

L00000004861

BERLINER & COHEN

ATTORNEYS AT LAW

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ANDREW L. FABER
WILLIAM J. GOINES*
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RALPH J. SWANSON
PEGGY L. SPRINGGAY
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SAMUEL L. FARB
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*A Professional Corporation

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SAMUEL J. COHEN

FRANK R. UBHAUS
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ROBERTA S. HAYASHI
JAMES P. CASHMAN
STEVEN J. CASAD
NANCY J. JOHNSON
JEROLD A. REITON
ROBERT L. CHORTEK
JONATHAN D. WOLF
KATHLEEN K. SIPLE

A PARTNERSHIP INCLUDING
PROFESSIONAL CORPORATIONS

25079 WEST RIVER ROAD

STEVENSON, CA 95374

MAILING ADDRESS P.O. BOX 818

NEWMAN, CA 95360

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JOHN F. DOMINGUE
SETH J. COHEN
PATRICK LIN
JENNIFER J. CUNNINGHAM
KRISTIN GENC
DAVID D. WADE
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BRIAN K. KEELEY

OF COUNSEL

HUGH L. ISOLA*
STEVEN L. HALLGRIMSON
ERIC WONG
NANCY L. BRANDT
CHARLES W. VOLPE

February 26, 2001

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

700003798007--8
-03/05/01--01090--001
*****25.00 *****25.00

Re: Merger Documents for Power of Nature, LLC
Our File No.: 11428-001

To Whom It May Concern:

700003798007--8
-03/21/01--01029--006
*****25.00 *****25.00

Enclosed please find the original and one copy of the Articles of Merger for Power of Nature, LLC. I am also enclosing two copies of the Agreement of Merger as well as a check in the amount of \$25.00 to cover any necessary filing fees. Please file these documents and return endorsed copies to the above address for my records. If there are any problems, please call me to discuss. Thank you for your prompt attention to this matter.

Sincerely,



DAVID D. WADE

Encl.

FILED
MAR 20 PM 4 26
TALLAHASSEE, FL 32314
L00-4861
al



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 8, 2001

DAVID WADE
BERLINER COHEN
PO BOX 818
NEWMAN, CA 95360

SUBJECT: POWER OF NATURE, LLC
Ref. Number: L00000004861

We have received your document for POWER OF NATURE, LLC and check(s) totaling \$25.00 of which \$ has been designated to file this document. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

There is an additional amount of \$25.00 due. Refer to the attached fee schedule for a breakdown of the fees. Please return a copy of this letter to ensure your money is properly credited.

The fees to file the articles of merger are as follows:

For each Limited Partnership:	\$52.50
For each Limited Liability Company:	25.00
For each Corporation:	35.00
For each General Partnership:	25.00
All Others:	No Charge

The articles of merger must contain the exact name, street address of its principal office, jurisdiction, and entity type for each party to the merger.

The plan of merger must contain the exact name and jurisdiction for each party to the merger.

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) 487-6020.

Tammi Cline
Document Specialist

Letter Number: 201A00014289

FILED
01 MAR 20 PM 4:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BERLINER COHEN

ATTORNEYS AT LAW

A PARTNERSHIP INCLUDING
PROFESSIONAL CORPORATIONS

723 WEST 19TH STREET
MERCED, CALIFORNIA 95340
TELEPHONE: (209) 385-0700
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ERIC WONG
NANCY L. BRANDT
CHARLES W. VOLPE

March 13, 2001

Tammi Cline, Document Specialist
Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Power of Nature, LLC
Our File No.: 11428-001


Dear Ms. Cline:

Per your letter dated March 8, 2001, which I have enclosed for your reference, please find the necessary documents and the additional monies needed to complete the filing of these documents.

Should you have any questions, please do not hesitate to call me.

Very truly yours,

BERLINER COHEN



DAVID D. WADE
E-Mail: ddw@berliner.com

DDW: tp
Enclosures

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 8, 2001

DAVID WADE
BERLINER COHEN
PO BOX 818
NEWMAN, CA 95360

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Ref. Number: L00000004861

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For each General Partnership: 25.00

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The articles of merger must contain the exact name, street address of its principal office, jurisdiction, and entity type for each party to the merger.

The plan of merger must contain the exact name and jurisdiction for each party to the merger.

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If you have any questions concerning the filing of your document, please call (850) 487-6020.

Tammi Cline
Document Specialist

Letter Number: 201A00014289

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

Name and Street Address	Jurisdiction	Entity Type
1. Power of Nature, LLC 999 Andersen Drive, Suite 100 San Rafael, CA 94901	CA	LLC
Florida Document/Registration Number: 199908410117 (Cal. SOS #)		FEI Number: 68-0428667
2. Power of Nature, LLC 3461 Bonita Bay Blvd., Ste. 204 Bonita Springs, FL 34134	FL	LLC
Florida Document/Registration Number: L000000004861		FEI Number: 68-0428667
3.		
Florida Document/Registration Number:		FEI Number:
4.		
Florida Document/Registration Number:		FEI Number:

(Attach additional sheet(s) if necessary)

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TALLAHASSEE, FLORIDA

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>Power of Nature, LLC</u>	<u>FL</u>	<u>LLC</u>
<u>3461 Bonita Bay Blvd., Ste. 204</u>		
<u>Bonita Springs, FL 34134</u>		

Florida Document/Registration Number: L00000004861 FEI Number: 68-0428667

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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TALLAHASSEE, FLORIDA

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

Name

Jurisdiction

Power of Nature, LLC
999 Anderson Drive, Ste. 100
San Rafael, CA 94901

California

SECOND: The exact name and jurisdiction of the surviving party are as follows: _____

Name

Jurisdiction

Power of Nature, LLC
3461 Bonita Bay Blvd., Ste. 204
Bonita Springs, FL 34134

Florida

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

The assets and liabilities of the merging entity shall be transferred to the surviving entity as of the effective date in return for the receipt of a membership interest in the surviving entity. Because the members of the surviving entity and the merging entity are identical and hold the same interest in the profits and losses of such entities, the credit to be received by each member as a result of this merger is a capital account credit equal to each member's share of the net fair market value of assets transferred by the merging entity to the surviving entity. All members have unanimously approved these terms of the merger.

(Attach additional sheet(s) if necessary)

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MAR 20 2014
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

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 other securities of the survivor, in whole or in part, into cash or other property are as follows:

As mentioned in THIRD above, each member of the merging entity shall receive a capital account credit in the surviving entity in an amount equal to the net fair market value of assets contributed to the surviving entity by the merging entity, determined by reference to each such member's percentage interest in the merging entity.

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

Not Applicable.

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

Not Applicable.

If General Partner is a Non-Individual,

Florida Document/Registration Number

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MAR 20 PM 4:26
CLERK OF COURT
JANUARY 2014

SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name(s) and address(es) of the manager(s) are as follows:

Peter Von Berg, Manager
Power of Nature, LLC
3461 Bonita Bay Boulevard, Ste. 204
Bonita Springs, FL 34134

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

California requires that an Agreement of Merger be approved by at least a majority of the voting members of the merging entity; in this case, all of the members voted to approve the Agreement of Merger. In addition, California requires the filing and execution of a Limited Liability Company Certificate of Merger, which has been done.

EIGHTH: Other provisions, if any, relating to the merger:

Not Applicable.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(Attach additional sheet(s) if necessary)

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

OR

N/A

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

Name of Entity _____

Signature(s) _____

Typed or Printed Name of Individual _____

Power of Nature, LLC
(Florida)

Peter Von Berg

THE VON BERG 1997 LIVING TRUST:

By: Peter Von Berg, Trustee

Carl Schuh

Kevin F. Kelley

Power of Nature, LLC
(California)

Kevin F. Kelley

Peter Von Berg

THE VON BERG 1997 LIVING TRUST

By: Peter Von Berg, Trustee

Carl Schuh

Kevin F. Kelley

Kevin F. Kelley

(Attach additional sheet(s) if necessary)

FILED
01 MAR 20 PM 4:25
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

AGREEMENT OF MERGER

This Agreement of Merger ("Agreement") is entered into this 26 day of February, 2001 by and between Power of Nature, LLC, a California entity ("Merging LLC") and Power of Nature, LLC, a Florida entity ("Surviving LLC"), with reference to the following facts:

A. The Merging LLC is a limited liability company organized under the laws of the State of California by filing its Articles of Organization with the Office of the California Secretary of State on March 23, 1999.

B. The Surviving LLC is a limited liability company organized under the laws of the State of Florida by filing its Articles of Organization with the Department of State of the State of Florida on April 24, 2000.

C. The parties have entered into this Agreement in order to provide for (i) the merger of the Merging LLC into the Surviving LLC, (ii) the termination of the Merging LLC, (iii) the continuation of the Surviving LLC, (iv) the transfer of all assets and liabilities of the Merging LLC to the Surviving LLC, and (v) the receipt by the members of the Merging LLC of an interest in the Surviving LLC that is determined by the net dollar value of assets transferred by the Merging LLC to the Surviving LLC and each such member's interest in the Merging LLC. Such merger shall be structured in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and covenants set forth herein, the parties agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings specified:

1.1 "Articles of Merger" shall mean those Articles of Merger to be filed with the Florida Department of State in the form of the attached Exhibit "A" incorporated by this reference.

1.2 "Certificate of Merger" shall mean that Certificate of Merger to be filed with the California Secretary of State in the form of the attached Exhibit "B" incorporated by this reference.

1.3 "Closing" shall mean the closing of the transactions contemplated by this Agreement.

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SECRETARY OF STATE

1.4 "Effective Date" shall mean the date that the Articles of Merger and the Certificate of Merger are filed with the Florida Department of State and the California Secretary of State, respectively.

1.5 "Operating Agreement" shall mean the Operating Agreement of the Surviving LLC.

ARTICLE 2 THE MERGER

2.1 Closing. The Closing shall be held on such date as the Merging LLC and the Surviving LLC shall agree, but in no event more than 5 business days following satisfaction of all conditions precedent to the Merger specified in this Agreement. The Closing shall be held at the offices of the Surviving LLC, located at 3461 Bonita Bay Boulevard, Suite 204, Bonita Springs, FL 34134, or at such other time and place as the parties may agree.

2.2 Certificate of Merger. Subject to the terms and conditions of this Agreement, at or before Closing, the Merging LLC and the Surviving LLC shall execute and deliver the Certificate of Merger. Within 5 days after the Closing, the Surviving LLC shall deliver the Certificate of Merger, together with the filing fee, to the California Secretary of State for filing.

2.3 Articles of Merger. Subject to the terms and conditions of this Agreement, at or before Closing, the Merging LLC and the Surviving LLC shall execute and deliver the Articles of Merger. Within 5 days after the Closing, the Surviving LLC shall deliver the Articles of Merger, together with the filing fee, to the Florida Department of State for filing.

2.4 Consequences of Merger. On the Effective Date:

(a) The merger shall become effective, and all assets and liabilities shall be treated as transferred from the Merging LLC to the Surviving LLC.

(b) The separate existence of the Merging LLC shall cease and the Merging LLC shall be merged with and into the Surviving LLC as the surviving entity.

(c) The Surviving LLC shall be managed by all the Members.

(d) The merger shall have all the effects provided by applicable laws in Florida and California, including, without limitation, the following:

(i) The Surviving LLC shall succeed to all the rights and property of the Merging LLC, without other transfer, act or deed, and shall be subject to all the debts and liabilities of the Merging LLC in the same manner as if the Surviving LLC had incurred them; and

(ii) All rights of creditors and all liens on the property of the Merging LLC, shall be preserved unimpaired, provided that such liens shall be limited to the property affected immediately before the Effective Date.

2.5 Further Acts After Effective Date. If at any time after the Effective Date the Surviving LLC considers or is advised that any other actions or things are necessary or desirable (a) to vest, perfect, or confirm in the Surviving LLC all rights, title, or interests in, to, or under any of the rights, properties, or assets of the Merging LLC or (b) to otherwise carry out this Agreement, the members of the Surviving LLC are authorized, in the name and on behalf of the Merging LLC, to execute and deliver all such things and to take and do all such actions as may be necessary or desirable to vest, perfect, or confirm in the Surviving LLC all rights, title, or interests in, to, and under such rights, properties, or assets or to otherwise carry out this Agreement.

ARTICLE 3 ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT

3.1 Articles of Organization. The Surviving LLC's Articles of Organization in effect immediately before the Effective Date shall continue to be the Articles of Organization of the Surviving Entity.

3.2 Operating Agreement. The members of the Merging LLC and the Surviving LLC are identical and each member holds the same percentage in the profits and losses of the Merging LLC and the Surviving LLC. Moreover, the members have the same rights to access the books and records of the Merging LLC and the Surviving LLC, and have the same rights to participate in the management. As such the Operating Agreement of the Surviving LLC shall continue to be the Operating Agreement of the Surviving LLC after the merger.

ARTICLE 4
MANNER AND BASIS OF CONVERTING MEMBERSHIP INTERESTS

4.1 Conversion of Equity Interests. As of the Effective Date, by virtue of the merger and without any further action on the part of any member or the Surviving LLC or the Merging LLC:

(a) Each membership interest in the Merging LLC outstanding immediately before the Effective Date shall be converted into membership interests in the Surviving LLC.

(b) Because the members of both the Merging LLC and the Surviving LLC are identical and each member holds the same interest in the profits and losses of such entities, the credit to be received by each member as a result of this merger is a capital account credit equal to each member's share of the net fair market value of assets transferred by the Merging LLC to the Surviving LLC. As soon as practical after the merger, the accountants hired by the Surviving LLC shall compute this capital account credit and shall notify each member of his capital account credit, if any, resulting from the merger.

(c) There being no dissenting members to vote against the merger, none of the members desire to avail himself of the right of dissenters to receive any consideration other than membership interests in the Surviving LLC.

ARTICLE 5
CONDITIONS TO MERGER

All obligations of the parties under this Agreement are subject to the satisfaction, at or before the Closing, of each of the following conditions:

5.1 Agreement. The members of the Merging LLC and the Surviving LLC shall have delivered to the Surviving LLC duly executed copies of this Agreement, the Certificate of Merger and the Articles of Merger.

5.2 Member Approvals. This Agreement and the transactions contemplated by this Agreement shall have been approved by all of the members of the Merging LLC and the Surviving LLC. Execution of this Agreement by all such members shall be conclusive evidence of such approval.

5.3 Tax Clearance Certificate. The Merging LLC shall have received and delivered to the Surviving LLC a tax clearance certificate from the California Franchise Tax Board evidencing that all taxes imposed have been paid or secured.

5.4 Other Legal Requirements. All statutory and other legal requirements for the valid consummation of the merger shall have been fulfilled, including without limitation all requirements regarding notice to creditors of the bulk transfers contemplated by this Agreement. In accordance with California Corporations Code section 17555(g)(1)-(3), the Surviving LLC hereby consents as follows:

(a) The Surviving LLC may be served in California in a proceeding for the enforcement of an obligation of any constituent entity and in a proceeding to enforce the rights of any holder of a dissenting interest or dissenting shares in a constituent California limited liability company or other California business entity.

(b) The Surviving LLC appoints the Secretary of State as its agent for service of process. Such service of process may be forwarded to the following address:

Power of Nature, LLC
3461 Bonita Bay Boulevard, Suite 204
Bonita Springs, FL 34134

(c) The Surviving LLC will promptly pay the holder of any dissenting interest or dissenting share in a constituent California limited liability company or other California business entity the amount to which that person is entitled under California law.

ARTICLE 6 TERMINATION AND ABANDONMENT OF REORGANIZATION

6.1 Termination by Mutual Consent. This Agreement may be terminated at any time before the Closing by the mutual written consent of the Merging LLC and the Surviving LLC.

6.2 Termination by Either the Merging LLC or the Surviving LLC. The Merging LLC or the Surviving LLC, as the case may be, may terminate this Agreement at any time before the Closing by delivery of written notice to the other party if such other party has violated the Agreement in any material respect or if the Closing has not occurred by June 1, 2001.

6.3 Effect of Termination. If this Agreement is terminated pursuant to this Article 6:

(a) This Agreement shall become void and of no further force or effect, with no liability or obligation on the part of the Surviving LLC or the Merging LLC, except that nothing in this provision shall relieve any party of any liability for willful breach of this Agreement;

(b) The merger may be abandoned; and

(c) The Surviving LLC and the Merging LLC shall each bear their own costs associated with this Agreement and all transactions contemplated by this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Assurances. Each party shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as may be appropriate to comply with the requirements of law to effect the merger provided for herein.

7.2 Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally, transmitted by facsimile, sent by a nationally recognized courier service on a one-day delivery basis, or sent by certified or registered mail, postage prepaid, return receipt requested. A notice must be addressed to a party at his last known address on the records of the Merging LLC or the Surviving LLC, as the case may be. A notice to the Merging LLC or the Surviving LLC must be addressed to such entity's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice sent by facsimile will be deemed given when received, provided a verification of transmission is produced. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

7.3 Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the members.

7.4 Binding Provisions. This Agreement is binding upon, and to the limited extent specifically provided herein, inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and assigns.

7.5 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person may in the context require.

7.6 Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

7.7 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

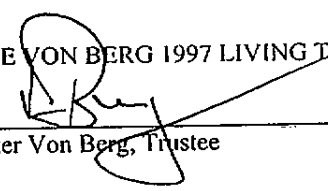
IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.


"THE SURVIVING LLC"

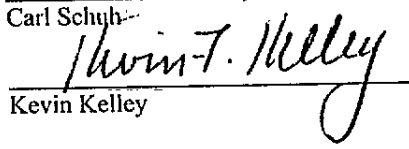
POWER OF NATURE, LLC [a Florida entity]

THE VON BERG 1997 LIVING TRUST:

By:


Peter Von Berg, Trustee


Carl Schuh

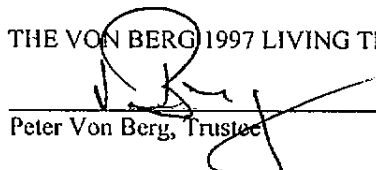

Kevin Kelley

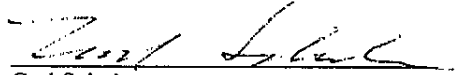
"THE MERGING LLC"

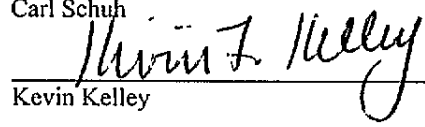
POWER OF NATURE, LLC [a California entity]

THE VON BERG 1997 LIVING TRUST:

By:


Peter Von Berg, Trustee


Carl Schuh


Kevin Kelley

FILED

21 MAR 20 PM 4: 25

SECRETARY OF STATE
SACRAMENTO, CALIF.

ARTICLES OF MERGER
Merger Sheet

MERGING:

POWER OF NATURE, LLC a non qualified California entity

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into

POWER OF NATURE, LLC, a Florida entity L00000004861

File date: March 20, 2001

Corporate Specialist: Tammi Cline