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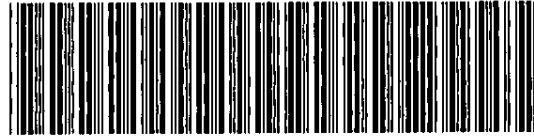
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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DIVISION OF REGISTRATIONS
TALLAHASSEE, FLORIDA

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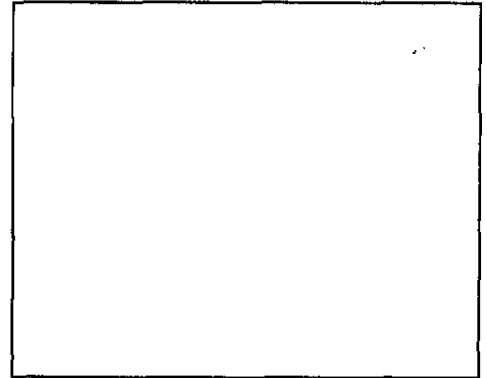
DEPARTMENT OF STATE
DIVISION OF REGISTRATIONS
TALLAHASSEE, FLORIDA

B. BOSTICK

FEB - 9 2012

EXAMINER

FLORIDA RESEARCH & FILING SERVICES, INC.
1211 CIRCLE DRIVE
TALLAHASSEE, FL 32301
PHONE (850)656-6446



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WALK-IN

ENTITY NAME:

NESHONOC, LLC

CK# 5549 FOR \$80.00

PLEASE FILE THE ATTACHED MERGER & RETURN THE FOLLOWING:

XXX CERTIFIED COPY

___ STAMPED COPY

___ CERTIFICATE OF STATUS

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TALLAHASSEE, FLORIDA

Examiner's Initials

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
NESHONOC, LLC	FLORIDA	Limited Liability Company
L06000017823		

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
NESHONOC, LLC	DELAWARE	Limited Liability Company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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TALLAHASSEE, FLORIDA

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

The date of filing of a Certificate of Merger of the LLC in Delaware _____

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

1285 High Street, Suite B, Auburn, CA 95603

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 1285 High Street, Suite B, Auburn, CA 95603

Mailing address: 1285 High Street, Suite B, Auburn, CA 95603


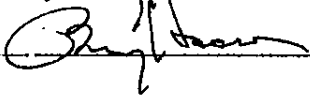
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STATE
FALL 1971
FLORIDA

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
NESHONOC, LLC, a FL LLC		Barry L. Haase, MGR
NESHONOC, LLC, a DE LLC		Barry L. Haase, MGR

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u>	
For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of February 7, 2012 (this "Agreement"), between NESHONOC, LLC, a Florida limited liability company (the "Florida LLC"), and NESHONOC, LLC, a Delaware limited liability company (the "Delaware LLC").

WITNESSETH:

WHEREAS, the Delaware LLC desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Florida LLC by means of a merger of the Florida LLC with and into the Delaware LLC;

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act, 6 Del.C. §18-101, et seq. (the "Delaware Act") and Section 608.438 of the Florida Limited Liability Company Act (the "Florida Act") authorize the merger of a Florida limited liability company with and into a Delaware limited liability company;

WHEREAS, the Florida LLC and the Delaware LLC now desire to merge (the "Merger"), following which the Delaware LLC shall be the surviving entity;

WHEREAS, the sole member of the Florida LLC and the sole manager of the Florida LLC have approved this Agreement and the consummation of the Merger; and

WHEREAS, the sole member of the Delaware LLC has approved this Agreement and the consummation of the Merger;

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I THE MERGER

SECTION 1.01. The Merger.

(a) On or before February 15, 2012 and after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Florida LLC and the Delaware LLC shall determine, the Delaware LLC, which shall be the surviving entity, shall file a certificate of merger substantially in the form of Exhibit 1 hereto (the "Certificate of Merger") with the Secretary of State of the State of Delaware, file articles of merger substantially in the form of Exhibit 2 hereto (the "Articles of Merger") with the Secretary of State of the State of Florida, and make all other filings or recordings required by the Delaware Act and the Florida Act in connection with the Merger. The Merger shall become effective at such time as is specified in the Certificate of Merger of the Delaware LLC (the "Effective Time").

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(b) At the Effective Time, the Florida LLC shall be merged with and into the Delaware LLC, whereupon the separate existence of the Florida LLC shall cease, and the Delaware LLC shall be the surviving entity of the Merger (the "Surviving LLC") in accordance with Section 18-209 of the Delaware Act and Section 608.4383 of the Florida Act.

SECTION 1.02. Exchange of Interests. At the Effective Time:

(a) Each limited liability company interest in the Florida LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof; and

(b) Each limited liability company interest in the Delaware LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a limited liability company interest in the Delaware LLC as the surviving entity.

ARTICLE II
THE SURVIVING LIMITED LIABILITY COMPANY

SECTION 2.01. Qualification of Delaware LLC; Certificate of Formation and Limited Liability Company Agreement. The Delaware LLC shall be the surviving entity in the Merger, and shall succeed to the interests of the Florida LLC as provided under the Delaware Act and Florida Act.

ARTICLE III
TRANSFER AND CONVEYANCE OF ASSETS
AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. At the Effective Time, the Delaware LLC shall continue in existence as the Surviving LLC, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Florida LLC, and all of the assets and property, real and personal, of whatever kind and character of the Florida LLC shall vest in the Delaware LLC without further act or deed; thereafter, the Delaware LLC, as the surviving entity, shall be liable for all of the liabilities and obligations of the Florida LLC, and any claim or judgment against the Florida LLC may be enforced against the Delaware LLC, as the surviving entity, in accordance with Section 18-209 of the Delaware Act.

SECTION 3.02. Further Assurances. If at any time the Delaware LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Delaware LLC the title to any property or right formerly held by the Florida LLC, or otherwise to carry out the provisions hereof, the proper representatives of the Florida LLC as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Delaware LLC, and otherwise to carry out the provisions hereof.

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ARTICLE IV
TERMINATION

SECTION 4.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(i) by mutual written consent of the Delaware LLC and the Florida LLC; or

(ii) by either the Delaware LLC, or the Florida LLC, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Delaware LLC or the Florida LLC from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE V
CONDITIONS TO THE MERGER

SECTION 5.01. Conditions to the Obligations of Each Party. The obligations of the Delaware LLC and the Florida LLC to consummate the Merger are subject to satisfaction of the following conditions as of the Effective Time:

(i) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger; and

(ii) all actions by or in respect of or filings with any governmental body, agency, official, or authority required to permit the consummation of the Merger shall have been obtained.

ARTICLE VI
MISCELLANEOUS

SECTION 6.01. Amendments; No Waivers. (a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the Delaware LLC and the Florida LLC.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 6.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Florida LLC and the Delaware LLC, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Florida LLC and the Delaware LLC with respect to the subject matter hereof.

SECTION 6.03. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 6.04. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflict of laws.

SECTION 6.05. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

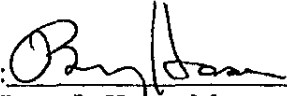
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written by those persons authorized and required by law to adopt, approve and consent to the foregoing Merger.

[Signature Page Follows]

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NESHONOC, LLC,
a Delaware limited liability company

BY: Diversified Investments-NL, LLC,
a Florida limited liability company,
Sole Member

By: 
Barry L. Haase, Manager

NESHONOC, LLC, a
Florida limited liability company

By: Diversified Investments-NL,
LLC, a Florida limited liability
company, Sole Member

By: 
Barry L. Haase, Manager

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