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COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Mahogany Mills, L.L.C.

(Name of Limited Liability Company)

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Phillip A. Pugh, Esq.

(Name of Person)

Litvak Beasley & Wilson, LLP

(Firm/Company)

226 E. Government St.

(Address)

Pensacola, FL 32502

(City/State and Zip Code)

For further information concerning this matter, please call:

Phillip A. Pugh, Esq.

(Name of Person)

at (850) 432-9818

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- ☒ \$25.00 Filing Fee ☐ \$30.00 Filing Fee & Certificate of Status ☐ \$55.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐ \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

MAILING ADDRESS:

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

STREET/COURIER ADDRESS:

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

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Mahogany Mills, L.L.C.

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 7/28/2005 and assigned
Florida document number L05000074576.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

(Enter Florida street address)

Florida

(City)

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

(If Changing Registered Agent, Signature of New Registered Agent)

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

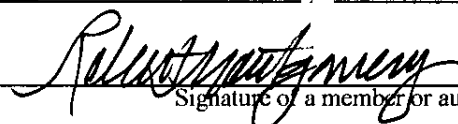
MGR = Manager

MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	Robert B. Randel	3042 Rosa Del Vila Gulf Breeze, FL 32563	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Dated August 16, 2011.


 Signature of a member or authorized representative of a member

Robert Montgomery
 Typed or printed name of signee

**AGREEMENT FOR PURCHASE AND SALE OF MEMBERSHIP INTEREST IN
MAHOGANY MILLS, L.L.C.**

This Agreement for Purchase and Sale of Membership Interest ("Agreement") in MAHOGANY MILLS, L.L.C., a Florida limited liability company ("MML"), is by and between Robert Montgomery and Clair B. Montgomery, husband and wife, ("Purchasers") and Robert B. Randel ("Randel").

RECITALS:

WHEREAS, Randel currently owns 50% of the membership interest of MML ("Membership Interest"), and Robert Montgomery owns the remaining 50% of the membership interest of MML; and

WHEREAS, Randel has offered Purchasers the opportunity to purchase all of Randel's Membership Interest in MML and Purchasers want to purchase the same, all as set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals referenced above are hereby acknowledged as being true and accurate and are incorporated herein by reference.

2. **Transfer of Membership Interest.** Randel shall sell, assign and transfer one hundred percent (100%) of the Membership Interest to Purchasers, and Purchasers shall purchase one hundred percent (100%) of the Membership Interest from Randel, for the consideration set forth in this Agreement. Randel shall resign from all positions of responsibility with respect to MML (including, but not limited to, as a managing member and any signatory positions with respect to MML's accounts) at Closing, as defined below.

3. **Redemption Price.** The Purchase Price shall be Ten Thousand (\$10,000.00) Dollars, which the parties agree is a fair market and complete and full value for the Membership Interest. The Purchase Price shall be paid by certified check at Closing.

4. **Closing.** This Closing shall take place on AUGUST 16, 2011 (the "Closing"). At the Closing, Randel shall fully execute and present to Purchasers an assignment of membership interest in the form attached hereto as Exhibit "A," assigning all of his remaining membership interest (50%) in MML to Purchasers.

5. **Representations, Warranties, and Covenants.**

(a) **Of Each Party.** Purchasers and Randel each hereby represent, warrant and covenant to each other party that:

(i) Neither the execution nor the delivery of this Agreement, the incurrence of the obligations herein set forth, the consummation of the transactions herein contemplated, nor the compliance with the terms of this Agreement will conflict with, or result in a breach of, any of the terms, conditions, or provisions of any bond, note, or other evidence of indebtedness or any contract, indenture, or other agreement to which such party may be bound.

(ii) Such party has the right and authority to execute and enter into this Agreement and to perform all other acts in connection with the performance of this Agreement.

(iii) Such party has made such investigation of the facts pertaining to this Agreement, and all of the matters pertaining thereto, as he deems necessary.

(b) *Additional Representation, Warranty, and Covenant of Randel.* Randel hereby represents and warrants to and covenants to Purchasers that with respect to Randel's Membership Interest, Randel owns the Membership Interest, free and clear of any and all liens, claims, encumbrances, and adverse equities.

(c) *Mortgage.* MML owns certain real property located in Escambia County, Florida, which real property is subject to a mortgage in favor of Compass Bank recorded June 18, 2008 in Book 6342 at Page 9 and an accompanying Assignment of Rents recorded in Book 6342 at Page 29, of the Public Records of Escambia County, Florida. Robert Montgomery and Randel are personal guarantors of the debt underlying said mortgage and assignment of rents. Purchasers covenant and agree with Randel to direct MML to use its best commercially reasonable efforts to secure the release of Randel from said guaranty as soon as reasonably practicable. In any event, Purchasers agree to indemnify and hold Randel harmless from any loss sustained by Randel in the future on account of such guaranty.

(d) *Personal Injury.* Purchasers and Randel acknowledge the existence of a possible claim against MML for personal injury due to a recent alleged "slip and fall" by a guest of a tenant which allegedly occurred on MML property or on adjacent property, or both. Robert Montgomery and Randel each anticipate that any potential liability as a result of said alleged incident will be defended by MML's liability insurance carrier and will be a fully covered loss. Further, Robert Montgomery and Randel each believe that, should any non-covered loss result from the alleged incident, there are no grounds upon which such a loss would be imposed on either of them personally, as the possible claim is against MML and not Robert Montgomery or Randel individually. However, in an abundance of caution, Randel agrees, represents and covenants with Purchasers that, in the event either of Purchasers incurs, after the Closing hereunder, any personal liability due to any alleged incident which occurred prior to Closing hereunder, Randel will indemnify and hold Purchasers harmless from same in the same percentage as to his pre-Closing pro-rata share of ownership in the Company (i.e. 50%).

6. Entire Agreement and Attorney's Fees. This instrument constitutes the entire agreement between the parties hereto with respect to the transactions contemplated hereby and all previous agreements and understandings between the parties hereto are superseded by this Assignment. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein. In the event of litigation between the parties hereto, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in defendant or prosecuting the matter, as applicable.

7. **Survival.** The parties agree that all of the terms, representations, warranties and covenants contained in this Agreement, whether specified in a particular section or not as surviving the execution and delivery of the Agreement, shall survive the execution and delivery of this Agreement for a period of five (5) years.

8. **Counterpart Execution.** This Agreement may be executed in multiple counterparts each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

9. **Notices.** Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Party or to an officer of the Party to whom the same is directed, or sent by regular, registered, or certified mail, addressed to the person to whom directed at the following address, or to such other address as such party may from time to time specify by notice to the parties:

(i) If to Purchasers:

Robert and Clair B. Montgomery
1388 Country Club Road
Gulf Breeze, FL 32563

(ii) If to Randel:

Robert B. Randel
3042 Rosa Del Villa
Gulf Breeze, FL 32563

Notice shall be deemed delivered three (3) days after mailed or upon hand delivery to the address indicated.

10. **Representation.** Each of the Parties hereby acknowledges and agrees that it has received and reviewed a copy of this Agreement and all other documents referred to herein. Montgomery and Randel each separately acknowledge that Litvak Beasley & Wilson, LLP ("LBW"), prepared this Agreement on behalf of and in the course of its representation of MML and Robert Montgomery, and that LBW does not represent Randel in this transaction.

11. **Tax Matters.** LBW has given not advice regarding the tax consequences of this transaction. Each party acknowledges that LBW has advised each party to consult with their tax advisor regarding any tax consequences that may result from this transaction and each party represents that he has either done so or elected to waive this right. Each party indemnifies and holds LBW harmless for any tax consequences which may arise for any party to this Agreement as a result of this transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year set forth beneath each signature, as of the Effective Date.



Robert B. Randel



Robert Montgomery

Mahogany Mills, L.L.C. joins in, ratifies and consents to this Agreement.

Mahogany Mills, L.L.C., a Florida limited liability company




Robert Montgomery, Managing Member

Exhibit "A"

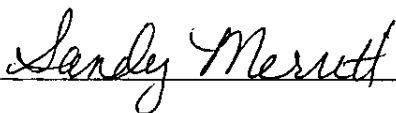
MEMBERSHIP INTEREST ASSIGNMENT

FOR VALUE RECEIVED, I, Robert B. Randel, as required by the provisions of that certain Agreement for Purchase and Sale of Membership Interest in Mahogany Mills, L.L.C., hereby sell, assign and transfer unto Robert Montgomery and Clair B. Montgomery, husband and wife, in tenancy by the entireties, my fifty (50%) percent membership interest in the Company standing in my name as reflected on the books of the Company and as reflected in the Operating Agreement currently in force for the Company, and do hereby irrevocably constitute and appoint the appropriate representatives of the Company to transfer said membership interest of the Company with full power of substitution in the premises.

Dated: 8-16-11, 2011


Robert B. Randel

In presence of:


Sandy Merritt