

Division of Corporations

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**Florida Department of State
Division of Corporations
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To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA0000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**MERGER OR SHARE EXCHANGE
C T CORPORATION SYSTEM**

Certificate of Status	0
Certified Copy	1
Page Count	13
Estimated Charge	\$68.75

90.00

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**DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA**

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Corporate Filing Menu

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DR
12/23/13

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: C T Corporation System

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Erin M. Sanders

Contact Person

Wolters Kluwer

Firm/Company

2700 Lake Cook Road

Address

Riverwoods, IL 60015

City, State and Zip Code

erin.sanders@wolterskluwer.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Erin M. Sanders at (847) 580-5045

Name of Contact Person

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

EFFECTIVE DATE

12-31-13

(3/13)

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2013 DEC 20 PM 1:24

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**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>
NRAI CORPORATE SERVICES OF SEATTLE, LLC	Florida	LLC

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>
C T Corporation System	Delaware	Corporation

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.

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:

December 31, 2013

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:

1209 Orange Street, Wilmington, DE 19801

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 entitles 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:

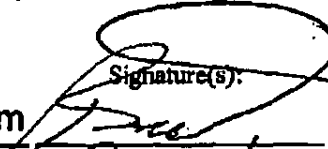
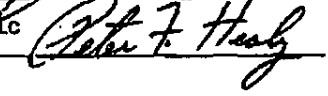
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

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:
C T Corporation System		Richard J. Parker
NRAI CORPORATE SERVICES OF SEATTLE, LLC		Peter F. Healy

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

Fees: 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 Entity: \$25.00

Certified Copy (optional): \$30.00

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>
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See attached.

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>
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See attached.

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

See attached.

(Attach additional sheet if necessary)

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

See attached.

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

See attached.

(Attach additional sheet if necessary)

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.

(Attach additional sheet if necessary)

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

See attached.

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER
OF
NRAI CORPORATE SERVICES OF SEATTLE, LLC
WITH AND INTO
CT CORPORATION SYSTEM

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 13, 2013, is made by and between C T Corporation System, a Delaware corporation ("CT"), and NRAI Corporate Services of Seattle, LLC, a Florida limited liability company ("NRAI").

RECITALS

WHEREAS, NRAI is a wholly owned subsidiary of CT; and

WHEREAS, the Board of Directors of C T and the Managers of NRAI each deem it advisable, desirable and in the best interests of their respective companies, that, upon the terms and subject to the conditions herein stated, NRAI be merged (the "Merger") with and into CT pursuant to Section 264 of the General Corporation Law of the State of Delaware, as amended (the "DGCL") and Section 608.438 of the Florida Limited Liability Company Act, as amended (the "FLLCA"), and that CT be the Surviving Corporation (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I
The Merger

1.1 At the Effective Time (as hereinafter defined), NRAI will be merged with and into CT in accordance with the provisions of the DGCL and the FLLCA. Following the Merger, CT will continue as the sole surviving corporation (the "Surviving Corporation") and the separate existence of NRAI will cease.

1.2 The Surviving Corporation will be a Delaware corporation with its principal place of business at 111 Eighth Avenue, 13th Floor, New York, New York 10011.

ARTICLE II
Effective Time

2.1 Filing of Merger Certificate. If this Agreement and Plan of Merger is duly adopted by the Board of Directors of CT, the Managers of NRAI, and the sole member of NRAI, and is not terminated in accordance with Article IV hereof, an appropriate certificate of merger (the "Delaware Certificate of Merger") will be filed with the Secretary of State of the State of Delaware in accordance with Section 264 of the DGCL and an appropriate certificate of merger (the "Florida Certificate of Merger") will be filed with the Department of State of the State of Florida in accordance with Section 608.4382 of the PLLCA.

2.2 Effective Time. The Merger will become effective (the "Effective Time") as of the latest of (a) the time when the Delaware Certificate of Merger has been filed with the Delaware Secretary of State, (b) the time when the Florida Certificate of Merger has been filed with the Florida Department of State, or (c) such time as is set forth in the Delaware Certificate of Merger and the Florida Certificate of Merger.

ARTICLE III
Effects of the Merger

3.1 General Effects. The Merger will have the effects set forth in Sections 259, 260 and 261 of the DGCL and Section 608.4383 of the PLLCA. Without limiting the generality of the foregoing, as of the Effective Time, all properties, rights, privileges and powers of NRAI will vest in the Surviving Corporation and all debts, liabilities and obligations of NRAI will become debts, liabilities and obligations of the Surviving Corporation.

3.2 Cancellation of Units. At the Effective Time, each unit of NRAI will be cancelled and no consideration will be issued in respect thereof.

3.3 Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of CT as in effect immediately prior to the Effective Time of the Merger will be the Certificate of Incorporation and Bylaws of the Surviving Corporation.

3.4 Directors and Officers. The directors and officers of CT immediately prior to the Effective Time of the Merger will be the directors and officers, respectively, of the Surviving Corporation.

ARTICLE IV Amendment and Termination

4.1 Amendment. At any time prior to the Effective Time, this Agreement and Plan of Merger may be amended, to the fullest extent permitted by applicable law, by an agreement in writing duly approved by the Board of Directors of CT and the Managers of NRAI.

4.2 Termination. At any time prior to the Effective Time, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of CT and the Managers of NRAI.

ARTICLE V Governing Law

5.1 This Agreement and Plan of Merger will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

* * * * *

12/20/2013 9:56:45 From: To: 8506176380

(12/13)

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of
Merger to be duly executed on the date first written above.

C T CORPORATION SYSTEM

By: _____
Name: _____
Title: _____

NRAI CORPORATE SERVICES OF SEATTLE, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of
Merger to be duly executed on the date first written above.

C T CORPORATION SYSTEM

By: 
Name: Richard J. Parker
Title: Vice President

NRAI CORPORATE SERVICES OF SEATTLE, LLC

By: 
Name: Thomas Nestor
Title: Manager