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EXAMINER

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**MERGER OR SHARE EXCHANGE
L&DS INVESTMENTS, LLC**

Certificate of Status	0
Certified Copy	1
Page Count	01
Estimated Charge	\$58.79

\$80.00

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**CERTIFICATE OF MERGER
OF
STROM FAMILY SAN FERNANDO ROAD INVESTMENTS, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY,
INTO
L&DS INVESTMENTS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

CERTIFICATE OF MERGER between **Strom Family San Fernando Road Investments, LLC**, a California limited liability company, (hereinafter, "SFSFRI") and **L&DS Investments, LLC**, a Florida limited liability company, (hereinafter, "L&DS").

Pursuant to §608.4382 of the Florida Limited Liability Company Act (the "Act") and §17552 of the California Corporations Code (the "Code"), L&DS and SFSFRI, adopt the following Certificate of Merger.

ARTICLE I

The Agreement and Plan of Merger dated February 25, 2011, (the "Plan of Merger") between SFSFRI and L&DS, was approved and adopted by the Manager and Member of SFSFRI, on February 25, 2011, and was approved and adopted by the Members of L&DS, on February 25, 2011.

ARTICLE II

Pursuant to the Plan of Merger, all membership interests of SFSFRI shall be cancelled and extinguished by virtue of the merger without any action on the part of any holder thereof, and all membership interests of L&DS shall continue unchanged after the merger without effect (the "Merger").

ARTICLE III

The Plan of Merger is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth.

ARTICLE IV

The effective date of the Merger shall be the date of filing of this Certificate of Merger with the Florida Department of State; provided, however, that for state and federal income tax purposes, the effective date of the Merger shall be December 31, 2010.

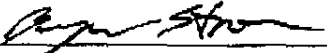
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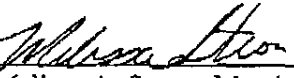
IN WITNESS WHEREOF, the parties have set their hands this 25th day of February, 2011.

L&DS INVESTMENTS, LLC
a Florida limited liability company

STROM FAMILY SAN FERNANDO ROAD
INVESTMENTS, LLC,
a California limited liability company

By: 
Bryan C. Strom, Member

By: 
Bryan C. Strom, Manager and Member

By: 
Melissa A. Strom, Member

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EXHIBIT "A"

**AGREEMENT AND PLAN OF MERGER
OF
STROM FAMILY SAN FERNANDO ROAD INVESTMENTS, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY,
INTO
L&DS INVESTMENTS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

THIS AGREEMENT AND PLAN OF MERGER is made this 25th day of February, 2011, by and between **L&DS Investments, LLC**, a Florida limited liability company, (the "Surviving Company") and **Strom Family San Fernando Road Investments, LLC**, a California limited liability company, (the "Disappearing Company") (collectively the "Constituent Companies").

WITNESSETH:

WHEREAS, the Member and Manager of the Disappearing Company have determined that it is advisable that the Disappearing Company be merged into the Surviving Company (the "Merger") upon the terms, and subject to the conditions set forth in this Plan of Merger (the "Plan");

WHEREAS, the Members of the Surviving Company have determined that it is advisable that the Disappearing Company be merged into the Surviving Company, on the terms and conditions herein set forth; and

WHEREAS, this Merger is being effected pursuant to this Plan and in accordance with Section 608.438, *et seq.* of the Florida Limited Liability Company Act (the "Act") and Section 17552 of the California Corporations Code (the "Code").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties hereto agree as follows:

1. **Articles of Organization.** The Articles of Organization of the Surviving Company, in effect immediately prior to the Effective Date of the Merger (the "Effective Date") shall, without any changes, be the Articles of Organization of the Surviving Company from and after the Effective Date until further amended as permitted by law.

2. **Operating Agreement.** The Operating Agreement of the Surviving Company in effect immediately prior to the Effective Date shall, without any changes, be the Operating Agreement of the Surviving Company from and after the Effective Date until further amended as permitted by law.

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3. **Conversion of Membership Interests.** At the Effective Date, by virtue of the Merger and without any action on the part of the Constituent Companies or the holder of any membership interests of the Constituent Companies, the following will occur:

(a) Any and all membership interests or rights to acquire any membership interests of the Disappearing Company outstanding immediately prior to the Effective Date shall be canceled and extinguished by virtue of the Merger and without any action on the part of the holder thereof. The transfer books of the Disappearing Company shall be closed and no transfer of the Disappearing Company's interests or exercise of options to acquire the same shall be made at or after the Effective Date.

(b) All interests of the Surviving Company outstanding immediately prior to the Effective Date shall remain outstanding after the Merger as membership interests of the Surviving Company, without effect by the Merger.

4. **Effect of Merger.** On the Effective Date, the separate existence of the Disappearing Company shall cease, and the Surviving Company shall be fully vested in the Disappearing Company's rights, privileges, immunities, powers and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in the Act and the Code.

5. **Supplemental Action.** If at any time after the Effective Date the Surviving Company shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of the Surviving Company or the Disappearing Company, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of the Surviving Company, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in the Surviving Company, or to otherwise carry out the provisions of this Plan.

6. **Filing with the Florida and California Departments of State and Effective Date.** Upon execution of this Plan, the Disappearing Company and the Surviving Company shall cause their respective Managers and/or Members to execute a Certificate of Merger in the form attached hereto, and upon such execution this Plan shall be deemed incorporated by reference into the Certificate of Merger as if fully set forth therein and shall become an exhibit to such Certificate of Merger. Thereupon, such Certificate of Merger shall be delivered for filing by the Surviving Company to the Florida Department of State. In accordance with §608.4382 of the Act, the Certificate of Merger shall specify the "Effective Date," which shall be the date of filing of the Certificate of Merger with the Florida Department of State; provided, however that for state and federal income tax purposes, the Effective Date shall be December 31, 2010.

Upon execution of this Plan, the Disappearing Company and the Surviving Company shall cause their respective Managers and/or Members to execute State of California Form OBE Merger-1, Certificate of Merger, and upon such execution this Plan shall be deemed incorporated by reference into the Certificate of Merger as if fully set forth therein and shall become an exhibit to such Certificate of Merger. Thereupon, such Certificate of Merger shall be delivered for filing by the

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Surviving Company to the California Secretary of State. The "Effective Date" shall be the date of filing of the Certificate of Merger with the California Department of State; provided, however that for state and federal income tax purposes, the Effective Date shall be December 31, 2010.

7. **Amendment and Waiver.** Any of the terms or conditions of this Plan may be waived at any time by the one of the Constituent Companies which is, or the Members of which are, entitled to the benefit thereof by action taken by the Managers or Managing Members of such party, or may be amended or modified in whole or in part at any time prior to the vote of the Members of the Constituent Companies by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with applicable provisions of the Act and the Code.

8. **Termination.** At any time before the Effective Date this Plan may be terminated and the Merger abandoned by mutual consent of the Managers or Managing Members of the Constituent Companies, notwithstanding favorable action by the shareholders of the respective Constituent Companies.

IN WITNESS WHEREOF, the parties have set their hands this 25th day of February, 2011.

L&DS INVESTMENTS, LLC,
a Florida limited liability company

By: 
Bryan C. Strom, Member

By: 
Melissa A. Strom, Member

STROM FAMILY SAN FERNANDO ROAD
INVESTMENTS, LLC,
a California limited liability company

By: 
Bryan D. Strom, Manager and Member