



DEED 2012133925



DEC 31 2012 14:52 P 10

Nebr. Deed Stamp Tax
12-31-12
Date
\$ 51.00
By MSZ

N

Deed 10/2
 FEE 51.00 FB 52-12036
 52-33030
 BKP _____ C/O _____ COMP
 DEL _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 12/31/2012 14:52:34.36

 2012133925

QUITCLAIM DEED

Lindsay Structures, LLC, a Nebraska limited liability company ("Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby quitclaims and conveys to Lindsay Transportation Solutions, Inc., a California corporation ("Grantee") all of Grantor's right, title and interest, if any, in and to the following described real estate (as defined in Neb. Rev. Stat. §76-201), in Douglas County, Nebraska (the "Property"):

See Exhibit "A" attached hereto and incorporated herein by this reference.

This transaction is exempt from documentary stamp tax pursuant to Neb. Rev. Stat. § 76-902(8). Effective as of December 1, 2012, Grantor merged with and into the Grantee (f/k/a Barrier Systems, Inc.)

Executed this 27th day of November, 2012.

Lindsay Structures, LLC, now known as Lindsay Transportation Solutions, Inc.

By: *Eric R. Arneson*
 Name: Eric R. Arneson
 Title: Vice President

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27 day of November, 2012, by Eric R. Arneson, as Vice President of Lindsay Structures, LLC, now known as Lindsay Transportation Solutions, Inc., on behalf of the corporation.

[NOTARY SEAL]

Betty L. Schmidt
 Notary Public

RETURN TO:
 Joshua K. Norton
 Koley Jessen P.C., L.L.O.
 1125 South 103 Street, Suite 800
 Omaha, NE 68124



✓ 119949 + 500 cash

EXHIBIT A

52-12036 (LEGAL DESCRIPTION)

Lot One (1), Ferer-Koley Addition, an Addition to the City of Omaha, Douglas County, Nebraska, EXCEPTING THEREFROM that portion conveyed to the City of Omaha, Nebraska, By Warranty Deed filed May 2, 2006, as Inst. No. 2006048701,

and

52-33030

Part of Lot 16, in Riverfront Industrial Park, an Addition to the City of Omaha, Douglas County, Nebraska, more particularly described as follows: Beginning at the most Southerly corner of said Lot 16, which is the intersection of the Northwesterly line of Crown Point Avenue with the Northeasterly right-of-way line for Lead Track A-645 of the Union Pacific Railroad Company; thence North 69°29'49" West along the Southwesterly line of said Lot 16 which is coincident with said Northeasterly right-of-way line of Union Pacific Railroad Company, a distance of 375.93 feet; thence North 20°30'11" East, a distance of 5.0 feet to the beginning of a non-tangent curve concave Northerly, the center of which bears North 20°30'11" East, a distance of 446.43 feet; thence Southeasterly along said curve, through a central angle of 17°23'40"E, a distance of 135.53 feet; thence tangent to the end of said curve, South 86°53'29" East, a distance of 100.0 feet to the beginning of a tangent curve concave Southwesterly having a radius of 474.28 feet; thence Southeasterly along said curve through a central angle of 17°23'40"E, a distance of 143.99 feet; thence tangent to the end of said curve, South 69°29'49" East, a distance of 5.25 feet, more or less, to a point in the Southeasterly line of said Lot 16 which is coincident with said Northwesterly line of Crown Point Avenue; South 20°30'11" West, along said Southeasterly line of Lot 16, a distance of 77.0 feet to the Point of Beginning.

NOV 30 2012

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter "Agreement") is made and entered into on November 29, 2012, by and between Barrier Systems, Inc., a California corporation, the surviving corporation (hereinafter "SC"), and Lindsay Structures, LLC, a Nebraska limited liability company, the acquired company (hereinafter "AC") (collectively, the "Merging Companies").

EFFECTIVE
 DATE
 DEC - 1 2012

WITNESSETH:

WHEREAS, the Board of Directors of SC and the Managers AC deem it advisable and in the best interests of their respective companies, shareholder and member that AC merge with and into SC in accordance with this Agreement and the applicable laws of the State of Nebraska and the State of California; and

WHEREAS, SC and AC desire to adopt this Agreement as a Plan of Reorganization and intend that the merger contemplated by this Agreement constitute a tax-free reorganization pursuant to the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained, it is agreed in accordance with, and pursuant to the provisions of the laws of the State of Nebraska and the State of California that AC shall be merged into SC as a single corporation, which shall be the surviving corporation, and that the terms and conditions of the merger and the mode of carrying same into effect are as hereinafter set forth.

1. Effective Date of Merger. The merger contemplated by this Agreement shall become effective on December 1, 2012 at 12:01 A.M. Pacific Standard Time (the "Effective Date").
2. Articles of Incorporation. Upon the Effective Date of the merger, the Articles of Incorporation of SC, as amended, in force immediately prior to the Effective Date of the merger shall be and remain the Articles of Incorporation of SC.
3. Bylaws. Upon the Effective Date of the merger, the Bylaws of SC, as amended, in force immediately prior to the Effective Date of the merger shall be and remain the Bylaws of SC.
4. Officers and Directors. Upon the Effective Date of the merger, the officers and directors of SC immediately prior to the Effective Date of the merger shall be and remain the officers and directors of SC.
5. Conversion of Ownership Interests. The manner of converting ownership interest of AC into shares of SC is as follows: All outstanding ownership interest of AC shall at the Effective Date of the merger be surrendered and cancelled and no new ownership interests shall be granted to the sole member of AC. The shares of SC now held by the sole shareholder of SC shall evidence its ownership of the merged entity.
6. Shareholder Approval. This Agreement has been submitted to the sole shareholder of SC and the sole member of AC, as provided by law, and has been adopted by the affirmative vote of the holders of all of the ownership interests of each corporation.



7. Effect of Merger.

a. Upon the Effective Date of this merger, the separate existence of AC shall cease and AC shall be merged, in accordance with this Agreement, into SC which shall survive such merger and shall have all the rights, privileges, immunities, and powers and shall be subject to all duties and liabilities of a corporation organized under California Corporations Code. SC shall thereupon and thereafter possess all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, of each of the Merging Companies. All property, real, personal, and mixed, and all debts due on whatever account, including subscriptions to shares, and all other things, choses, and causes of action, and all and every other interest of or belonging to or due to each of the Merging Companies shall be taken and deemed to be transferred to and vested in SC without any further act or deed and shall thereafter be the property of SC to the same extent as they were of each of the Merging Companies. The title to any real estate, or any interest therein, vested in either of the Merging Companies shall not revert or be in any way impaired by reason of the merger. SC shall thenceforth be responsible and liable for all of the liabilities and obligations for each of the Merging Companies. Any claim existing or action or proceeding pending by or against either of the Merging Companies may be prosecuted as if the merger had not taken place, or SC may be substituted in the place of either of the Merging Companies. Neither the rights of creditors nor any liens upon the property of either of the Merging Companies shall be impaired by the merger.

b. Upon the Effective Date, the assets, liabilities, reserves and accounts of each of the Merging Companies shall be taken upon the books of SC, as the surviving corporation, at the amount at which they respectively shall be carried on the books of said corporation. The equity securities of AC shall cease to exist and the holders of such equity securities shall thereafter be entitled only to the cash, property, or securities into which such equity securities shall have been converted in accordance with this Agreement, subject to any dissenter's rights under the Nebraska Limited Liability Company Act and California Corporations Code.

c. All corporate acts, plans, policies, approvals and authorizations of AC, its sole member, Managers, committees, elected or appointed by the Managers and agents, which were valid and effective immediately prior to the Effective Date of the merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of SC, the surviving corporation, and shall be effective and binding thereon. The employees and agents of AC shall become the employees and agents of SC, the surviving corporation and continue to be entitled to the same rights and benefits (including, but not limited to, the right to participate in the 401(k) plan sponsored by SC), which they enjoyed as employees and agents of AC.

8. Warranties and Representations of SC. SC warrants, represents and covenants with AC, and its shareholders, their successors and assigns, as follows:

a. SC is a corporation duly organized, validly existing and in good standing under the laws of the State of California.

b. The entire authorized capital stock of SC consists of 1,000,000 shares of Series A Preferred Stock, of which no shares are issued and outstanding and 5,000,000 shares of common stock, of which 100 shares of common stock are issued and outstanding.

c. As of the date of execution of this Agreement, SC has full power and authority to execute and deliver this Agreement; the execution and delivery of this Agreement and the complete effectuation of the transaction contemplated herein have been duly authorized by the shareholders and directors of SC; and this Agreement constitutes a valid, binding and enforceable obligation of SC.

9. Warranties and Representations of AC. AC warrants, represents and covenants with SC, its successors and assigns, as follows:

a. AC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nebraska.

b. The sole member of AC is Lindsay Manufacturing, LLC.

c. As of the date of execution of this Agreement, AC has full power and authority to execute and deliver this Agreement; the execution and delivery of this Agreement and the complete effectuation of the transaction contemplated herein have been duly authorized by the sole member and Managers of AC; and this Agreement constitutes a valid, binding and enforceable obligation of AC.

10. Tax-Free Reorganization. AC and SC adopt this Agreement as a Plan of Reorganization and intend that the merger contemplated by this Agreement constitute a tax-free reorganization pursuant to the Internal Revenue Code of 1986, as amended.

11. Default. Any default or non-performance of any obligation, warranty or covenant contained herein by either party shall be deemed to constitute a default by such party of all other contracts and agreements then existing between the parties, and the non-defaulting party shall be entitled to exercise all rights and remedies granted herein and under such other existing contracts and agreements.

12. Survival. All obligations, covenants, warranties and representation contained herein shall survive the closing and effectuation of the Agreement.

13. Further Documents and Actions.

a. The directors and officers of SC and the managers of AC are authorized, empowered and directed to execute, deliver, file and/or record such instruments and documents, and to take all actions as shall be required by law or which they deem necessary or advisable to fully carry out the intent and purposes of this Agreement and to accomplish the merger pursuant to the laws of the State of Nebraska and the State of California.

b. Without limiting the generality of the foregoing authorization, if at any time before or after the Effective Date of this merger, SC, as the surviving corporation, shall consider or be advised that any instruments of further assurance are necessary or desirable to vest or to perfect or confirm of record or otherwise, the title of SC, as the surviving corporation, to any property acquired or to be acquired by this Agreement, AC

and the appropriate managers shall and will execute and deliver any and all such deeds, assignments, and assurances and do all things necessary or proper so to vest, perfect or confirm title to such property in SC and otherwise carry out the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement, having been unanimously adopted by the sole shareholder and the Board of Directors of SC and the sole member and Managers of AC, has been executed on behalf of said companies as of the day and year first above written.

Barrier Systems, Inc.

By: 
Richard W. Parod, Chairman of the Board

By: 
Eric R. Arneson, Secretary

Lindsay Structures, LLC

By: 
Richard W. Parod, Manager

By: 
Eric R. Arneson, Manager

**CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER**

Richard W. Parod and Eric R. Arneson, certify that:

1. They are the chairman of the board and the secretary, respectively, of Barrier Systems, Inc., a California corporation.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the sole shareholder of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There are currently two classes of shares authorized, Series A Preferred and common stock. There are currently no shares of Series A Preferred stock outstanding. Currently there are 100 shares of common stock outstanding and all shares of common stock are entitled to vote on the merger.


We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW]

Dated: November 29, 2012


Richard W. Parod, Chairman of the Board


Eric R. Ameson, Secretary



**State of California
Secretary of State**

OBE MERG

Certificate of Merger

(California Corporations Code sections 1113(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17552)

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY BARRIER SYSTEMS, INC.	2. TYPE OF ENTITY CORPORATION	3. CA SECRETARY OF STATE FILE NUMBER C1180433	4. JURISDICTION CALIFORNIA
5. NAME OF DISAPPEARING ENTITY LINDSAY STRUCTURES, LLC	6. TYPE OF ENTITY LIMITED LIABILITY COMPANY	7. CA SECRETARY OF STATE FILE NUMBER NONE	8. JURISDICTION NEBRASKA

9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.

SURVIVING ENTITY			DISAPPEARING ENTITY		
CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED
100 SHARES OF COMMON STOCK		100%	100 LLC UNITS		100%
THERE ARE NO SHARES OF SERIES A PREFERRED STOCK OUTSTANDING					

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.

No vote of the shareholders of the parent party was required. The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.

PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.
NEBRASKA REVISED STATUTES SECTIONS 21-2647 TO 21-2652

15. FUTURE EFFECTIVE DATE, IF ANY
12 - 01 - 2012
(Month) (Day) (Year)

16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

Richard W. Parod 11/29/2012 RICHARD W. PAROD, CHAIRMAN OF THE BOARD
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

Eric R. Arneson 11/29/2012 ERIC R. ARNESON, SECRETARY
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

Richard W. Parod 11/29/2012 RICHARD W. PAROD, MANAGER
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

Eric R. Arneson 11/29/2012 ERIC R. ARNESON, MANAGER
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____



I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 03 2012

Date: 12/3

Debra Bowen
DEBRA BOWEN, Secretary of State