

Prepared By

JAMES U. LEONARD JR.
4869 SOUTH LAKE PARKWAY
HOOPER AL 35244

SALE OF ONE SIXTH INTEREST IN

B.C.H.J.Y.S., LLC



20170628000230630 1/8 \$59.00
Shelby Cnty Judge of Probate, AL
06/28/2017 11:48:43 AM FILED/CERT

PURPOSE OF DOCUMENT This document is an instrument of sale of a member's full interest in the Alabama Limited Liability Company above named.

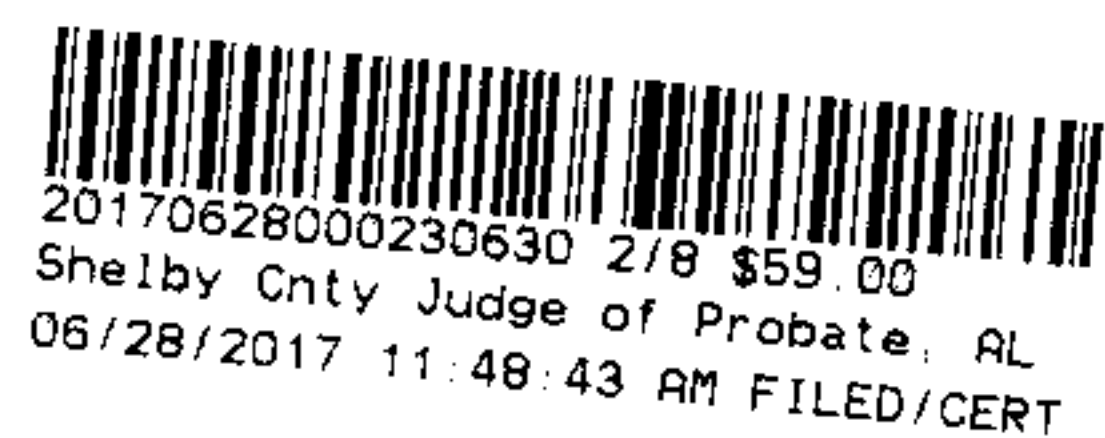
NAME OF SELLER The parties transferring their interest in the above-named LLC, are James U. Leonard, Jr. and Cheryl S. Leonard, and shall be referred to as SELLER.

NAME OF THE PURCHASERS The parties purchasing the interest of the above named seller are Derek K. Anderson and Evelyn S. Anderson, and they shall be referred to as PURCHASERS.

WAIVER The parties acknowledge that when used in this Document of Sale, any reference to other members execution of a waiver, includes waiving rights personal to them, as well as any of their representative capacity as officer or agent of the LLC, such that any reference to waiver is both personal, and the company's waiver.

1. Seller owns a one sixth membership interest in an Alabama Limited Liability Company known as B.C.H.J.Y.S., LLC.
2. Seller does hereby grant, bargain, sell, and assign unto purchasers all of seller's right, title and interest, and membership interest, in the before named Alabama Limited Liability Company, and said conveyance is to said purchasers as Joint Tenants with Right of Survivorship.
3. Seller warrants that seller has obtained a waiver from each and every other member of said other members' rights to purchase Seller's interest in B.C.H.J.Y.S., LLC. Specifically, seller warrants that seller has obtained a waiver of from each and every other member, waiving their rights under Section 5.03(a) of that Certain Operating Agreement of B.C.H.J.Y.S., LLC.
4. Seller warrants that seller has obtained a waiver from each and every other member of said other members' rights to a written opinion of counsel as to whether this conveyance will result in termination of the company under Section 708(b) of the Internal Revenue Service Code. Specifically, seller warrants that seller has obtained a waiver of from each and every other member, waiving their rights under Section 5.03(e) of that Certain Operating Agreement of B.C.H.J.Y.S., LLC.
5. Seller warrants that seller has obtained a waiver of from each and every other member, waiving time periods prohibiting sale until the first day of the calendar month immediately succeeding the month in which all of the requirements of transfer have been met. Specifically, seller warrants that seller has obtained a waiver of from each and every other member, waiving their rights under Section 5.03(f) of that Certain Operating Agreement of B.C.H.J.Y.S., LLC. Specifically.
6. Seller warrants that seller has obtained a waiver from each and every other member, waiving their rights under Section 5.03(f) of that Certain Operating Agreement of B.C.H.J.Y.S., LLC. Requiring a transfer fee, before the conveyance can take effect.

7. Seller warrants that seller has obtained a waiver of from each and every member, waiving their rights under Section 5.03(g)(3) of that Certain Operating Agreement of B.C.H.J.Y.S., LLC. requiring the purchasers to complete a purchaser qualification questionnaire.
8. Seller warrants that seller has paid, or immediately will pay, any costs of recordation or other costs of transfer that the company may incur as a result of this transfer of membership interest, including but not limited to attorneys fees and court costs.
9. Purchaser warrants that they are citizens and residents of the United States, and otherwise, they are not a tax exempt entity under Section 168(h) of the Internal Revenue Service Code.
10. Purchasers warrant that they are acquiring this Interest in the LLC for their own accounts for investment and not with a view of distribution, fractionalization or resale thereof.
11. By purchasing Seller's interest, it is the express intention of Purchasers to be admitted as members of the before referenced LLC.
12. The Notice Address of the Purchasers is listed at the conclusion of this instrument under the Purchasers' names.
13. The purchasers accept and adopt the provisions of that certain Operating Agreement of B.C.H.J.Y.S., LLC.
14. The purchasers aver that the statements in said Operating Agreement under Section 5.02 are true and correct with respect to each purchaser.
15. Seller warrants that a majority of the other members of the LLC have approved this transfer to the named purchasers.
16. It is the intent of this transfer that the interest of the Seller be conveyed unto the purchasers upon both parties signing this document. It is the seller's warranty that seller has obtained all necessary waivers from other members of the LLC, acting on their individual and/or representative capacity, pertaining to any and all matters that might otherwise affect this transfer.
17. Seller warrants that seller is not currently married, or that if seller is currently married, this conveyance is not a part of any homestead or other like interest.



18. Seller warrants that this conveyance is free and clear of any encumbrances, and that should there be any lien or other like encumbrance, then seller will indemnify purchasers for any and all costs associated with satisfying the encumbrance, including but not limited to interest and attorney's fees.

IN WITNESS, WHEREOF, THE PARTIES DO HEREBY EXECUTE THIS CONVEYANCE ON
THIS DATE: April 12 2017

David K. Anderson

Evelyn Anderson

Charles S. Leonard

Janet Leonard



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WALTON COUNTY
STATE OF FLORIDA

GENERAL ACKNOWLEDGEMENT

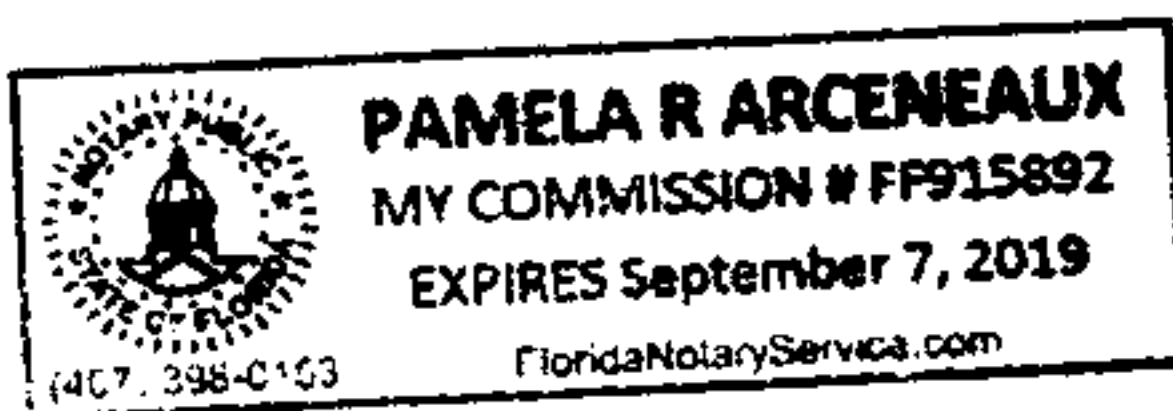
Before me, the undersigned authority in and for said state and county did personally appear before me, James U. Leonard, Jr. and Cheryl S. Leonard, Sellers, and Derek K. Anderson and Evelyn S. Anderson, PURCHASERS, who being first and duly sworn do depose and state as follows:

1. I am over the age of NINETEEN years.
2. By signing below, I execute this document, and do so voluntarily and under no constraint or undue influence, and understand that by so signing, I am conveying my interest as stated herein if I am listed as Seller, or I am accepting a membership interest, as stated herein, if I am listed as Purchaser.
3. The consideration for this sale has been paid by the purchasers, and it has been received by the seller.

James U. Leonard, Jr.
James U. Leonard, Jr. Seller
Cheryl S. Leonard
Cheryl S. Leonard, Seller
4809 Southlake Hwy
(ADDRESS)
Moore AL 35044
(CITY STATE ZIP CODE)

Derek K. Anderson
Derek K. Anderson and
Evelyn S. Anderson
PURCHASERS
980 KERWOOD CIRCLE
(ADDRESS)
OWIEDO, FL 32765
(CITY STATE ZIP CODE)

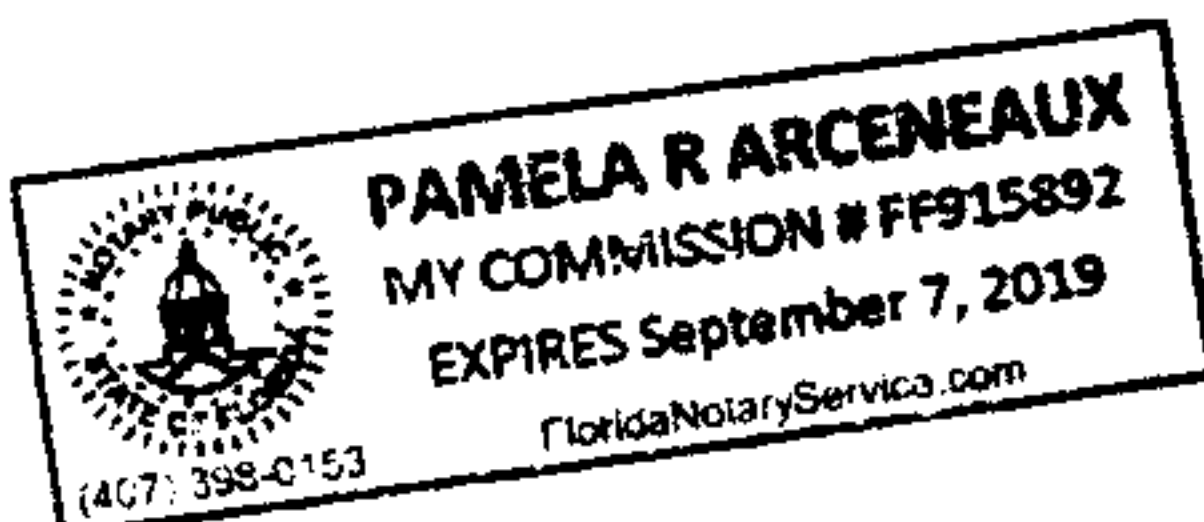
SIGNED IN MY PRESENCE ON THIS DATE: 25th MARCH 2017



Pamela R. Arceneaux
NOTARY PUBLIC

NAME PRINTED: PAMELA R. ARCENEUX
COMMISSION EXPIRES: 09/07/2019

SIGNED IN MY PRESENCE ON THIS DATE: 25th MARCH 2017



Pamela R. Arceneaux
NOTARY PUBLIC

NAME PRINTED: PAMELA R. ARCENEUX
COMMISSION EXPIRES: 09/07/2019



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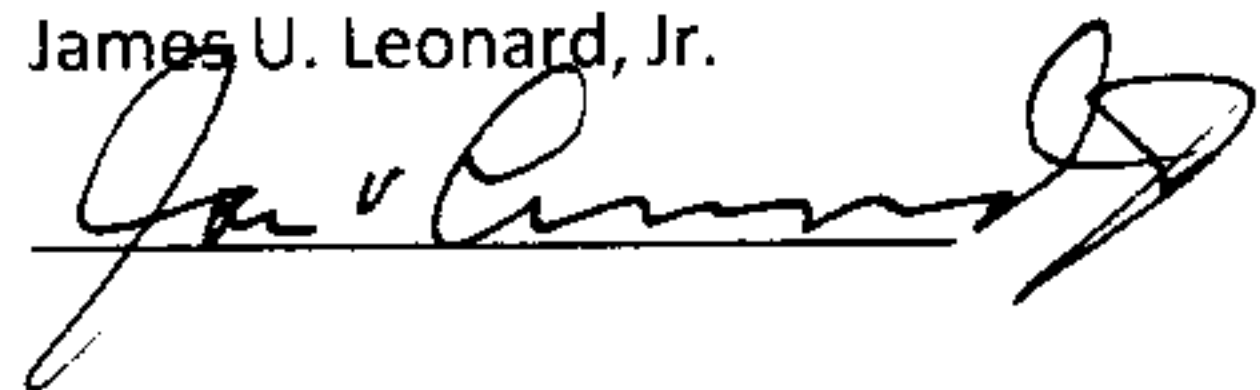
BILL OF SALE

Date April 18th 2017

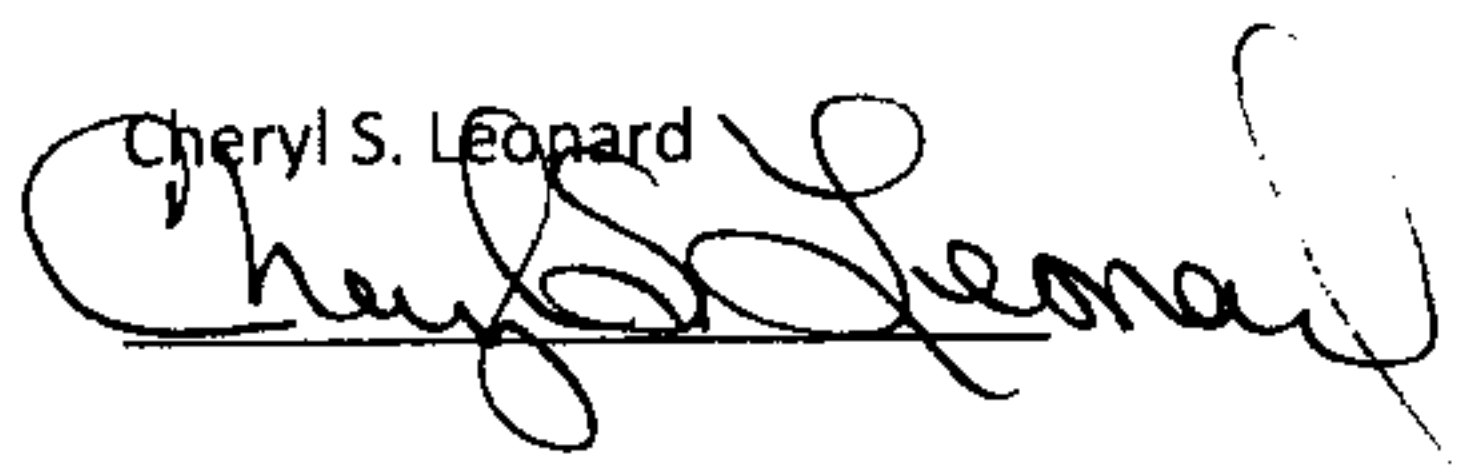
Unit 408 at 825 Seascape Drive, Miramar Beach, FL 32550 for the sum of \$ 50,000.00
(1/6th share of B.C.H.J.Y.S., L.L.C.)

Seller

James U. Leonard, Jr.

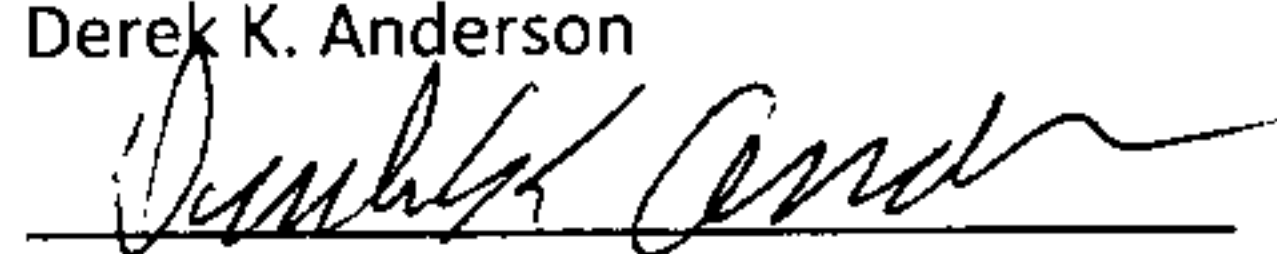


Cheryl S. Leonard

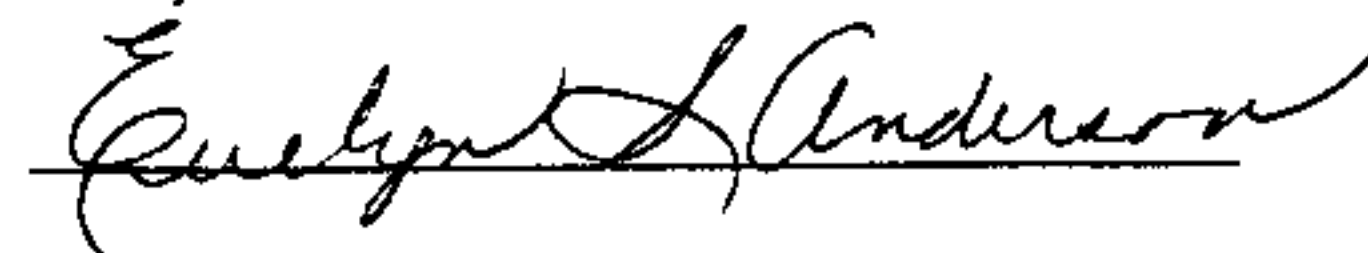


Buyer

Derek K. Anderson



Evelyn S. Anderson

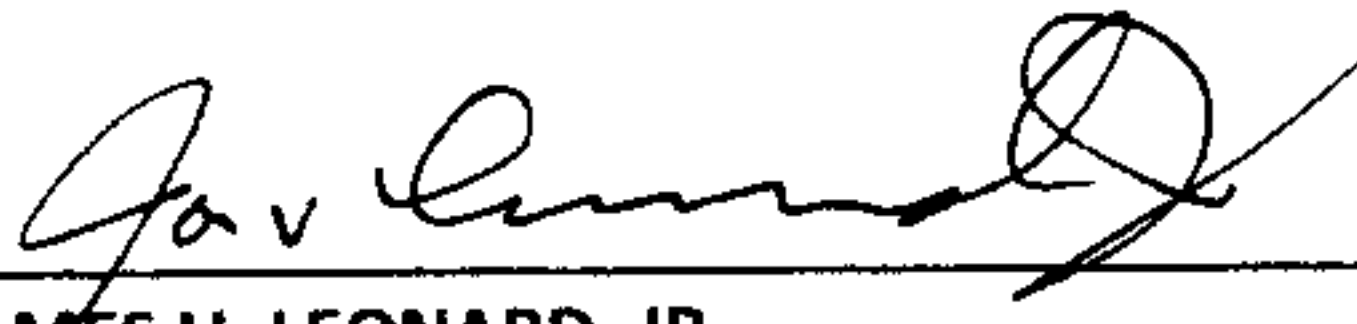


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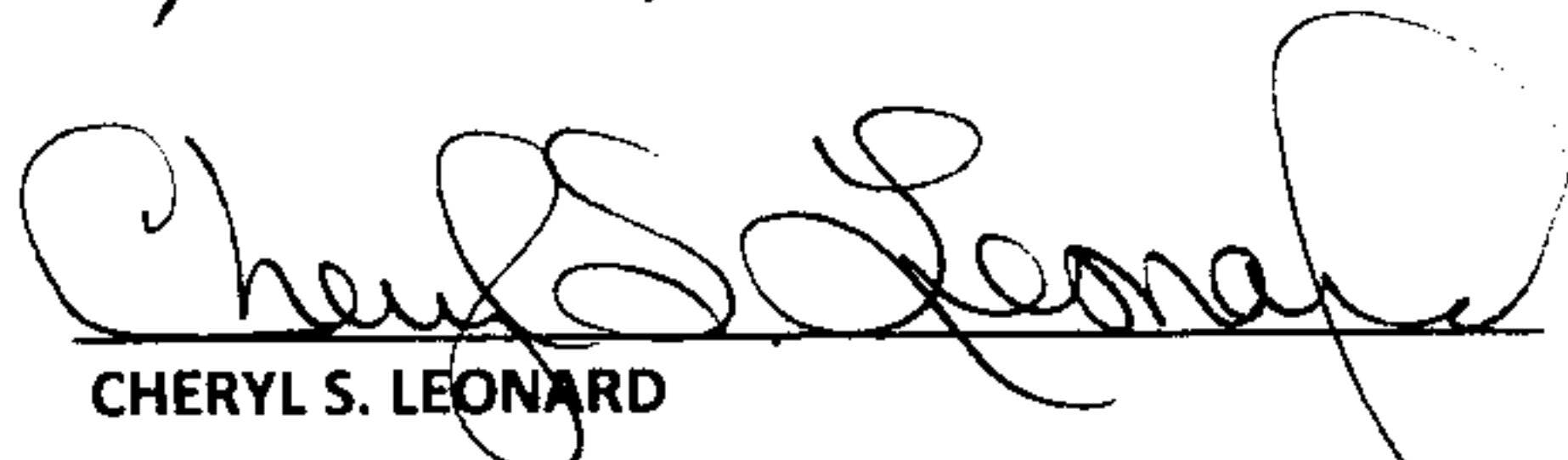
ASSIGNMENT AND WITHDRAWAL

FOR VALUE RECEIVED and contingent upon the consent and waiver of all members as indicated below, the undersigned, **JAMES U. LEONARD, JR.** and **CHERYL S. LEONARD**, hereby grant, bargains, sells, assigns, transfers, conveys, and delivers unto Derek K. Anderson and Evelyn S. Anderson, all of the undersigned's entire rights, title and interest in and to the undersigns' membership interest in **B.C.H.J.Y.S., L.L.C.** an Alabama limited liability company. Said interest is transferred free and clear of all liens, claims and encumbrances. Effective herewith the undersigned, **JAMES U. LEONARD, JR** and **CHERYL S. LEONARD** withdraws as a member for this share of **B.C.H.J.Y.S., L.L.C.**

DATED THIS 18th day of April, 2017



JAMES U. LEONARD, JR.



CHERYL S. LEONARD

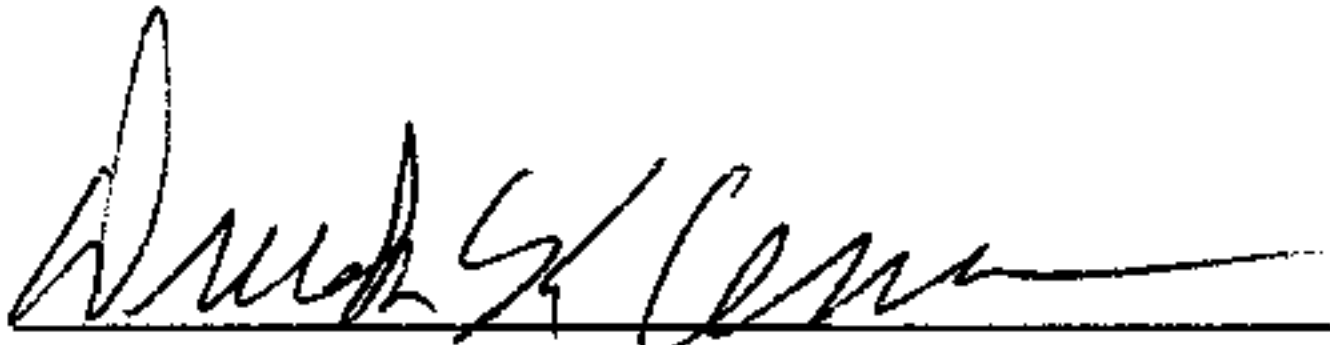


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ADOPTION, CONSENT TO AND ACKNOWLEDGMENT OF TERMS
OF OPERATING AGREEMENT OF B.C.H.J.Y.S., L.L.C.
AN ALABAMA LIMITED LIABILITY COMPANY

The undersigned, Derek K. Anderson and Evelyn S. Anderson, in consideration of the Consent of the other members of B.C.H.J.Y.S., L.L.C. to their admission as a member thereof, do hereby acknowledge their consent, agreement to and receipt of the Operating Agreement of B.C.H.J.Y.S., L.L.C., dated December 21, 1998, and hereby adopts, ratified, and agrees to and consents to be bound by the terms thereof.


DATED this FIRST day of April, 2017.


DEREK K. ANDERSON

Date: April 1, 2017


EVELYN S. ANDERSON

Date: April 1, 2017


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CONSENT AND WAIVER

We the undersigned being all of the members of B.C.H.J.Y.S., L.L.C., an Alabama Limited Liability Company, hereby unanimously consent to the foregoing Assignment and Withdrawal of James U Leonard, Jr and Cheryl S. Leonard with a 1/6th share and to the immediate admission of Derek K. Anderson and Evelyn S. Anderson with a joint 1/6th share, as members of the Limited Liability Company with respect to membership interest assigned herein, notwithstanding the provisions of Section 5.02 of the Operating Agreement of B.C.H.J.Y.S., L.L.C.

5/5/17

Date

Robert L. Boisky
ROBERT L. BOISKY (1/6)

23 APR 2017

Date

Roger Butts
ROGER BUTTS (1/6 joint)

23 APR 2017

Date

Caryle Butts
CARYLE BUTTS (1/6 joint)

5/6/17

Date

John Gary Hughes
JOHN GARY HUGHES (1/6)

5/5/2017

Date

Cheryl S. Leonard
CHERYL S. LEONARD (1/6 joint)

5/5/2017

Date

James U. Leonard, Jr.
JAMES U. LEONARD, JR. (1/6 joint)

4/1/2017

Date

Pamela A. Frazier
Pamela A. Frazier (1/6 joint)

3-28-2017

Date

William H. Yeatman, Jr.
William H. Yeatman, Jr. (1/6 joint)

4/1/17

Date

Harry W. Yeatman
Harry W. Yeatman (1/6 joint)