

M05000004181

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

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T. HAMPTON

**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>
M05000004181 EMERGO, L.L.C.	Nevada	Limited Liability Company
VAN GOGH GLOBAL, LLC Florida L060000017312		Limited Liability Company

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>
EMERGO, L.L.C.	Nevada	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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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:

6100 NEIL ROAD SUITE 500

RENO, NV 89511

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:

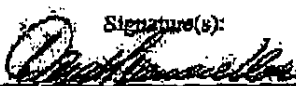
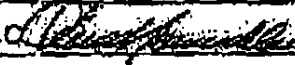
Street address: _____

Mailing address: _____

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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:
EMERGO, L.L.C.		David H. van de Velde
VAN GOGH GLOBAL, L.L.C.		David H. van de Velde

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 Entry:	\$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>
EMERGO, L.L.C.	Nevada	Limited Liability Company
VAN GOGH GLOBAL, LLC	Florida	Limited Liability Company

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>
EMERGO, L.L.C.	Nevada	Limited Liability Company

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

See Attached Agreement of Merger

(Attach additional sheet if necessary)

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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 is as follows:

Each 1% interest in Van Gogh Global, LLC shall be converted into
0.25% interest in Emergo, L.L.C., and each 1% interest in Emergo,
L.L.C. prior to the merger shall be converted into 0.75% interest
in the Surviving Entity.

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

n/a

(Attach additional sheet if necessary)

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

See Attached Agreement of Merger

(Attach additional sheet if necessary)

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

See Attached Agreement of Merger

(Attach additional sheet if necessary)

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AGREEMENT OF MERGER

This AGREEMENT OF MERGER (this "Merger Agreement"), is dated as of August 20, 2008, by and between EMERGO, L.L.C., a Nevada limited liability company ("Emergo") and VAN GOGH GLOBAL, LLC, a Florida limited liability company ("Global").

RECITALS

WHEREAS, the Managers and Members of Emergo have, by their signatures to this Merger Agreement, approved this Merger Agreement and the transactions contemplated hereby;

WHEREAS, the Managers and Members of Global have, by their signatures to this Merger Agreement, approved this Merger Agreement and the transactions contemplated hereby;

WHEREAS, the transaction contemplated by this Merger Agreement are intended to qualify as a tax-free transactions under Section 708 of the Internal Revenue Code of 1986, as amended, and regulations issued thereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for the purpose of merging Global into Emergo (the "Merger") and setting forth certain terms and conditions of the Merger and the mode of carrying the same into effect, Emergo and Global hereby agree as follows:

AGREEMENT

1. Merger. Upon the terms and subject to the conditions hereof and in accordance with Section 92A.100 of Nevada Revised Statutes, and Section 608.438 of Florida Statutes, Global shall be merged with and into Emergo and Emergo shall be, and is herein referred to as, the "Surviving Entity." The Merger shall become effective at the time and on the date of the filing of a Certificate of Merger under the applicable requirements of Nevada law, or such later time and date as may be set forth in the Certificate of Merger (the "Effective Time").
2. Effect of Merger. At the Effective Time, the separate existence of Global shall cease and Global shall be merged with and into Emergo. The consummation of the Merger will have the effects provided in Nevada law with respect to a merger of a domestic limited liability company into a domestic limited liability company.
3. Articles of Organization and Operating Agreement. The Articles of Organization and Operating Agreement of Emergo shall be the Articles of Organization and Operating Agreement of the Surviving Entity.

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4. Managers. David H. van de Velde and Cees Dirkzwager at the Effective Time shall be the Managers of the Surviving Entity until their successors are duly elected or appointed and qualified in the manner provided for in the Operating Agreement of the Surviving Company or as otherwise provided by law.

5. Officers. David H. van de Velde and Suzanne van de Velde at the Effective Time shall be the President and Secretary, respectively, of the Surviving Entity until their successors are duly elected or appointed and qualified in the manner provided for in the Operating Agreement of the Surviving Company or as otherwise provided by law.

6. Further Assurances. From time to time, as and when required by the Surviving Entity or by its successors and assigns, there shall be executed and delivered on behalf of Global such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Global and otherwise to carry out the purposes of this Merger Agreement, and the officers of the Surviving Entity are fully authorized in the name and on behalf of Global or otherwise to take any and all such action to execute and deliver any and all such deeds and other instruments.

7. Conversion of Units. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

(a) Each One Percent (1%) membership interest of Global (a "Global Unit") issued and outstanding immediately prior to the Effective Time shall be converted into a one-quarter percent (0.25%) membership interest of Emergo, the Surviving Entity.

(b) All Global Units to be converted pursuant to Section 7(a) shall from and after the Effective Time no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist and each holder of a Global Unit which immediately prior to the Effective Time represented a membership interest in Global shall cease to have any rights as a member of Global, except the right to receive a membership certificate showing the one-quarter percent (0.25%) membership interest in Emergo, the Surviving Entity, in accordance with Section 7(a) for each Global Unit formerly held by them.

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(c) Each One Percent (1%) membership interest of Emergo (an "Emergo Unit") issued and outstanding immediately prior to the Effective Time shall be converted into three-quarters percent (0.75%) membership interest of Emergo, the Surviving Entity.

(d) All Emergo Units to be converted pursuant to Section 7(c) shall from and after the Effective Time no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist and each holder of an Emergo Unit which immediately prior to the Effective Time represented a membership interest in Emergo shall have their percentage interest as a member of Emergo reduced, and the members shall surrender their existing membership certificates in exchange for new membership certificates showing the three-quarters percent (0.75%) membership interest in Emergo, the Surviving Entity, in accordance with Section 7(c) for each Emergo Unit formerly held by them.

8. Amendment and Modification. This Merger Agreement may be amended or modified at any time by the parties hereto, but only pursuant to an instrument in writing signed by the parties and only in accordance with applicable provisions of Nevada law.

9. Entire Agreement; Assignment. This Merger Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

10. Validity. The invalidity or unenforceability of any term or provision of this Merger Agreement in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions in any other situation or in any other jurisdiction.

11. Governing Law. This Merger Agreement shall be governed by, enforced under, and construed in accordance with the laws of the State of Nevada, without giving effect to any choice or conflict of law provision or rule thereof.

12. Descriptive Headings. The descriptive headings therein are inserted for convenience of reference only and shall in no way be construed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of, or scope or intent of, this Merger Agreement or in any way affect this Merger Agreement.

13. Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Emergo and Global, together with their managers and members, have caused this Merger Agreement to be signed by their respective duly authorized persons as of the date first above written.


EMERGO, L.L.C.

BY: 
DAVID H. VAN DE VELDE, PRESIDENT

BY: 
SUZANNE VAN DE VELDE, SECRETARY

VAN GOGH GLOBAL, LLC

BY: 
DAVID H. VAN DE VELDE, PRESIDENT

BY: 
SUZANNE VAN DE VELDE, SECRETARY

[signatures continue]

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23. AUG. 2008 11:58
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NO. 85: P. 1/2

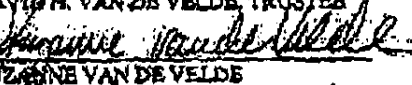
Approval by Managers of Emergo, L.L.C.:


DAVID H. VAN DE VELDE

CEES DIRKZWAGER, MANAGER

Approval by Members of Emergo, L.L.C.:


DAVID H. VAN DE VELDE, TRUSTEE


SUZANNE VAN DE VELDE

C. DIRKZWAGER HOLDING USA, INCORPORATED

BY 
CEES DIRKZWAGER, PRESIDENT

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20 AUG 2008 11:50

NO. 851 P. 2/2

Approval by Managers of Van Gogh Global, LLC:


DAVID H. VAN DE VELDE


CEES DIRKZWAGER, MANAGER

Approval by Members of Van Gogh Global, LLC:


DAVID H. VAN DE VELDE, TRUSTEE


SUZANNE VAN DE VELDE

C. DIRKZWAGER HOLDING USA, INCORPORATED


BY
CEES DIRKZWAGER, PRESIDENT

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