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BUSINESS MERGER AGREEMENT

State of Alabama

BACKGROUND

A. This Business Merger Agreement (the "Agreement") is made on _____ by and between the following business that will be dissolving (the "Dissolving Entity"):

of

and the following business that will be surviving (the "Surviving Entity"):

of

B. *WHEREAS*, Dissolving Entity, _____, is a Corporation duly organized, validly existing, and in good standing under the laws of Alabama.

C. *WHEREAS*, Surviving Entity, _____, is a Corporation duly organized, validly existing, and in good standing under the laws of Alabama.

D. *WHEREAS*, on completion of the merger, _____ will be dissolved leaving _____ as the surviving business which will then be known as _____ (the "Merged Entity") after the merger is complete. The Merged Entity will be a Corporation, duly organized, validly existing, and registered in good standing under the laws of Alabama.

NOW THEREFORE, in consideration of the above-mentioned understanding and of the mutual premises hereinafter expressed, the Parties hereto do mutually agree as follows:

I. SCOPE OF MERGER.

1. Subject to the terms and conditions of this Agreement, on the following Closing Date: _____, _____ shall be merged with and into _____ under the laws of the State of Alabama. As a result of the Merger, the separate corporate existence of _____ shall cease and the entity shall continue as the Merged Entity _____.

2. _____ shall file a certificate of merger with the Secretary of State, as required by the laws of State of Alabama. This certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which _____ holds real property.

3. The merger shall be effective on the date of filing of the certificate of merger.

4. _____'s Articles of Incorporation, By-laws, and Board of Directors in effect immediately before the Effective Date will be the Articles of Incorporation, By-laws and Board of Directors of the Surviving Entity. As of the Closing Date, the Merged Entity will possess all the rights, privileges, and immunities of each of the Parties, all property belonging to _____ will be transferred to and vested in the Merged Entity without further act or deed, and the Merged Entity will be responsible for all liabilities of each of the Parties.

5. The Merged Entity shall conduct business in the following area:

II. REPRESENTATIONS AND WARRANTIES OF _____.

6. This Agreement is binding upon and enforceable against _____ in accordance with its terms, except as such enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights and except as may be limited by principles of equity.

7. There is no litigation or other judicial, or administrative proceedings pending or, to the knowledge of _____ that would have a material adverse effect on the ability of this Party to consummate this Agreement.

8. The execution, delivery, or performance of this Agreement will not violate any law, judgment, or order to which _____ is subject or breach any agreement to which _____ is bound.

9. _____ unitholders are acquiring the Merged Entity shares for their own account for investment purposes only and not with a view to distribution or resale and is aware that it must bear the economic risk of its investment for an indefinite period of time because the Merged Entity shares have not been registered under the Securities Act of 1933, as amended, or Alabama Securities laws, and therefore cannot be sold unless the Merged Entity shares are subsequently registered under the Act and law or Merged Entity receives an opinion of counsel satisfactory to Merged Entity that exemptions from such registration become available.

10. _____ units are free and clear of any and all liens, claims, and encumbrances.

11. _____ has made available and delivered to _____ all information, statements, and records of theirs, including without limitation financing statements, shareholder records, and corporate documents, requested by _____, and that the information, statements, and records are not misleading, were prepared in good faith, and fairly present the current operational and financial condition of the Party.

12. No representation, warranty, or statement made by _____ in this Agreement contains or will contain any untrue statement or omits or will omit any fact necessary to make the statements contained herein misleading.

III. REPRESENTATIONS AND WARRANTIES OF _____.

13. This Agreement is binding upon and enforceable against _____ in accordance with its terms, except as such enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights and except as may be limited by principles of equity.

14. There is no litigation or other judicial, or administrative proceedings pending or, to the knowledge of _____ that would have a material adverse effect on the ability of this Party to consummate this Agreement.

15. The execution, delivery, or performance of this Agreement will not violate any law, judgment, or order to which _____ is subject or breach any agreement to which _____ is bound.

16. _____ has made available and delivered to _____ all information,

statements, and records of theirs, including without limitation financing statements, shareholder records, and corporate documents, requested by _____, and that the information, statements, and records are not misleading, were prepared in good faith, and fairly present the current operational and financial condition of the Party.

17. No representation, warranty, or statement made by _____ in this Agreement contains or will contain any untrue statement or omits or will omit any fact necessary to make the statements contained herein misleading.

IV. TERMS AND CONDITIONS.

18. Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not:

- a. Except in the ordinary course of business and for adequate value, dispose of any of its assets.
- b. Enter into any contract or agreement obligating it for a period in excess of thirty days except in the ordinary course of business.
- c. Make any distributions to its shareholders.
- d. Engage in any of the following activities:

19. The obligation of either Party to effect the merger is subject to the satisfaction or waiver of each of the following conditions:

- a. The representations, warranties, and covenants made by either Party are true and correct as of the Closing Date;
- b. There is no material adverse change in the business or financial condition of either Party from the date of this Agreement through the Closing Date;
- c. This Agreement is approved by the Board of Directors and shareholders of _____ entitled to vote on the matter in accordance with Alabama law and their governing documents; and
- d. This Agreement is approved by the Board of Directors and shareholders of _____ entitled to vote on the matter in accordance with Alabama law and their governing documents.

20. If at any time _____ considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in _____ the title to any property or rights of Dissolving Entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of _____, as of the Closing Date of the merger, will execute and deliver all property deeds, assignments, confirmations, and assurances in law, and do all acts that Surviving Entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in _____, and otherwise carry out the provisions of this Agreement.

V. VALUATION OF ASSETS.

21. The partners or managers of _____ do attest to the following regarding the valuation of their assets:

- a. The present value of its tangible and intangible assets, including goodwill is \$2 (two US dollars);
- b. The fair market value of its unrealized receivables is \$2 (two US dollars);
- c. The fair market value of its inventory is \$2 (two US dollars); and
- d. The estimated amount of its liabilities is \$2 (two US dollars).

22. The partners or managers of _____ do attest to the following regarding the valuation of their assets:

- a. The present value of its tangible and intangible assets, including goodwill is \$2 (two US dollars);
- b. The fair market value of its unrealized receivables is \$2 (two US dollars);
- c. The fair market value of its inventory is \$2 (two US dollars); and
- d. The estimated amount of its liabilities is \$2 (two US dollars).

VI. CONVERSION OF EQUITY.

23. At the Closing Date of the merger, each interest in _____ will be converted into 2 interest(s) of _____.

24. No fractional interests of _____ after merger will be issued to the holders of

interests of _____. However, holders who would otherwise be entitled to receive a fraction of an interest in _____ on the basis of the conversion provided for herein will instead receive a cash payment equal to the value of that fraction, based on the fair market value of an interest of _____ as of the Closing Date of the merger.

25. Each interest of _____ will be converted into 2 interest(s) of the new surviving entity _____ after merger.

26. No fractional interests of _____ before the merger will be issued to the holders of interests of the Surviving Entity after the merger. However, holders who would otherwise be entitled to receive a fraction of an interest of _____ on the basis of the conversion provided for herein will instead receive a cash payment equal to the value of that fraction, based on the fair market value of an interest of _____ as of the Closing Date of the merger.

27. If any interest of _____ being exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the Merged Entity or its transfer agent, and will receive in exchange a certificate or certificates representing the number of interests of the Surviving Entity into which the interests of _____ have been converted.

VII. MANAGEMENT OF MERGED ENTITY.

28. The partners or managers of the Merged Entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the Merged Entity.

29. The initial Board of Directors of the Merged Entity will consist of 2 directors. The Dissolving Entity shall be entitled to nominate 2 members of the Board of Directors of the Merged Entity.

VIII.

IX.

X. TERMINATION.

30. This Agreement will automatically terminate in the event that it is brought to a subsequent vote and not adopted by either the Board of Directors or shareholders of _____ entitled to vote on the matter, or the Board of Directors or shareholders of _____ entitled to vote on the matter.

31. This Agreement may be terminated and the merger abandoned at any time before the Closing Date by mutual written agreement of the Parties, by either Party if any condition provided in this Agreement has not been satisfied or waived on or before the Closing Date, or by either Party if there has been a material breach of this Agreement by the other Party.

32. Upon termination, this Agreement will become wholly void and of no effect, without liability or obligations on the part of either Party.

XI. NOTICES.

33. Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, by certified mail return receipt requested, or by fax transmission. Deliveries by certified mail or by fax transmission will be sent to the address of the respective Party as first indicated above or as may be updated in the future in writing by either Party.

XII. ENTIRE AGREEMENT.

34. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

35. This Agreement supersedes any prior written or oral agreements between the Parties.

XIII. SEVERABILITY.

36. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

37. If a court finds that any provision of this Agreement is invalid or unenforceable, but

that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XIV. AMENDMENT.

38. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

XV. GOVERNING LAW.

39. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XVI. WAIVER OF CONTRACTUAL RIGHTS.

40. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year first written above.

EXECUTION:

_____, Representative of _____, *Dissolving Entity*

Date

_____, Representative of _____, *Surviving Entity*

Date