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**MERGER OR SHARE EXCHANGE
GreenRock Rare Earth Recovery, LLC**

Certificate of Status	0
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**CERTIFICATE OF MERGER
OF
GREENROCK RARE EARTH RECOVERY CORPORATION
(a Delaware corporation)
WITH AND INTO
GREENROCK RARE EARTH RECOVERY, LLC
(a Florida limited liability company)**

Pursuant to Section 608.4382 of the Florida Limited Liability Company Act (the "Florida Act"), and § 264 of the Delaware General Corporation Law (the "Delaware Act"), the following Certificate of Merger is submitted to merge the following:

**ARTICLE I
Jursidiction; Constituent Entities**

The name, jurisdiction, and entity type of each of the constituent entities of the merger is as follows:

<u>Name</u>	<u>State of Organization</u>	<u>Entity Type</u>
GreenRock Rare Earth Recovery Corporation	Delaware	corporation
GreenRock Rare Earth Recovery, LLC	Florida	limited liability company

**ARTICLE II
Surviving Entity**

GreenRock Rare Earth Recovery, LLC shall be the surviving entity.

**ARTICLE III
Agreement and Plan of Merger**

The Agreement and Plan of Merger providing for the merger of GreenRock Rare Earth Recovery Corporation and GreenRock Rare Earth Recovery, LLC is attached hereto as Exhibit A (the "Plan of Merger").

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ARTICLE IV
Approval of the Plan of Merger

The Plan of Merger was duly approved and adopted by GreenRock Rare Earth Recovery Corporation on March 5, 2012 pursuant to § 264(c) of the Delaware Act.

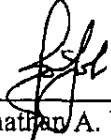
The Plan of Merger was duly approved and adopted by GreenRock Rare Earth Recovery, LLC on March 5, 2012 pursuant to Chapter 608 of the Florida Act.

ARTICLE V
Effective Time

The merger shall become effective upon the filing of this Certificate of Merger with the Department of State of the State of Florida.


IN WITNESS WHEREOF, the undersigned have caused this Certificate of Merger to be executed this 5th day of March, 2012.

GREENROCK RARE EARTH RECOVERY
CORPORATION, a Florida corporation

By: 
Jonathan A. Yob, President

GREENROCK RARE EARTH RECOVERY,
LLC, a Florida limited liability company

By: CRS HOLDING OF AMERICA,
INC., Member

By: 
Jonathan A. Yob, President

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

See Attached.

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 5th day of March, 2012, by and between **GREENROCK RARE EARTH RECOVERY CORPORATION**, a Delaware corporation ("GreenRock Corporation"), and **GREENROCK RARE EARTH RECOVERY, LLC**, a Florida limited liability company ("GreenRock, LLC"). GreenRock Corporation and GreenRock, LLC are sometimes collectively referred to in this Agreement as the "Constituent Business Entities" and each is sometimes referred to individually as a "Constituent Business Entity."

WITNESSETH:

WHEREAS, the sole director of GreenRock Corporation and the manager of GreenRock, LLC deem it advisable and for the general welfare of each Constituent Business Entity and its owners that GreenRock Corporation merge with and into GreenRock, LLC and that GreenRock, LLC merge GreenRock Corporation with and into itself, pursuant to this Agreement and the applicable laws of the State of Florida and the State of Delaware.

NOW, THEREFORE, the Constituent Business Entities, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said merger and the method of carrying the same into effect in this Agreement as follows:

1. **PLAN OF MERGER.**

The Constituent Business Entities have agreed and do hereby agree each with the other that GreenRock Corporation shall be merged with and into GreenRock, LLC, and that GreenRock, LLC shall merge GreenRock Corporation with and into itself. GreenRock, LLC shall be the surviving entity in the merger and shall be governed by the laws of the State of Florida, which state shall continue to be its domicile.

2. **EFFECTIVE DATE.**

The merger provided for in this Agreement shall become effective and the Constituent Business Entities shall be deemed to have merged as of the date the Certificates of Merger are filed with the Florida Department of State and the Secretary of State of the State of Delaware (the "Effective Date").

3. **MANNER AND BASIS OF EXCHANGING SHARES.**

(a) **Cancellation and Exchange.** Pursuant to the merger, all of the outstanding shares of stock of GreenRock Corporation will be cancelled. No new membership interests

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in GreenRock, LLC will be issued to the former sole stockholder of GreenRock Corporation. Each membership interest of GreenRock, LLC that is issued and outstanding on the Effective Date shall continue and remain unchanged.

(b) **Exchange of Certificates.** Immediately after the Effective Date, the former sole stockholder of GreenRock Corporation shall surrender his stock certificate representing all of the shares of stock in GreenRock Corporation owned by such former stockholder to GreenRock, LLC or to an agent or agents designated by GreenRock, LLC.

4. **EFFECT OF THE MERGER.**

(a) **Existence of GreenRock Corporation.** On the Effective Date, the separate existence of GreenRock Corporation shall cease and it shall be merged with and into GreenRock, LLC. Thereupon, all the property, real, personal, and mixed, and all interest therein of GreenRock Corporation and all debts due to it shall be transferred to and invested in GreenRock, LLC without further act or deed and without reversion or impairment. GreenRock, LLC shall thenceforth be responsible and liable for all the liabilities and obligations of GreenRock Corporation.

(b) **Articles of Organization.** The Articles of Organization of GreenRock, LLC, in effect on the Effective Date, shall continue in full force and effect as the Articles of Organization of GreenRock, LLC and shall not be changed or amended by the merger.

(c) **Operating Agreement.** The Operating Agreement of GreenRock, LLC as in effect on the Effective Date, shall continue in full force and effect as the Operating Agreement of GreenRock, LLC and shall not be changed or amended by the merger.

(d) **Managers.** Until altered by the members of GreenRock, LLC, the duly elected manager of GreenRock, LLC shall continue to serve as the manager of GreenRock, LLC and shall not be changed or otherwise affected by the merger. The duly elected manager is Jonathan A. Yob, whose address is 3110 Cherry Palm Drive, Suite 330, Tampa, Florida 33619.

5. **CONDITIONS OF MERGER.**

This Agreement shall promptly be submitted to the sole stockholder of GreenRock Corporation and to the sole member of GreenRock, LLC for approval. The affirmative vote of the holder of a majority of the shares of GreenRock Corporation entitled to vote and the affirmative vote of the holders of a majority of the membership interests of GreenRock, LLC entitled to vote shall be required for such approval.

6. GENERAL PROVISIONS.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, among the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

(b) Headings. The headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.


(c) Amendment; Termination. This Agreement may be terminated or amended by the mutual consent of the sole directors of GreenRock Corporation and the sole manager of GreenRock, LLC, whether before or after approval of this Agreement by the sole stockholder of GreenRock Corporation or by the sole member of GreenRock, LLC, to the extent permitted by the Delaware General Corporation Law and the Florida Limited Liability Company Act.

(d) Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which as executed shall be deemed to be an original; and such counterparts shall together constitute one and the same instrument.

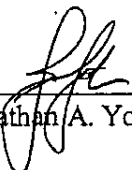
(e) Further Assurances. GreenRock Corporation agrees that from time to time following the Effective Date, as and when requested by GreenRock, LLC, it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as GreenRock, LLC may deem necessary or desirable, in order more fully to vest in and confirm to GreenRock, LLC title to and possession of all of its said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officer or manager, as the case may be, to execute this Agreement.

GREENROCK RARE EARTH RECOVERY CORPORATION, a Delaware corporation

By: 
Jonathan A. Yob, President

GREENROCK RARE EARTH RECOVERY, LLC, a Florida limited liability company

By: 
Jonathan A. Yob, Manager