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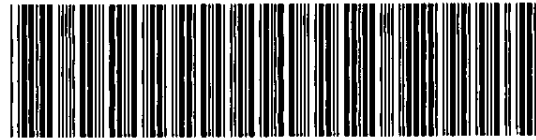
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LLC merger

1.

Enova Power LLC

(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

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(CORPORATE NAME AND DOCUMENT #)

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CORPORATIONS
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**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:

L10000000850

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Enova Power LLC	Florida	LLC

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>
Enova Energy Group, LLC	Delaware	LLC

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.

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:

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:

189 S. Orange Avenue

Suite 2100

Orlando, FL 32801

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: 189 S. Orange Avenue

Suite 2100

Orlando, FL 32801

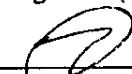

Mailing address: 189 S. Orange Avenue

Suite 2100

Orlando, FL 32801

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:
<u>Enova Energy Group, LLC</u>		<u>Zachary L. Steele</u>
<u>Enova Power LLC</u>		<u>Zachary L. Steele</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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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PLAN OF MERGER

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>
<u>Enova Power LLC</u>	<u>Florida</u>	<u>LLC</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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>
<u>Enova Energy Group, LLC</u>	<u>Delaware</u>	<u>LLC</u>

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

(Attach additional sheet if necessary)

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

(Attach additional sheet if necessary)

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

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

**AGREEMENT AND PLAN OF MERGER OF
ENOVA POWER LLC
WITH AND INTO
ENOVA ENERGY GROUP, LLC**

This Agreement and Plan of Merger (this "**Agreement**") is made on this 19th day of December, 2011, by and between Enova Power LLC ("**Enova Power**"), a Florida Limited Liability Company, and Enova Energy Group, LLC ("**Enova Energy Group**" and together with Enova Power, the "**Companies**"), a Delaware Limited Liability Company, pursuant to Section 18-209 of the Delaware Limited Liability Company Act (the "**Delaware Act**") and Sections 608.438 and 608.4381 of the Florida Limited Liability Company Act (the "**Florida Act**").

WITNESSETH

WHEREAS, Enova Power filed its Articles of Organization in the office of the Secretary of State of the State of Florida on January 5, 2010; and

WHEREAS, Enova Energy Group filed its Certificate of Formation in the office of the Secretary of State of the State of Delaware on May 13, 2011; and

WHEREAS, immediately prior to the Merger (as defined below), Enova Power had as its sole members the Persons (the "**EP Members**") listed on Exhibit A hereto, each owning the respective membership interests set forth opposite their names on such Exhibit; and

WHEREAS, immediately prior to the Merger, Enova Energy Group had as its sole members the Persons listed on Exhibit A hereto, each owning the respective Units set forth opposite their names on such Exhibit; and

WHEREAS, the respective managers and all of the members of the Companies deem it advisable and in the best interests of the Companies and their members that the Companies merge into a single company as hereinafter specified (the "**Merger**"); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Amended and Restated Operating Agreement of Enova Energy Group, dated as of May 13, 2011 (the "**EEG Operating Agreement**").

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the parties hereto do hereby prescribe the terms and conditions of said Merger and of carrying the same into effect as follows:

1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the applicable provisions of this Agreement and the Delaware Act and Florida Act, at the Effective Time (as defined below) Enova Power shall be merged with and into Enova Energy Group, whereupon the separate existence of Enova Power shall cease and Enova Energy Group shall continue as the surviving entity (the "**Surviving Entity**").

2. Effective Time of the Merger. As promptly as practicable on or after the date hereof, Enova Energy Group shall execute, in the manner required by the Delaware Act, and deliver to the Secretary of State of the State of Delaware a duly executed certificate of Merger (the **Certificate of Merger**”), and Enova Power shall execute, in the manner required by the Florida Act, and deliver to the Secretary of State of the State of Florida a duly executed certificate of merger, and the Companies shall take such other and further actions as may be required by law to make the Merger effective. This Merger shall become effective upon filing of the Certificate of Merger with the Secretary of State of the State of Delaware (such time, the **“Effective Time”**).
3. Effect of the Merger. At the Effective Time, the Merger shall have the effects set forth in Section 18-209(g) of the Delaware Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges and powers of Enova Energy Group and Enova Power shall vest in the Surviving Entity, and all debts due of Enova Energy Group and Enova Power shall vest in the Surviving Entity. Zachary L. Steele shall continue as the Manager of the Surviving Entity. The principal place of business of the Surviving Entity shall be as follows:

5256 Peachtree Road
Suite 130
Atlanta, Georgia 30341

4. Certificate of Formation and Operating Agreement. The Certificate of Formation of Enova Energy Group, as in effect immediately prior to the Effective Time, shall continue to be the certificate of formation of the Surviving Entity until thereafter amended in accordance with its terms and applicable law. The EEG Operating Agreement as in effect immediately prior to the Effective Time shall continue to be the operating agreement of the Surviving Entity until thereafter amended in accordance with its terms and applicable law.
5. Conversion of Membership Interests; Resulting Capitalization. At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, all of the limited liability company interests in Enova Power issued and outstanding immediately prior to the Effective Time shall be converted into Units, and upon such conversion each of the EP Members shall receive the number of Units in the Surviving Entity set forth opposite such member’s name on Exhibit B hereto; provided, however, that the Surviving Entity shall ultimately issue the Units pursuant to the authorization or instructions previously given by such members as set forth on Exhibit A.
6. Copies. A copy of this Agreement shall be kept on file at the principal place of business of the Surviving Entity. A copy of this Agreement shall be furnished by the Surviving Entity on request, without cost, to any member of the Surviving Entity or any person holding an interest in any other business entity which is to merge or consolidate.
7. Tax. For U.S. federal income tax purposes the Companies intend the Merger and the transactions contemplated hereby to be treated as undertaking the “assets-over form” described in Treasury Regulation 1.708-1(c)(3)(i), promulgated under Section 708 of the

Internal Revenue Code, and further the Companies agree to treat and report the Merger and the transactions contemplated hereby consistently therewith.

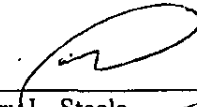
8. Termination. This Agreement may be terminated at any time prior to the Effective Time in writing by all of the parties hereto.
9. Amendment. Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by all the parties hereto.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws.
11. Further Assurances. If at any time Enova Energy Group 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 Surviving Entity the title to any property or right of Enova Power, or otherwise to carry out the provisions hereof, the proper representatives of Enova Power 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 Surviving Entity, and otherwise to carry out the provisions hereof.
12. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument

Signature Pages Follow

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to authority duly given by their respective Managers and Members, have caused this Agreement to be executed by an authorized officer of each party hereto.

COMPANIES:

ENOVA POWER LLC

By: 
Zachary L. Steele
Managing Member

ENOVA ENERGY GROUP, LLC


By: 
Zachary L. Steele
Manager

EXHIBIT A
PRE-MERGER CAPITALIZATION

ENOVA POWER

Member Name	Class	Units
Zachary L. Steele (1)	Class A	88.67
Rickey Major (2)	Class B	5.00
Greg LeBlanc (3)	Class B	2.33
Langdale Capital Assets, Inc.	Class B	3.00
J&D Valdosta, LLC	Class B	0.33
Martin H. Jones Family Partnership, LP	Class B	0.67

ENOVA ENERGY GROUP

Member Name	Units
Zachary L. Steele (1)	6000
Langdale Capital Assets, Inc.	1000
Wing Lake Partners, LLC	5000
Kurrie Capital Partners, LLC	8000

(1) Zachary L. Steele has instructed Enova Power and the Surviving Entity to Transfer his above described interest in Enova Power and Units of Enova Energy Group, respectively, to Steele Capital, LLC, a Delaware Limited Liability Company, immediately prior to the Effective Time, which in turn will immediately Transfer said interests in the Companies to Enova Capital, L.L.C. ("**Enova Capital**"), a Louisiana Limited Liability Company.

(2) Rickey Major has instructed Enova Power to Transfer his above described interest in Enova Power to Major Asset, L.L.C., a Louisiana Limited Liability Company, immediately prior to the Effective Time, which in turn will immediately Transfer said interest in Enova Power to Enova Capital.

(3) Greg LeBlanc has instructed Enova Power to Transfer his above described interest in Enova Power to LeBlanc Capital, L.L.C., a Louisiana Limited Liability Company, immediately prior to the Effective Time, which in turn will immediately Transfer said interest in Enova Power to Enova Capital.

EXHIBIT B
POST-MERGER CAPITALIZATION

ENOVA ENERGY GROUP

Member Name	Units
Enova Capital, L.L.C.	78000
Langdale Capital Assets, Inc.	7000
J&D Valdosta, LLC	667
Martin H. Jones Family Partnership, LP	1333
Wing Lake Partners, LLC	5000
Kurrie Capital Partners, LLC	8000