inc., as purchaser ("Purchaser") (collectively, the Asset Purchase Agreement and the transactions contemplated therein are hereinafter referred to as the "APA"). Venue is proper pursuant to § 47.011, Florida Statutes.

4. The Motion to Confirm and the hearing thereon were properly noticed to all parties to the action and also to H. Charles Corbitt, III, the sole shareholder and former principal of CMC. No objection to the Motion to Confirm or to the hearing thereon has been filed.

The Receiver's Authority

5. On December 19, 2011, the Court entered the Stipulated Order Appointing Receiver (the "Order Appointing Receiver") establishing James F. Martin as the Receiver of CMC and all of CMC's real and personal property wherever located, including certain real property owned by H. Charles Corbitt, III that are subject to liens in favor of Wells Fargo Bank, N.A. ("Wells Fargo"). Each party to this action and H. Charles Corbitt, III stipulated and agreed to the appointment of the Receiver and the authority vested in him pursuant to the Order Appointing Receiver.

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6. Pursuant to the Order Appointing Receiver, the Receiver was vested with all power and authority provided under § 607.1432, Florida Statutes, in order to carry out his duties to manage and operate CMC on a day to day basis and to market and sell CMC's business as a going concern. The Receiver was also vested with the authority to (i) dispose of all or any part of CMC's assets, wherever located, at a public or private sale and (ii) exercise all the powers of CMC as a corporation through or in place of its board of directors or officers to the extent necessary to manage the affairs of CMC in the best interests of CMC's creditors.

The Receiver's Performance

7. Subsequent to appointment, the Receiver retained the services of ACM Capital Partners, LLC ("ACM") to assist in the day to day management and restructuring of CMC's business operations. Pursuant to the Receiver's guidance and the efforts of ACM, CMC's financial stability and profitability significantly improved between the period of the Receiver's appointment and May 22, 2012, the date of the APA being approved by this Order. More specifically: (i) CMC's direct costs decreased; (ii) CMC's Adjusted EBITDA improved; (iii) CMC's customer base gained enhanced confidence in CMC's business operations and products such that purchase orders increased with existing customers and new customers were added; and (iv) CMC's workforce became more productive, efficient and energized. In short, the Receiver has performed in an exemplary fashion and all his actions were properly taken pursuant to the receivership and the Order Appointing Receiver. Accordingly, the Receiver, James Martin, individually, and ACM Capital Partners are entitled to receiver's immunity under Florida law.

The Sales and Marketing of CMC's Assets

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8. While enhancing the financial stability and performance of CMC since appointment, the Receiver also engaged in a comprehensive, systematic effort to market and sell the assets of CMC to interested parties on a national basis in a difficult economy. In connection with that effort, the Receiver established a marketing and auction process (the "Auction Process"); with the objective being the solicitation of the highest and best bids from qualified bidders so as to maximize a return on the sale of the assets of CMC. During that effort, the Receiver established an electronic due diligence data room whereby any and all interested parties had sufficient opportunity to undertake due diligence, research and secure information regarding CMC's business operations and its assets; all in a confidential manner.

9. In the first phase of the Auction Process, interested parties were solicited to execute and return a proposal to purchase the assets pursuant to a "form" asset purchase agreement in order to establish what is commonly referred to as a stalking horse bid proposal. Interested parties submitted their proposals and comments to the form asset purchase agreement, which ultimately lead to the Receiver's selection of Purchaser as the "Stalking Horse Bidder." Subsequent to establishing Purchaser as the "Stalking Horse Bidder," the Receiver solicited overbids of the purchase price established in Purchaser's stalking horse bid proposal. No overbids were received before the bid deadline and, therefore, the APA with Purchaser represents the highest and best offer received by CMC for the purchase of substantially all of its personal property assets as more specifically defined in the APA (all assets being sold pursuant to the APA are hereinafter referred to as the "Purchased Assets").

10. The Auction Process instituted by the Receiver was commercially reasonable and achieved the highest and best offer for the Purchased Assets. Furthermore, all interested parties and/or prospective bidders were afforded reasonable opportunity to conduct due diligence with

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respect to the Purchased Assets and to make an offer that was higher and better than the offer of the Purchaser.

11. The Auction Process was fair in substance and procedure and was executed without objection by any interested party.

12. The consideration to be received by CMC from Purchaser pursuant to the APA is fair and represents the present realizable market value of the Purchased Assets. Consummation of the transactions contemplated by the APA will, therefore, provide the highest and best value for the Purchased Assets and is in the best interest of CMC and its creditors.

13. The APA is the product of an arms-length negotiation, and is in good faith in respect of all of CMC's creditors and interested parties.

14. For the purpose of approving the APA, the Court specifically finds that (i) the Purchaser is not a successor of CMC (as such term is commonly understood and defined by state and federal statutory and/or common law); (ii) the APA will not result in a de facto merger or consolidation of CMC and the Purchaser; (iii) the Purchaser's business is not a mere continuation or substantial continuation of CMC's business nor a continuation of the operations of CMC; (iv) the Purchaser is entering into the sale in good faith and not for the purpose of avoiding CMC's liabilities; and (v) there are no common incorporators, officers, directors or material stockholders between CMC and the Purchaser.

15. Wells Fargo holds a valid and perfected first priority lien on all of the Purchased Assets and shall be entitled to receive all net proceeds from the sale, after payment of the Receiver's expenses, up to the amount of \$9,695,340.19.

16. Pursuant to the APA, Wells Fargo (the first priority lien holder with respect to the Purchased Assets) shall execute all documents necessary to release any and all of its liens, and/or

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any other legal or equitable interest it has, with respect to the Purchased Assets such that the Purchased Assets are free and clear of its lien, provided all conditions precedent to the APA are performed by Purchaser. The Court also finds that, provided the terms and conditions of the APA are consummated, no party to this action shall have any lien and/or any other legal or equitable interests in and to any of the Purchased Assets.

**The Sale of the Purchased Assets Pursuant to the APA
Is in the Best Interest of All Parties and CMC's Creditors
And the Receiver is Authorized to Close the Transaction**

17. Having found the sale of the Purchased Assets pursuant to the APA is in the best interest of CMC and its creditors, the Court also finds that the Receiver has the full corporate power and authority to execute the APA and all other documents contemplated therein (collectively, the "Sale Documents"). Furthermore, the sale of the Purchased Assets by CMC has been duly and validly authorized by all necessary corporate action(s) of CMC. The Receiver shall continue to undertake all action necessary to consummate the APA without the need of any further consent or approval of this Court.

18. When consummated in accordance with the terms of the APA, the transfer of the Purchased Assets to Purchaser will be a legal, valid and effective transfer and will vest Purchaser with all right, title and interest of CMC in the Purchased Assets free and clear of all (i) Claims (as hereinafter defined), (ii) liens, (iii) encumbrances, and (iv) other interests (the terms enumerated in the immediately preceding clauses (i) through (iv) being referred to hereinafter, individually, as an "Interest" and, collectively, as "Interests"), with such Interests to attach to the proceeds of the sale in the same order of priority (if any) they had in the Purchased Assets. Furthermore, Wells Fargo consents to the terms and conditions of the APA and consents to the transfer of the Purchased Assets free and clear of any Interest, legal or equitable, it may have

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therein. As used in this Order, the term "Claims" means all rights to payment, whether or not such rights are reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, including without limitation any and all claims based on any theory of successor liability or transferee liability.

19. Reasonable notice and reasonable opportunity to object and be heard regarding the relief requested in the Motion to Confirm has been afforded to all interested parties including, but not limited to, the parties to this action and H. Charles Corbitt, III. No person or entity has objected to the terms and conditions of the APA. Thus, any person or entity with any Interest in the Purchased Assets, legal or equitable, who has received notice is deemed to have consented to the terms and conditions of the APA, consented to the transfer of the Purchased assets to Purchaser free and clear of such Interest, and released Wells Fargo and the Receiver of any claims in connection therewith, both in his individual and receivership capacity.

20. Subsequent to the consummation of the terms and conditions of the APA, the Receiver shall have reasonable access to CMC's books and records in order to allow him to administer its remaining assets in accordance with the Order Appointing Receiver.

21. The relief requested in the Motion to Confirm is reasonable and is in the exercise of the Receiver's sound business judgment.

22. Entry of this Order approving and confirming the APA is in the best interest of CMC, its creditors and other parties in interest.

23. Time is of the essence with respect to closing and consummating the APA.

Time Is Of The Essence

24. While the Receiver has significantly enhanced the financial stability and profitability of CMC's business operations, the Court determines that the sale of the Purchased

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Assets pursuant to the APA must be consummated as soon as possible. The reasons therefor include, but are not limited to, the fact that CMC's business is entering its seasonally slow period. As a result of this seasonal slowdown, continued business operations will require additional funding. The only prospect for additional funding of CMC's business operations on a going forward basis would be funds provided by Wells Fargo, the first priority lien holder with respect to all of the Purchased Assets. Wells Fargo has presented evidence to the effect that it will not provide any funding in light of the fact that the terms and conditions of the APA represent the highest and best return on the Purchased Assets. Based on Wells Fargo's position as to funding, the Court finds that to delay the consummation of the sale of the Purchased Assets pursuant to the APA would cause significant impairment to the value of the Purchased Assets. Thus, the Receiver and the Purchaser are to close the sale of the Purchased Assets as soon as possible.

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED AND ADJUDGED:

1. The Motion to Confirm is granted in its entirety.
2. While the Court is aware of no objections to the relief requested by the Motion to Confirm, should any exist, they are hereby overruled and denied.
3. The terms and conditions of the APA and any and all other Sale Documents are approved in all respects.
4. The Receiver and CMC are authorized to perform their obligations under and comply with the terms and conditions of the APA and any and all other Sale Documents in order to consummate the sale of the Purchased Assets to Purchaser in accordance with the terms thereof.

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5. Without further Order of this Court, CMC, by and through its agents including, without limitation, the Receiver and ACM, is authorized to execute, deliver, perform under, consummate and implement the APA, together with any and all other instruments and documents that may be reasonably necessary, including but not limited to effectuating a change of the corporate name. Furthermore, CMC, by and through its agents including, without limitation, the Receiver and ACM, shall take all other reasonable actions as may be reasonably requested by Purchaser in order to assign, transfer and grant and convey the Purchased Assets to Purchaser.

6. This Order and the terms and conditions of the APA shall be binding in all respects upon (i) all creditors of CMC (whether known or unknown), (ii) any person or entity holding or purporting to hold any legal or equitable Interest in or against CMC and/or the Purchased Assets, and (iii) CMC. The APA and any other Sale Document may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further Order of this Court, provided that any such modification, amendment or supplement does not have a materially adverse effect on CMC.

7. Except for any permitted exceptions as set forth in the APA and except for any liabilities assumed by Purchaser in connection with the APA, at the closing and upon consummation of the transactions contemplated by the APA, Purchaser shall acquire good and marketable title in and to each of the Purchased Assets free and clear of all Interests, and all holders of Interests are hereby forever prohibited and enjoined from asserting any such Interest against the Purchased Assets, Purchaser, or any successor or assign of Purchaser.

8. As the holder of valid and perfected first priority lien rights on all of the Purchased Assets, Wells Fargo shall receive all net proceeds from the sale to Purchaser, net of the expenses of the receivership.

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9. The transfer of the Purchased Assets, and the assignment of any Assumed Contracts, to Purchaser pursuant to the APA and any Sale Documents does not require any consent other than as specifically provided therein and, therefore, constitutes legal, valid and effective transfer of the Purchased Assets and Assigned Contracts and shall vest Purchaser with all right, title and interest of CMC in and to the Purchased Assets and Assigned Contracts

10. In accordance with the Order Appointing Receiver, the Receiver is authorized to sell and convey any remaining real and/or personal property of CMC, including all of the real property identified in the legal descriptions attached to this Order as Attachment 1, which real property may be sold individually or together, by public or private sale, without further order of the Court.

11. The consideration provided by Purchaser for the Purchased Assets is fair and reasonable.

12. The Court retains jurisdiction to interpret and enforce the terms and provisions of this Order.

DONE AND ORDERED in Chambers in Duval County, Florida this ____ day of ~~May~~;
2012. **ORDER ENTERED**

JUN 01 2012

/s/ WADDELL A. WALLACE

Honorable Waddell A. Wallace
Circuit Court Judge

Copies to all counsel of record:

Michael E. Demont, Esq.
Jeffrey T. Kucera, Esq.
Luis Salazar, Esq.
H. Charles Corbitt, III

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ATTACHMENT 1
Corbitt Manufacturing Company, Inc.
Real Property Description

Lake City Plant Property:

PARCEL 1:

THE FOLLOWING PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF COLUMBIA AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The Southeast 1/4 of the Southeast 1/4 of Section 18, Township 3 South, Range 17 East.

PARCEL 2:

THE FOLLOWING PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF COLUMBIA AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Section 18, Township 3 South, Range 17 East

Commence at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 and run North 0° 26' West, along the East line of said Southwest 1/4 of the Southeast 1/4, 462.07 feet to the Point of Beginning, and run thence South 88° 03' 42" West, 653.39 feet, to the Easterly Right-of-Way line of McCall Road, thence North 0° 27' West, along said Right-of-Way line 665.28 feet, thence North 88° 03' 42" East, 653.61 feet to the East line of said Southwest 1/4 of the Southeast 1/4, thence South 0° 26' East, 665.28 feet to the Point of Beginning.

PARCEL 4:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF COLUMBIA AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

All that part of Section 19, Township 3 South, Range 17 East described as: Commence at the Northwest corner of the Northwest 1/4 of Southeast 1/4, and run South along the West line of Northwest 1/4 of Southeast 1/4 558.2 feet to the East right of way line of G. S. & F. Railroad; thence South 31° 23' East along the Right of Way of said Railroad 327.6 feet for a Point of Beginning; thence North 58° 37' East along a perpendicular to said railroad 1360 feet; thence South 31° 23' East 649.5 feet; thence South 58° 37' West 1345 feet to the East right of way line of said Railroad; thence North 32° 33' West along said Railroad right of way line 650 feet to Point of Beginning.

LESS AND EXCEPT any part lying within any road right of way.

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PARCEL 5:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF COLUMBIA AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

All that part of Section 19, Township 3 South, Range 17 East described as:

Commence at the Southwest corner of VALLEY PARK SUBDIVISION, a subdivision of a part of the E 1/2 of the SE 1/4 of Section 19, Township 3 South, Range 17 East as recorded in Plat Book 3, page 24 of the public records of Columbia County, Florida and run N 13 deg. 02' 00" E along the West line of said VALLEY PARK SUBDIVISION 532.33 feet to a point on the Southerly Right-of-Way line of Waldo Street; thence S 83 deg. 25' 00" W along said right-of-way line 116.42 feet; thence N 33 deg. 23' 38" W 81.74 feet to the intersection of the Westerly Right-of-Way line of Wolf Road and the Northerly Right-of-Way line of Waldo Street; thence S 63 deg. 27' 00" W along said Northerly Right-of-Way line of Waldo Street 657.95 feet to the Point of Curve of a curve concave to the Northwest having a radius of 530.00 feet and a central angle of 01 deg. 31' 08", said curve also having a chord bearing of S 69 deg. 12' 34" W and a chord distance of 14.05 feet; thence Westerly along the arc of said curve, being also said Northerly Right-of-Way line 14.05 feet to the POINT OF BEGINNING; said point being on the arc of said curve concave to the Northwest having a radius of 530.00 feet and a central angle of 15 deg. 04' 51", said curve also having a Chord bearing of S 77 deg. 30' 33" W and a Chord distance of 139.10; thence continue Westerly along the arc of said curve, being also said Northerly Right-of-Way line 139.50 feet; thence N 31 deg. 32' 46" W 637.21 feet; thence N 58 deg. 25' 32" E 131.48 feet; thence S 31 deg. 32' 46" E 682.69 feet to the POINT OF BEGINNING.

PARCEL 6:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF COLUMBIA AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

All that part of Section 19, Township 3 South Range 17 East described as:

commence at the Southwest corner of VALLEY PARK SUBDIVISION, a subdivision of a part of the E 1/2 of the SE 1/4 of Section 19, Township 3 South, Range 17 East as recorded in Plat Book 3, page 24 of the public records of Columbia County, Florida and run N 13 deg. 02' 00" E along the West line of said VALLEY PARK SUBDIVISION 532.33 feet to a point on the Southerly Right-of-Way line of Waldo Street; thence S 83 deg. 25' 00" W along said right-of-way line 116.42 feet; thence N 33 deg. 23' 38" W 81.74 feet to the intersection of the Westerly Right-of-Way line of Wolf Road and the Northerly Right-of-Way line of Waldo Street; thence S 68 deg. 27' 00" W along said Northerly Right-of-Way line of Waldo Street 544.75 to the POINT

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OF BEGINNING; thence continue S 68 deg. 27' 00" W still along said Northerly Right-of-Way line 113.20 to the Point of Curve of a curve concave to the Northwest having a radius of 530.00 feet and a central angle of 01 deg. 31' 08", said curve also having a chord bearing of S 69 deg. 12' 34" W and a Chord distance of 14.05 feet; thence Westerly along the arc of said curve, being also said Northerly Right-of-Way line 14.05 feet; thence N 31 deg. 32' 46" W 682.69 feet; thence N 58 deg. 25' 32" E 125.28 feet; thence S 31 deg. 32' 46" E 705.01 feet to the POINT OF BEGINNING.

Monroe Plant Property:

A certain tract or parcel of ground containing 20.40 acres, more or less, situated in the North One Half of the Southwest Quarter of Section 4, Township 17 North, Range 4 East, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commencing at a 1/2 inch iron pipe at the Southeast corner of the NE/4 of the SW/4 of Section 4, T17N, R4E, Ouachita Parish, Louisiana; thence North 03 degrees 54 minutes East a distance of 60.00 feet to a 1/2" iron pipe on the North right of way line of a 60 ft. wide Drainage Canal right of way and the POINT OF BEGINNING; thence continue North 03 degrees 54 minutes East a distance of 2128.41 feet to a 1/2" iron pipe; thence South 87 degrees 29 minutes East a distance of 418.62 feet; thence South 03 degrees 54 minutes West a distance of 2123.6 feet to a 1/2" iron pipe on the North right of way line of said 60 ft. wide Drainage Canal right of way; thence North 87 degrees 53 minutes West along said North right of way line a distance of 420.00 feet to the POINT OF BEGINNING, and being subject to all rights of ways, easements and servitudes of record or of use.

AND ALSO:

A certain tract or parcel of ground containing 10.41 acres, more or less, situated in the North One Half of the Southwest Quarter of Section 4, Township 17 North, Range 4 East, Ouachita Parish, Louisiana, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron pipe at the Southeast corner of the NE/4 of the SW/4 of Section 4, T17N, R4E, Ouachita Parish, Louisiana, said point lying on the South right of way line of a 60 ft. wide Drainage Canal right of way and within the right of way of Hadley Street; thence North 88 degrees 13 minutes 00 seconds West along the South right of way line of a 60 ft. wide Drainage Canal and along Hadley Street a distance of 400.00 feet to a 1/2" rebar; thence North 03 degrees 54 minutes East a distance of 1133.62 feet to a 1/2" rebar; thence South 88 degrees 13 minutes 00 seconds East a distance of 400.00 feet to a 1/2" rebar; thence South 03 degrees 54 minutes West a distance of 1133.62 feet to the POINT OF BEGINNING, and being subject to a 60 ft. wide Ouachita Parish drainage canal right of way along the South line, and all other rights of way, easements and servitudes of record or of use.

"Lot 2" Property:

PARCEL 3:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF COLUMBIA AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of the NE 1/4 of the SE 1/4 of Section 18, Township 3 South, Range 17 East, and run S. 0°35'30" E., 344.15 feet, thence run S. 0°16'30" W., 324.95 feet, for a Point of Beginning; and run thence N. 88°39'06" E., 350.0 feet, thence S. 0°36' E. 665.99 feet, thence Westerly S 88°24' W., 350.0 feet, thence N. 0°26' W., 667.94 feet, more or less to the Point of Beginning.

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Less and Except that part thereof lying North of the Right-of-Way of Jamie Road.

All lying and being in Columbia County, Florida.

PARCEL 7:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF COLUMBIA AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

All that part of Section 19, Township 3 South Range 17 East described as: Commence at the Southwest corner of the SE 1/4 of NE 1/4 of said Section 19 and run thence N 89° 27' 30" E, along the South line of said SE 1/4 of NE 1/4, 20.25 feet to the North line of Guerdon Road and a POINT OF BEGINNING; thence run N 58° 37' E, along said North line of Guerdon Road, 106.27 feet; thence run N 31° 23' W, on a perpendicular, parallel to Wolf Road, 210.0 feet; thence run S 58° 37' W, on a perpendicular, parallel to said Guerdon Road 210.0 feet to the East line of said Wolf Road; thence run S 31° 23' E, along said East line of Wolf Road, 210.0 feet to said North line of Guerdon Road; thence run N 58° 37' E, along said North line of Guerdon Road, 103.73 feet to the POINT OF BEGINNING. Said land lying in the S 1/2 of NE 1/4 and N 1/2 of SE 1/4 of said Section 19, COLUMBIA COUNTY, FLORIDA.

PARCEL 8:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF COLUMBIA AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 17 EAST DESCRIBED AS: COMMENCE AT THE SW CORNER OF VALLEY PARK, A SUBDIVISION OF A PART OF THE E 1/2 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 17 EAST, AS RECORDED IN PLAT BOOK 3, PAGE NO. 24 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA, AND RUN N 13° 02' 00" EAST ALONG THE WEST LINE OF SAID VALLEY PARK 532.33 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF WALDO STREET; THENCE SOUTH 83° 25' 00" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 116.42 FEET; THENCE N 33° 23' 38" W, 81.74 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF WOLF ROAD AND THE NORTHERLY RIGHT OF WAY LINE OF WALDO STREET; THENCE S 68° 27' 00" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WALDO STREET 544.75 FEET; THENCE N 31° 32' 46" WEST, 605.01 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 31° 32' 46" WEST, 100.00 FEET; THENCE N 58° 25' 32" EAST 518.26 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF WOLF ROAD; THENCE S 31° 32' 46" EAST ALONG SAID WESTERLY RIGHT OF WAY

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LINE 100.00 FEET; THENCE S. 58° 25' 32" WEST 518.26 FEET TO THE POINT OF BEGINNING.

Keaton Beach Property:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF TAYLOR AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Southeast corner of Lot 75, Block "D" of Keaton Beach Subdivision, Unit No. 1, as recorded in Plat Book 1, Page 104, of the Public Records of Taylor County, Florida and run S. 08°07'25" W., a distance of 100.0 feet for a Point of Beginning, thence run N. 89°59'30" W., parallel to the South boundary line of said Lot 75, a distance of 89.35 feet, thence run N. 00°00'30" E., a distance of 99.43 feet to the Southwest corner of said Lot 75, thence run N. 89°59'30" W., a distance of 15 feet, thence run S. 00°00'30" W., a distance of 239.0 feet, thence run N. 68°43'45" E., a distance of 108 feet, thence run N. 00°25'17" W., a distance of 59.8 feet, thence run N. 08°07'25" E., a distance of 40.8 feet to the Point of Beginning.

"Highway 90" Property:

East 30 feet of Lot 3 lying South of the Right-of-Way of U.S. 90 and the West 187 feet of Lot 2 lying South of the Right-of-Way of U.S. 90, Lake Harris Farms, a subdivision according to the plat thereof recorded in Plat Book 1, Page 22 of the public records of Columbia County, Florida.

LESS AND EXCEPT:

Commence at the Southeast Corner of Section 35, Township 3 South, Range 16 East, Columbia County, Florida, and run S 88°56' W, along the South line of Section 35 a distance of 277.00 feet; thence N 9°12'05" E, 382.06 feet to the POINT OF BEGINNING; thence N 83°56'42" W, 100.00 feet; thence N 9°11'58" E, 455.35 feet to a point on the Southerly Right-of-Way line of U.S. 90 (State Road No. 16); thence S 63°47' E along said Southerly Right-of-Way line 100.00 feet; thence S 9°12'05" W, 455.07 feet to the POINT OF BEGINNING.