

**ACQUISITION AGREEMENT
AND
PLAN OF MERGER**

THIS ACQUISITION AGREEMENT AND PLAN OF MERGER (the “Agreement”), is made and entered into this 24 day of August 2013, by and between American Community Development Group, Inc., a Delaware corporation (“ACYD” or “Issuer”) and Wialan Technologies, a Florida LLC (“WIALAN” or “Acquired Company”).

RECITALS

WHEREAS, ACYD, a public company, desires to acquire substantially all of the assets, tangible and intangible, owned by WIALAN that are used in, or necessary for the conduct of, its software development business, including, without limitation: (i) the Proprietary Wialan software, subject to any obligations contained in disclosed license agreements and all related intellectual property; (ii) the fixed assets of Seller; (iii) Contracts and relationships, existing or pending (iv) any and all customer lists; and (v) the goodwill associated therewith, all free and clear of any security interests, mortgages or other encumbrances; and

WHEREAS, the aggregate consideration for the assets and business to be purchased would be 75% (approximately 1,900,000,000 shares), of the issued and outstanding common stock of ACYD; and

WHEREAS, WIALAN agrees to enter into a business combination transaction which shall result in the combination of the two entities with the officers of WIALAN controlling a majority of the combined entity; and

WHEREAS, the Merger is intended to qualify as a tax-free reorganization under Sections 368 (a) (1) (A) and 368(a) (2) (E) of the Internal Revenue Code of 1986, as amended (the “Code”); and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties hereto intending to be legally bound hereby, agree that WIALAN shall be merged into ACYD (the “Merger”) upon the terms and conditions hereinafter set forth.

ARTICLE I
Merger

The following Plan of Merger was approved by ACYD and WIALAN in the manner prescribed by law. It was agreed that WIALAN shall be merged into ACYD, the separate

existence of WIALAN shall cease and ACYD shall continue to exist under the new name”
Wialan Technologies, Inc. by virtue of, and shall be governed by, the laws of the State of
Delaware.

ARTICLE II
Certificate of Incorporation of Issuer

The Certificate of Incorporation of Issuer as in effect on the date hereof shall be the
Certificate of Incorporation of Acquired Company on the Closing Date without change unless
and until amended in accordance with applicable law.

ARTICLE III
Bylaws of Issuer

The Bylaws of Issuer as in effect on the date hereof shall be the Bylaws of the Acquired
Company, without change, unless and until repealed or restated in accordance with applicable
law.

ARTICLE IV
Effect of Merger on Stock of ACYD

4.01.

There shall be no changes to common stock shareholders issuance at the time of the completed
merger, with the exception of new issued shares to reduce the liabilities of the corporation to the
total amount of 6,333,333.333 Billion shares to ACYD shareholders and 1.9 billion to Wialan
and or its shareholders of the total authorized of 3.5 billion. The issued and outstanding shares
should approximate 2,533,333,333 at merger.

ARTICLE V
Corporate Existence, Acquired Company and Liabilities of Acquired Company

On the Closing of this transaction, the separate existence of Acquired Company shall
cease. Acquired Company shall be merged with and into Issuer in accordance with the provisions
of this Agreement. Thereafter, Issuer shall possess all the rights, privileges, powers and
franchises as well of a public as of a private nature, and shall be subject to all the restrictions,
disabilities and duties of each of the parties to this Agreement and all and singular; the rights,
privileges, powers and franchises of Acquired Company and Issuer, and all property, real,
personal and mixed, and all debts due to each of them on whatever account, shall be vested in
Issuer; and all property, rights, privileges, powers and franchises, and all and every other interest
shall be thereafter and effectually the property of Issuer, as they were of the respective
constituent entities, and the title to any real estate whether by deed or otherwise vested in
Acquired Company and Issuer or either of them, shall not revert to or be in any way impaired by
reason of the Merger; but all rights of creditors and all liens upon any property of the parties
hereto, shall be preserved unimpaired, and all debts, liabilities and duties of the respective
constituent entities, shall thence forth attach to Issuer, and may be enforced against it to the same
extent as if said debts, liabilities and duties had been incurred or contracted by it.

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ARTICLE VI

Officers and Directors of Issuer

The current officers and directors of Issuer shall tender their resignations as officers and directors contemporaneously with the Closing and then nominate as officers and directors persons whose names and positions will be supplied by the Acquired Company. The new officers and directors shall hold office in accordance with the Bylaws of Issuer or until their respective successors shall have been appointed or elected.

ARTICLE VII

EXEMPTION FROM REGISTRATION; REORGANIZATION

The parties hereto intend that the ACYD Common Stock to be issued to WIALAN shall be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Act"), and pursuant to applicable state statutes. The parties hereto expect this transaction to qualify as a tax-free reorganization under Sections 368 (a) (1) (A) and 368(a) (2) (E) of the Internal

Revenue Code of 1986, as amended (the "Code"), but no IRS ruling or opinion of counsel is being sought in connection therewith and such ruling or opinion is not a condition to closing the transactions herein contemplated.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES OF WIALAN

WIALAN hereby represents and warrants to Issuer that:

8.1 Organization. WIALAN is a corporation duly organized, validly existing, and in good standing under the laws of Florida has all necessary corporate powers to carry on its business as now owned and operated, and is duly qualified to do business and is in good standing in each of the states and other jurisdictions where its business requires qualification.

8.2 Business Plan. The Business Plan of WIALAN delivered to ACYD accurately describes the business and operations of WIALAN. WIALAN has all right, title and interest in trademarks, Patents, know-how, and other intellectual property, discussed in such Business Plan and required to undertake the business and operations of a software and hardware integration company.

8.3 Officers. Exhibit A to this Agreement, the text of which is hereby incorporated by reference, contains the names and titles of all of the officers of WIALAN as of the date of this Agreement.

8.4 Compliance with Laws. WIALAN, to its actual knowledge, has substantially complied with, and is not in violation of, all applicable federal, state or local statutes, laws and regulations, including, without limitation, any applicable building, zoning, environmental, employment or other law, ordinance or regulation affecting its properties, products, services or

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the operation of its business except where such non-compliance would not have a material adverse effect on the business or financial condition of WIALAN. WIALAN has all licenses and permits required to conduct its business as now being conducted and as contemplated in its Business Plan heretofore delivered to ACYD except where such non-compliance would not have a material adverse effect on the business or financial condition of WIALAN.

8.5 Absence of Changes. Since the date of the most recent financial statements there has not been any change in the financial condition or operations of WIALAN, except for changes in the ordinary course of business, which changes have not in the aggregate been materially adverse.

8.6 Absence of Undisclosed Liabilities. As of the date of its most recent balance sheet, WIALAN did not have any material debt, liability, or obligation of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due, that is not reflected in such balance sheet or incurred in the ordinary course of business following the date of the last balance sheet included.

8.7 Investigation of Financial Condition. Without in any manner reducing or otherwise mitigating the representations contained herein, ACYD shall have the opportunity to meet with accountants and attorneys to discuss the financial condition of WIALAN. WIALAN shall make available to ACYD all books and records of WIALAN. If the transactions contemplated hereby are not completed, all documents received by ACYD shall be returned to WIALAN and all information so received shall be treated as confidential.

8.8 Litigation. WIALAN is not a party to any suit, action, arbitration or legal, administrative or other proceeding, or governmental investigation pending or, to **the best knowledge of WIALAN**, threatened against or affecting WIALAN or its business, assets or financial condition, except for matters which would not have an adverse material effect on WIALAN or its properties. WIALAN is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality applicable to it. WIALAN is not engaged in any lawsuits to recover any material amount of monies due to it.

8.9 Ability to Carry Out Obligations. The execution and delivery of this Agreement by WIALAN and the performance of the obligations hereunder in the time and manner contemplated will not cause, constitute or conflict with or result in: (a) any material breach or violation of any of the provisions of or constitute a material default under any license, indenture, mortgage, charter, instrument, articles of incorporation, by-laws, or other agreement or instrument to which WIALAN is a party, or by which it may be bound, nor will any consents or authorizations of any party other than those hereto be required; (b) an event that would permit any party to any material agreement or instrument to terminate it or to accelerate the maturity of any indebtedness or other obligation of WIALAN; or (c) an event that would result in the creation or imposition of any material lien, charge, or encumbrance on any asset of WIALAN.

8.10 Assets. WIALAN has good and marketable title to all of the properties and assets reflected on its latest balance sheet (except for property and assets disposed of in the ordinary course of business after the date thereof), free and clear of all liens and encumbrances, except as noted therein, and except for liens of taxes not delinquent.

8.11 Indemnification. WIALAN agrees to defend and hold ACYD harmless against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties, and reasonable attorney fees, that it shall incur or suffer, which arise out of, result from or relate to any breach of, or failure by WIALAN to perform any of its respective representations, warranties, covenants and agreements in this Agreement or in any exhibit or other instrument furnished or to be furnished this Agreement.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES OF ACYD

ACYD represents and warrants to WIALAN:

9.1 Organization. ACYD is a corporation duly organized, validly existing, and in good standing under the laws of Delaware, has all necessary corporate powers to own its properties and to carry on its business as now owned and operated, and is duly qualified to do business in each of such states and other jurisdictions where its business requires such qualification.

9.2 Capital. On the day of Closing, the total issued and outstanding capital stock of ACYD will consist of approximately 2,500,000,000 common shares (subject to common stock price adjustments at the time of closing) with a \$0.0001 par value. No shares, warrants or options will have been reserved for issuance based upon certain specified contingencies that are not disclosed. All issued and outstanding shares have been duly authorized, validly issued and are fully paid and non-assessable, and subject to no preemptive rights of any shareholder.

9.3 Absence of Undisclosed Liabilities. As of the date of its most recent Balance Sheet, ACYD did not have any material debt, liability, or obligation of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due, that is not reflected in such balance sheet or incurred in the ordinary course of business following the date of the last Balance Sheet included.

9.4 Tax Returns. Within the times and the manner prescribed by law at the time of closing, ACYD will file all federal, state and local tax returns, as required by law, and has paid all taxes, assessments and penalties due and payable. There are no present disputes as to taxes of any nature payable by ACYD. Adequate provision has been made on the Balance Sheet for all taxes of ACYD as of the date thereof.

9.5 Investigation of Financial Condition. Without in any manner reducing or otherwise mitigating the representations contained herein, WIALAN shall have the opportunity to meet with ACYD's accountants to discuss the financial condition of ACYD. ACYD shall make available to WIALAN all books and records of ACYD in its possession and control.



9.6 Compliance with Laws. ACYD, to its actual knowledge, has complied with, and is not in violation of any, applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable building, zoning, environmental or other law, ordinance, or regulation) affecting its properties or the operation of its business, except where non-compliance would not have a material adverse effect on the business or operations of ACYD.

9.7 Litigation. ACYD is not a party to any suit, action, arbitration or legal, administrative or other proceeding, or governmental investigation pending or, to the best knowledge of ACYD, threatened against or affecting ACYD or its business, assets or financial condition, except for matters already disclosed in OTC filings and financial disclosures, which would not have a material effect on ACYD or its properties. ACYD is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality applicable to it. ACYD is not currently engaged in any lawsuits to recover any material amount of monies due to it.

9.8 Authority. ACYD has duly and validly authorized this Agreement between ACYD and WIALAN, and the transactions contemplated herein. This Agreement when executed and delivered by ACYD will be valid and binding upon ACYD and enforceable against all parties in accordance with its respective terms, subject as to enforceability to general principles of equity and law.

9.9 Ability to Carry Out Obligations. The execution and delivery of this Agreement by ACYD and the performance by ACYD will not conflict with or result in: (a) any material breach or violation of any of the provisions of or constitute a default under any license, indenture, mortgage, charter, instrument, articles of incorporation, bylaw, or other agreement or instrument to which ACYD is a party, or by which it may be bound, nor will any consents or authorizations of any party other than those hereto be required; (b) an event that would permit any party to any material agreement or instrument to terminate it or to accelerate the maturity of any indebtedness or other obligation of ACYD; or (c) an event that would result in the creation or imposition of any material lien, charge, or encumbrance on any asset of ACYD.

9.10 Title. The shares of ACYD Common Stock to be issued pursuant to this Agreement will be, at closing, free and clear of all liens, security interests, pledges, charges, claims, encumbrances and restrictions of any kind. None of such shares of ACYD Common Stock are or will be subject to voting trusts or agreements, no person holds or has the right to receive any proxy or similar instrument with respect to such shares, except as provided in this Agreement. ACYD is not a party to any agreement that offers or grants to any person the right to purchase or acquire any of the securities to be issued pursuant to this Agreement. There is no applicable local, state or federal law, rule, regulation or decree which would, as a result of the issuance of the shares of ACYD stock, impair, restrict or delay any voting rights with respect to the shares of ACYD Common Stock.

9.11 Indemnification. ACYD agrees to indemnify, defend and hold WIALAN harmless against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties, and reasonable

attorney fees, that they shall incur or suffer, which arise out of, result from or relate to any breach of, or failure by ACYD to perform any of its representations, warranties, covenants and agreements in this Agreement or in any exhibit or other instrument furnished or to be furnished by ACYD under this Agreement.

ARTICLE X

ADDITIONAL REPRESENTATIONS AND WARRANTIES OF WIALAN

10.1 Investment Intent. WIALAN understands and acknowledges that the shares of ACYD Common Stock are being offered for exchange in reliance upon the exemption provided in Section 4(2) of the Securities Act of 1933 (the "Securities Act") for non-public offerings; and make the following representations and warranties with the intent that the same may be relied upon in determining the suitability of WIALAN as purchasers of securities.

(a) The ACYD Shares are being acquired solely, for investment purposes only, and not with a view to, or for sale in connection with, any distribution thereof and with no present intention of distributing or reselling any part of the ACYD Shares.

(b) WIALAN agrees not to dispose of their ACYD Shares or any portion thereof unless and until specified securities counsel for ACYD, shall have determined that the intended disposition is permissible and does not violate the Securities Act of 1933 (the "1933 Act") or any applicable state securities laws, or the rules and regulations promulgated thereunder.

(c) WIALAN acknowledges that ACYD has made all documentation pertaining to all aspects of ACYD and the transactions herein available to them and to their qualified representative(s), if any, and has offered such person or persons an opportunity to discuss ACYD and the transactions herein with the officers of ACYD.

ARTICLE XI

MUTUAL REPRESENTATIONS AND WARRANTIES OF WIALN AND ACYD

The following points of understanding are hereby declared and agreed upon for further action post the completion of the merger of Wialan Technologies LLC into American Community Development Group, Inc.

11.1 Upon completing the obligations of the merger agreement, the two fore mentioned parties mutually agree to "spin-out" the existing assets and liabilities of American Community Development as represented by the American Community Development financial statement dated December 31, 2012.

11.2 10% of the total company shares of the "spin-out" will be retained by the publicly held company representing the post-merger entity.



11.3 The “spin-out” transaction shall occur at a mutually agreed upon time within the initial twelve months post the date of the Wialan merger into American Community Development Group, Inc.

11.4 Separate divisional financial statements must be maintained for both Wialan and the existing business model in ACYD, and a beginning financial statement must be provided by ACYD.

11.5 All formation fees or funding fees as they occur will be paid by the public company, American Community Development Group, or its successor company.

11.6 This agreement is to be considered the mutually agreed upon document for both parties. The Contractual Agreement to follow is the final instrument that will be executed at the time of the “spin-out” transaction.

11.7 Share Distribution Post Closing

- (a) There are approximately 633,333,333 shares of ACYD outstanding
- (b) ACYD will increase the authorized shares to 3,500,000,000.
- (c) ACYD will issue 1,900,000,000 shares of common stock (75+%) to WIALAN at closing

ARTICLE XII

PRE-CLOSING COVENANTS

11.1 Conduct of Business. Prior to the Closing, WIALAN and ACYD shall each conduct its business in the normal course, and shall not sell, pledge, or assign any assets, without the prior written approval of the other party, except in the regular course of business. Neither WIALAN or ACYD shall amend its Articles of Incorporation or Bylaws, declare dividends, redeem or sell stock or other securities, incur additional or newly-funded liabilities, acquire or dispose of fixed assets, change employment terms, enter into any material or long-term contract, guarantee obligations of any third party, settle or discharge any Balance Sheet receivable for less than its stated amount, pay more on any liability than its stated amount, or enter into any other transaction other than in the regular course of business.

ARTICLE XIII

POST-CLOSING COVENANTS

12.1 Upon Closing:

(a) **Increase Authorized Capital; Stock Splits; Form 10.** If deemed appropriate by the management of ACYD, ACYD shall: (i) increase its authorized capital to 2,500,000,000 shares of common stock; (ii) Effect a 1 for 25 reverse stock split; and (iii) File a Form 10 Registration Statement with the SEC. In any case regarding share issuance or amount of possible reverse split, other such amount required dependent on common stock price at the time.

(b) **No Interference or Denial of Shares.** Post-closing, the management of ACYD will not challenge the ownership rights of any existing common shareholder(s) at the time of Closing or in any manner interfere with their right to transfer the same so long as such common shareholder's interest is set forth in the books and records delivered to the Transfer Agent, i.e. Clear Trust, LLC.

ARTICLE XIV

**CONDITIONS PRECEDENT TO
ACYD'S PERFORMANCE**

13.1 Conditions. ACYD's obligations hereunder shall be subject to the satisfaction, at or before the Closing, of all the conditions set forth in this Article 13. ACYD may waive any or all of these conditions in whole or in part without prior notice; provided, however, that no such waiver of a condition shall constitute a waiver by ACYD of any other condition or any of ACYD's other rights or remedies, at law or in equity, if WIALAN shall be in default of any of its representations, warranties, or covenants under this Agreement.

13.2 Accuracy of Representations. Except as otherwise permitted by this Agreement, all representations and warranties by WIALAN in this Agreement or in any written statement that shall be delivered to ACYD by WIALAN under this Agreement shall be true and accurate on and as of the Closing Date as though made at that time.

13.3 Performance. WIALAN shall have performed, satisfied, and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by them, on or before the Closing Date.

13.4 Absence of Litigation. No action, suit, or proceeding before any court or any governmental body or authority, pertaining to the transactions contemplated by this Agreement or to its consummation, shall have been instituted or threatened against WIALAN on or before the Closing Date.

13.5 Officers' Certificate. WIALAN ACYD shall receive a certificate, dated the Closing Date and signed by the President of ACYD WIALAN certifying that each of the conditions specified in Sections 13.2 through 13.4 have been fulfilled.

ARTICLE XV

CONDITIONS PRECEDENT TO WIALAN'S PERFORMANCE

14.1 Conditions. WIALAN' obligations hereunder shall be subject to the satisfaction, at or before the Closing, of all the conditions set forth in this Article 14. WIALAN may waive any or all of these conditions in whole or in part without prior notice; provided, however, that no such waiver of a condition shall constitute a waiver by WIALAN of any other condition or any of WIALAN's rights or remedies, at law or in equity, if ACYD shall be in default of any of its representations, warranties, or covenants under this Agreement.

14.2 Accuracy of Representations. Except as otherwise permitted by this Agreement, all representations and warranties by ACYD in this Agreement or in any written statement that shall be delivered to WIALAN by ACYD under this Agreement shall be true and accurate on and as of the Closing Date as though made at that time.

14.3 Performance. ACYD shall have performed, satisfied, and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it, on or before the Closing Date.

14.4 Absence of Litigation. No action, suit or proceeding before any court or any governmental body or authority, pertaining to the transactions contemplated by this Agreement or to its consummation, shall have been instituted or threatened against ACYD on or before the Closing Date.

14.5 Agreement concerning Liabilities. ACYD shall have no liabilities at the Closing that would have a material adverse effect on the business or operations of ACYD.

14.6 Officers' Certificate. ACYD shall receive a certificate, dated the Closing Date and signed by the President of ACYD certifying that each of the conditions specified in Sections 14.2 through 14.5 have been fulfilled.

ARTICLE XVI

CLOSING

15.1 Closing. The Closing of this transaction shall be held on such date as shall be mutually agreed upon by the parties. In the event the Closing herein has not been completed by the _____ day of August, 2013, any party hereto may terminate this Agreement and in such event this Agreement shall be null and void. At the Closing:

(a) WIALAN shall receive a certificate or certificates representing the number of shares of ACYD Common Stock for which the assets of WIALAN shall have been exchanged.

(b) WIALAN shall deliver an officer's certificate, as described in Section 13.5 hereof, dated the Closing Date, that all representations, warranties, covenants and conditions set

forth in this Agreement on behalf of WIALAN are true and correct as of, or have been fully performed and complied with by, the Closing Date.

(c) ACYD shall deliver an officer's certificate, as described in Section 14.6 hereof, dated the Closing Date, that all representations, warranties, covenants and conditions set forth in this Agreement on behalf of ACYD are true and correct as of, or have been fully performed and complied with by, the Closing Date.

(d) ACYD shall deliver a signed consent and/or Minutes of the Directors of ACYD approving this Agreement and each matter to be approved by the Directors of ACYD under this Agreement (please reference the attached Resolutions of the Board of Directors of ACYD Holdings, Inc. that are incorporated herein by this reference).

(e) Contemporaneously with the Closing, the Directors of ACYD shall resign and new directors shall be appointed.

ARTICLE XVII

MISCELLANEOUS

16.1 Captions. The Article and paragraph headings throughout this Agreement are for convenience and reference only, and shall in no way be deemed to define, limit, or add to the meaning of any provision of this Agreement.

16.2 No Oral Change. This Agreement and any provision hereof, may not be waived, changed, modified, or discharged orally, but it can be changed by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

16.3 Non-Waiver. Except as otherwise expressly provided herein, no waiver of any covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressly in writing and signed by the party against whom such waiver is charged: and (i) the failure of any party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants, or conditions; (ii) the acceptance of performance of anything required by this Agreement to be performed with knowledge of the breach or failure of a covenant, condition, or provision hereof shall not be deemed a waiver of such breach or failure, and; (iii) no waiver by any party of one breach by another party shall be construed as a waiver with respect to any other or subsequent breach.

16.4 Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.



16.5 Entire Agreement. This Agreement contains the entire Agreement and understanding between the parties hereto, supersedes all prior agreements and understandings, and constitutes a complete and exclusive statement of the agreements, responsibilities, representations and warranties of the parties.

16.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.7 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or delivered by facsimile or a national courier service, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To ACYD: John Folger
112622nd Avenue North
St. Petersburg, Florida 33704

To WIALAN: Timothy P. Peabody
620 Newport Center Drive, Suite 1100
Newport Beach California 92660

16.8 Binding Effect. This Agreement shall inure to and be binding upon the heirs, executors, personal representatives, successors and assigns of each of the parties to this Agreement.

16.9 Mutual Cooperation. The parties hereto shall cooperate with each other to achieve the purpose of this Agreement, and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to effect the transactions described herein.

16.10 Announcements. ACYD and WIALAN will consult and cooperate with each other as to the timing and content of any announcements of the transactions contemplated hereby to the general public or to employees, customers or suppliers.

16.11 Expenses. Each party will pay its own legal, accounting and any other out-of-pocket expenses reasonably incurred in connection with these transactions, whether or not the transactions contemplated hereby are consummated.

16.12 Brokerage. WIALAN and ACYD each represent that no finder, broker, investment banker or other similar person has been involved in this transaction. Each party agrees to indemnify and hold the other(s) harmless from the payment of any brokerage fee,

finder's fee or commission claimed by any other person or entity who claims to have been involved in the transaction herein because of an association with such party.

16.13 Survival of Representations and Warranties. The representations and warranties of the parties set forth in this Agreement or in any instrument, certificate, opinion, or other writing, shall survive the Closing irrespective of any investigation made by or on behalf of any party for a period of one year unless otherwise specified.


16.14 Exhibits. As of the execution hereof, the parties hereto have provided each other with the Exhibits provided for hereinabove, including any items referenced therein or required to be attached thereto. Any material changes to the Exhibits shall be immediately disclosed to the other party.

16.15 Arbitration of Disputes. Any dispute or controversy arising out of or relating to this Agreement, any document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or any breach of this Agreement or any such document or instrument shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association or any successor thereto. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitration shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having competent jurisdiction. Each party in such arbitration shall pay their respective costs and expenses of such arbitration and all the reasonable attorneys' fees and expenses of their respective counsel.

16.16 Choice of Law. This Agreement and its application shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, all as of the date first written above.

WIALAN

By: 

Timothy Peabody, CEO

ACYD

By: 

John Folger, President & CEO

EXHIBIT A

**WIALAN
OFFICERS**

Timothy P. Peabody – Chief Executive Officer

Victor Tapia – Chief Financial Officer

CERTIFICATE

To: Wialan _____

Re: Acquisition Agreement and Plan of Merger dated the _____ day of August, 2013 by and between American Community Development Group Inc., a Delaware corporation and Wialan Technologies LLC, a Florida corporation (the "Agreement")

The undersigned hereby certifies that he is the President & CEO of American Community Development Group, Inc., a Delaware corporation (the "Corporation"), and as such he is authorized to execute and deliver this Certificate; and he further certifies that:

- (a) All representations, warranties, covenants and conditions set forth in this Agreement on behalf of ACYD are true and correct as of, or have been fully performed and complied with by, the Closing Date.

All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunder signed his name this

28 day of August, 2013.

American Community Development Group, Inc.

John Folger

John Folger, President & CEO

**RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
American Community Development Group,
Inc. (the "Corporation")**

The undersigned, being all of the directors of American Community Development Group, Inc., a Delaware corporation (the "Corporation"), hereby consent to the adoption of the following resolution by written consent without a meeting effective the day of hereby approved and ratified and any one director is authorized to issue or transfer such shares as required pursuant to the said Agreement.

RESOLVED that any one or more directors of the Corporation is empowered and directed, in the name of and on behalf of the Corporation, to execute and sign the Agreement, these resolutions; and the officers of the Corporation are empowered and directed in the name of and on behalf of the Corporation to execute and deliver all documents, to make all payments, and to perform any other act as may be necessary, from time to time, to carry out the purposes and intent of these resolutions. All such acts and doings of the officers of the Corporation consistent with the purpose of this resolution are hereby authorized, approved, ratified and confirmed in all respects.

Adopted and executed: 28 day of August, 2013.

DIRECTORS

John Folger

CERTIFICATE

To: ACYD

Re: Acquisition Agreement and Plan of Merger date the day of August, 2013 by and between American Community Development Group, Inc., a Delaware corporation and Wialan Technologies LLC, a Florida corporation (the "Agreement")

The undersigned hereby certifies that he is the CEO of Wialan Technologies, a Florida Limited Liability Company (the "Company"), and as such he is authorized to execute and deliver this Certificate; and he further certifies that:

- (b) All representations, warranties, covenants and conditions set forth in this Agreement on behalf of WIALAN are true and correct as of, or have been fully performed and complied with by, the Closing Date.

All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunder signed his name this

28 day of August, 2013.

Wialan Technologies



Timothy Peabody, CEO