

Florida Department of State
Division of Corporations
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Division of Corporations

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From:

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Account Number : 076666003611

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE

NORTHCAM CORP.

Certificate of Status	1
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Page Count	14
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Fax Audit # (((H07000261064 3)))

**ARTICLES OF MERGER
FOR
FLORIDA PROFIT CORPORATION**

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to 607.1105, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for the surviving corporation is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Northcam Corp. 1767 Lakewood Ranch Blvd., #292 Bradenton, Florida 34211	Florida	corporation

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the merging corporation is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Northcam Corp. 98 S. Green Street Sonora, California 95370	California	corporation

THIRD: The Plan of Merger attached hereto as Exhibit A was approved by each domestic corporation that is a party to the merger in accordance with Chapter 607, Florida Statutes.

FOURTH: The Plan of Merger attached hereto as Exhibit A was approved by the other business entity that is a party to the merger in accordance with the applicable laws of California.

FIFTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

SIXTH: The Plan of Merger was adopted by the shareholders of the surviving corporation on October 19, 2007.

SEVENTH: The Plan of Merger was adopted by the shareholders of the merging corporation on October 19, 2007.



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EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any shareholder or the regulations or articles of incorporation of any corporation that is a party to the merger.

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

TENTH: signature(s) for each party.

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
Northcam Corp.	By: 	Jerry M. Cambra, President
Northcam Corp.	By: 	Jerry M. Cambra, President

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EXHIBIT A

**PLAN OF MERGER
OF
NORTHCAM CORP., A CALIFORNIA CORPORATION
INTO
NORTHCAM CORP., A FLORIDA CORPORATION**

The following Plan of Merger was adopted and approved by each party to the merger in accordance with the section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

1. Northcam Corp., a California corporation (the "Merging Entity"), shall be merged (the "Merger") into Northcam Corp., a Florida corporation (the "Surviving Entity"), pursuant to the terms of this Plan of Merger.

2. The name of the surviving entity shall be Northcam Corp.

3. Terms and Conditions. On the effective date of the Merger, the separate existence of the merging corporation shall cease, and the Surviving Entity shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal, and mixed of the Merging Entity, without the necessity for any separate transfer. The Surviving Entity shall thereafter be responsible and liable for all liabilities and obligations of the Merging Entity, and neither the rights of creditors nor any liens on the property of the Merging Entity shall be impaired by the merger.

4. **CONVERSION OF SHARES.** The manner and basis of converting the shares of the absorbed corporation into shares of the Surviving Entity is as follows:

a. On the effective date, by virtue of the Merger and without any action on the part of the Merging Entity or the shareholders, each share of capital stock of the Merging Entity issued and outstanding immediately prior to the effective date of the Merger shall be converted into and shall represent the right to receive, upon surrender of the certificate or certificates representing such shares the same number of shares of common stock in the Surviving Entity. The Surviving Entity shares shall be distributable on the effective date.

5. The Articles of Incorporation of the Surviving Entity are attached hereto as Exhibit "A-1".

6. The Plan of Merger was approved and adopted by the directors and shareholders of the Merging Entity on October 19, 2007 in accordance with the applicable provisions of Chapter 607 of the Florida Statutes, and was approved and adopted by the directors and shareholders of the Surviving Entity on October 19, 2007, in accordance with the applicable provisions of the Florida Corporation Act.

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Executed on behalf of the parties by their respective officers pursuant to the authorization of their respective Shareholders and Directors.

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
Northcam Corp.	By: <u>JC</u>	Jerry M. Cambra, President
Northcam Corp.	By: <u>JC</u>	Jerry M. Cambra, President

EXHIBIT A-1 Fax Audit # (((H07000261064 3)))



I certify from the records of this office that NORTHCAM CORP. is a corporation organized under the laws of the State of Florida, filed on October 18, 2007.

The document number of this corporation is P07000115419.

I further certify that said corporation has paid all fees due this office through December 31, 2007, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 807A00061949-102207-P07000115419-1/1, noted below.

Authentication Code: 807A00061949-102207-P07000115419-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-second day of October, 2007



Kurt S. Browning
Secretary of State

Fax Audit # (((H07000261064 3)))

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of NORTHCAM CORP., a Florida corporation, filed on October 18, 2007, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H07000259035. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is P07000115419.

Authentication Code: 807A00061949-102207-P07000115419-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-second day of October, 2007



Kurt S. Browning

Kurt S. Browning
Secretary of State

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October 22, 2007

FLORIDA DEPARTMENT OF STATE
Division of Corporations

NORTHCAM CORP.
1767 LAKEWOOD RANCH BLVD., #292
BRADENTON, FL 34211

The Articles of Incorporation for NORTHCAM CORP. were filed on October 18, 2007, and assigned document number P07000115419. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H07000259035.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-4933 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Maryanne Dickey
Document Specialist Supervisor
New Filings Section
Division of Corporations

Letter Number: B07A00061949

P.O BOX 6327 - Tallahassee, Florida 32314

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**ARTICLES OF INCORPORATION
OF
NORTHCAM CORP.**

The undersigned Incorporator subscribing to these Articles of Incorporation, being competent to contract, hereby forms a Corporation under the Laws of the State of Florida.

ARTICLE I
NAME AND PRINCIPAL OFFICE

The name of this Corporation shall be: **NORTHCAM CORP.** (the "Corporation") and its initial mailing address shall be: 1767 Lakewood Ranch Blvd., #292, Bradenton, Florida 34211. The initial address of the Corporation's principal office shall be: 1767 Lakewood Ranch Blvd., #292, Bradenton, Florida 34211.

ARTICLE II
PURPOSE

The purpose of this Corporation is to engage in any and all business not prohibited by the Laws of the State of Florida.

This Corporation shall have all powers given corporations under the Laws of the State of Florida.

ARTICLE III
SHARES

The maximum number of shares of stock that this Corporation is authorized to have outstanding at any one time shall be One Thousand (1,000) shares of common stock.

ARTICLE IV
CORPORATE DURATION

This Corporation is to exist perpetually.

ARTICLE V
MORTGAGE LOAN REQUIREMENTS

Notwithstanding anything in these Articles of Incorporation to the contrary, the following provisions shall be effective until that certain loan (the "Loan") from Countrywide Commercial Real Estate Finance, Inc., a California corporation (together with its successors and assigns, the "Lender") to the Corporation made pursuant to that certain Loan Agreement between the Corporation and Lender (the "Loan Agreement") is paid in full in accordance with the Loan Documents. Capitalized terms used but not defined in this Article V having the meanings ascribed to them in the Loan Agreement:

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1. Single Purpose Entity. (i) The Corporation shall be a Single Purpose Entity as defined in this Article V and (ii) the Corporation shall act in a manner to cause the Corporation to be, and the Corporation shall not take any action that could cause the Corporation not to be, a Single Purpose Entity.

2. "Single-Purpose Entity" means a corporation which, at all times since its formation and thereafter:

(a) is organized solely for the purpose of owning certain real property as more particularly described in Exhibit A (the "Property");

(b) will not engage in any business unrelated to the ownership, management, leasing, financing and operation of the Property;

(c) will not own any asset or property other than the Property and incidental personal property necessary for the ownership, management, leasing, financing and operation of the Property;

(d) to the fullest extent permitted by law, will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation or merger, in whole or in part, and, except as otherwise expressly permitted by these Articles of Incorporation; will not engage in, seek or consent to any asset sale, transfer of shareholder interests, or amendment of its articles of incorporation, bylaws, or other organizational documents;

(e) will not fail to correct any known misunderstanding regarding the separate identity of such entity;

(f) without the unanimous consent of all of the Directors will not with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest (i) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally; (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such entity or all or any portion of such entity's properties; (iii) make any assignment for the benefit of such entity's creditors; or (iv) take any action that might cause such entity to become insolvent;

(g) will maintain its books, records, financial statements, accounting records, bank accounts and other entity documents in its own name and separate from any other Person;

(h) will maintain its books, records, resolutions and agreements as official records;

(i) will not commingle its funds or other assets with those of any other Person;

(j) will hold its assets in its own name, and will maintain its assets

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in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(k) will conduct its business in its name;

(l) will file its own tax returns (to the extent required to file any tax returns) and will not file a consolidated federal income tax return with any other Person;

(m) is and will remain solvent, and will pay its own debts and liabilities out of its own funds and assets (to the extent of such funds and assets) as the same shall become due, and will give prompt written notice to Lender of the insolvency or bankruptcy filing of Borrower or any controlling shareholder of Borrower, or the death, insolvency or bankruptcy filing of any Guarantor;

(n) will do or cause to be done, all things necessary to observe all corporate formalities and preserve its existence and good standing, and, without the prior written consent of Lender, will not, amend, modify or otherwise change any of the single purpose, separateness or bankruptcy remote provisions or requirements of the articles of incorporation and bylaws or other organizational documents (except as required by law);

(o) will maintain an arms-length relationship with its Affiliates;

(p) will have no indebtedness other than the Indebtedness and unsecured trade payables in the ordinary course of business relating to the ownership and operation of the Property which (i) do not exceed, at any time, a maximum amount of two percent (2%) of the Loan Amount and (ii) are paid within thirty (30) days of the date incurred;

(q) will not assume, guarantee, become obligated for or hold out its credit as being available to satisfy the debts or obligations of any other Person, or the decisions or actions respecting the daily business or affairs of any other Person;

(r) will not acquire obligations or securities of its shareholders or any other Person;

(s) will allocate fairly and reasonably shared expenses, including, without limitation, shared office space, and will maintain and utilize separate stationery, invoices and checks bearing its own name;

(t) except as permitted under the Loan Documents, will not pledge its assets for the benefit of any other Person;

(u) will hold itself out to the public as a legal entity separate and distinct from any other Person and under its own name;

(v) will not make loans or advances to any Person;

(w) will not identify itself or any of its affiliates as a division or part of the other, except for services rendered under a business management services agreement with an affiliate that complies with the terms set forth in clause (x) below, so long as the manager, or

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equivalent thereof, under such business management services agreement holds itself out as an agent of such Single Purpose Entity;

(x) except as permitted under the Loan Documents, will not enter into any contract or agreement with its shareholders or its affiliates except in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arms-length transaction with an unrelated third party and which are fully disclosed to Lender in writing in advance;

(y) will pay the salaries of its own employees from its own funds (to the extent of such funds) and will maintain a sufficient number of employees in light of its contemplated business operations;

(z) will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(aa) will not permit any Affiliate independent access to its bank accounts except for Manager in its capacity as the agent pursuant to and in accordance with the terms of the Management Agreement; and

(bb) will cause its agents and other representatives to act at all times with respect to such entity consistently and in furtherance of the foregoing and in the best interests of such entity.

3. Voting. When acting on matters subject to the vote of the Directors, notwithstanding that the Corporation is not then insolvent, all of the Directors shall take into account the interest of the Corporation's creditors, as well as those of the Shareholders.

4. Priority of Distributions. At all times, the Corporation's assets shall be utilized to satisfy fully any and all of the Corporation's obligations and liabilities to Lender in accordance with the Loan Documents prior to paying or distributing any of such proceeds to satisfy other obligations or liabilities of the Corporation.

5. Transfers. The Corporation shall not engage in or consent to any Transfer other than a Permitted Transfer.

6. Amendments. For so long as the Loan shall remain outstanding, these Articles of Incorporation may not be modified, altered, supplemented, amended or otherwise changed unless the Rating Agency Condition is satisfied. As used herein, the term "Rating Agency Condition" shall mean (i) with respect to any action taken at any time before a Secondary Market Transaction, that Lender has consented in writing to such action, and (ii) with respect to any action taken at any time after a Secondary Market Transaction, that (A) Lender has consented in writing to such action, and (B) each Rating Agency (as defined in the Loan Agreement) shall have been given thirty days prior notice thereof and that each of the Rating Agencies shall have notified the Corporation in writing that such action will not result in a reduction or withdrawal of the then current rating by such Rating Agency of any of securities issued in connection with any Secondary Market Transaction.

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7. Conflicts. To the extent that this Article V conflicts with any other provision of these Articles of Incorporation, this Article V shall control. To the extent that this Article V or these Articles of Incorporation conflicts with any Loan Documents, such Loan Documents shall control.

ARTICLE VI
REGISTERED AGENT

The name of the initial Registered Agent is Blalock, Walters, Held & Johnson, P.A., and the street address of the initial registered office of this Corporation is 802 11th Street West, Bradenton, Florida 34205-7734.

The Board of Directors may from time to time move the registered office to any other address in Florida.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of this Corporation is Robert S. Stroud, Esq., 802 11th Street West, Bradenton, Florida 34205-7734.

ARTICLE VIII
CORPORATE INCEPTION

Pursuant to the provisions of Chapter 607, Florida Statutes, this Corporation shall begin in existence upon filing of these Articles of Incorporation with the Secretary of State.


Robert S. Stroud, Esq. Incorporator

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Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accept the obligations of the position as registered agent.

BLALOCK, WALTERS, HELD & JOHNSON,
P.A., a Florida professional association

By: 

Print Name: Jonathan D. Fleece

Its: Vice President

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EXHIBIT A
PROPERTY DESCRIPTION

ALL that tract or parcel of land lying and being in Land Lot 147 of the 13th District, Clayton County, Georgia, being shown as "Parcel D", containing 4.358 acres, more or less, on that certain Subdivision Plat of Tara Boulevard Parcels, as per plat recorded in Plat Book 36, Page 200, Clayton County, Georgia Records, to which plat is incorporated herein and made a part hereof by this reference.