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MERGER OR SHARE EXCHANGE

Creative Recycling Services, LLC

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EXAMINER

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**ARTICLES OF MERGER
OF
CREATIVE RECYCLING SERVICES, INC.
(a Florida corporation)
WITH AND INTO
CREATIVE RECYCLING SERVICES, LLC
(a Florida limited liability company)**

Pursuant to Sections 607.1109 of the Florida Business Corporation Act and 608.4382 of the Florida Limited Liability Company Act (collectively, the "Florida Act"), these Articles of Merger provide as follows:

**ARTICLE I
State of Incorporation; Constituent Entities**

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

<u>Name</u>	<u>Entity Type</u>	<u>State of Organization</u>
Creative Recycling Services, Inc.	corporation	Florida
Creative Recycling Services, LLC	limited liability company	Florida

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**ARTICLE II
Surviving Entity**

Creative Recycling Services, LLC shall be the surviving entity.

**ARTICLE III
Plan of Merger**

The Plan of Merger providing for the merger of Creative Recycling Services, Inc. and Creative Recycling Services, LLC is attached hereto as Exhibit A (the "Plan of Merger").

**ARTICLE IV
Approval of the Plan of Merger**

In accordance with the Florida Act, the Plan of Merger was duly approved and adopted by the Board of Directors and the stockholders of Creative Recycling Services, Inc. on March 5, 2012.

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In accordance with the Florida Act, the Plan of Merger was duly approved and adopted by the Manager and the sole member of Creative Recycling Services, LLC on March 5, 2012.

ARTICLE V
Effective Time

The merger shall become effective upon the filing of these Articles of Merger with the Department of State of the State of Florida.

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

CREATIVE RECYCLING SERVICES, INC.,
a Florida corporation

By: 

Jonathan A. Yob, President

CREATIVE RECYCLING SERVICES, LLC,
a Florida limited liability company

By: 

Jonathan A. Yob, Manager

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EXHIBIT A
PLAN OF MERGER

See Attached.

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PLAN OF MERGER

THIS PLAN OF MERGER is made and entered into this 5th day of March, 2012, by and between **CREATIVE RECYCLING SERVICES, INC.**, a Florida corporation ("CRS, Inc."), and **CREATIVE RECYCLING SERVICES, LLC**, a Florida limited liability company ("CRS, LLC"). CRS, Inc. and CRS, 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 Board of Directors or Managers, as the case may be, of each Constituent Business Entity deems it advisable and for the general welfare of such Constituent Business Entity and its owners that CRS, Inc. merge with and into CRS, LLC and that CRS, LLC merge CRS, Inc. with and into itself, pursuant to this Agreement and the applicable laws of the State of Florida; and

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 CRS, Inc. shall be merged with and into CRS, LLC, and that CRS, LLC shall merge CRS, Inc. with and into itself. CRS, LLC shall be the surviving party 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 Articles of Merger are filed with the Florida Department of State (the "Effective Date").

3. **MANNER OF CONVERTING SHARES.**

Pursuant to the merger, all of the outstanding shares of stock of CRS, Inc. will be cancelled, and the former sole shareholder of CRS, Inc. will receive 122 shares of Class A Voting Common Stock of CRS Holding of America, Inc., which will be the sole member of CRS, LLC. No new membership units in CRS, LLC will be issued to the former sole shareholder of CRS, Inc. Each membership unit of CRS, LLC that is issued and outstanding on the Effective Date shall continue and remain unchanged.

4. **EFFECT OF THE MERGER.**

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

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

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

(d) **Managers.** Until altered by the members of CRS, LLC, the duly elected managers and officers of CRS, LLC shall continue to serve as the managers and officers of CRS, 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 shareholder of CRS, Inc. and to the sole member of CRS, LLC for approval. The affirmative vote of the holder of a majority of the shares of CRS, Inc. entitled to vote and the affirmative vote of the holders of a majority of the membership units of CRS, 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 Board of Directors of CRS, Inc. and the sole manager of CRS, LLC, whether before or after approval of this Agreement by the sole shareholder of CRS, Inc.

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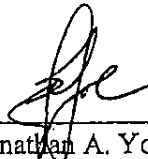
or by the sole member of CRS, LLC, to the extent permitted by the Florida Business Corporation Act and the Florida Limited Liability Company Act.

(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.** CRS, Inc. agrees that from time to time following the Effective Date, as and when requested by CRS, 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 CRS, LLC may deem necessary or desirable, in order more fully to vest in and confirm to CRS, 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 Plan of Merger.

CREATIVE RECYCLING SERVICES, INC.

By: 
Jonathan A. Yob, President

CREATIVE RECYCLING SERVICES, LLC

By: 
Jonathan A. Yob, Manager