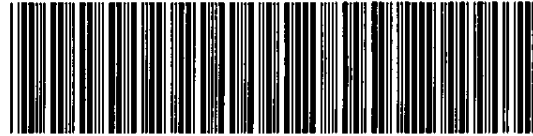


L04000066996



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02/21/12--01010--025 **80.00

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

L04-67036

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

A. LUNT

MAR 15 2011

EXAMINER

Office Use Only

2012 MAR 14 PM 2:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 22, 2012

RYAN MYNARD
P.O. BOX 249
CRESTVIEW, FL 32536

SUBJECT: MCLAIN OFFICE PLAZA LLC
Ref. Number: L04000066996

We have received your document for MCLAIN OFFICE PLAZA LLC and your check(s) totaling \$80.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 608.407, Florida Statutes, requires the document(s) to be signed by a member or by the authorized representative of a member.

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

If you have any questions concerning the filing of your document, please call (850) 245-6094.

Agnes Lunt
Regulatory Specialist II

Letter Number: 112A00007699

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: MCLAIN OFFICE PLAZA LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

RYAN MYNARD

Contact Person

RYAN M. MYNARD, ATTORNEY AT LAW, P.A.

Firm/Company

P.O. BOX 249

Address

CRESTVIEW, FLORIDA 32536

City, State and Zip Code

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Ryan Mynard

Name of Contact Person

at (850)

683-3940
Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

FILED

2012 MAR 14 PM 2:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ABL Investments LLC	Florida	LLC
Mclain Office Plaza LLC	Florida	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Mclain Office Plaza LLC	Florida	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Date of filing _____

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitles under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

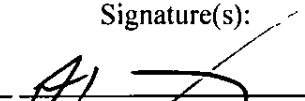

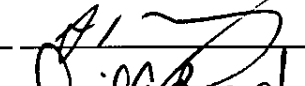
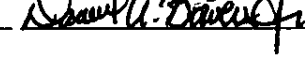
Street address: N/A

Mailing address: _____

FILED
 2012 MAR 14 PM 2:28
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
ABL Investments LLC		Jimmy L. Lundy
ABL Investments LLC		Daniel A. Bowers, Jr.
Mclain Office Plaza LLC		Jimmy L. Lundy
Mclain Office Plaza LLC		Daniel A. Bowers, Jr.

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees:

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

FILED

2012 MAR 14 PM 2:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ABL Investments LLC	Florida	LLC
Mclain Office Plaza LLC	Florida	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Mclain Office Plaza LLC	Florida	LLC

THIRD: The terms and conditions of the merger are as follows:

As stated in the attached Reorganization and Merger Agreement for ABL Investments LLC and Mclain Office Plaza LLC.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

As stated in the attached Reorganization and Merger Agreement for ABL

Investments LLC and Mclain Office Plaza LLC.

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

As stated in the attached Reorganization and Merger Agreement for ABL

Investments LLC and Mclain Office Plaza LLC.

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

As stated in the attached Reorganization and Merger Agreement for ABL

Investments LLC and Mclain Office Plaza LLC.

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

As stated in the attached Reorganization and Merger Agreement for ABL

Investments LLC and Mclain Office Plaza LLC.

(Attach additional sheet if necessary)

**REORGANIZATION AND MERGER AGREEMENT FOR
ABL INVESTMENTS LLC AND MCLAIN OFFICE PLAZA LLC**

FILED
2012 MAR 14 PM 2:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF OKALOOSA
COUNTY OF FLORIDA

This agreement of reorganization and merger is made on this the 31st day of July, 2011, between Jimmy L. Lundy and Daniel A. Bowers, Jr., individually, ABL Investments LLC, and Mclain Office Plaza LLC (hereinafter referred to as the "Parties").

RECITALS

WHEREAS, Jimmy L. Lundy, an individual, is a member and owner of ABL Investments LLC and Manager of Mclain Office Plaza LLC.

WHEREAS, Daniel A. Bowers, Jr., an individual, is a member and owner of ABL Investments LLC and Manager of Mclain Office Plaza LLC.

WHEREAS, Jimmy L. Lundy and Daniels A. Bowers, Jr., as members and owners of ABL Investments LLC, are hereinafter referred to as "Members".

WHEREAS, ABL Investments, LLC, whose principal address is 296 South Ferdon Boulevard, Crestview, Florida 32536, is a limited liability company duly organized and validly existing under the laws of the State of Florida, which is hereinafter referred to as "ABL".

WHEREAS, the Parties acknowledge ABL has as its members, Jimmy L. Lundy, an individual, and Daniel A. Bowers, Jr., an individual. Each member represents that they each individually own one-half (1/2) of all of the membership interest in ABL.

WHEREAS, the Parties acknowledge ABL has recently purchased the assets of Lundy & Bowers CPA, P.A., whose principal address is 296 South Ferdon Boulevard, Crestview, Florida 32536, is a corporation duly organized and validly existing under the laws of the State of Florida, which is hereinafter referred to as "L & B".

WHEREAS, Mclain Office Plaza LLC whose principal address is 296 South Ferdon Boulevard, Crestview, Florida 32536, is a limited liability company duly organized and validly existing under the laws of the State of Florida, which is hereinafter referred to as "MOP".

WHEREAS, the Parties acknowledge MOP has as its sole member, ABL.

WHEREAS, MOP owns and operates the real property and commercial buildings located thereon at 299 Main Street and/or 296 South Ferdon Boulevard in Crestview, Florida. A copy of the Warranty Deed evidencing this ownership interest and containing the legal description to said real property is attached hereto as *Exhibit 1.1*.

WHEREAS, the Members and ABL desire to offer and sell to MOP all of the ownership interest in ABL of in consideration for ownership interest in MOP and the assumption of the obligations of ABL so that ABL shall be merged into MOP as hereinafter set forth.

WHEREAS, the respective members of MOP and ABL deem it advisable to enter into this Agreement and have, by resolutions duly adopted, approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, covenants and agreements herein contained, the parties hereto hereby agree as follows:

**ARTICLE I
PLAN OF MERGER OF ABL INVESTMENTS LLC
INTO MCLAIN OFFICE PLAZA LLC**

1.1. Merger.

ABL shall be merged into MOP pursuant to the terms hereinafter set forth (the "Merger").

1.2. Terms of Merger.

The terms of the Merger are:

- A. ABL shall be merged into MOP in accordance with the statutory procedure set forth in Florida Statutes §608.4382.
- B. MOP shall be the surviving limited liability company and the entity's identity, existence, purposes, powers, franchises, rights and immunities of MOP shall continue unaffected and unimpaired by the Merger. The single entity which shall so survive the Merger is hereinafter sometimes called the "Surviving Entity." The Articles of Organization and the Operating Agreement of ABL shall be merged with the Articles of Organization and the Operating Agreement of the Surviving Entity. A copy of the Articles of Organization and Operating Agreement of the Surviving Entity are attached hereto as *Exhibit 1.2*.
- C. The members of the Surviving Entity shall be the duly qualified and acting members of ABL immediately prior to the Effective Date of the Merger.
- D. The identity, existence, purposes, powers, franchises, rights and immunities of ABL shall be merged into MOP, and MOP shall be fully vested therewith.
- E. The separate existence of ABL, except insofar as specifically otherwise provided by law, shall cease at the Effective Date, whereupon ABL and MOP shall become a single limited liability company.

F. The name of the Surviving Entity shall be Mclain Office Plaza LLC.

At the Effective Date, all of the outstanding membership interest in ABL shall be converted into membership interest in and obligations of MOP as hereinafter set forth.

1.3. Basis of Exchange.

The manner and basis of converting the membership interest of ABL into membership interest in and obligations of MOP shall be as follows:

- A. At the Effective Date, the membership interest of ABL of which Jimmy L. Lundy and Daniel A. Bowers, Jr. are the holders of record, upon surrender to MOP of one or more certificates of such shares for cancellation, shall thereupon be exchanged and/or converted as follows:
1. The membership interest owned by Jimmy L. Lundy representing Fifty Percent (50%) of the ownership interest in ABL shall be entitled to receive Fifty Percent of the ownership interest in MOP and shall have membership certificate; and
 2. The membership interest owned by Daniel A. Bowers, Jr. representing Fifty Percent (50%) of the ownership interest in ABL shall be entitled to receive Fifty Percent of the ownership interest in MOP and shall have membership certificate.

1.4. Members Approval.

Upon approving this Agreement, the members of ABL and of MOP, respectively, shall, by resolution, direct that this Plan of Merger and Articles of Merger be submitted, pursuant to statute to a vote at special meetings of members of ABL and MOP, respectively, to be held on or before December 31, 2011. The form of the Articles of Merger is attached hereto as Exhibit 1.4.

1.5. Membership Interest of Surviving Limited Liability Company.

On the Effective Date of the Merger, the total amount of membership interest of the Surviving Entity to be authorized, and the percentage and manner by which the allocated membership interest is to be held, will be as follows:

<u>MEMBER</u>	<u>MEMBERSHIP INTEREST (%)</u>
Jimmy L. Lundy	Fifty Percent (50.00%)
Daniel A. Bowers, Jr.	Fifty Percent (50.00%)

1.6. Assumption of Liabilities.

Under the terms and subject to the conditions herein, MOP agrees to assume liability for the for any indebtedness, loan, liability or other obligation for which ABL or L & B were previously obligated. The Parties acknowledge they are specifically aware of the liabilities of ABL and L & B and the respective terms and amounts due.

1.7. Inventory.

The Parties agree and acknowledge that MOP is now and on the Effective Date will be possessed of any clientele, stock in trade, inventory and/or merchandise, fixtures, equipment, and/or other intangible or tangible assets certain inventories remaining, if any, from ABL or L & B as of the Effective Date. The Parties further acknowledge they are specifically aware of any remaining assets and their respective values, if any.

1.8. Earnest Money Deposit. As this reorganization and merger involves the transfer of membership interest, liabilities, and minimal assets, the Parties acknowledge that they are waiving the requirement of an earnest money deposit by MOP.

1.9. Excluded Assets.

The Parties acknowledge and agree that to their best knowledge and belief, there are no excluded assets from ABL or L & B.

1.10. Effective Date.

The Merger shall become effective upon filing of the Articles of Merger with the Secretary of State of Florida (the "Effective Date"). Ryan M. Mynard, Attorney at Law, P.A. shall cause such articles to be so filed and recorded within 48 hours after this Plan of Merger shall have been approved by the members of both ABL and MOP, as provided by statute. If at any time before the Articles of Merger have been so filed and recorded, either ABL or MOP shall notify the other of its election to cancel the Merger, this Plan of Merger shall be null and void and the Merger shall not be effective, and Ryan M. Mynard, Attorney at Law, P.A. shall not thereafter file or record the such Articles of Merger.

1.11. Cancellation of Plan.

ABL or MOP may, in their sole discretion, cancel this Plan of Merger and abandon the Merger at anytime prior to the Effective Date, by delivering written notice thereof to the other party if it shall appear at such time that any of the statements or representations made by the other party is untrue or inaccurate in any material respect, or that any of the conditions or undertakings set forth in this Agreement are not met or fulfilled.

1.12. Reason for Merger.

MOP is a single member limited liability company owned entirely by ABL prior to the execution of this Agreement. The Parties acknowledge that as such, ABL is a disregarded entity for tax purposes with no tax consequences for the transactions between ABL and MOP. As agreed by the Parties, the assets and liabilities of ABL, including those assets and liabilities recently acquired from L & B, are being transferred to MOP. This transfer will result in ABL owning one asset, its membership interest in MOP, and MOP owning all the remaining assets and liabilities. The Members, Jimmy L. Lundy, and Daniel A. Bowers, Jr., each individually owning one-half (1/2) of all of the membership interest in ABL members shall exchange their interest for an equal one-half (1/2) of all of the membership interest in MOP. After said exchange, ABL will be dissolved as stated herein.

1.13. Further Instruments.

From time to time, as and when reasonably requested by the Surviving Entity, ABL shall execute deliver, or cause to be executed and delivered, all such other instruments, and will take or cause to be taken such further or other action as the Surviving Entity may deem necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF ABL INVESTMENTS LLC**

Jimmy L. Lundy and Daniel A. Bowers, Jr., in their capacity as the sole members of and owners of membership interest in ABL, hereby represent and warrant to MOP that as of the date of this Agreement and at the Effective Date:

2.1. Organization and Good Standing.

ABL Investments LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, and has full company power and authority to own and hold the properties and assets owned, if any, to conduct its business as presently conducted, if any, and to carry out the transactions described in this Agreement, if any.

2.2. Membership Interest.

All membership interest in ABL are owned individually by the Members, free and clear of all liens, claims and encumbrances, and there are no outstanding subscriptions, calls, commitments, warrants or options for the purchase of any interest or other securities of ABL. The aggregate number of membership units that ABL is authorized to issue is 100, and are held as follows:

MEMBER

MEMBERSHIP UNITS

Jimmy L. Lundy

Fifty (50) Units

Daniel A. Bowers, Jr.

Fifty (50) Units

2.3. Authority.

ABL has the requisite company power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by ABL's members, and no other company proceedings on the part of ABL are necessary to authorize this Agreement and the transactions contemplated hereby, except as set forth herein. This Agreement has been duly executed and delivered by and constitutes a valid and binding agreement of ABL.

2.4. Non-Contravention.

ABL is not subject to or obligated under any charter, by-law or contract provision, or any license, franchise or permit, or any order or decree, which would be breached or violated or in respect of which a right of acceleration would be created by its executing and carrying out this Agreement.

2.5. Disclosed Liabilities.

ABL has disclosed all known liabilities, claims, suits or obligations for ther company and L & B, which ABL recently acquired, and ABL & L & B are not subject to any pending action, order, injunction, judgment, litigation, proceeding, arbitration action, governmental audit or investigation, nor is ABL or L & B, or any of their members, officers, or agents, aware of any threatened action, litigation, proceeding, arbitration action, governmental audit or investigation. The Members, jointly and severally, hereby agree to indemnify and hold harmless MOP and its affiliates, members, officers and agents from and against any and all costs, losses, liabilities, damages, claims or expenses (including reasonable attorney fees) incurred by MOP arising out of or resulting from any liability, claim or obligation not specifically disclosed.

2.6. Freedom from Encumbrance.

Consummation of the transactions herein contemplated and the fulfillment of the terms of this Agreement will not conflict with, or result in a breach of, any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of ABL pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which ABL or L & B is a party or by which either of them may be bound or to which any of the assets is subject.

2.7. Merchantable Title.

ABL has good, merchantable and insurable title to all the assets it owns or uses in its business or purports to own, including, without limitation, those reflected in its books and records and in the financial statements and balance sheets provided by ABL to MOP. MOP has been provided full disclosure of any such properties and assets of ABL or L & B being subject to any mortgage, pledge, lien, charge, security interest, encumbrance, restriction, lease, license, easement, liability or adverse claim.

2.8. Compliance with Law.

To the best knowledge of the Members, ABL has not violated and is in compliance with all laws, statutes, ordinances, regulations, rules and orders of any federal, state or local government and any other governmental department or agency, and any judgment, decision, decree or order of any court of governmental agency, department, or authority, including without limitation, environmental laws, relating to the assets of ABL and L & B, except where the violation or failure to comply, individually or in the aggregate, would not have a material adverse effect on this Agreement. Neither ABL or MOP has received any notice to the effect that, or otherwise been advised that, ABL is not in compliance with any such statutes, regulations, rules, judgments, decrees, orders, ordinances or other laws, and neither ABL or MOP has reason to anticipate that any existing circumstances are likely to result in violations of any of the foregoing which failure or violation could, in any one case or in the aggregate, have a material adverse effect on ABL or MOP.

2.9. No Agreements to Sell the Assets.

ABL has no commitment or legal obligation, absolute or contingent, to any other person or firm to, directly or indirectly, sell, assign, transfer or effect a sale of the property and assets of ABL or to enter into any agreement or cause the entering into of an agreement with respect to any of the foregoing.

2.10. Books and Records.

None of the books, records and work papers of ABL which have been presented to MOP for review contain information which ABL or MOP know to be untrue or materially incorrect or misleading.

2.11. Tax Matters.

- A. To the best knowledge of ABL, (i) ABL has duly and timely filed with the appropriate federal, state, local and other government agencies, all tax records and reports required to be filed; (ii) such returns and reports are accurate and complete; and (iii) ABL has duly and timely paid in full or recorded adequate reserves for the payment of all taxes due with respect to its assets, income and

operations for the fiscal periods covered by such returns. For the purposes of this Agreement, the term "Tax" includes, without limitation, excise, income, franchise, real and personal property, sales, use, and employment taxes, assessments, deficiencies, liabilities, offsets by adjustments or credits, and all interest and penalties thereon, payable to federal, state, local or foreign tax authorities. To the best knowledge of ABL has made all withholdings of tax required to be made under all applicable federal, state and local tax regulations and such withholdings have either been paid to the respective government agencies or set aside in accounts for such purpose or accrued, reserved against and entered upon its books, as the case may be.

- B. ABL has determined and, according to its calculations, fully paid or accrued its federal income tax liabilities for all fiscal years prior to and including the fiscal year ending December 31, 2010. ABL has not executed or filed with any taxing authority any writing having the effect of extending the period of assessment or collection of any taxes. With respect to the fiscal year ending December 31, 2011, ABL is not aware of any tax liability other than that set forth in the records and books of ABL, or previously disclosed in writing to MOP.

2.12. Employment Matters.

ABL has no employees.

2.13. Disclosure of Tangible Assets.

To the extent reasonably feasible, ABL has heretofore delivered to MOP descriptions of all assets of ABL and L & B as of the date hereof. In the case of any asset leased by ABL or L & B, the disclosure also includes the current name and address of the Lessor and a copy of the lease agreement.

2.14. Change in Condition.

Except as disclosed herein, subsequent to ABL has not incurred any material liabilities or material obligations, direct or contingent, not in the ordinary course of business, or entered into any transaction not in the ordinary course of business, or any adverse change or any development involving, so far as ABL can now reasonable foresee, a perspective adverse change in the condition (financial or other), net worth, results of operations, business, key personnel, customers, suppliers of equipments, inventories or services or properties which would be material to its business or financial condition other than as disclosed to MOP.

2.15. Environmental Matters.

- A. To the best knowledge of ABL, none of ABL's assets or the Facilities or the Premises have been used by ABL to handle, treat, store or dispose of any

hazardous or toxic waste or substance other than in the ordinary course of business, nor are any of ABL's assets or the Facilities or the Premises, including all soils, ground waters and surface waters located on, in or under the Facilities or the Premises, contaminated with pollutants, or other substances which contamination may give rise to a clean-up obligation under any Federal, State or local law, rule, regulation or ordinance, including, but not limited to, the Federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., and the common law.

- B. To the best knowledge of ABL, all underground storage tanks located in, on or under the Premises are in a state of good condition and repair and have not leaked.
- C. To the best knowledge of ABL, there are no outstanding violations or any consent decrees entered against ABL or L & B regarding environment and use matters, including, but not limited to, matters effecting the emission of air pollutants, the discharge of water pollutants, the management of hazardous or toxic substances or waste, or noise.
- D. To the best knowledge of ABL, there are no claimed, threatened or alleged violations with respect to any Federal, State or local environmental law, rule, regulation, ordinance, permit, license or authorization, and there are no present discussions with any Federal, State or local governmental agency concerning any alleged violation of environmental laws, rules, regulations, ordinances, permits, licenses or authorizations.
- E. To the best knowledge of ABL, all operations conducted by ABL and L & B on the Facilities and the Premises have been and are in compliance with all Federal, State and local statutes, rules, regulations, ordinances, permits, licenses and authorizations pertaining to environmental control and compliance.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF MCLAIN OFFICE PLAZA LLC

ABL, in its capacity as the sole member of and owner of membership interest in Mcclain represents and warrants that as of the date of this Agreement and at the Effective Date:

3.1. Organization and Good Standing.

MOP is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, and has full company power and authority to own and hold the Premises and assets owned and leased by it, and to conduct its business as presently conducted.

3.2. Membership Interest.

All membership interest in MOP are owned individually by the member, free and clear of all liens, claims and encumbrances, and there are no outstanding subscriptions, calls, commitments, warrants or options for the purchase of any interest or other securities of MOP. The aggregate number of membership units that MOP is authorized to issue is 100, and are held as follows:

<u>MEMBER</u>	<u>MEMBERSHIP UNITS</u>
ABL Investments LLC	100 Units

3.3. Authority.

MOP has the requisite power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized. This Agreement has been duly executed and delivered by and constitutes a valid and binding agreement of MOP.

3.4. Non-Contravention.

MOP is not subject to or obligated under any contract provision, or any license, franchise or permit, or any order or decree, which would be breached or violated or in respect of which a right of acceleration would be created by its executing and carrying out this Agreement.

**ARTICLE IV
TERMINATION, AMENDMENT AND WAIVER**

4.1. Termination.

This Agreement may be terminated at any time prior to the Effective Date by serving written notice to the other party as in accordance with the terms of this Agreement.

4.2. Effect of Termination.

In the event of termination of this Agreement as provided in this Agreement, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto.

4.3. Amendment.

This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

ARTICLE V COVENANTS

5.1. Covenants.

The Parties hereby covenant and agree as follows:

- A. The Parties shall use their best efforts to secure before the Effective Date all necessary consents and approvals needed to satisfy all the conditions precedent hereunder.
- B. The Parties will take all necessary company and other actions and use its best effort to obtain all consents, approvals and amendments of agreements required of it to carry out the transactions contemplated by this Agreement and to satisfy the conditions specified herein.

ARTICLE VI GENERAL PROVISIONS

6.1. Survival of Representations, Warranties and Agreements.

The representations, warranties and agreements in this Agreement or any document delivered pursuant hereto on or prior to the Effective Date shall survive the Closing of the transactions to be consummated on the Effective Date.

6.2. Notices to Parties.

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied or mailed by registered or certified mail (return receipt requested) to the persons at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) ABL Investments LLC
c/o Jimmy Lundy
296 South Ferdon Boulevard
Crestview, Florida 32536

(b) Mclain Office Plaza LLC
c/o Jimmy Lundy
296 South Ferdon Boulevard
Crestview, Florida 32536

6.3. Notice to Third Parties.

All notices to third parties and all other publicity or releases relating to the transactions contemplated hereby and issued between the date of this Agreement and the Effective Date will be approved by all Parties hereto prior to release or dissemination.

6.4. Interpretation.

The headings contained in this Agreement are for reference purposes only and shall not

affect the meaning or interpretation of this Agreement. Terms such as "herein", "hereof", "hereinafter" refer to this Agreement as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires.

6.5. Drafting Party.

The provisions of this Agreement, and the documents and instruments referred to herein, have been examined, negotiated, drafted and revised by counsel for each party hereto and no implication shall be drawn nor made against any party hereto by virtue of the drafting of this Agreement.

6.6. Attorney Fees.

If any action is brought by any party against another party or parties to enforce this Agreement or any provision contained herein, the prevailing party shall be entitled to recover from the other parties or parties reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

6.7. Severability.

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability or any other provisions of this Agreement, which shall remain in full force and effect in such jurisdiction.

6.8. Specific Performance.

The Parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist, and damages would be difficult to determine, and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

6.9. Miscellaneous.

This Agreement, including the Exhibits and related documents mentioned herein:

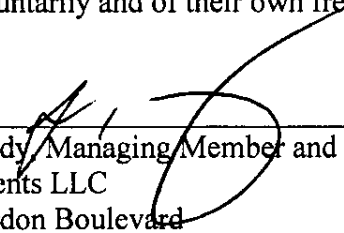
- A. Except as otherwise set forth hereinabove, constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof;
- B. Is not intended to and shall not confer upon any other person any rights or remedies hereunder or otherwise with respect to the subject matter hereof;
- C. Shall not be transferred or assigned by any party without the prior written consent of all of the Parties;

- D. **SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING VALIDITY, INTERPRETATION AND EFFECT BY THE LAWS OF THE STATE OF FLORIDA;**
- E. May be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement; and,
- F. Shall be binding upon and inure to the benefit of each of the Parties hereto and to their respective transferees, successors and assigns.

IN WITNESS WHEREOF, Jimmy L. Lundy, an individual, Daniel A. Bowers, Jr., an individual, ABL Investments LLC, and Mclain Office Plaza LLC have caused this Agreement to be executed on their behalf all as of the date first above written.

ACKNOWLEDGMENT OF MEMBERS OF ABL INVESTMENTS LLC

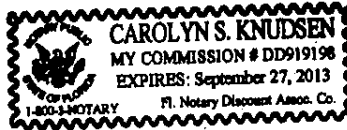
SIGNED, ACCEPTED, AND AGREED TO on this the 31st day of July, 2011, by Jimmy L. Lundy and Daniel A. Bowers, Jr., who acknowledges he has read and understands this Agreement and the Attachments, Exhibits and/or Schedules to it and he executes this legal document voluntarily and of their own free will.


Signature: 
 Jimmy L. Lundy Managing Member and authorized agent for
 ABL Investments LLC
 296 South Ferdon Boulevard
 Crestview, Florida 32536

State of Okaloosa
 County of Florida

This instrument was acknowledged before me on the 31st day of July, 2011, by Jimmy L. Lundy, managing member and authorized agent for ABL Investments LLC who provided _____ as identification or who is personally known to me.

Carolyn S. Knudsen
 Notary Public -- State of Florida

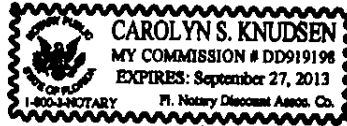


Signature: 
 Daniel A. Bowers, Jr., Managing Member and authorized agent for
 ABL Investments LLC
 296 South Ferdon Boulevard
 Crestview, Florida 32536

State of Okaloosa
County of Florida

This instrument was acknowledged before me on the 31st day of July, 2011, by Daniel A. Bowers, Jr., managing member and authorized agent for ABL Investments LLC who provided _____ as identification or who is personally known to me.

Carolyn S. Knudsen
Notary Public -- State of Florida



**ACKNOWLEDGMENT OF
MCLAIN OFFICE PLAZA LLC**

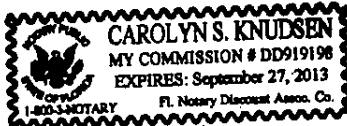
SIGNED, ACCEPTED, AND AGREED TO on this the 31st day of July, 2011, by the Jimmy L. Lundy and Daniel A. Bowers, Jr., who acknowledges he and/or she has read and understand this Agreement and the Attachments, Exhibits and/or Schedules to it and he and/or she executes this legal document voluntarily and of their own free will.

Signature: [Signature]
Jimmy L. Lundy, as Manager and authorized agent of Mclain Office Plaza LLC
296 South Ferdon Boulevard
Crestview, Florida 32536

State of Okaloosa
County of Florida

This instrument was acknowledged before me on the 31st day of July, 2011, by Jimmy L. Lundy, as Manager and authorized agent of Mclain Office Plaza LLC, who provided _____ as identification or who is personally known to me.

Carolyn S. Knudsen
Notary Public -- State of Florida



Signature: [Signature]
Daniel A. Bowers, Jr., as Manager and authorized agent of Mclain Office Plaza LLC
296 South Ferdon Boulevard
Crestview, Florida 32536

State of Okaloosa
County of Florida

This instrument was acknowledged before me on the 31st day of July, 2011, by Daniel A. Bowers, Jr., as Manager and authorized agent of Mclain Office Plaza LLC, who provided _____ as identification or who is personally known to me.

Carolyn S. Knudsen
Notary Public -- State of Florida

